Tampa International Airport

HILLSBOROUGH COUNTY AVIATION AUTHORITY

USE AND PERMIT AGREEMENT FOR TRANSPORTATION NETWORK COMPANY

AT

TAMPA INTERNATIONAL AIRPORT

COMPANY:

RASIER-DC, LLC

Term Date: December 1, 2026 through September 30, 2029

TABLE OF CONTENTS

ARTICLE 1: RECITALS 2
ARTICLE 2: DEFINITIONS 2
ARTICLE 3: TERM 7
ARTICLE 4: USES, PRIVILEGES, AND RESTRICTIONS 8
ARTICLE 5: FEES AND PAYMENTS 19
ARTICLE 6: RECORD KEEPNG, REPORTS, ANNUAL AUDIT, AND END OF YEAR ADJUSTMENT 23
ARTICLE 7: AUTHORITY RIGHT TO PERFORM AUDITS, INSPECTIONS, OR ATTESTATION ENGAGEMENTS 25
ARTICLE 8: DEFAULT AND TERMINATION 27
ARTICLE 9: INDEMNIFICATION 29
ARTICLE 10: INSURANCE 32
ARTICLE 11: SECURITY FOR PAYMENT 38
ARTICLE 12: LAWS, REGULATIONS, ORDINANCES, AND RULES 39
ARTICLE 13: NON-EXCLUSIVE RIGHTS 39
ARTICLE 14: RIGHT TO DEVELOP AIRPORT 39
ARTICLE 15: AMERICANS WITH DISABILITIES ACT 39
ARTICLE 16: NON-DISCRIMINATION 40
ARTICLE 17: ASSIGNMENT AND SUBCONTRACTING 42
ARTICLE 18: TENANCY 42
ARTICLE 19: WAIVER OF CLAIMS 42
ARTICLE 20: APPLICABLE LAW AND VENUE 43
ARTICLE 21: COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW 43
ARTICLE 22: DATA SECURITY 44
ARTICLE 23: AGENT FOR SERVICE OF PROCESS 47
ARTICLE 24: INVALIDITY OF CLAUSES 48
ARTICLE 25: NOTICES AND COMMUNICATIONS 48
ARTICLE 26: PROHIBITED ACTS 49
ARTICLE 27: WAIVERS 49
ARTICLE 28: E-VERIFY REQUIREMENT 49
ARTICLE 29: AIRPORT SECURITY 50
ARTICLE 30: FAA APPROVAL 50
ARTICLE 31: SIGNATURES 50
ARTICLE 32: PUBLIC ENTITY CRIMES 50
ARTICLE 33: SCRUTINIZED COMPANIES 50
ARTICLE 34:ANTI-HUMAN TRAFFICKING LAWS 51

ARTICLE 35: USE OF ARTIFICIAL INTELLIGENCE 51
ARTICLE 36: HEADINGS 53
ARTICLE 37: RELATIONSHIP OF THE PARTIES 53
ARTICLE 38: MISCELLANEOUS 53
ARTICLE 39: ORGANIZATION AND AUTHORITY TO ENTER INTO AGREEMENT 53
ARTICLE 40: ORDER OF PRECEDECNE 54
ARTICLE 41: AUTHORITY APPROVALS 54
ARTICLE 42: AGREEMENT MADE IN FLORIDA 54
ARTICLE 43: SUBORDINATION OF AGREEMENT 54
ARTICLE 44: SUBORDINATION TO TRUST AGREEMENT 54
ARTICLE 45: SEVERABILITY 55
ARTICLE 46: RIGHT TO AMEND 55
ARTICLE 47: TIME IS OF THE ESSENCE 55
ARTICLE 48: COMPLETE AGREEMENT 55

EXHIBIT A: MONTHLY PER-TRIP FEE STATEMENT
EXHIBIT B: DESIGNATED AREAS
Exhibit C: SAMPLE DATA INTERFACE SPECIFICATIONS
Exhibit D: SCRUTINIZED COMPANY CERTIFICATION
Exhibit E: AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

HILLSBOROUGH COUNTY AVIATION AUTHORITY

USE AND PERMIT AGREEMENT FOR TRANSPORTATION NETWORK COMPANY

This Use and Permit Agreement for Transportation Network Company ("Agreement") is made and entered into this 5th day of November, 2026 by and between the Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida ("Authority"), and Rasier-DC, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Company") (individually and collectively hereinafter referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, Authority owns and operates Tampa International Airport located in the County of Hillsborough, State of Florida ("Airport"); and

WHEREAS, the Legislature of the State of Florida has granted to Authority broad power to adopt regulations; enter contracts including limited and exclusive agreements; lease property; to 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 or facilitating ground transportation services through a Digital Network 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 the Airport or aviation facilities under Authority jurisdiction; and

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

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

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

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

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

ARTICLE 1: RECITALS

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

ARTICLE 2: DEFINITIONS

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

2.01 After Action Review (AAR)
A systematic process for identifying the root causes of problems or events and an approach for responding to them. Based on the idea that effective management requires more than merely "putting out fires" for Software Errors that develop but instead requires finding a way to prevent such Software Errors from occurring again.

2.02 Agreement Year
The period beginning on the Commencement Date as provided in Article 3.02 below and continuing through each September 30th during the Term of this Agreement.

2.03 Artificial Intelligence or AI
Any machine learning, deep learning, or other automated systems that use algorithms to learn from and make predictions or decisions based on data.

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 CEO
The Hillsborough County Aviation Authority Chief Executive Officer.

2.06 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.

2.07 Data Breach

Includes (a) the loss or misuse (by any means) of any Authority Confidential Information; (b) the unauthorized or unlawful access, use, or disclosure of any Authority Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity or availability of any Authority Confidential Information.

2.08 Days

Unless otherwise stated, means calendar days.

2.9 Designated Areas

The areas where a Transportation Network Company Driver must pick up and/or drop-off Riders, and the staging at such areas, as further described in Article 4.16 below.

2.10 Digital Network

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

2.11 Electronic Receipt

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

2.12 Enhancement

Any modification or addition that, when made or added to the Software, materially changes the Software's utility, efficiency, functional capacity, or application, but that does not constitute solely an Error Correction. Enhancements may be designated by Company as minor or major, depending on Company's assessment of their value and of the function added to the Software.

2.13 Error Correction

Either a change or addition that when made or added establishes substantial conformity of the Software, or a procedure or routine that, when made or added to the Software, brings the operation of the Software into material conformance, without changing the basic function of the Software.

2.14 FAA
The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.

2.15 Information Technology (IT) Infrastructure
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 Malware
Any type of Software that is designed to harm, impact, or access the Software or any other Authority systems.

2.17 Matched
The process of connecting a TNC Driver dropping off a Rider at the Airport with a different Rider requesting a Prearranged Ride pick-up at the Airport through a TNC's Digital Network, without the necessity of the TNC Driver having to first return to the TNC staging area.

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

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

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

2.21 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) Criminal Justice Information Services (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 (50) states.

2.22 Releases

New versions of the Software, which may include both Software Error Corrections and Enhancements.

2.23 Rider

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

2.24 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.

2.25 Software

Collectively or individually the computer programs licensed pursuant to this Agreement, including, without limitation, the programs for each subsystem.

2.26 Software Error

Any failure of the Software to substantially conform to applicable specifications. However, any nonconformity resulting from Authority misuse, improper use, alterations, or damage to Software, or Authority combining or merging Software with hardware or Software not supplied or identified as compatible by Company, shall not be considered a Software Error.

2.27 System

Each of Company's applications, including equipment, other hardware, and Software. In most cases, the System software will share equipment.

2.28 Transportation Network Company or TNC

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

2.29 Transportation Network Company Driver or TNC Driver

An individual who:

A. Receives connections to potential Riders and related services from a Transportation Network Company; and

B. In return for compensation, uses a Transportation Network Company Vehicle to offer or provide a Prearranged Ride to a Rider(s) upon connection through a Digital Network.

2.30 Transportation Network Company Vehicle or TNC Vehicle

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

A. Used by a Transportation Network Company Driver to offer or provide a Prearranged Ride; and

B. Owned, leased, or otherwise authorized to be used by the Transportation Network Company Driver.

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

2.31 Trip

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

2.32 TSA

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

2.33 Upgrades

New version of Software that generally add features, new functionality, new certifications, and/or that generally increase capacity of the Software to process information. Upgrades include, but are not limited to, Releases, which may include both Error Corrections and Enhancements.

ARTICLE 3: TERM

3.01 Effective Date

This Agreement will become binding and effective upon approval and execution by Authority and Company ("Effective Date"). This Agreement may be executed in one (1) 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.

3.02 Term

The Term of this Agreement will begin on December 1, 2026 ("Commencement Date") and continue through September 30, 2029, unless terminated earlier as provided herein.

3.03 Commencement of Fees and Other Charges

All fees and charges due hereunder shall commence on the Commencement Date and will continue throughout the Term of this Agreement, unless this Agreement is terminated as provided herein.

3.04 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 30 Days' written notice to Authority. In the event any such notice of termination is given, the termination of this Agreement will be effective 30 Days from the date of the notice or such date set forth in the notice.

3.05 Holdover

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

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

ARTICLE 4: USES, PRIVILEGES, AND RESTRICTIONS

4.01 Authorization

Company is authorized to do business at the Airport as a Transportation Network Company under the "Uber" brand and the TNC Vehicles accepting trip requests on its Digital Network will solely operate products known as UberX, Uber Priority, Uber Electric, Uber Comfort, Uber Comfort Electric, Uber XL, Uber XXL, Uber Premier, Uber Premier SUV, Uber Pet, Uber Reserve, Rematch, and Pre-Dispatch, on public roadways and in Authority Designated Areas on Airport property to stage TNC Vehicles and provide Prearranged Rides, all in accordance with the Rules and Regulations, Operating Directives, Policies and Standard Procedures of Authority. Company will inform TNC Drivers of the terms and conditions of this Agreement. Nothing in this Agreement shall be construed as granting or creating any license or franchise rights pursuant to any federal, State or local laws, rules or regulations.

If Company desires to operate additional products at the Airport other than UberX, Uber Priority, Uber Electric, Uber Comfort, Uber Comfort Electric, Uber XL, Uber XXL, Uber Premier, Uber Premier SUV, Uber Pet, Uber Reserve, Rematch, and Pre-Dispatch, it shall immediately notify Authority prior to commencing such additional products. At Authority's sole option, Authority will determine if such additional products will be allowed. Such additional products will be approved in writing by the Authority's Vice President of Concessions and Commercial Parking or designee. At no time will such additional products commence without the express approval of Authority.

4.02 Future Innovations

Company or Authority may, from time to time, propose the trial of specific new products or features designed to enhance Company's operations at the Airport. Upon written approval by Authority's Vice President of Concessions and Commercial Parking or designee, such trial may commence for a period not to exceed six (6) months. Upon completion of the trial, Company and Authority will review results of the trial and determine the viability of implementation of the trial. The Authority, in its sole discretion, may approve implementation of specific new products or features and will provide written notice from the Authority's Vice President of Concessions and Commercial Parking or designee to Company to implement such trial without need for formal written amendment to this Agreement. Any approval for a trial granted to Company does not constitute exclusivity and other companies may be authorized to implement similar trials and/or innovations.

4.03 Permitted Uses

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

4.04 Fare Transparency

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

4.05 Driver Requirements

A. Company will conduct, or have a third-party conduct, a local and national criminal background check on a TNC Driver before a TNC Driver is allowed to offer Prearranged Rides through a Digital Network at the Airport. Such background check must include:

   1. A search of the Multi-State/Multi-Jurisdiction Criminal Records Locator or other similar commercial nationwide database with validation of any records through primary source search; and

   2. A search of the National Sex Offender Public Website maintained by the United States Department of Justice.

B. Company must obtain and review, or have a third party obtain and review, a driving history research report for the TNC Driver.

C. Company will conduct the required background check mentioned above for a TNC Driver every three (3) years.

D. Company may not authorize an individual to act as a TNC Driver on its Digital Network if the driving history research report conducted when the individual first seeks access to the Digital Network reveals that the individual has had more than three (3) moving violations in the prior three (3) year period.

E. Company may not authorize an individual to act as a TNC Driver on its Digital Network if the background check conducted when the individual first seeks access to the Digital Network or any subsequent background check required under (C) above reveals that the individual:

1. Has been convicted, within the past five (5) years of:

   a) A felony;

   b) A misdemeanor for driving under the influence of drugs or alcohol, for reckless driving, for hit and run, or for fleeing or attempting to elude a law enforcement officer; or

   c) A misdemeanor for a violent offense or sexual battery, or a crime of lewdness or indecent exposure under Chapter 800, Florida Statutes;

2. Has been convicted, within the past three (3) years, of driving with a suspended or revoked license;

3. Is a match in the National Sex Offender Public Website maintained by the United States Department of Justice;

4. Does not possess a valid driver license; or

5. Does not possess proof of registration for the motor vehicle used to provide Prearranged Rides.

4.06 Representative of Company

Company will at all times have at least one (1) qualified representative who is authorized to represent and act for Company in matters pertaining to its business and operation under this Agreement. Company will provide Authority with the name, corporate address, email address, and phone number(s) of the representative and will notify Authority, in writing, if such representative changes or if the information changes. If the representative changes, Company will provide Authority with the required information for the new representative. Company agrees that its representative will monitor and observe Company's operations at the Airport at intervals agreed upon by the Parties.

Company will ensure its representative(s) monitor and effectively manage the conduct of TNC Drivers while on Airport property, including in the TNC staging area, and take appropriate action as to individual TNC Drivers who engage in any of the activities prohibited under this Agreement, including but not limited to, Section 4.27 or who violate any Authority Rules and Regulations, Policies, Standard Procedures, or Operating Directives.

4.07 Company's Agent for Service of Process

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

4.08 TNC Vehicle Use

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

4.09 TNC Vehicle Condition

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

4.10 TNC Vehicle Inspection

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

4.11 Identification of TNC Driver and TNC Vehicle

Company's Digital Network must display a photograph of the TNC Driver and the license plate number of the TNC Vehicle used for providing the Prearranged Ride before the Rider(s) enters the TNC Driver's vehicle. Additionally, TNC Vehicles will be identified with the trade dress (name and logo) of Uber any time a TNC Driver is on Airport property and is logged on to Company's Digital Network. Other than trade dress, TNC Vehicles will not be painted or display signage that is meant to advertise or solicit business on the Airport, unless expressly approved in advance in writing by Authority's Vice President of Concessions and Commercial Parking or designee.

4.12 Disputes and Solicitation

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

4.13 Non-Exclusive Agreement

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

4.14 Agreement Limitations

This Agreement authorizes Company to stage, provide Prearranged Rides at the Airport, and to enjoy the benefits derived from the use of the Airport in the operation of Company's Transportation Network Company business. Company will not operate an office or conduct any other kind of business on the Airport without approval of Authority.

4.15 Option to Renegotiate

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

4.16 Designated Areas

Authority grants to Company the right to allow TNC Drivers to use, in common with others so authorized, the Designated Areas as shown on Exhibit B, which is attached hereto and incorporated herein, for no other purposes than 1) the staging of TNC Vehicles which are actively logged into Company's Digital Network and actively waiting for Riders at the Airport, and 2) to provide Prearranged Rides. Company's rights to use the Designated Areas will be on a non-exclusive basis at all times. Authority, in its sole discretion, many change the location, size, or configuration of Designated Areas at any time, and such change will be provided in writing to Company from the Director of Commercial Parking and Ground Transportation.

Authority will have the right, in its sole and absolute discretion, to impose a maximum number of TNC Drivers permitted to wait in the TNC staging area in order to prevent overflow conditions from occurring. Such limitation may be temporary or permanent in nature. Any such limitation will be coordinated with Company and such any change resulting thereafter will be in writing from the Director of Commercial Parking and Ground Transportation.

4.17 Rights of Ingress and Egress

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

designated by Authority from time to time; and (c) may be temporarily suspended by Authority in the event of an emergency or a threat to the Airport during the time period of such emergency or threat.

4.18 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, curbsides, 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; (b) Authority may change the location of Designated Areas, and (c) Authority may from time to time adopt Rules and Regulations relating to security or other operational matters that may affect Company's business. Except in instances where changes are necessary due to emergency situations, Authority will provide Company at least three (3) Days written notice in advance of such changes and will coordinate with Company regarding the implementation of such changes.

4.19 As-Is Condition

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

4.20 Requirements

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

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

A. Company will implement a zero-tolerance policy regarding a TNC Driver's activities while accessing Company's Digital Network. The zero-tolerance policy must address the use of drugs or alcohol while a TNC Driver is providing a Prearranged Ride or is logged on to the Digital Network.

B. Company will provide notice of such zero-tolerance policy on its website, as well as procedures to report a complaint about a TNC Driver who a Rider(s) reasonably suspects was under the influence of drugs or alcohol during the course of a ride.

C. Upon receipt of a Rider's complaint alleging a violation of such zero-tolerance policy, Company will suspend a TNC Driver's ability to accept any ride request through Company's Digital Network as soon as possible and will conduct an investigation into the reported incident. The suspension must last the duration of the investigation.

Company will adopt a policy of nondiscrimination with respect to Riders and Potential Riders and will notify TNC Drivers of such policy. TNC Drivers will comply with such nondiscrimination policy as well as all applicable laws regarding nondiscrimination against Riders and potential Riders. TNC Drivers will comply with all applicable laws relating to accommodation of service animals. Company may not impose additional charges for providing services to a person who has a physical disability because of the person's disability. Company will provide service to and must comply with all applicable State of Florida and federal laws related to individuals with disabilities. Beginning on the Effective Date and throughout the Term of this Agreement, Company may be required to demonstrate to Authority's satisfaction its plan and ability to accommodate individuals with disabilities in accordance with applicable laws and regulations and as required by this Agreement.

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

E. Company will maintain the following records:

1. Individual Prearranged Ride records for at least one (1) year after the date on which each Prearranged Ride is provided; and

2. Individual records on TNC Drivers for at least one (1) year after the date on which the TNC Driver's relationship with Company ends.

4.21 Geo-Fence

Company will implement a virtual perimeter that encompasses the real-world geographic area comprised by the Airport ("Geo-Fence"). Company will use the Geo-Fence and other tools, as appropriate, to manage its Airport business, comply with the terms and conditions of this Agreement, and to transmit live data regarding its operations at the Airport. Company will demonstrate to Authority that Company's Geo-Fence has been established with the parameters and points established by Authority in Authority's sole discretion. Authority shall notify Company in writing of any failures or discrepancies with its Geo-Fence. Company shall correct such failures or discrepancies within twenty-four

(24) hours of such notice and demonstrate functionality and/or compliance with Authority provided parameters and points.

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

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

A. Upon Entry: Upon entry into the Geo-Fence, Company shall electronically record the TNC Driver unique identifier and license plate number of each TNC Vehicle, including unique trip number, date, time, geographical location, TNC Vehicle license plate number, and whether there is a Rider in the TNC Vehicle at the time of entry.

B. Upon ride completion on Airport property: When the TNC Driver completes a drop-off trip by indicating on Company's Digital Network that the Prearranged Ride is complete, Company shall record the date, time, and geographical location.

C. Upon Rider pickup on Airport property: When the TNC Driver picks up a Rider on Airport property by indicating on Company's Digital Network that a Rider has been picked up, Company shall record the unique trip number, date, time, geographical location, TNC Driver unique identifier, TNC Vehicle license plate number, and whether there is a Rider(s) in the TNC Vehicle.

D. Exiting the Geo-Fence: Upon exiting the Geo-Fence, Company shall record the unique trip number, date, time, geographical location, TNC Driver unique identifier, TNC Vehicle license plate number, and whether there is a Rider(s) in the TNC Vehicle.

E. TNC Drivers may not accept a Prearranged Ride for compensation other than from a Rider(s) arranged through the Company's Digital Network. If any TNC Driver attempts to circumvent the requirements of this Section 4.21 by disengaging from Company's Digital Network, Company will work in good faith with Authority to correct this conduct and prevent such conduct in the future. Additionally, at Authority's sole discretion, Company will be subject to the following penalties by Authority: 1) written warning sent to Company for a first offense issued and logged by the Authority's Operations Department, 2) written warning sent to Company for a second offense issued and logged by the Authority's Operations Department; and 3) banishment of TNC Driver from Airport by Company for a third offense issued and logged by the Authority's Operations Department. Any TNC Driver which exceeds three (3) offenses may be trespassed from Airport property by Authority, in its sole discretion, temporarily or permanently, pursuant to Section 4.08.

F. Prior to commencing service at Airport, Company will demonstrate to the satisfaction of Authority, any manual or other alternative method of tracking TNC Drivers in the event Company's Geo-Fence and/or Digital Network malfunctions or is otherwise inoperative. Such demonstration will consist of data reporting as required by this Agreement.

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

4.22 Alternative Technology Solution

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

4.23 TNC Driver Requirements

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

A. TNC Driver identity and color photo;

B. TNC Vehicle make and model;

C. TNC Vehicle license plate number;

D. Certificates or proof of insurance; and

E. The electronic equivalent of a Waybill that meets the criteria set forth in Section 4.26.

4.24 Transportation Requirements

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

A. TNC Drivers will only be allowed to pickup Airport Riders in Designated Areas as shown on Exhibit B. TNC Drivers will only be allowed to drop-off Airport Riders at airline locations on the Main Terminal departure drive curbsides.

B. Each TNC Driver must be able to produce, upon the request of any police officer or other Authority representative, the electronic equivalent of a Waybill meeting the requirements of Section 4.26 below.

C. Once a TNC Driver has made contact with an Airport Rider(s) with whom such TNC Driver was matched through the Company's Digital Network, the TNC Driver will promptly load such Airport Rider(s).

D. Each TNC Driver will limit their time in the Designated Areas or arrival and departure drive curbsides to the time required for the prompt loading and unloading of Airport Riders. After loading and unloading Airport Riders, the TNC Driver will thereafter promptly depart from the Airport or return to the staging area, unless being Matched or unless otherwise approved by Authority.

4.25 Electronic Receipt

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

A. The origin and destination of the Prearranged Ride;

B. The total time and distance of the Prearranged Ride; and

C. The total fare paid.

4.26 Waybills

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

4.27 Prohibited Activities

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

A. Disconnecting from Company's Digital Network when a TNC Driver's TNC Vehicle is on Airport property, unless the TNC Driver has departed the Airport and has left the Geo-Fence;

B. Any method used to circumvent the established Geo-Fence;

C. Allowing operation of a TNC Driver's TNC Vehicle on Airport roadways by an unauthorized driver;

D. Transporting an Airport Rider(s) in an unauthorized TNC Vehicle;

E. Picking up or dropping-off Airport Rider(s), or their baggage, at any location other than the Designated Areas;

F. Failing to provide information, or providing false information, to police officers or Authority officials;

G. Displaying to a police officer or Authority official a waybill in an altered or fictitious form;

H. Soliciting Airport Rider(s) on Airport property;

I. Recirculating on the road in front of the Main Terminal unless being Matched;

J. Failing to operate a TNC Vehicle in a safe manner;

K. Failing to comply with posted speed limits and traffic control signs;

L. Using profane or vulgar language;

M. Attempting to solicit payment in excess of that authorized by law;

N. Soliciting for or on behalf of any hotel, club, nightclub, or other business;

O. Soliciting any activity prohibited by applicable laws, rules or regulations;

P. Operating a TNC Vehicle which is not in a safe mechanical condition or which lacks mandatory safety equipment;

Q. Disconnecting any pollution control equipment;

R. Using or possessing any alcoholic beverage, illegal drug, or narcotic while on Airport property;

S. Operating a TNC Vehicle without proper certification or at any time during which Company's authority to operate on the Airport is suspended or revoked;

T. Engaging in any criminal activity; and

U. Littering, misuse, or destruction of Authority property, including, but not limited to, Designated Areas, staging area, terminal curbsides, and other Authority facilities.

4.28 Penalties for Violations

TNC Drivers may be subject to penalties at the sole discretion of the Authority resulting from violations of any of the prohibited activities in Section 4.27 above, or any violations of Authority's Rules and Regulations, Policies, Standard Procedures and/or Operating Directives. Penalties issued for the first violation, second violation, and third violation by TNC Drivers are set out in the table below. Any TNC Driver which commits more than three (3) violations in total may be banned from Airport by Company and may be trespassed from Airport by Authority.

First Violation	Written Warning issued to TNC Driver and copied to Company, logged by the Authority's Operations Department
Second Violation	Written Warning issued to TNC Driver and copied to Company, logged by the Authority's Operations Department
Third Violation	Company bans TNC Driver from Airport

ARTICLE 5: FEES AND PAYMENTS

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

A. MAPF

Company's MAPF for the Term of this Agreement is $996,448.00. For any period less than the twelve (12) months, the MAPF will be pro-rated. The MAPF begins on the Commencement Date and continues through the end of the Term of this Agreement.

B. Monthly Fee

During the Term of this Agreement, Company will pay to Authority a Per-Trip Fee of six dollars and fifty cents ($6.50) without offset or demand, each time a TNC Driver crosses the established Geo-Fence as described in Section 4.21 above and picks up a Rider(s). The Per-Trip Fee may be adjusted from time to time by the Authority Board with at least 21 calendar days' notice to Company.

Company acknowledges that the Per-Trip Fee is a fee payable by Company to the Authority under this Agreement and is not a fee imposed by Authority upon Riders. Authority does not require, but will not prohibit, a separate statement of and charge for the Per-Trip Fee provided that such Per-Trip Fee meets all of the following conditions: (a) it is permitted by the laws of the State of Florida and all other applicable laws, including, without limitation, Federal Trade Commission requirements, as such laws exist as of the Commencement Date of this Agreement, or such laws may hereafter be amended; (b) it is titled "TPA, Tampa International Airport or Airport Fee", or such other name as is first approved by the Authority in writing; (c) it will not be higher than the Per-Trip Fee established in the Agreement; and (d) Company will neither identify, treat, or refer to it as a tax, levy, nor states or imply that Authority is requiring the pass-through or collection thereof.

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

C. Payment of Privilege Fee

During the Term of this Agreement, on or before the fifteenth (15th) day of each month, Authority must ***receive*** payment from Company, without set off, deduction, prior notice, or demand, the greater of one-twelfth (1/12) of the MAPF **OR** the Monthly Fee from the prior month as reported on Exhibit A. For any payment period of less than one (1) month, the MAPF will be paid on a pro rata basis in the same proportion that the number of days in the payment period bears to the total number of days in the month for which the MAPF is payable.

If Company has paid to Authority an amount greater than Company is required to pay for its MAPF during an Agreement Year under this Agreement, Company will be entitled to a credit which must be used against the next invoice payable by Company under this Agreement. If Company has paid less than the amount required to be paid for its MAPF for an individual year under this Agreement, Company will pay the difference to Authority within fifteen (15) Days from the date of invoice for such amounts. If Company is owed any amounts by the Authority at the end of the Term

of this Agreement, Authority will issue a payment to Company within thirty (30) Days after the end of the Term of this Agreement.

5.02 Fees and Other Payments a Separate Covenant

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

5.03 Payment Method and Statement Filing

Company will submit all payments of Privilege Fees and all other fees and charges by Automated Clearing House electronic transfers. Reports and statements required to be filed by this Agreement shall be delivered to Receivables@TampaAirport.com.

5.04 Form of Payment

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.

5.05 Failure to Make Timely Payments

Without waiving any other right or action available to Authority, in the event Company is delinquent in the payment of fees or other charges due hereunder or rightly due and owing by an audit of Company's books and records as provided in Article 6.01, and in the event Company is delinquent in paying to Authority any such fees or other charges for a period of seven (7) Days after such payment is due, Authority reserves the right to charge Company a late fee of $250.00 per Day until such payments are received. If such payment date falls on a Saturday, Sunday or Authority observed holiday, payment will be due on the next business day.

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

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

The failure of Authority to take action in the event of a delinquent payment or series of payments will in no way waive the right of Authority to take such action at a subsequent

time. Authority expects all fees and other charges to be paid on time and Company agrees to pay on time.

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

5.06 Payment When Services Are Terminated at the Convenience of Authority

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

A. All work performed prior to the effective date of termination; and

B. Expenses incurred by Company in effecting the termination of this Agreement as approved in advance by Authority.

5.07 Place of Payments

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

5.08 Monthly Per-Trip Fee Statement

A. During the Term of this Agreement, Authority must ***receive*** from Company on or before the fifteenth (15^{th}) Day of each month, Company's Monthly Per-Trip Fee Statement for the previous calendar month. The Monthly Per-Trip Fee Statement will be in a form as shown on Exhibit A, or such other with detail satisfactory to Authority, and will contain the total number of Trips for the reporting period as well as transaction identification number, and the date and time of each Trip. The Monthly Per-Trip Fee Statement must be signed and certified by an officer of Company or Company must provide to the Authority a list of all employees certified by Company to submit the Monthly Per-Trip Fee Statement. Authority will not accept the Monthly Per-Trip Fee Statement if it is not properly signed and certified or if the individual submitting the Monthly Per-Trip Fee Statement is not on the list of certified employees previously provided by Company. All such information contained in the Monthly Per-Trip Fee Statement shall be accurate at all times. Payment is due without set off, deduction, prior notice, or demand, simultaneously with the submission of the Monthly Per-Trip Fee Statement to Authority.

B. Exhibit A is required to be submitted in electronic format utilizing the Authority's portal system.

C. The Parties recognize that Authority will incur additional administrative costs if Company is late in providing all of the monthly information in the Monthly Per-Trip Fee Statement required by this Article, and the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree Company will pay Authority, in addition to all other financial requirements of this Agreement, fifty dollars ($50) for each Day Company is late in submitting a Monthly Per-Trip Fee Statement in the format required by this Article. Said charge will continue until specific performance is accomplished and will not be offset against any other amount due Authority as detailed in this Agreement.

5.09 Misrepresentation

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

ARTICLE 6: RECORD KEEPING, REPORTS, ANNUAL AUDIT, AND END OF YEAR ADJUSTMENT

6.01 Books and Records

Company shall prepare and maintain, in accordance with Generally Accepted Accounting Principles, 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. Company will maintain accounting records and internal controls for at least five (5) years, but no more than seven (7) years in total duration, after expiration or termination of this Agreement. Accounting records of Company will be stored sequentially, or in such other manner as approved by Authority, to provide reasonable and expeditious access for audit purposes hereunder. 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 Annual Report

No later than ninety (90) Days after the end of each Agreement Year during the Term of this Agreement, Company shall, at its sole cost and expense, provide an annual report of Company's Trips, the MAPF and/or the Monthly Fee due to Authority, and the amounts paid to Authority as a Privilege Fee each Agreement Year during the Term of this Agreement (Annual Report). The first such Annual Report will cover the period of the Commencement Date through the following September 30th. If this initial period is less than ninety (90) Days, no Annual Report will be required for the initial period. Each subsequent Annual Report will cover the successive twelve (12) month period. The last such Annual Report will include the last day of operations. A $100 per Day penalty may

be assessed by Authority against Company for each Day the Annual Report is late pursuant to the terms of this Agreement.

An Annual Report may be in the form of an annual certified statement prepared by the chief financial officer of the Company when Company has operated less than fifteen thousand (15,000) Trips annually. When Company has operated greater than fifteen thousand (15,000) Trips annually, the Annual Report must be prepared by a licensed independent certified public accountant (CPA) and must be in the form of a Special Purpose Statement of Trips and Privilege Fees Due and Paid (Special Purpose Statement) audited in accordance with Generally Accepted Auditing Standards, or in the form of a Custom Attestation Report (Attestation) where Company management's assertions of the completeness and accuracy of Trips, Privilege Fees due and Privilege Fees paid are examined by the CPA in accordance with Attestation Standard AT-C 205. Each Annual Report will include a Special Purpose Statement or an exhibit indicating the Trips and Privilege Fees due and paid for each month of Company's operations in the Agreement year covered by such Annual Report.

When the Annual Report is to be prepared by a licensed CPA, Company shall, prior to preparing the required Annual Report, disclose to the Authority the name of the CPA that Company intends to use to prepare the Annual Report. Authority may reject Company's CPA if Authority concludes that such CPA is not qualified to prepare the required Annual Report. Authority shall provide Company with notice of such rejection within three (3) business days of Company's submission. If Company uses a CPA that Authority has rejected, Authority reserves the right to challenge any findings or conclusions of the Annual Report if it believes an error may have occurred. In such event, Authority may conduct its own audit at its sole expense under the provisions in Section 7.01 or may require production of the supporting documentation used to reach the finding or conclusion in question. The resolution of Authority of any dispute will be final.

There will be no limitation on the scope of the audit of the Special Purpose Statement or the examination of the Attestation that would preclude the CPA from expressing an unqualified opinion as to the correctness and completeness of the Special Purpose Statement or an opinion on management's assertions of the attestation. The Annual Report shall be prepared in accordance with the comprehensive basis of accounting defined herein and reported in a format acceptable to Authority. In addition, the examination will also review 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.

Authority reserves the right to challenge any findings or conclusions of the Annual Report if it believes an error may have occurred. In such event, Authority may conduct its own audit under the provisions in the Authority Right to Perform Audits, Inspections, or

Attestations Engagements Article below, or may require production of the supporting documentation used to reach the finding or conclusion in question.

The resolution by Authority of any dispute will be final. 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.

If, as a result of the Annual Report, Company has paid to Authority an amount greater than Company is required to pay as Privilege Fee for an Agreement Year under the terms of this Agreement, Company will be entitled to a credit against Company's Monthly Fee for the amount of the overpayment which must be used against the next invoice. If Company has paid less than the amount required to be paid as Privilege Fee for an Agreement Year, then Company shall pay the difference to Authority fifteen (15) Days from the date of invoice.

6.03 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, Exhibit A, and to require the submission by Company of other statistics and information pertaining to the number of trips and Per-Trip Fees 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.

6.04 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, website, or transmission, Authority shall not be obligated to furnish Company with the equipment or systems necessary to do so.

ARTICLE 7: AUTHORITY RIGHT TO PERFORM AUDITS, INSPECTIONS, OR ATTESTATION ENGAGEMENTS

7.01 Authority Right to Perform Audits, Inspections, or Attestation Engagements
Notwithstanding Company's requirement to submit an Annual Report as set forth above, Authority, or any duly authorized representative of the Authority, will have the right, at any time or times during the Term of this Agreement or within five (5) years after the end of this Agreement, with fourteen (14) Days advance written notice, to review all books and records of Company pertaining to Company's obligations under Article 5 of this Agreement and, where applicable, all individuals or other business entities who are party to this Agreement, including franchisee/licensee records and audits of all business

transacted at the Airport, which includes all Prearranged Rides from the Airport by TNC Vehicles/TNC Drivers, to substantiate the accuracy of reported Monthly Fees and Company's compliance with Article 5 of this Agreement. This includes, but is not limited to, books of account, statements, documents, records, waybills, returns, papers, and files as they pertain to Article 5 of this Agreement. Such right of examination will include cooperation by Company personnel as reasonably considered necessary by Authority or its representatives to complete the engagement. There may be no limitation in the scope of the engagement that would hinder Authority in testing the accuracy and completeness of the reported Trips and Privilege Fees. All such books and records will be kept for a minimum period of five (5) years following termination or expiration of this Agreement.

7.02 Company will convey any and all books and records responsive to any audits required by this Article to the Authority via electronic means to be agreed upon by Company and Authority. Company will provide Authority representatives with retrievals of computer-based record or transactions the representatives determine to be necessary to conduct the engagement. Company may redact any sensitive or confidential information in the documents that it provides to Authority that is not directly relevant to the subject engagement. Company will not charge Authority any cost of retrieving, downloading to storage media and/or printing of any records or transactions stored in magnetic, optical microform or other media. Company will provide all records and retrievals requested within fourteen (14) Days of initial request at start of the engagement and seven (7) Days for each subsequent request. The Parties recognize that Authority will incur additional costs if records requested are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree that Authority may assess liquidated damages in the amount of one hundred dollars ($100.00) per Day, for each requested record not received. Such damages may be assessed beginning on the fifteenth (15th) Day following the date of initial request at start of the engagement and the eighth (8th) Day following the date for each subsequent request and continuing until the record is provided. Such liquidated damages are not a penalty. Such audit will be at the sole expense of the Authority. Company's failure to provide requested records in accordance with this Section will constitute a material breach only if such failure continues for more than thirty (30) Days after written notice from Authority specifying the records not provided. Audit costs will be allocated as provided in Section

7.03. Authority may, on reasonable advance notice and during normal business hours, interview Company's designated representative and relevant finance personnel regarding matters directly relevant to the engagement. Authority may retain copies of records relevant to the engagement solely as needed to support auditor workpapers, subject to Company's redaction rights under this Section and to the public-records notice and confidentiality provisions of Article 21.

7.04 If, as a result of any engagement, it is established that Company owes additional Monthly Fees or charges to Authority, Company will pay such additional Monthly Fees and/or charges to Authority and Authority may assess interest at the Wall Street Journal prime

rate on the amount due from the date the amount was initially due. If it is established that Company underreported Monthly Fees or charges by three percent (3%) or more for the period under consideration, the entire expense of the engagement may be billed to Company. All payments will be due on the date stated by written notice and/or invoice from Authority to Company, but no less than fifteen (15) Days following issuance of said written notice and/or invoice.

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

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 related to this Agreement and will provide Authority a copy of any audit documents or reports so received.

7.05 The 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 8: DEFAULT AND TERMINATION

8.01 Events of Default

The following events will be deemed events of default (each an "Event of Default") by 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 in the Agreement for a period of ten (10) Days after notice of such to Company.

C. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement, the 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 thirty (30) Days of receipt by Company of Authority's written notice to cease said business or acts (which 30-Day notice and cure period shall also satisfy the 30-Day notice requirement of the Authority Remedies Section below).

D. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).

E. The appointment of a trustee, custodian, or receiver of all or a substantial portion of Company's assets; or the insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof, including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.

F. Company's violation of Florida Statute Section 287.133 concerning criminal activity on agreements with public entities.

8.02 Authority's Remedies

In the event of any of the foregoing Events of Default, and following thirty (30) Days' notice by Authority and Company's failure to cure, Authority, at its election, may exercise any one or more of the following option 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 applicable laws. Company will remain liable for all payments or other sums due under this Agreement and for all damages suffered by Authority because of Company's breach of any of the covenants of this Agreement; or

B. Declare this Agreement to be terminated, ended, null and void.

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

8.03 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.

8.04 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 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.

8.05 Habitual Default

Notwithstanding the foregoing, in the event that the Company has defaulted three (3) times within one (1) Agreement Year in the performance of this Agreement or breached any of the terms, covenants and conditions required in this Agreement, as determined solely by the Authority, and regardless of whether the Company has cured each individual condition of breach or default, the Company may be determined by the Authority to be a "habitual violator." At the time that such determination is made, the Authority will issue to the Company a written notice advising of such determination and citing the circumstances therefore. Such notice will also advise Company that there will be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breaches or defaults of whatever nature, taken together with all previous breaches and defaults, will be considered cumulative and collectively will constitute a condition of non-curable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default, the Authority may terminate this Agreement upon the giving of written notice of termination to the Company, such termination to be effective upon delivery of the notice to the Company.

ARTICLE 9: INDEMNIFICATION

A. To the maximum extent permitted by Florida law, in addition to Company's obligation to provide, pay for and maintain insurance as set forth elsewhere in this Agreement, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, royalties, fines, and damages (including but not limited to claims for reasonable 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, reckless, intentional wrongful conduct, activities, or operations;

3. breach of the terms of this Agreement;

4. performance, non-performance or purported performance of this Agreement;

5. violation of any applicable 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 Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company, including TNC Drivers when on a Trip arranged via Company's Digital Network or logged into Company's Digital Network and on Airport property, whether the liability, suit, claim, lien, expense, loss, cost, royalty, fine or damages is caused in part by an indemnified party.

B. In addition to the duty to indemnify and hold harmless, Company will have the separate and independent duty to defend Authority, its members, officers, agents, employees, and volunteers from and against all suits, claims, or actions of any nature seeking damages, equitable or injunctive relief, expenses, liens, expenses, losses, costs, royalties, fines, reasonable 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. 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, 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 Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company, including TNC Drivers when on a Trip arranged via Company's Digital Network or logged into Company's Digital Network and on Airport property, regardless of whether it is caused in part by 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 claims caused by the negligence, acts or omissions, of the Authority, it's members, officers, agents, employees and volunteers.

C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06(2)-(3) or Florida Statute § 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' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Company and persons employed or utilized by Company in the performance of this Agreement, including TNC Drivers when on a Trip arranged via Company's Digital Network or logged into Company's Digital Network and on Airport property.

D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by 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 Authority, 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. The 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 Sections A - H or any part of this Sections A – H is deemed to conflict in any way with any applicable laws, the Section or part of the Section will be considered modified by such law to remedy the conflict.

J. This Article will not apply to the extent any liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, are caused in whole or in part by the negligence or willful misconduct of Authority, its members, officers, agents, employees, or volunteers.

ARTICLE 10: INSURANCE

10.01 Insurance Terms and Conditions

Company must maintain the following limits and coverages pursuant to Florida Statute Section 627.748 uninterrupted or amended through the Term of this Agreement. In the event Company becomes in default of the following requirements, Authority reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers Compensation/Employer's Liability and Cyber and Professional Liability will provide that the Authority, members of 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.

10.02 Required Coverage – Minimum Limits

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work 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.

10.03 Limits and Requirements

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

1. Recognizes that the TNC Driver is a TNC Driver or otherwise uses a vehicle to transport Riders for compensation; and

2. Covers the TNC Driver while the TNC Driver is logged on to the Digital Network of Company or while the TNC Driver is engaged in a Prearranged Ride.

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

1. Automobile insurance that provides:

a. Primary automobile liability coverage of at least $50,000 for death and bodily injury per person, $100,000 for death and bodily injury per incident, and $25,000 for property damage;

b. Personal injury protection benefits that meet the minimum coverage amounts required under Florida Statute Sections 627.730-627.7405; and

c. Uninsured and underinsured vehicle coverage as required by Florida Statute Section 627.727.

2. The coverage requirements of this paragraph may be satisfied by any of the following:

a. Automobile insurance maintained by the TNC Driver;

b. Automobile insurance maintained by Company; or

c. A combination of (a) and (b).

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

1. Automobile insurance that provides:

    a. Primary automobile liability coverage of at least one million dollars ($1,000,000) for death, bodily injury, and property damage;

    b. Personal injury protection benefits that meet the minimum coverage amounts required of a limousine under Florida Statute Sections 627.730-627.7405; and

    c. Uninsured and underinsured vehicle coverage as required by Florida Statute Section 627.727.

2. The coverage requirements of this paragraph may be satisfied by any of the following:

    a. Automobile insurance maintained by the TNC Driver;

    b. Automobile insurance maintained by Company; or

    c. A combination of (a) and (b).

D. If the TNC Driver's insurance under (B) or (C) above has lapsed or does not provide the required coverage, the insurance maintained by Company must provide the coverage required under this Article, beginning with the first dollar of a claim, and Company will have the duty to defend such claim.

E. Coverage under an automobile insurance policy maintained by Company must not be dependent on a personal automobile insurer first denying a claim, and a personal automobile insurance policy is not required to first deny a claim.

F. Insurance required under this Article must be provided by an insurer authorized to do business in the State of Florida which is a member of the Florida Insurance Guaranty Association or an eligible surplus lines insurer that has a superior, excellent, exceptional, or equivalent financial strength rating by a rating agency acceptable to the Office of Insurance Regulation of the Financial Services Commission.

G. Insurance satisfying the requirements under this Article is deemed to satisfy the financial responsibility requirement for a motor vehicle under Chapter 324, Florida Statutes, and the security required under Florida Statute Section 627.733 for any period when the TNC Driver is logged on to the Digital Network or engaged in a Prearranged Ride.

H. A TNC Driver shall carry proof of coverage satisfying (B) and (C) above with him or her at all times during his or her use of a TNC Vehicle in connection with a Digital Network. In the event of an accident, a TNC Driver shall provide this insurance coverage

information to any party directly involved in the accident or the party's designated representative, automobile insurers, and investigating police officers. Proof of financial responsibility may be presented through an electronic device, such as a digital phone application, under Florida Statute Section 316.646. Upon request, a TNC Driver shall also disclose to any party directly involved in the accident or the party's designated representative, automobile insurers, and investigating police officers whether he or she was logged onto a Digital Network or was engaged in a Prearranged Ride at the time of the accident.

I. Cyber Liability and Data Storage

The Company shall purchase and maintain Cyber Liability Insurance, throughout the life of this Agreement for services completed during the Term of this Agreement. Such insurance shall cover, at a minimum, the following:

- **Network Security Liability** (also known as: Cyber Liability, Information Security Liability, Data Security Liability, and security and privacy liability);

- **Information Security & Privacy Liability (also commonly known as Data Security and Privacy),** including coverage for PCI fines, expenses, defense costs, and regulatory actions for disclosure of confidential information;

- **Digital Asset Protection/Security**, including costs to reconstruct, restore, or replace damaged software and data;

- **Ransomware/Cyber-Extortion coverage**, the coverage, at a minimum, shall include negotiation and payment of ransomware demands and other losses from "ransomware" attacks resulting from the Services provided by Contractor to the Authority. Coverage extends to those payments made via traditional currencies, as well as non-traditional cryptocurrencies such as Bitcoin;

- **Data Breach Response Coverage** (also known as Incident Response coverage). The coverage shall include, at a minimum, 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;

- **Data breach liability**, including unauthorized access, transmission of malicious code, and failure to protect confidential or personal information;

- **Network security and privacy liability**; and

- The policy may not contain any exclusion for **Cyber Terrorism** coverage.

The minimum limits of coverage shall be:	
Each Claim	$5,000,000
Annual Aggregate	$5,000,000
Event Management Expenses	$5,000,000

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 day of the Term of this Agreement. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Effective Date of this Agreement, 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 provided during the Term of this Agreement.

The Cyber Liability Insurance coverage may be subject to a deductible or self-insured retention, provided that Company shall remain solely responsible for the payment of any claims, losses, or expenses that fall within such deductible or self-insured retention amount.

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 combined limits of coverage will be increased to:

Each Claim	$10,000,000
Annual Aggregate	$10,000,000

J. Technology Professional Liability/Errors and Omissions Insurance

The Company shall purchase and maintain, throughout the life of this Agreement, a Technology Professional Liability/Errors and Omissions insurance policy covering liability arising from or in connection with negligent acts, errors, omissions, systems failures, or failure to render technology professional services or in connection with the specific services to perform as intended and described in this Agreement, including technology-related design and consulting by the Company, its agents, representatives, or employees.

The coverage shall include claims arising from the following types of activities and incidents:

- Software development, implementation, configuration, integration, and maintenance services;

- Failure of Software, hardware, cloud services, or hosted environments provided or managed by Company;

- Media liability, including infringement of copyright, trademark, or other intellectual property rights arising from Company's deliverables; and

The minimum limits of Technology Professional Liability/Errors and Omissions insurance covering all services of Company without any exclusions unless approved in writing by Authority are:

Each Claim	$5,000,000
Annual Aggregate	$5,000,000

Such Technology Professional Liability/Errors and Omissions coverage must be provided on a Claims Made Form, where the retroactive date must be no later than the first date of this Agreement. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Effective Date of this Agreement, 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.

10.04 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, agents, and employees, for damages or loss to the extent covered and paid for by Commercial General Liability and Commercial Auto Policies.

10.05 Conditions of Acceptance

The insurance maintained by Company must conform at all times with Authority's Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time, and which can be provided upon request; provided, however, that notwithstanding anything in Standard Procedure S250.06 to the contrary: (i) Company shall not be required to provide a per-project aggregate limit; (ii) the obligation to provide 30 days' advance written notice of cancellation shall be borne by Company rather than the insurer; (iii) any future modifications to the coverages or limits required under this Agreement must be agreed to by mutual written amendment; and (iv) Authority expressly accepts Company's standard deductibles and self-insured retentions as currently maintained in its corporate insurance program.

ARTICLE 11: SECURITY FOR PAYMENT

A. Form of Security Deposit

To secure payment for fees, charges and other 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 combined total of the monthly Privilege Fees actually paid by Company to Authority for the months of May 2026 and June 2026. 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 three months of fees payable to the Authority under this Agreement 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 within ten (10) Days of the Effective 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.

B. 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. Authority's CEO 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 fees, charges and other payments because of increased obligations hereunder, or, if upon a review of Company's payment or performance history at the Airport, Authority determines an increase is required.

C. 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 of this Agreement. Upon termination of this Agreement, the release of the 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 the Authority Right to Perform

Audits, Inspections, or Attestation Engagement Article of this Agreement. Authority shall release the Security Deposit without interest within 30 Days of Company meeting the above requirements.

ARTICLE 12: 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, Airport 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 the Airport. Company, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Company or Authority by the Federal Government, including, but not limited to, the 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 shall reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within fifteen (15) Days of written notice from Authority.

ARTICLE 13: 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 Authority herein reserves the right to grant similar privileges to another concessionaire, lessee, or other tenants on other parts of the Airport.

ARTICLE 14: 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 or its subcontractors and without interference or hindrance.

ARTICLE 15: 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 16: NON-DISCRIMINATION

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

A. Compliance with Regulations. Company will comply with the 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 under this Agreement, will not discriminate on the grounds of race, color, or national origin, creed, sex, 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 contract 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) including amendments thereto;

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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

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 Ill of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq), 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 as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

9. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681et seq).

C. Solicitation for subcontracts, including procurement 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 Non-Discrimination Acts and Authorities on the grounds of race, color, national origin, sex, creed, age or disability.

D. Information and Reports. Company will provide all information and reports required by the Acts, Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Non-Discrimination 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 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,

1. withholding of payments to Company under this Agreement until Company complies, and/or

2. canceling, terminating or suspending this Agreement, in whole or in part.

F. Incorporation of Provisions. Company will include the provisions above in every subcontract including procurement of materials and leases of equipment, unless exempt by the Acts, the

Regulations, and directives issued pursuant thereto. Company will take 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 any litigation to protect the interests of Authority. In addition, Company may request the United States to enter into the litigation to protect the interests of the United States.

ARTICLE 17: ASSIGNMENT AND SUBCONTRACTING

Company will not assign, subcontract, sublease, or license this Agreement without the prior written consent of Authority. Any purported assignment, subcontract, license, or sublease of this Agreement without the prior written consent of 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's rights to enforce any and all provisions of this Agreement.

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

Company's agreements with TNC Drivers shall not be subject to this Article 17.

ARTICLE 18: 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 is authorized to do business in the State of Florida, and the undersigned officer is authorized and empowered to bind the organization to the terms of this Agreement by his or her signature thereto.

ARTICLE 19: WAIVER OF CLAIMS

Company hereby waives any claim against the City of Tampa, Hillsborough County, State of Florida, and Authority and its officers, Board members, agents, volunteers, 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 20: 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 21: 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 applicable laws.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable laws for the duration of the Term of this Agreement and following completion of the Term of this Agreement.

D. Upon completion of the Term of this Agreement, keep and maintain public records required by Authority to perform the services. The Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority, upon request from Authority custodian of records, in a format that is compatible with the information technology systems of Authority.

Upon receipt of a public records request for records relating to Company, Authority will email a copy of such request to Company at **us-airports@uber.com**. If Company does not object in writing within five (5) business days, Company will have waived any objection and Authority may

release the requested records as public records without liability. If Company objects, but Authority determines nonetheless that it must disclose such records in accordance with Florida Public Records laws, Authority will provide Company with written notice five (5) business days prior to the proposed disclosure.

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

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 22: DATA SECURITY

A. 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 the services under this Agreement by such personnel.

   Company must notify the Authority in advance of engaging any subcontractors that will have access to Authority Data and provide details about the subcontractor's data security practices.

   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 business. Company must implement strict access controls to ensure that only authorized personnel have access to Authority Data, including requirements for user authentication, role-based access control, and regular access reviews.

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 enc0ryption 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 its business 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 in a manner that, at a minimum, adheres to Authority's security policies, procedures, and other requirements. 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 the operation of its business 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 its business 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 Company's operation at the Airport. Company will notify the Authority in writing within 24 (twenty-four) hours of any actual or suspected non-compliance with applicable data protection laws or any security incidents involving Authority Data.

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. Company shall conduct annual penetration testing of all Systems and networks identified as high risk, high value, or requiring additional scrutiny. Such tests will be performed by qualified third-party experts, and the findings shall be reported to the Authority upon request.

E. Notice to Authority

Company will adhere to and abide by the security measures and procedures established by Authority and any applicable regulatory entities including, but not limited to, the TSA, and any terms of service agreed to by Authority regarding data security. In the event Company or Company's subcontractor (if any) discovers or is 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 Authority's Vice President of Communications, Marketing, and Strategy prior written approval.

F. Data Breach Responsibilities

Upon discovery of an actual or reasonably suspected loss, or unauthorized use, access, or disclosure of Authority Data, Company agrees to fully cooperate with the Authority in investigation or response efforts related to the Data Breach, including providing access to relevant documentation, records, and resources as needed, to include:

1. investigating and resolving any data privacy or security issues;

2. upon request, providing Authority with an AAR 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 any dependency on GPS technology or GPS technology incorporated in Company's product or services.

Notwithstanding any provisions to the contrary in this Article, the restrictions herein shall not apply to standard, proprietary machine learning algorithms, automated routing, or predictive dispatch systems utilized by Company solely for real-time navigation, vehicle dispatching, automated traffic coordination, or driver telemetry tracking within the Airport campus. This exception applies strictly to operational transportation data required to facilitate the transportation service and does not permit the use of non-operational Authority Data (such as financial, administrative, or security records) for AI model development.

ARTICLE 23: 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 hereinafter in this Agreement or, in the event of a foreign address, delivery 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 protest thereto, any laws to the contrary notwithstanding.

ARTICLE 24: 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 25: NOTICES AND COMMUNICATIONS

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

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

OR

(HAND DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
5411 SKYCENTER DRIVE
SUITE 500
TAMPA, FLORIDA 33607-1470
ATTN: CHIEF EXECUTIVE OFFICER

TO COMPANY:

(MAIL DELIVERY)
UBER TECHNOLOGIES, INC.
ATTN: AIRPORT OPERATIONS
1725 3RD STREET
SAN FRANCISCO, CA 94158

OR

(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 26: PROHIBITED ACTS

Company will not interfere or permit interference with the use, operation, or maintenance of Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electrical or other systems installed or located from time to time at Airport. Company will not engage in any activity prohibited by Authority Rules and Regulations and Operating Directives as may be modified during the Term of this Agreement.

ARTICLE 27: 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 28: 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 29: 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 30: FAA APPROVAL

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

ARTICLE 31: SIGNATURES

A. Signature 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.

B. 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 (1) instrument.

ARTICLE 32: PUBLIC ENTITY CRIME

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

ARTICLE 33: SCRUTINIZED COMPANIES

Company is required to complete Exhibit D, Scrutinized Company Certification, at the time this Agreement is executed and to complete a new Exhibit D 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), has been placed on the Scrutinized Companies with Activities in

Sudan List, has been engaged in business operations in Cuba or Syria, has been placed on a list created pursuant to Florida Statute Section 215.743 relating to scrutinized active business operations in Iran, has been placed on the Scrutinized Companies or Other Entities that Boycott Israel list, or is engaged in a boycott of Israel.

ARTICLE 34: ANTI-HUMAN TRAFFICKING LAWS

Company is required to complete Exhibit E, Affidavit of Compliance with Anti-Human Trafficking Laws, 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 787.06 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 (14).

ARTICLE 35: USE OF ARTIFICIAL INTELLIGENCE

A. 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.

B. 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.

C. 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 its operation at the Airport. 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.

D. 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 Company's operation at the Airport as well as detailed identification of data sources, data stores, data processing, networks and AI utilized.

E. Authority shall have sole and absolute discretion to approve or deny the use of AI for any aspect of Company's operation at the Airport.

D. To maintain the confidentiality of Authority 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 Systems if it is unsure whether it should input certain information.

E. Company must implement robust security measures to protect the Authority 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.

H. 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.

I. 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.

J. Company is fully liable for any damages arising out of use of AI and Authority Data.

K. 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.

L. 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.

M. Notwithstanding any provisions to the contrary in this Article, the restrictions herein shall not apply to standard, proprietary machine learning algorithms, automated routing, or predictive dispatch systems utilized by licensed Ground Transportation Network Companies solely for real-time navigation, vehicle dispatching, automated traffic coordination, or driver telemetry tracking within the Airport campus. This exception applies strictly to operational transportation data required to facilitate the transportation service and does not permit the use of non-operational Authority Data (such as financial, administrative, or security records) for AI model development.

ARTICLE 36: 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 37: RELATIONSHIP OF THE PARTIES

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

ARTICLE 38: MISCELLANEOUS

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

ARTICLE 39: 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 Contract 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 40: ORDER OF PRECEDENCE

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

ARTICLE 41: 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 42: 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 43: 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 44: SUBORDINATION TO TRUST AGREEMENT

This Agreement and all rights of Company hereunder are expressly subordinate and subject 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 45: 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 46: RIGHT TO AMEND

In the event that the United States Government including, but not limited to, the FAA and TSA, or itsr 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 47: TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 48: 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 5th day of November, 2026.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

ATTEST: _____ BY: _____

Harry Cohen, Assistant Secretary/Assistant Treasurer — Arthur F. Diehl, III Chairman

Address: PO Box 22287
Tampa, FL 33622

Address: PO Box 22287
Tampa, FL 33622

LEGAL FORM APPROVED:

WITNESS: _____ BY: _____

Signature — 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, ☐ this ____ day of _____, 2026, by Arthur F. Diehl, III in the capacity of Chairman, and by Harry Cohen in the capacity of Assistant Secretary/Assistant Treasurer, of the Board of Directors, Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Stamp or Seal of Notary

_____

Signature of Notary

_____

Printed Name

_____

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

RASIER-DC, LLC.

Signed in the Presence of:

Jonathan Michael Rauch
Witness

Jonathan Rauch
Printed Name

Amelia Ellen Cooper-Wall
Witness

Amelia Cooper-Wall
Printed Name

BY: Andreas Eric Jeninga
Signature

Authorized Signatory
Title

Andy Jeninga
Printed Name

1725 3rd Street
Printed Address

San Francisco, CA 94158
City/State/Zip

RASIER-DC, LLC

STATE OF Virginia

COUNTY OF Prince William

The foregoing instrument was acknowledged before me by means of physical presence or ✔online notarization, this 21st day of October, 2026, by Andreas Eric Jeninga (name of person) as Authorized Signatory (type of authority) for RASIER-DC, LLC (name of party on behalf of whom instrument was executed).

Md Mostafa Kamal
(Signature of Notary Public – State of Virginia)

Md Mostafa Kamal
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known to me OR Produced Identification

Driver License
(Type of Identification Produced)

COMMONWEALTH OF VIRGINIA · N · ELECTRONIC NOTARY PUBLIC

Md Mostafa Kamal

REGISTRATION NUMBER
00382492
COMMISSION EXPIRES
September 30, 2029

Notarized remotely online using communication technology via Proof.

EXHIBIT A
MONTHLY PER-TRIP FEE STATEMENT

TAMPA INTERNATIONAL AIRPORT
TRANSPORTATION NETWORK COMPANY

NOTE: This information is due in the portal by the 15TH day of the month following the reporting month.

Company:_____

Month:_____ Year_____

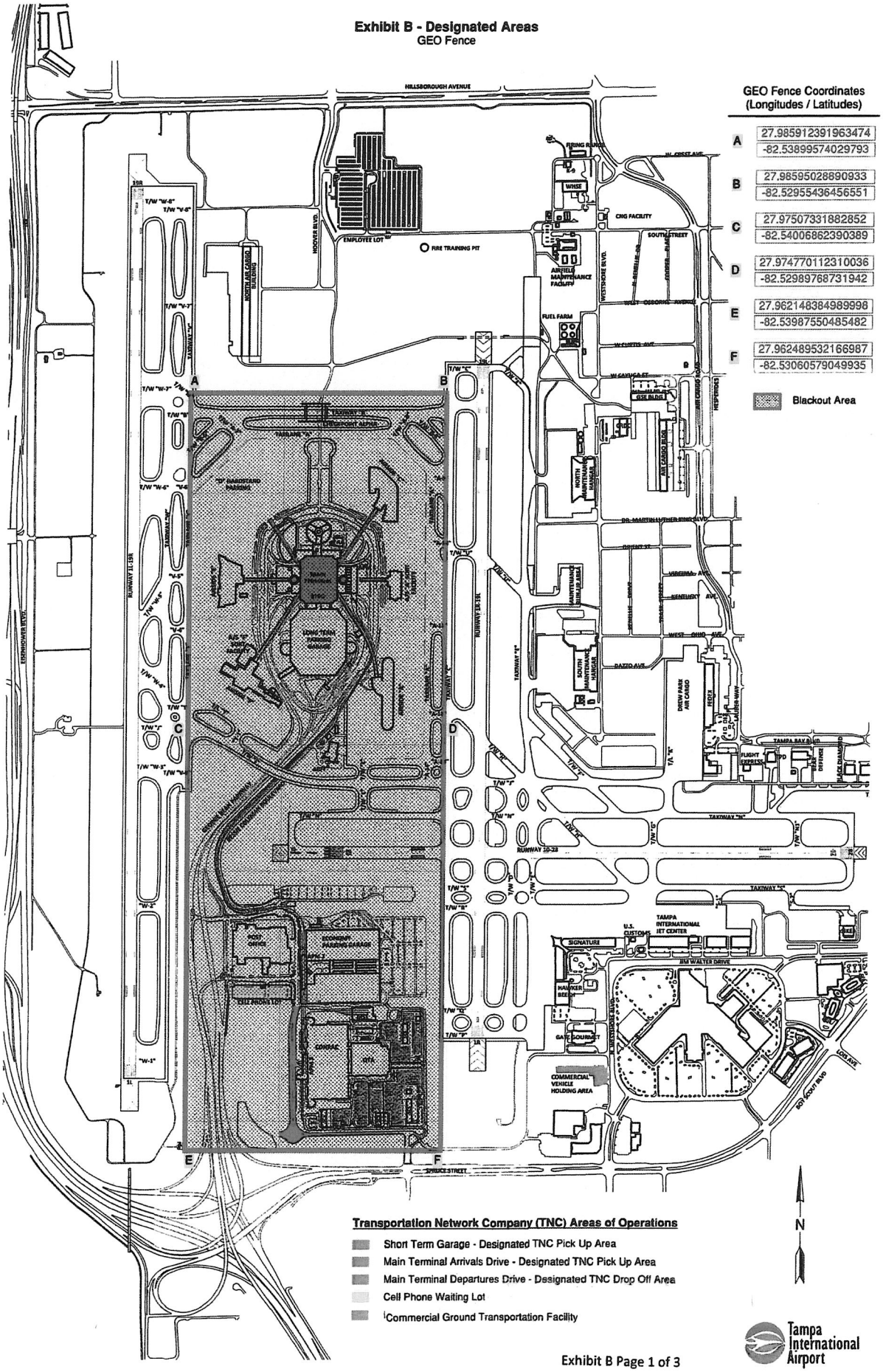
Day	Number of Trips
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	
Total Number of Trips	
Per-Trip Fee @$6.50 X # of Trips	$
Versus 1/12 of the MAPF	$
TOTAL AMOUNT DUE WITH THIS REPORT	$

I hereby certify, to the best of my knowledge, that the above reported amounts are true, correct, and completely in accordance with Section 5.08, and I am an officer of the Company or I am certified by the Company to submit this Monthly Per-Trip Fee Statement.

_____ _____
Name Title

_____ _____
Signature, of officer of Company Date

Exhibit B - Designated Areas
GEO Fence



GEO Fence Coordinates (Longitudes / Latitudes)

A	27.985912391963474
	-82.53899574029793
B	27.98595028890933
	-82.52955436456551
C	27.97507331882852
	-82.54006862390389
D	27.974770112310036
	-82.52989768731942
E	27.962148384989998
	-82.53987550485482
F	27.962489532166987
	-82.53060579049935

Blackout Area

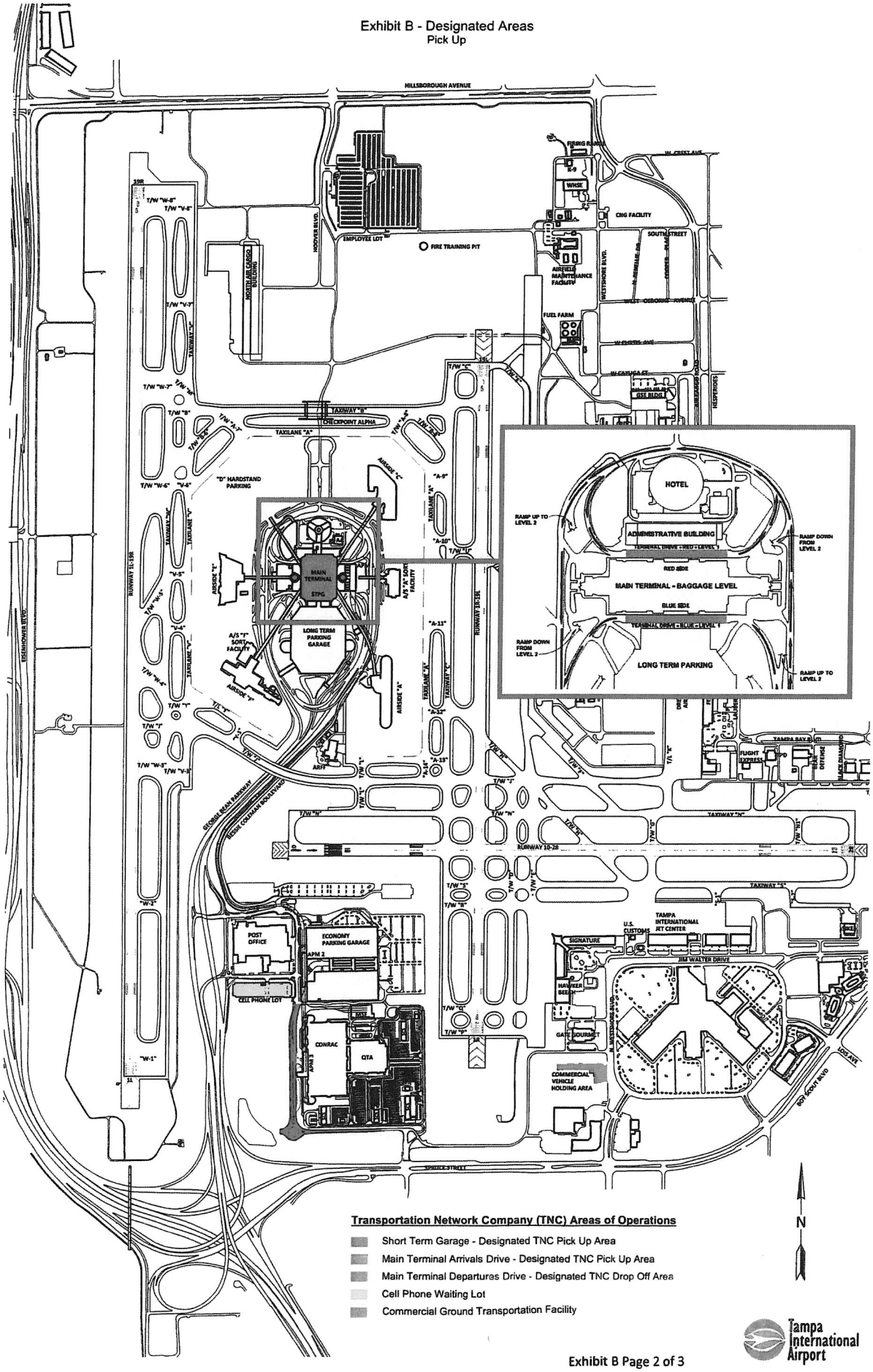
Transportation Network Company (TNC) Areas of Operations

- Short Term Garage - Designated TNC Pick Up Area
- Main Terminal Arrivals Drive - Designated TNC Pick Up Area
- Main Terminal Departures Drive - Designated TNC Drop Off Area
- Cell Phone Waiting Lot
- Commercial Ground Transportation Facility

N

Tampa International Airport

Exhibit B - Designated Areas
Pick Up



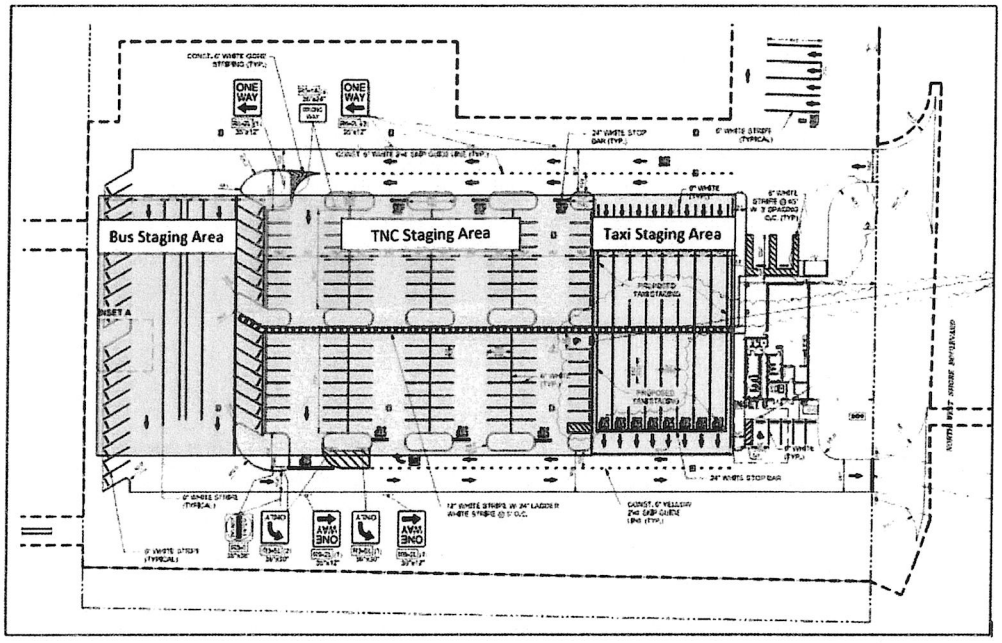
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- Cell Phone Waiting Lot
- Commercial Ground Transportation Facility

Tampa International Airport

Exhibit B – Designated Areas
Staging

Ground Transportation Center Assigned Parking



N

Tampa International Airport

EXHIBIT C
SAMPLE DATA INTERFACE REQUIREMENTS

Overview

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

Description

Geo-Fence Identifier (geofence_id) maps to a particular Geo-Fence at a particular facility.
Transaction Type (txn_type - see below) maps to a Read Point.
TNC Identifier (tnc_id) maps to an Account.

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

Customer Specific Data

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

a. URL
b. tnc_id
c. username and password
d. geofence_id

Implementation

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

Message Details

The HTTP/HTTPS request body is defined as follows.

Sample JSON Data Packet

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

Sample Request Header

POST / HTTPS/1.1
Content-Type: application/json
Authorization: Basic QWxhZGRpbjpvcGVuIHNlc2FtZQ==
Content-Length: 208

Authentication

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

JSON Message Fields

uid

Driver Id
Driver Id is the unique identifier for a Driver.

Format: String (alphanumeric (A-Za-z0-9) and dash/hyphen (-))
Example Value: 3c22a7453

tnc_id

The assigned number for the TNC.

Format: Integer
Example Value: 32123

license_plate

Vehicle license plate value. Cannot be blank.
Format: String (alphanumeric (A-Za-z0-9), dash, and asterisk)
Example Value: 7ABC529

timestamp

The time the event occurred.
Format: ISO 8601 Date and Time in UTC using a 24 hour clock, [YYYY]-[MM]-[DD]T[hh]:[mm]:[ss]Z
Example Value: 2015-02-06T14:58:27Z

txn_type

The type of event specific to the Geo-Fence that is referenced in this message.
Format: String
Possible Values: 'ENTRY', 'EXIT', 'PICK-UP', 'DROP-OFF'

ride_count

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

Format: Integer
Possible Values: 0 or 1

lon

The longitude coordinate of the event.

Format: World Geodetic System 1984 (WGS84)
Example Value: -122.4129622

lat

The latitude coordinate of the event.

Format: World Geodetic System 1984 (WGS84)
Example Value: 37.7603668

geofence_id

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

Format: String (alphanumeric – A-Za-z0-9) Example
Value: 3c22a7453

Response

HTTP 200: Returned for a valid message that was successfully processed.
HTTP 401: Returned for a message with an incorrect username/password.
HTTP 400: Returned for a failed message. Either not received or there was a processing error.

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

Exhibit D
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 of services of $1 million or more.

Company: Rasier-DC, LLC		
Address: 1725 3rd Street		
City: San Francisco	State: CA	Zip Code: 94158
Phone:	Email: regulatory@uber.com	
Federal ID Number: 30-0855471		

I, Andy Jeninga, as a representative of Rasier - DC, LLC 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

Authorized Signatory
Title

Andy Jeninga
Printed Name

10/20/26
Date

Exhibit E
Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with Section 787.06(14), Florida Statutes, the undersigned, on behalf of Rasier-DC, LLC ("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: October 20, 2026

Entity: Rasier - DC, LLC

Signed: [signature]

Name: Andy Jenings

Title: Authorized Signatary