

**OPERATING AGREEMENT FOR TRANSPORTATION NETWORK COMPANY SERVICES AT
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT AND PORT EVERGLADES
BETWEEN BROWARD COUNTY AND VIBE DIRECT LLC d/b/a VIBE RIDES**

This Operating Agreement for Transportation Network Company Services at Fort Lauderdale-Hollywood International Airport and Port Everglades is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Vibe Direct LLC d/b/a Vibe Rides, a Texas corporation ("Company") (collectively referred to as the "Parties").

RECITALS

A. County owns and operates Fort Lauderdale-Hollywood International Airport and Port Everglades.

B. Company is operating a transportation network company business whereby TNC Drivers provide TNC Services (as those terms are defined herein).

C. County regulates ground transportation services that are provided at the Airport and Port to promote the highest quality of service and in an attempt to ensure efficiency and safety for the passengers and customers at the Airport and Port.

D. County and Company desire to enter into this nonexclusive Agreement relating to the payment of pick-up fees, staging, pick-up, and other similar operational issues at the Airport and Port.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

The following definitions and identifications set forth below apply unless the context in which the word or phrase is used requires a different definition:

1.1 **Agreement** means this Operating Agreement for Transportation Network Company Services at Fort Lauderdale-Hollywood International Airport and Port Everglades, including any supplements, modifications, or amendments thereof.

1.2 **Airport** means Fort Lauderdale-Hollywood International Airport, located in Broward County, Florida, and all property encompassed within the boundaries of the Airport.

1.3 **Airport Operational Guidelines** means the plan established by County to organize and manage ground transportation modes at the Airport, including TNC Services, as such Airport Operational Guidelines may be amended from time to time. The current Airport Operational Guidelines can be found at the following website:

<http://www.broward.org/Airport/passengers/Transportation/Pages/Cruise-and-Ground-Transportation.aspx>

1.4 Airport Terminals and Terminals mean the airline passenger terminal buildings now and hereafter located at the Airport.

1.5 Aviation Department means the Broward County Aviation Department or any successor agency, and its authorized representatives.

1.6 Board means the Board of County Commissioners of Broward County, Florida.

1.7 Director of Aviation means the Director of Aviation or the Acting Director of Aviation, or such other person or persons as may from time to time be authorized in writing by the Board, the Broward County Administrator, or the Director of Aviation to act for the Director of Aviation with respect to any or all matters pertaining to this Agreement.

1.8 Effective Date means the date that this Agreement shall be effective between the Parties, which Effective Date is hereby established as the first day by which County and Company shall both have executed this Agreement.

1.9 Environmental Laws means any and all applicable federal, state, County, and local statutes, ordinances, regulations, codes, rules, laws, permits, orders, advisory circulars, resolutions, development orders, grant agreements, and directives of any federal, state, or local court, governmental, or quasi-governmental entity with jurisdiction of such matter that have been or may hereafter be adopted, including, but not limited to, those relating to the generation, use, storage, transportation, or disposal of hazardous materials. Such laws include, but are not limited to: the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USC § 9601, et seq.); the Resources Conservation and Recovery Act of 1976 (42 USC § 6901, et seq.); the Clean Water Act (33 USC § 1251 et seq.); the Safe Drinking Water Act (42 USC § 300, et seq.); the Hazardous Materials Transportation Act (49 USC § 5101, et seq.); the Toxic Substance Control Act (15 USC § 2601, et seq.); Chapters 373, 376, and 403, Florida Statutes, and rules adopted thereunder; and Chapter 27 of the Broward County Code of Ordinances.

1.10 Federal Aviation Administration and FAA mean that agency of the United States Government created and established under the Federal Aviation Act of 1958, as codified in the United States Code, Title 49, or its successor.

1.11 GateKeeper means the software system used to track TNC Vehicles that enter and exit the Airport.

1.12 Geofence means the virtual boundary around the physical geographical area that is Airport and Port property corresponding with the set of coordinates defining that area, as may be modified from time to time as provided in this Agreement.

1.13 Ground Transportation Manager means the firm or person operating under a separate agreement with County that is responsible for the administration of County's Airport Ground

Transportation Program and/or the firm or person responsible for ground transportation at the Port.

1.14 Hazardous Materials means any material or substance identified, listed, or defined as a “Hazardous Waste,” “Hazardous Substance,” “Pollutant,” or “Contaminant” under applicable Environmental Laws, which term shall include asbestos and asbestos-containing materials, petroleum, including crude oil or any fraction thereof, and natural gas or natural gas liquids.

1.15 Pick-up means each time a TNC Driver accesses Airport or Port property and stops to pick up one or more passengers from the Airport Terminals or Port Facilities.

1.16 Port means Port Everglades, located in Broward County, Florida, and all property encompassed within the boundaries of Port Everglades.

1.17 Port Director means the Director of the Broward County Port Everglades Department.

1.18 Port Everglades Department means the Broward County Port Everglades Department and its authorized representatives.

1.19 Port Facilities means the cruise passenger terminals located at the Port.

1.20 Port TNC Operations and Security Procedures means the procedures established by County to organize and manage TNC Services at the Port as such may be amended from time to time. The current Port TNC Operations and Security Procedures can be found at the following website: www.porteverglades.net.

1.21 TNC and Transportation Network Company mean Company and each individual, partnership, association, corporation, or other entity that uses a digital network platform or software application service to connect passengers to TNC Services provided by TNC Drivers as provided in Section 627.748, Florida Statutes.

1.22 TNC Driver means an individual who uses a TNC Vehicle to provide prearranged ground transportation services through a Transportation Network Company’s digital network platform or software application service. A TNC Driver is not a subcontractor of County as the term is used in this Agreement.

1.23 TNC Services and Services mean transportation of a passenger using a TNC Vehicle that is used by a TNC Driver to provide ground transportation services to or from the Airport or Port, which services have been prearranged through a Transportation Network Company’s digital network platform or software application service.

1.24 TNC Vehicle means each vehicle registered with Company and used by a TNC Driver to provide TNC Services.

1.25 **Trade Dress** means a Company-provided and designated logo, insignia, or emblem that is attached to or visible from the exterior of a TNC Vehicle that identifies the TNC with which the TNC Vehicle is affiliated.

1.26 **TSA** means the federal Transportation Security Administration or any successor agency.

ARTICLE 2. TERM, CONDITION PRECEDENT, SECURITY DEPOSIT, FEES

2.1 **Term.** The term of this Agreement shall begin on the Effective Date, and if not sooner terminated pursuant to the other provisions of this Agreement, shall terminate five (5) years after the Effective Date ("Term").

2.2 **Representations.** Company hereby represents the following:

- (a) Company is a transportation network company that meets the requirements of Section 627.748, Florida Statutes;
- (b) The Geofence required by this Agreement is established and operational; and
- (c) The Gatekeeper software required by this Agreement is established and operational.

2.3 **Security Deposit.** Within two (2) days after the Effective Date, Company shall provide a security deposit to County for operations at the Airport in an amount equal to three (3) months of Company's estimated monthly Pick-up Fees (hereinafter defined) payable to the Airport, as determined by County in its sole discretion, together with a security deposit to County for operations at the Port in the amount of Twelve Thousand Dollars (\$12,000.00) (collectively, the "Security Deposits"). The Security Deposits may be increased from time to time as hereinafter provided.

2.3.1 The Security Deposits shall serve as security for the payment of all monies due to County and shall also secure the performance of all obligations of Company pursuant to this Agreement. The Security Deposits shall be either in the form of cash, an irrevocable letter of credit ("Letter of Credit"), in form and substance satisfactory to County, or a payment and performance bond ("Bond"), in form and substance satisfactory to County.

2.3.2 In the event of any failure by Company to pay, when due, any fees or other charges hereunder, or upon any other failure to perform its obligations hereunder, or upon any other default by Company hereunder, then in addition to any other rights and remedies available to County at law or in equity, County shall be entitled to draw down up to the full amount of the Security Deposits, as set forth in this Agreement, and apply same to all amounts owed by Company to County; however, County shall draw down upon the Security Deposit for Port operations only for a default related to Port operations and County shall draw down upon the Security Deposit for Airport operations only for a default related to Airport operations. Upon notice of any such draw, Company shall immediately replace the Security Deposits with cash, a new Letter of Credit, or a new

Bond, as applicable, consistent with Section 2.3.1, to comply with the full amount of the required Security Deposits.

2.3.3 At any time upon fourteen (14) days' notice to Company, County may require an adjustment in the amount of the Security Deposits. However, any adjusted Security Deposit for the Airport may not be more than three (3) times the average monthly Pick-up Fees paid by Company for Pick-ups at the Airport over the three (3) month period immediately preceding the date on which the Security Deposit is adjusted. Company shall increase the Security Deposits within fourteen (14) days following County's notice to Company of the Security Deposit increase.

2.3.4 Company shall ensure that the Security Deposits are kept in full force and effect throughout the Term and for a period of three (3) months thereafter. Not less than ninety (90) days prior to any expiration date of a Letter of Credit or Bond, Company shall submit evidence in form satisfactory to County that said Security Deposit instrument has been renewed.

2.3.5 A failure to renew a Letter of Credit or Bond or to increase the amount of the Security Deposits as required shall (i) entitle County to draw down the full amount of such Security Deposits, and (ii) be a default of this Agreement entitling County to all available remedies. The Security Deposits shall not be returned to Company until all obligations under this Agreement are performed and satisfied.

2.3.6 Each Bond shall be executed by a surety company authorized to do business in the State of Florida, having a resident agent in Broward County, and having been in business with a record of successful continuous operation for at least five (5) years. Furthermore, such surety company must have at least an "A" rating in the latest revision of Best's Insurance Report.

2.3.7 Each Letter of Credit shall be either:

(a) issued by a solvent, nationally recognized financial institution with a long term credit rating of Aa2 or higher under the Moody's rating system, or AA or higher under the Standard & Poor's rating system, and that has been in business with a record of successful continuous operation for at least five (5) years; the Letter of Credit must state that it may be presented for drawing down via mail, fax, or presentment to the financial institution's local office, if the institution maintains a local office; or

(b) provided by a financial institution of recognized standing authorized to do business in the State of Florida and that has been in business with a record of successful continuous operation for at least five (5) years; throughout the term of the Letter of Credit, the financial institution that issued the Letter of Credit must maintain a relationship with a financial institution having an office in Broward,

Miami-Dade, or Palm Beach County, Florida, at which the Letter of Credit may be presented for drawing down.

2.3.8 Any failure by Company to strictly comply with the terms of this section shall constitute a default and the obligations of this section shall survive the expiration or earlier termination of this Agreement.

2.4 **Fees.** For the privilege of conducting its business pursuant to this nonexclusive Agreement, Company agrees to pay to County fees as hereinafter described.

2.4.1 Company shall pay County \$3.00 for each Pick-up at the Airport, as required by Section 39.2 of the Broward County Administrative Code, and \$2.00 for each Pick-up at the Port, by all TNC Drivers using Company's digital platform (collectively, the "Pick-up Fees"). Such Pick-up Fees shall be subject to adjustment from time to time pursuant to a Board adopted resolution that establishes any new rate, and Company shall be obligated to pay such adjusted Pick-up Fees effective as of the date of the adjustment.

2.4.2 Company shall pay Pick-up Fees to County on a monthly basis. Payment for monthly Pick-up Fees shall be submitted to County no later than the fifteenth (15th) calendar day following the end of each calendar month. All payments shall be accompanied by a Company report, in form acceptable to County, that details the number of Pick-ups (must separate Airport Pick-ups from Port Pick-ups) that occurred during the month and provides the detailed information set forth in Exhibit B ("Company Report"). Payments by Company are to be without deduction or set-off of any kind.

2.4.3 If full payment is not received as required by this section, Company's Security Deposit(s) will be applied against the deficit owed, which shall be determined as follows:

Any deficit in the payment to County for Pick-ups at the Airport shall be determined based upon the Company Report, or, if no Company Report is submitted, then the average monthly Pick-up Fees owed by Company for Pick-ups at the Airport over the three (3) month period immediately preceding. Upon submittal of a Company Report, Company shall be credited for any overpayment or debited for any underpayment.

Any deficit in the payment to County for Pick-ups at the Port shall be determined based upon the Company Report, or, if no Company Report is submitted, then the average monthly Pick-up Fees owed by Company for Pick-ups at the Port over the three (3) month period immediately preceding. Upon submittal of a Company Report, Company shall be credited for any overpayment or debited for any underpayment.

2.4.4 All payments for Pick-up Fees at the Airport required to be made by Company under this Agreement shall be made payable to "Broward County," and shall be paid to the Finance Division, Broward County Aviation Department, 2200 SW 45 Street, Suite 101, Dania Beach, Florida 33312, or to such other office or address as may be substituted therefor. All payments for Pick-up Fees at the Port required to be made by Company

under this Agreement shall be made payable to "Broward County," and shall be paid to the Finance Division, Broward County Port Everglades Department, Port Everglades, 1850 Eller Drive, Fort Lauderdale, Florida 33316, or to such other office or address as may be substituted therefor. As an alternative, payment may be made by wire transfer using the written instructions provided by County.

2.4.5 County shall be entitled to collect interest at the rate of eighteen percent (18%) per annum from the date due, or the maximum amount permitted by law, whichever is less, until the date paid on any amounts that are past due under this Agreement. The right of County to require payment of such interest and the obligation of Company to pay same shall be in addition to and not in lieu of the right of County to enforce other provisions herein, including termination of this Agreement, and to pursue other remedies provided by law.

ARTICLE 3. OPERATING REQUIREMENTS

3.1 During the Term and subject to compliance with all provisions in this Agreement, Company shall have the nonexclusive, revocable license solely to: (i) operate a transportation network business (subject to this Agreement and all applicable laws, rules, ordinances, and regulations) at the Airport and Port utilizing smart phone mobile application technology to connect passengers with TNC Drivers; (ii) permit TNC Drivers to transport passengers and their personal baggage to or from the Airport Terminals and Port Facilities in TNC Vehicles; and (iii) permit TNC Drivers to use common-use Airport and Port roadways for ingress and egress to and from the Airport Terminals and Port Facilities.

3.2 Company and each TNC Driver shall comply with the applicable provisions of County's current and future Ground Transportation Program, the Airport Operational Guidelines, the Port TNC Operations and Security Procedures, and the directives of the County's Ground Transportation Manager for operations at the Airport and Port.

3.3 Passenger Pick-ups:

3.3.1 Airport: TNC Drivers may accept requests for passenger Pick-ups at the Airport only as authorized by the Airport Operational Guidelines.

3.3.2 Port: Unless otherwise authorized by the Port TNC Operations and Security Procedures, by the Effective Date and continuously thereafter, Company shall establish and maintain a Geofence that prohibits each TNC Driver from receiving any requests for any passenger Pick-ups at the Port while the TNC Vehicle is located within Airport or Port property. For purposes of the Geofence, the Port property is depicted on **Exhibit A** and the Airport property is depicted in the Airport Operational Guidelines. Failure to maintain or operate the Geofence at all times during the Term will constitute a breach of this Agreement for which County may terminate this Agreement, provided Company has not corrected the breach within two (2) business days after County's notification to Company. The Port property depicted on **Exhibit A** may be amended at the sole direction of the Port

Director and without further action by the Board. In the event of any change in the Port property depicted on **Exhibit A**, **Exhibit A** shall be automatically amended to reflect the revised Premises upon notice from the Port Director. The Airport property depicted in the Airport Operational Guidelines may be amended at the sole direction of the Aviation Department and without further action by the Board.

3.4 County has procured a technology-based system called GateKeeper for tracking transportation network company Pick-ups and drop-offs of passengers at the Airport. Prior to the Effective Date, Company must implement Gatekeeper. Company and County must comply with all data exchange procedures as specified in the Data Interface Agreement attached as **Exhibit E**.

3.5 County may seek to develop or procure additional technology-based systems for tracking transportation network company Pick-ups and drop-offs of passengers at the Port and/or Airport or an automated data exchange process. As such a system or process would necessarily require interaction and potential data integration with Company and its digital network platform, Company agrees to timely review and respond to any such proposal by County within thirty (30) days. No such system or process shall be implemented without agreement of the Parties.

3.6 All TNC Vehicles operating under Company's digital network platform or software application service must display Trade Dress that is identifiable from at least fifty (50) feet away. Company will distribute the Trade Dress to all TNC Drivers who operate at the Airport or Port under Company's digital network platform or software application service, and all such TNC Drivers shall be registered with Company.

3.7 TNC Drivers shall have nonexclusive ingress to and egress from the Airport Terminals and Port Facilities, over Airport and Port public roadways, subject to applicable federal, state, and county laws, ordinances, rules, and regulations, and Airport and Port regulations, which have been established or shall be established in the future. County may, from time to time, substitute other means of ingress and egress. County may at any time temporarily or permanently close or consent to or request closing of any entrance or roadway, or any other area at the Airport or Port presently or hereinafter used as a roadway. Company hereby releases and discharges County from any and all claims, demands, or causes of action that Company may now or at any time hereafter have against County arising or alleged to arise out of the closing of any street, roadway, or any other area used as such, whether within or outside the Airport or Port.

3.8 Upon written notification by County to Company of a TNC Driver's failure to comply with any requirements of this Agreement, including failure to display Trade Dress, Company shall take appropriate action to prevent future violations of these requirements by the TNC Driver. TNC Drivers who repeatedly fail to comply with any requirements of this Agreement shall be subject to immediate suspension from providing any TNC Services at the Airport and Port, and upon written notice to that effect by County to Company, Company shall promptly disable such TNC Driver from utilizing Company's digital network platform/software application service for the purposes of providing TNC Services at the Airport or Port. Company's failure to disable a TNC Driver from utilizing Company's digital network platform/software application service at the

Airport and Port upon notice by County is a violation of this Agreement. The foregoing shall not be interpreted to limit the Port or Airport's ability to directly issue citations, fines, or other forms of enforcement to TNC Drivers for violations of the Broward County Code of Ordinances.

3.9 Company shall provide notice to each of its TNC Drivers of the pertinent rules and regulations of the Airport and Port and the applicable provisions of this Agreement. Company and TNC Drivers shall not discriminate against any person or group of persons in any manner prohibited by federal, state, or local laws, rules, or regulations.

3.10 The operations of Company and its TNC Drivers shall be conducted in an orderly and proper manner so as not to annoy, disturb, or be offensive to others. All employees of Company and all TNC Drivers must conduct themselves at all times in a courteous manner toward the public and in accordance with the rules, regulations, and policies developed by County, as may be amended from time to time.

3.11 Company agrees that no solicitations for business shall be carried on at the Airport and Port premises, except as may be specifically allowed hereunder.

ARTICLE 4. INDEMNIFICATION

4.1 Company shall indemnify, hold harmless, and defend County and all of County's officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Company, its officers, employees, agents, servants, or TNC Drivers (on a trip arranged via Company's digital network or while a TNC Driver is logged into the Digital Network and is on Airport or Port property), arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, Company shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County. To the extent considered necessary by the County Attorney, any sums due Company under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County. Notwithstanding the foregoing, Company shall have no obligation to indemnify, hold harmless, and defend County under this section for (i) any negligent act or omission solely of County or County's officers, directors, agents, or employees, or (ii) any allegation related solely to County's authority to enter this Agreement. The foregoing indemnification obligation is contingent upon County providing Company with (i) prompt written notice of any potential Claim, (ii) sole control over the defense and settlement of each such Claim (provided that Company will not settle or compromise any Claim without written consent of County, which consent shall not be unreasonably withheld, conditioned, or delayed), and (iii) reasonable cooperation, at Company's expense, in the defense and settlement of a Claim. The indemnification and hold harmless obligations of Company under this Agreement shall survive any expiration or termination of this Agreement.

ARTICLE 5. TERMINATION

5.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

5.2 This Agreement may be terminated for cause for reasons including, but not limited to, Company's uncured failure to timely make any payments due to County by the date due, Company's repeated (whether negligent or intentional) submission of false or incorrect monthly payments, or Company's failure to allow its records to be audited in accordance with this Agreement. The Agreement may also be terminated for cause if Company is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if Company provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

5.3 Company may terminate this Agreement at any time and for any reason, provided Company provides County with thirty (30) days' prior written notice of such termination.

5.4 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare, may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

5.5 If this Agreement shall terminate for any reason, Company shall immediately cease operating a TNC business at the Airport and Port, and all TNC Drivers using Company's digital network platform/software application service shall be prohibited from providing TNC Services to and from the Airport and Port, and Company shall disable its network platform/software application service from allowing any TNC Services to and from the Airport and Port. Upon any termination of this Agreement, Company shall promptly affect this termination through its internet based application technology by taking such actions necessary to inform its TNC Drivers and customers of the prohibition of using the Company's TNC business to arrange transportation to or from the Airport and Port.

Nothing in this section shall be construed to preclude County from undertaking any enforcement activity against a TNC Driver that would otherwise be available to County. The obligations of this section shall survive the termination or expiration of this Agreement.

ARTICLE 6. SECURITY REQUIREMENTS

6.1 Company agrees to observe all security requirements and other requirements of applicable Federal Aviation Regulations.

6.2 Company agrees to rectify any security deficiency or other deficiencies as may be determined as such by County or TSA. In the event that Company fails to remedy such deficiency, Company acknowledges that County may do so at the cost and expense of Company.

6.3 Company agrees to comply with all applicable federal, state, and local laws, rules, and regulations, as may be imposed from time to time by the U.S. Coast Guard, U.S. Customs and Border Protection, Broward Sheriff's Office, and the Port Everglades Department.

6.4 Company and County acknowledge that security measures at the Airport and Port may be increased, and that such efforts may impact Company. In this regard, Company agrees to cooperate with County's efforts to increase security and agrees to comply with all security rules and regulations, whether imposed by federal agencies, including, but not limited to, the United States Customs and Border Protection, the U.S. Coast Guard, the Federal Aviation Administration, the TSA, the State of Florida, or County. Company, at its sole cost and expense, shall be responsible for complying with all security-related measures that impact Company or its employees, agents, representatives, guests, and invitees.

ARTICLE 7. ADDITIONAL PROVISIONS

7.1 **Changes to the Airport or Port; "As-is" Condition.** Company acknowledges and agrees that during the Term of this Agreement: (i) County shall have the right at all times to make improvements, changes, alterations, modifications, replacements, expansions, and contractions of the Airport and Port and their operations; and (ii) County has made no representations, warranties, or covenants to Company regarding the design, construction, traffic, pedestrian traffic, or views of the Airport or Port, any other facility, or any premises. Company and all TNC Drivers hereby accept the Airport and Port buildings, roadways, and all other improvements in their present condition, "as-is," without representation or warranty of any kind, and subject to all applicable laws, rules, and regulations.

7.2 **Public Records.** To the extent Company is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Company shall:

- (a) Keep and maintain public records required by County to perform the services under this Agreement;

- (b) Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and
- (d) Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Company or keep and maintain public records required by County to perform the services. If Company transfers the records to County, Company shall destroy any duplicate public records that are exempt or confidential and exempt. If Company keeps and maintains the public records, Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Company will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Company contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, Company must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Company as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Company. Within three business days of receipt, County shall provide notice to Company of any third party requests for Company's Trade Secret Materials. Company shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS

AT (954) 359-2305, RMOHAMMED@BROWARD.ORG, 320 TERMINAL DRIVE, SUITE 200, FORT LAUDERDALE, FLORIDA 33315.

7.3 Audit Rights and Retention of Records.

7.3.1 County Audits. County shall have the right to audit, no more than two (2) times per calendar year, the books, records, and accounts of Company and its subcontractors that are directly related to Article 2, Section 4 (2.4) of this Agreement. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County), and may cover any period during the Term. Company hereby grants County the right to conduct such audit or review at Company's place of business, if deemed appropriate by County, with fourteen (14) days' advance notice.

7.3.2 Special Audit. In addition to the audit rights granted to County pursuant to Section 7.3.1, a special audit shall be conducted by a third-party auditor ("TPA") pursuant to the terms of the Parties' Memorandum of Understanding attached as **Exhibit C**.

7.3.3 Retention of Records. Company and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Company or its subcontractor shall make same available in written form at no cost to County.

Company and its subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer.

7.3.4 Audit Findings. If, as a result of any audit pursuant to this section, it is established that Company has understated or underpaid the Pick-up Fees by three percent (3%) or more during the period covered by the audit, Company shall pay to County the error rate identified in such audit multiplied by the total Pick-up Fees for the applicable calendar year being audited. Additionally, if, as a result of any audit pursuant to Section 7.3.1, it is established that Company has understated or underpaid the Pick-up Fees by three percent (3%) or more during the period covered by the audit, the entire expense of said audit shall be borne by Company.

7.3.5 Company shall ensure that the requirements of this section are included in all agreements with its subcontractor(s).

7.4 Truth-In-Negotiation Representation. This Agreement is based upon representations supplied to County by Company, and Company certifies that the information supplied, including

without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent such representation is untrue.

7.5 Public Entity Crime Act. Company represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Company further represents that there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Company has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this section is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to Company under this Agreement.

7.6 Federal Aviation Act, Section 308. Nothing herein contained shall be deemed to grant the Company any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act for the conduct of any activity on the Airport, except that, subject to the conditions and provisions hereof, Company shall have the right to operate at the Airport under the provisions of this Agreement.

7.7 No Rights in Airspace. Nothing contained in this Agreement shall grant to Company any rights whatsoever in the air space above the Airport. In that regard, County reserves the right to take any action whatsoever that it considers necessary to protect the aerial approaches of the Airport against obstruction, including, but not limited to, demolition or removal of structures upon the Airport premises, together with the right to prevent the Company from erecting or permitting to be erected any structure at the Airport which, in the opinion of the County, would limit the usefulness of or interfere with the operations at the Airport, or constitute a hazard to aircraft.

7.8 Right of Flight. County reserves unto itself, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the Airport, together with the right to cause in said airspace such noise and other intrusions as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for aircraft landing on, taking off from, or operating at the Airport.

7.9 No Interference with Airport and Port Operation. Company expressly agrees, for itself and its successors in interest, to prevent any use by Company, its employees, officers, agents, contractors, and invitees, of the Airport and Port that would interfere with or adversely affect the operation or maintenance of the Airport or Port, or otherwise constitute a hazard to aircraft, watercraft, or others.

7.10 Hazardous Materials. Neither Company nor any TNC Driver shall cause any Hazardous Material to be brought upon, kept, used, stored, generated, or disposed of in, on or about the Airport or Port, or transported to or from the Airport or Port.

7.11 Subordination. This Agreement, and all provisions hereof, is subject and subordinate to the provisions and conditions of the instruments and documents under which County acquired the Airport from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the provisions and conditions contained in such instruments and documents and any existing or subsequent amendments thereto. This Agreement and all provisions hereof, is subject and subordinate to any ordinances, rules, or regulations which have been, or may hereafter be adopted by County pertaining to the Airport. This Agreement, and all provisions hereof, is subject and subordinate to the provisions of any agreement heretofore or hereafter made between County and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to County for Airport purposes, or the expenditure of federal funds for the leasehold improvements or development of the Airport, including, without limitation, the expenditure of federal funds for the development of the Airport under the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time. In addition, this Agreement is subordinate and subject to the Revenue Bonds and the provisions of all resolutions heretofore and hereafter adopted by County in connection with any other revenue bonds issued by County with respect to the operations of the Airport, or any improvements to the Airport or any of its facilities, and to the provisions of all documents executed in connection with any such bonds, including, without limitation, any pledge, transfer, hypothecation or assignment made at any time by County to secure any such bonds.

7.12 Agent for Service of Process. It is expressly understood and agreed 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 without a registered agent in Florida, then in any such event, Company does designate the Secretary of State, State of Florida, its agent for the purpose of service of process in any court action between it and County arising out of or based upon this Agreement, and service shall be made as provided by the laws of the State of Florida for service upon a non-resident who has designated the Secretary of State as his agent for service. It is further expressly agreed, covenanted, and stipulated that, if for any reason, service of such process is not possible, and as an alternative method of service of process, Company may be personally served with such process out of this state by certified mailing to Company at the address set forth herein. Any such service out of this state shall constitute valid service upon Company as of the date of mailing. It is further expressly agreed that Company is amenable to and hereby agrees to the process so served, submits to personal jurisdiction in the State of Florida, and waives any and all objections and protest thereto.

7.13 Right to Develop Airport and Port. It is further covenanted and agreed that County reserves the right to further develop or improve the Port and the Airport including all landing areas and taxiways as it may see fit, regardless of the desires or views of Company and without interference or hindrance.

7.14 Binding Document. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Agreement. This Agreement is binding at execution. The individuals executing this Agreement on behalf of Company

personally warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

7.15 Damage to Airport and Port Facilities. Company shall be responsible for any and all damage to the Airport and Port caused by the negligence of Company, its agents, employees, contractors, or subcontractors, including, but not limited to, damage to any of the Terminal areas, Port Facilities, roadways, and any and all areas where any activities are performed by Company.

7.16 Police/Regulatory Powers. County cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations, including without limitation, regulations governing the Airport and Port. Nothing in this Agreement shall be deemed to create an affirmative duty of County to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

7.17 No Liability of Government Personnel. No commissioner, director, officer, agent, or employee of County shall be charged personally or held contractually liable by or to Company under any conditions or provisions of this Agreement or of any supplement, modification, or amendment to this Agreement or because of any breach thereof, or because of its or their execution or attempted execution.

7.18 Third-Party Beneficiaries. Neither Company nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

7.19 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

County Administrator
Governmental Center
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

with copies to:

Director of Aviation
Aviation Department
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Email address: kwillman@broward.org

Port Director
Port Everglades Department
1850 Eller Drive
Fort Lauderdale, Florida 33316
Email address: jorhernandez@broward.org

FOR COMPANY:

Angela Olivito, Project Manager
Vibe Direct LLC
11807 Westheimer Road, Suite 550-427
Houston, Texas 77077
Email address: angela@viberides.com

With a copy to:

Melissa Jones
11807 Westheimer Road, Suite 550-427
Houston, Texas 77077
Email address: legal@viberides.com

7.20 Assignment and Performance. Except for subcontracting approved in writing by County at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Company without the prior written consent of County. If Company violates this provision, County shall have the right to immediately terminate this Agreement.

7.21 Conflicts. Neither Company nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Company's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. None of Company's officers or employees shall, during the Term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Company is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Company or any

persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event Company is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Company shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Company.

7.22 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material provision hereof. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the provisions of this Agreement.

7.23 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

7.24 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

7.25 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" refers to calendar days, unless otherwise expressly stated.

7.26 Priority of Provisions. If there is a conflict or inconsistency between any provision, statement, requirement, or condition of any document or exhibit attached hereto or referenced or incorporated herein and any provision of this Agreement, the provisions contained in this Agreement shall prevail and be given effect.

7.27 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District

of Florida. **BY ENTERING INTO THIS AGREEMENT, COMPANY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

7.28 Amendments. No modification, amendment, or alteration in the provisions or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and Company or others delegated authority or otherwise authorized to execute same on their behalf.

7.29 Prior Agreements. This Agreement represents the final and complete understanding of the parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

7.30 Incorporation by Reference. Any and all recital clauses stated above are true and correct and are incorporated herein by reference. The attached **Exhibits A, B, C, D, and E** are hereby incorporated into and made a part of this Agreement by this reference.

7.31 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

7.32 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

7.33 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of Section 16½-157 of the Broward County Code of Ordinances, Company agrees to fully comply with Section 16½-157 during the entire Term. If Company fails to fully comply with that Section, such failure shall constitute a material breach which shall allow County to exercise any remedy available under this Agreement, under applicable law, or under Section 16½-157. For that purpose, the contract language referenced in Section 16½-157 is incorporated herein as though fully set forth in this paragraph.

7.34 Contingency Fee. Company represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Company, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County shall have the right

to terminate this Agreement without any further liability to Company. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due Company under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

7.35 Independent Contractor. Company is an independent contractor under this Agreement. In providing services under this Agreement, neither Company nor its agents shall act as officers, employees, or agents of County. Company shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

7.36 Use of County Logo. Company shall not use County's logo in any marketing or publicity materials without the prior written consent of County.

7.37 Remedies Nonexclusive. Unless otherwise expressly stated herein, no remedy herein conferred upon or reserved to County or Company is intended to be exclusive of any other remedy herein provided or otherwise available, and each shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. Unless otherwise expressly stated herein, all rights and remedies of the Parties hereunder or at law or in equity are cumulative, and the exercise of any right or remedy does not exclude or waive the right to the exercise of any other.

7.38 Occupational Safety and Health Act of 1970. This Agreement incorporates by reference the requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910) with the same force and effect as if given in full text. Company must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Company retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970. Company must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

7.39 Civil Rights – General. Company agrees to comply with pertinent statutes, executive orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participating in any activity conducted with or benefiting from federal assistance.

7.40 Civil Rights – Title VII Assurances. Company agrees to abide by and comply with the nondiscrimination requirements set forth on **Exhibit D** to the extent same are applicable by law, rule, or regulation, or federal grant requirements.

Company shall not on the grounds of race, color, gender, age, sexual orientation, marital status, or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state, or local laws or regulations. Company shall notify all TNC Drivers that they are to accept any and all passengers desiring TNC Services without discrimination of any kind. Company agrees that any violation by TNC Drivers operating under

this Agreement shall be cause for denying such TNC Drivers the privilege to come upon the Airport and Port to do business providing TNC Services.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURES BELOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Operating Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20____, and VIBE DIRECT LLC d/b/a VIBE RIDES, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

By: Carlos A. Rodriguez-Cabarrocas Digitally signed by Carlos A. Rodriguez-Cabarrocas
Date: 2020.11.17 11:55:33 -05'00'

Carlos A. Rodriguez-Cabarrocas (Date)
Assistant County Attorney

By: Sharon Thorsen Digitally signed by Sharon Thorsen
Date: 2020.11.17 12:13:27 -05'00'

Sharon V. Thorsen (Date)
Senior Assistant County

OPERATING AGREEMENT FOR TRANSPORTATION NETWORK COMPANY SERVICES AT
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT AND PORT EVERGLADES
BETWEEN BROWARD COUNTY AND VIBE DIRECT LLC d/b/a VIBE RIDES

COMPANY

ATTEST:

VIBE DIRECT LLC d/b/a VIBE RIDES

By: _____
Secretary



Signature

Holtan Vincent Buggs Jr.
Print Name of Authorized Signatory

(CORPORATE SEAL)

Title: CEO / President

10 day of November, 2020

WITNESS 1:



Print Name: Angela Olvito

WITNESS 2:



Print Name: TERRENCE GRAY

EXHIBIT A - GEOFENCE MAP
Port Geofence Boundaries

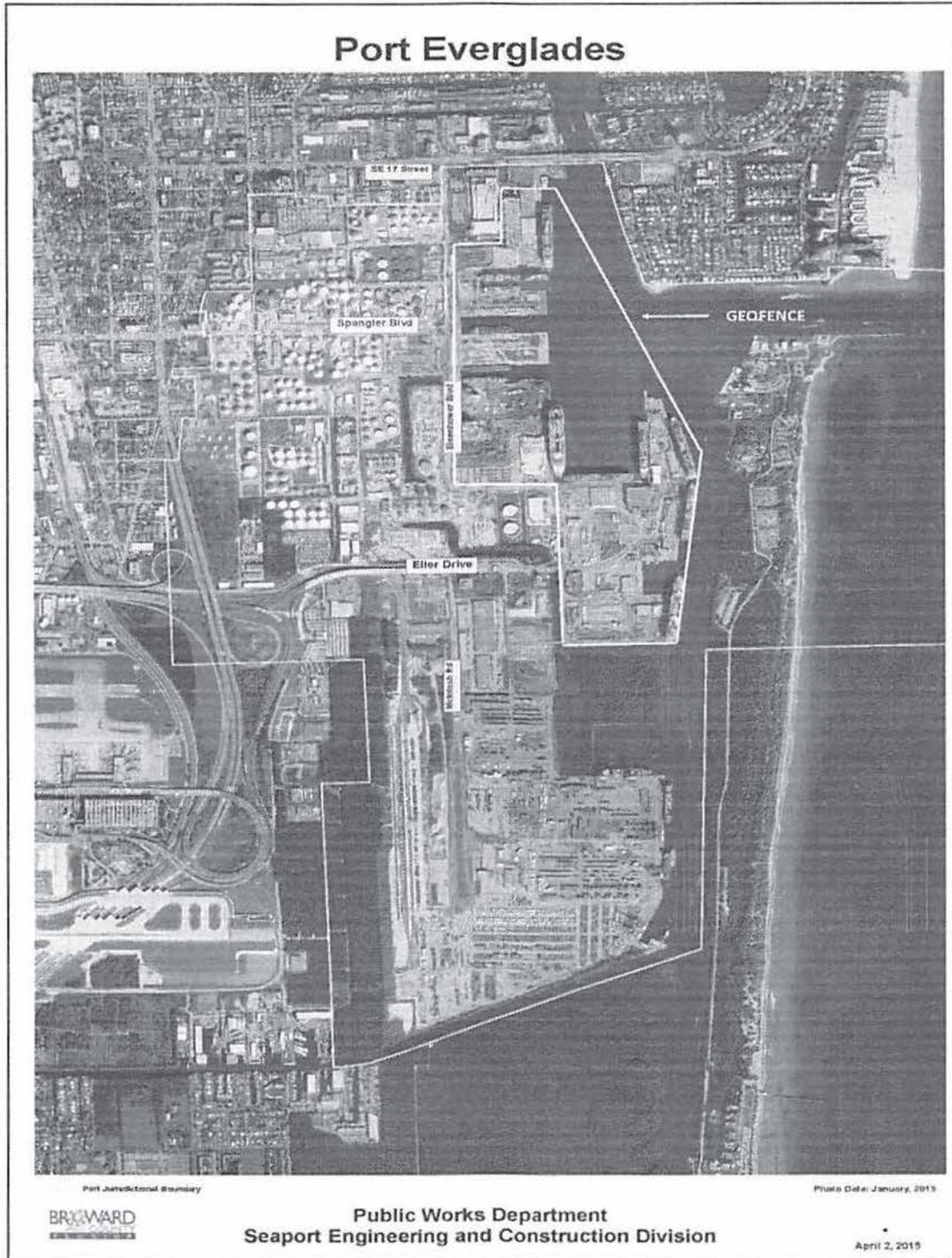


EXHIBIT B - MONTHLY SELF-REPORTING REQUIREMENTS

Company shall provide the Company Report per Section 2.4.2 containing a monthly report of Pick-up Fees, with the payment required by Article 2 of the Agreement, by the fifteenth (15th) day following the month of activity, in a County-approved format that identifies the following information.

- All TNC Driver pick-up and drop-off activity at the Airport or Port. The monthly report shall provide the following:
 - TNC Company identification;
 - Date and time and location of each Pick-up from the Airport/Port; and
 - Date and time and location of each drop-off from the Airport/Port.

EXHIBIT C - MEMORANDUM OF UNDERSTANDING

Section 1

The purpose of this Memorandum of Understanding (“MOU”) between County and Company is to establish a conceptual framework for agreed-upon procedures (“AUP”) to be performed by a third-party auditor (“TPA”) designed to provide reasonable assurance over:

1. Completeness and accuracy of reported Pick-ups and associated Pick-up Fees related to Company’s operations at the Airport; and
2. Completeness and accuracy of reported Pick-ups and associated Pick-up Fees related to the Company’s operations at the Port.

Section 2

In summary, the AUP will include procedures for:

1. Reconciling selected Company Reports to:
 - a. A report of applicable trips prepared by the TPA based on independent queries of Company’s operational reporting system, and
 - b. Company’s financial reporting system, if applicable, and
 - c. Independent counts by the TPA of actual observed Pick-ups at the Airport, and
 - d. Independent counts by the TPA of actual observed Pick-ups at the Port.

Section 3

Company and County agree to the following:

1. Within sixty (60) days after entering into this Agreement, Company will engage and agree to pay for the services of a TPA acceptable to County.
2. Company, County, and the TPA will cooperatively develop a draft of AUP (e.g., identifying the specific documentation and attributes to be tested). To maintain the integrity and objectivity of the procedures performed, Company will not be privy to specific timeframes and frequencies of the actual audit testing. County will coordinate the timing and frequency of testing directly with the TPA.
3. During the Term of the Agreement, Company will collect and maintain trip data and generate Company Reports (as required by the Agreement) to support the audit effort contemplated by this MOU.

4. The TPA will perform the AUP at least once per calendar year and provide final reported results simultaneously to Company and County.
5. County, in its sole discretion, may perform independent, ad hoc monitoring of Company's and Company partner-drivers' operations at the Port and Airport. During the course of the AUP, County may also coordinate with the TPA to verify the accuracy and completeness of the information obtained from Company.
6. Company will continue its efforts to provide a Service Organization Control Report.

EXHIBIT D - NONDISCRIMINATION REQUIREMENTS

I. **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Agreement, Company, for itself, its assignees, and successors in interest, agrees as follows to the extent applicable:

1. ***Compliance with Regulations:*** Company (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Acts and Authorities** (“Nondiscrimination Acts and Authorities”), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement, and which include, but are not limited to, the following:

- a. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- b. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- d. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- e. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- f. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- g. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- i. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

2. ***Non-discrimination:*** Company, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. ***Solicitations for Subcontracts, Including Procurements of Materials and Equipment:*** In all solicitations, either by competitive bidding or negotiation made by Company for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Company of the contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. ***Information and Reports:*** Company will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Company will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. *Sanctions for Noncompliance:* In the event of Company's noncompliance with the Non-discrimination provisions of this Agreement, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until Company complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. *Incorporation of Provisions:* Company will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. Company will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Company becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, Company may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Company may request the United States to enter into the litigation to protect the interests of the United States.

II. Nondiscrimination - 14 CFR Part 152 Requirements. During the performance of this Agreement, Company, for itself, its assignees, and successors in interest, agrees as follows:

1. Company agrees to undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participation in any employment, contracting, or leasing activities covered in 14 CFR Part 152, Subpart E. Company agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Company agrees that it will require its covered sub organizations to provide assurances to Company that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations as required by 14 CFR Part 152, Subpart E, to the same effect.

2. Company agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, Subpart E, as part of the affirmative action program, and by any federal, state, County or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order or similar mechanism. Company agrees that state or County affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 CFR Part 152, Subpart E, only when they fully meet the standards set forth in 14 CFR 152.409. Company agrees to obtain a similar assurance from its covered organizations, and to cause them to require a

similar assurance of their covered sub organizations, as required by 14 CFR Part 152, Subpart E.

3. If required by 14 CFR Part 152, Company shall prepare and keep on file for review by the FAA Office of Civil Rights an affirmative action plan developed in accordance with the standards in Part 152. Company shall similarly require each of its covered sub organizations (if required under Part 152) to prepare and to keep on file for review by the FAA Office of Civil Rights, an affirmative action plan developed in accordance with the standards in Part 152.

4. If Company is not subject to an affirmative action plan, regulatory goals and timetables, or other mechanism providing for short and long-range goals for equal employment opportunity under Part 152, then Company shall nevertheless make good faith efforts to recruit and hire minorities and women for its aviation workforce as vacancies occur, by taking any affirmative action steps required by Part 152. Company shall similarly require such affirmative action steps of any of its covered sub organizations, as required under Part 152.

5. Company shall keep on file, for the period set forth in Part 152, reports (other than those submitted to the FAA), records, and affirmative action plans, if applicable, that will enable the FAA Office of Civil Rights to ascertain if there has been and is compliance with this subpart, and Company shall require its covered sub organizations to keep similar records as applicable.

6. Company shall, if required by Part 152, annually submit to the County the reports required by Section 152.415 and Company shall cause each of its covered sub organizations that are covered by Part 152 to annually submit the reports required by Section 152.415 to Company who shall, in turn, submit same to the County for transmittal to the FAA.

EXHIBIT E – DATA INTERFACE AGREEMENT

1. DATA REQUIREMENTS

The data exchange between Company and County, and any other necessary third parties as identified and required by County, shall conform to the following formats:

Name	Format	Description	Samples
uid	<Driver ID + ":" + Trip ID>	Driver ID concatenated with the Trip ID.	<Recipient to provide samples and format> Alphanumeric and special characters
tnc_id	Integer	A unique number assigned to the TNC.	<Recipient to provide samples>
license_plate	Seven-character string	Seven-character or less, numerical and alphabetic, that represents the vehicle license plate. Accepts an empty String value if there hasn't been a license plate assigned yet.	"ABC123", "ABC1234"
timestamp	[YYYY]-[MM]-[DD]T[hh]:[mm]:[ss]Z	The current time of the event or "ping" expressed in ISO 8601 combined date and time in UTC using 24-hour clock. http://en.wikipedia.org/wiki/ISO_8601#UTC	"2014-09-10T14:12:05Z"
txn_type	Literal String	The four types of events or "pings" as defined in the national standard in the terms and conditions of the system.	"ENTRY" "DROP-OFF" "PICK-UP" "EXIT"

ride_count	Integer	Whether there is an active TNC ride in the vehicle following the transaction event/ping.	"0", "1",
lon	World Geodetic System 1984 (WGS84) formatted longitude	The longitude coordinate of the event or "ping" expressed as a positive or negative number. For locations in North America, this will always be a negative number.	"- 123.12345678 "
lat	World Geodetic System 1984 (WGS84) formatted latitude	The latitude coordinate of the event or "ping" expressed as a positive or negative number. For locations in North America this will always be a positive number.	"123.1234567 8"

2. WEB SERVICE

County or a third party designated and identified by County and agreed to by Company shall provide a web service in order to accept data from Company in the following manner:

- a. The web service shall use HTTPS protocol to submit all requests and posts.
- b. The web service shall allow HTTPS POST for all "pings" from Recipient.
- c. The web service shall accept the values for the following attributes as defined in the following list in the URL: "uid", "tnc_id", "license_plate", "timestamp", "txn_type", "ride_count", "lon", "lat". Parameters must be URL encoded.
- d. A username and secret phrase shall be shared in order to create a basic authorization mechanism for all requests from Recipient. Base64 encoding of the <username:password> shall be provided in the HTTP Authorization Header for all HTTPS requests.
- e. Data from Recipient shall be posted to the following URL with the following parameters with URL encoding (based on RFC 1738: <http://www.ietf.org/rfc/rfc1738.txt>) employed:
<TBD>

Example: <TBD>

County and Company agree to maintain adequate administrative, physical, technical, and procedural safeguards to protect the Interface Data in the possession of County against unauthorized access or disclosure.