OPERATING AGREEMENT

THIS OPERATING AGREEMENT (the "Agreement") is hereby entered into by and between the San Antonio Airport System, a division of the City of San Antonio, a home-rule municipal corporation ("SAAS"), and Raiser ("TNC"), a Limited Liability Corporation, dba as Uber Technologies, Inc., hereto referred to as "Operator."

WHEREAS Operator desires to operate a transportation network company (TNC) on and within SAAS boundaries, as defined below, wherein the network application provided by TNC will be used by drivers to connect passengers with pre-arranged transportation services offered by TNC Operator

WHEREAS Operator desires to provide TNC services to and from SAAS Property

WHEREAS SAAS has agreed to authorize the Operator's conduct of its TNC operations on SAAS property, subject to the terms and conditions in this Agreement; and

WHEREAS the following definitions shall apply to this Agreement at all times:

1. TERM

1.1 This agreement shall be effective on **December 1st, 2019** and shall be in effect for a period of three (3) years thereafter. The Term may be extended for two (2) additional one-year terms upon mutual agreement of SAAS and TNC.

2. DEFINITIONS

2.1 **Application ("APP")** shall mean the mobile digital device application or platform developed by Operator that connects passengers with Drivers/Vehicles.

2.2 **Designated Areas** shall mean the pick-up, drop-off, and waiting areas approved for drivers to use while conducting operations on SAAS property. These areas are subject to change at the discretion of the SAAS's authorized designee.

2.3 **Driver** shall mean any individual who has been approved by Operator to use a Vehicle (hereinafter defined) to transport passengers whose rides are arranged through the Operator's Application. For purposes of this Agreement, the term "Driver" applies whenever Driver is on Airport property by reason of the Driver's relationship with the Operator, regardless of whether the Vehicle is carrying a passenger.

2.4 **Geo-Fence** shall mean a polygon whose points are geographic coordinates which define a virtual boundary around a geographic area on SAAS property designated by the Airport Director. There may be multiple Geo-Fences that are nested or geographically separate from the main fence surrounding each airport.

2.5 **Per Trip Fee** – shall mean the fee that is due to SAAS for each originating and departing trip that occurs on SAAS Property. The applicable per trip fee is determined by the director within the boundaries of authority defined in Chapter 3 of the SAAS code and shall be subject to change.

2.6 **San Antonio Airport System ("SAAS")** shall mean the San Antonio International Airport ("SAT"), the Stinson Municipal Airport ("SSF") and any other property that is added to or associated with the Airport System.

2.7 **SAT – San Antonio International Airport**

2.8 **SSF – Stinson Municipal Airport**

2.9 **Transportation Network Operation ("TNO")** shall mean connecting passengers with transportation network operators for rides through a transportation network company.

2.10 **Transportation Network Company ("TNC")** shall mean a person that uses an internet enabled application or digital platform to send or transmit an electronic, radio or telephonic communication through the use of a portable or handheld device, monitor, smartphone or other electronic device to connect passengers with transportation network drivers for transportation network operations.

2.11 **Trips** shall mean any passenger pick-up or drop-off that occurs within the SAAS property boundaries to include but not limited to SAT, SSF, and any other property added to the SAAS system within the term of this agreement. A trip that occurs wholly within the SAAS property boundaries (i.e., a pickup and drop-off of the same passenger[s]) shall be considered one trip and only one fee will be remitted to SAAS.

2.12 **Vehicle** shall mean a vehicle that is used by a TNC driver and is owned, leased, or otherwise authorized for use by the TNC operator and is not a taxicab, limousine, or other vehicle regulated by a municipality under Texas Local Government Code Section 215.004.

3. OPERATIONS

3.1 **Airport Rules and Regulations** - Operator, Drivers, and Vehicles shall comply with the Airport Rules and Regulations.

3.2 **Other Commercial Activities** - Drivers affiliated with Operator, who are also authorized to act as limousine drivers, taxi driver, or drivers of other vehicles regulated by a municipality under Texas Local Government Code Section 215.004 may not exercise both privileges at the same time.

3.3 **Designated Areas.** SAAS grants to Operator the right to allow Drivers affiliated with Operator to use, in common with others so authorized, the Designated Areas for pick-up, drop-off, and staging subject to the terms and conditions hereinafter set forth.

a.) Operator shall also inform Drivers of the terms of this Agreement.

b.) Operator agrees to prevent Drivers from accepting originating trips while staged on SAAS property in areas that are not designated as the Driver holding lot or other approved areas by use of the geo fencing technology within their App. For avoidance of doubt, this will not preclude a Driver who has dropped off a passenger at the designated drop-off area and then receives an in-app notification of another imminently arriving passenger, from accepting that originating trip and picking up that passenger at the Designated pick-up area without returning to the Driver holding lot. This activity will not be considered

"staging." Drivers shall not loiter in the designated drop-off area after their customer has departed the vehicle.

c.) Any and all Drivers waiting for passengers shall not loiter in the Designated Areas, but instead shall wait in the approved staging area as designated by the Director or designee, unless there are more rides of a particular product type that have been requested by passengers than there are Drivers in the approved staging area to match. Only in such limited circumstances shall Drivers be able to accept originating trips outside SAAS property in order to meet passenger demand. Once a Driver has made contact with the passenger(s) with whom such driver was matched through the Operator's App, the Driver shall promptly load such passenger(s). Each Driver shall limit his/her curbside time to the minimum time required for the prompt loading and unloading of passengers, and after loading and unloading all passengers, such Driver shall thereafter promptly depart from the Airport, or return to the approved staging area, as appropriate. It is understood that the designated Pick-up and Drop-off locations are to be used only for active loading and unloading.

d.) Operator and Drivers may use the Designated Areas only for the uses specified in this Agreement and for no other purpose, and shall not conduct any activity or operations at the Airport not expressly authorized by this Agreement.

(e) Operator may, from time to time, propose to SAAS the testing or experimentation of specific new products or features designed to enhance TNC operations at the Airport. Upon SAAS' express approval, such testing or experimentation may commence without requiring further modification to the underlying Agreement. All such testing or experimentation shall comply with Airport regulations, as promulgated under Chapter 3 of the San Antonio Municipal Code.

(f.) 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. Operator's rights to use the Designated Areas shall be on a non-exclusive basis at all times.

3.4 **Trip Information**. Every passenger pick-up and drop-off shall be documented electronically by the App. Drivers shall, upon request, present the electronic trip from the App to any SAAS representative for inspection. Each Driver will maintain this information on his or her digital device while using the App. This information will allow the SAAS representative to confirm the following information for any Driver or Vehicle using the App while on Airport property:

1) Driver identity and color photo;
2) Vehicle make, model;
3) License plate number;
4) Certificates of insurance; and
5) Electronic trip and receipt information.

Additional data shall also be tracked for each event that takes place. Each event record shall include but may not be limited to the following.

1) Operator based unique identifier,
2) Operator identification,
3) Vehicle license plate number,

4) Timestamp,
5) Transaction type,
6) Ride count,
7) Longitude,
8) Latitude, and
9) Other data as may be requested by the Airport Director and agreed upon by the Operator to provide.

Operator shall electronically notify SAAS in real time with the data described above for movement of its Drivers through SAAS property at such locations as prescribed by the Airport Director which include, but may not be limited to:

1) Any entrance onto a defined Geo-Fence;
2) Any exit from a defined Geo-Fence;
3) When a Passenger is picked up on SAAS property as part of a prearranged ride.
4) When a Passenger is dropped off on SAAS property as part of a prearranged ride.

The data exchange shall be accomplished using an HTTP/HTTPS POST message which contains a JSON data packet.

3.5 Operator shall perform, or have a third party perform, criminal background checks on each Driver before said Driver begins offering services at the Airport.

3.6 **Rights of Ingress and Egress**. Drivers affiliated with Operator shall have the non-exclusive rights of ingress and egress across SAAS property to conduct their permitted operations hereunder, provided that such ingress and egress activity shall not impede or interfere with the operation of the Airports or the use of the Airports by its tenants, passengers or employees.

3.7 **Changes to Airport**. Operator acknowledges and agrees that SAAS shall have the right, at all times, to change the designated pick-up, drop-off and staging areas. Operator acknowledges that the Airport may from time to time undergo renovation, construction and other Airport modifications and may from time to time adopt rules and regulations relating to security or other operational matters that may affect Operator's business.

3.8 **"As-Is" Condition**. Operator 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.

3.9 **Geo-fence(s).** Operator shall establish, and demonstrate to SAAS that Operator has programmed the proper geo-fences to manage its airport business which will keep drivers in compliance and track all activity within the boundaries of SAAS property. Operator will not change or alter any of the programmed Geo-fences without the written consent of the Director or authorized designee.

3.10 **Representative(s) of Operator and Collaboration**. Operator shall provide SAAS with an email address monitored by a team of qualified representatives authorized to represent and act for the Operator in matters pertaining to its operation. Operator shall also make representatives available at least twice annually, at agreed times, to meet with designated SAAS staff in order to discuss operations and any other issues relating to the Agreement.

4. PROHIBITED ACTIVITIES

4.1 General Prohibited Activities. Without limiting any other provision herein, Operator shall not, without SAAS's prior written consent: (a) cause or permit anything to be done, in or about the Designated Areas or the Airport, or bring or keep anything thereon, which would be reasonably likely to (i) increase, in any way, the rate of fire insurance on the Airport, (ii) create a nuisance, or (iii) obstruct or interfere with the rights of others on the Airport or injure or annoy them; (b) commit, or suffer to be committed, any waste upon the Designated Areas or the Airport; (c) use, or allow to be used, the Designated Areas for any improper, immoral, unlawful or reasonably objectionable purpose; (d) place any loads upon the floor, walls or ceiling which endanger the structure or obstruct the sidewalk, passageways, stairways or escalators, in front of, within or adjacent to the Designated Areas or the roadways; or (e) do, or permit to be done, anything, in any way, which would be reasonably likely to materially injure the reputation or image of the Airport or appearance of the Airport or violate the Airport Rules.

4.2 Other Prohibited Activities

(a) Turning off or disabling the App when a Vehicle is on Airport property, unless the Driver is departing the property or traveling to / from the Airport on personal business while not working as a Driver.
(b) Operation of a Vehicle on Airport roadways by an unauthorized Driver;
(c) Transporting a passenger in an unauthorized vehicle;
(d) Picking-up or discharging passengers, or their baggage, at any terminal location other than the Designated Areas;
(e) Failing to provide information, or providing false information, to police officers or SAAS personnel;
(f) Displaying, to an SAAS representative, electronic trip information in an altered or fictitious form;
(g) Soliciting passengers on Airport property, other than through the Operator's App;
(h) Conducting vehicle for hire activities with a customer when the App is not in use.
(i) Using or possessing any alcoholic beverage while on duty;
(j) Failing to operate a 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 or computed by Operator's App;
(n) Operating a vehicle which is not in a safe mechanical condition or which lacks mandatory safety equipment;
(o) Using or possessing any illegal drug or narcotic while on Airport property;
(p) Operating a vehicle without proper certification or at any time during which Operator's authority is suspended or revoked; and
(q) Engaging in any criminal activity.

4.3 Operator Responsibility Upon notice by SAAS of a Driver that is not in compliance with these rules as outlined in Sections 4.1-4.2 above, it is the obligation of the Operator to provide a warning to the Driver. In the case of multiple or egregious violations by an individual driver Operator will promptly remove the Driver's ability to accept trips on SAAS property at SAAS' direction.

5. FEES, REPORTING, RECORD KEEPING

5.1 Fees Operator shall pay to SAAS a Per-Trip access fee for each pick-up and drop off that occurs on SAAS Property. The per trip rate access fee shall be $2.50 for SAT and $1.50 for SSF. These fees are subject to modification not more than once per calendar year per the specifications set out in greater detail below. The per trip access fee and requirement for Operator to pay these fees is not exclusive to this agreement but is a requirement for all ground transportation providers as set by Chapter 3 of the SAAS Ordinance.

5.2 For the first year of the initial Term, Operator agrees to pay a Monthly Fee to SAAS, which shall constitute a total of the Per Trip Fees, assessed for each pick-up at $2.50 at SAT and $1.50 at SSF, and each drop off, assessed at $2.50 for SAT and $1.50 for SSF, in the relevant month.

5.3 Beginning on **December 1, 2019**, and no more frequently than once per calendar year, SAAS may adjust fees based on costs and market conditions. Any such increase shall be both reasonable and not excessive. Further, SAAS will provide Operator no less than sixty (60) days notice of any proposed Per Trip Fee increase before implementation.

5.4 Reporting Requirements Operator shall, no later than the fifteenth (15th) day of each calendar month, submit to SAAS two summary reports ("Monthly Reports") that lists the previous calendar month's total Trip count and separately states the number of Airport pick-up and drop-off Trips for both SAT and SSF by calendar day.

5.5 All payments hereunder, including Monthly Fees, shall be paid in lawful money of the United States of America, free from all claims, demands, setoffs, or counterclaims of any kind. Any payments hereunder, including Monthly Fees, not paid when due shall be subject to a service charge of one and one-half percent (1.5%) per month, or if lower, the maximum amount allowed by law.

5.6 Real-time System. SAAS will maintain a real-time data system pursuant to the criteria listed in section 3.4 above and in the Data Interface Agreement, Exhibit A attached and incorporated. Operator agrees to make data available to this system in real-time. Monthly Fee Invoices will be based on Operator's Monthly Report.

5.7 Books and Records.

(a) Operator agrees to maintain and make available to SAAS accurate and detailed books and records reflecting its performance of its obligations under this Agreement. Upon SAAS's reasonable prior written request, which shall not occur more than twice per calendar year, Operator shall permit the SAAS to audit and examine such books and records relating to its performance of its obligations. Operator shall maintain such data and records for a period of not less than five (5) years from the expiration of this Agreement or the last date of operations at the Airport, whichever is later.

(b) Should any examination, inspection and audit of Operator's books and records by the SAAS disclose an underpayment by Operator of the consideration due, Operator shall promptly pay SAAS the amount of such underpayment. If said underpayment exceeds three percent (3%) of the consideration due, Operator shall reimburse the SAAS for all reasonable costs incurred in the conduct of such examination, inspection and audit.

6. ASSIGNMENT

6.1. No Assignment. Operator shall not assign, encumber or otherwise transfer, whether voluntarily or involuntarily or by operation of law, this Agreement, or any right hereunder, without SAAS's prior written consent, which consent may be granted or denied in SAAS's sole and absolute discretion. SAAS's consent to one transfer shall not be deemed a consent to any subsequent transfers. Any transfer made without SAAS's consent shall constitute a default hereunder and shall be voidable at the SAAS Director's election. Notwithstanding the above, Operator shall retain the right to transfer this Agreement, or any right hereunder, to an affiliate of Operator.

6.2. Change of Control. The sale or other transfer of a controlling percentage of the capital stock or membership interests of Operator, whether by merger, stock sale or otherwise, or the sale or transfer of more than fifty percent (50%) of the value of the assets of Operator related to the operations hereunder, shall be deemed a Change of Control, not a Transfer, and shall not be subject to the restrictions in Section 5.1. The phrase "controlling percentage" means the ownership of, and the right to vote, stock or interests possessing more than fifty percent (50%) of the total combined voting power of all classes of Operator's capital stock or interests issued, outstanding and entitled to vote for the election of directors.

7. COMPLIANCE WITH LAWS

At all times, Operator shall comply with and shall inform their affiliated drivers of their obligation to comply with all applicable laws, ordinances, orders, directives, rules, codes, regulations and decrees of federal, state and local governmental entities and agencies, and their respective departments, agencies, authorities and SAAS (individually, a "Governmental Entity", or collectively, "Governmental Entities"), and all grant assurances provided by SAAS to any federal or state Governmental Entity in connection with the Airport's ownership or operation of the Airport, and all other applicable rules, regulations, policies, and procedures of SAAS (including Airport Rules), as the same may be amended, modified or updated from time to time, including, but not limited to, those relating to health and safety, especially those pertaining to public safety such as safe driving practices, seat belts, and child seats/restraints. For purposes of this Agreement, the term "Governmental Entity" shall also mean and include, without limitation, the San Antonio International Airport, the SAAS of San Antonio, the State of Texas, U.S. Department of Transportation, Federal Aviation Administration, U.S. Department of Homeland Security, and Transportation Security Administration.

8. WAIVER; INSURANCE; INDEMNIFICATION

8.1. Waiver. Operator covenants and agrees that SAAS shall not, at any time or to any extent whatsoever, be liable, responsible, or in any way accountable for any losses, liabilities, judgments, suits, claims, damages, costs and expenses, of any kind or nature (collectively, "Losses"), which (a) at any time after the effective date of this Agreement may be suffered or sustained by Operator or any Driver arising out of Operator's operations, or (b) are caused, in whole or in part, by any act or omission (whether negligent, non-negligent or otherwise) of Operator or any Driver. This waiver shall not extend to such Losses caused in whole or in part by any act, omission or negligence of SAAS, including Losses caused by the sole gross negligence or willful misconduct of SAAS.

8.2. Insurance. Operator shall procure and maintain, at its sole cost and expense and at all times during the term of this Agreement, insurance of the kind and in the amount required by law.

8.3. Notice. Each Party hereto shall give to the other Party, prompt and timely written notice of

any loss arising out of this Agreement, meaning any and all losses, liabilities, judgments, suits, claims, damages, costs and expenses (including reasonable attorney's fees, investigation costs, remediation costs, and court costs), of any kind or nature, coming to its knowledge which in any way, directly or indirectly, contingently or otherwise, affects or might affect either, and each shall have the right to participate in the defense of the same to the extent of its own interest.

8.4. Indemnification. Operator agrees to indemnify, defend and hold harmless SAAS, and their respective officers, directors, agents and employees, from and against any and all claims, actions, damages, liabilities, and judgments, and losses, costs, fines, penalties, and expenses paid or payable to a third party (including, but not limited to, reasonable attorney's fees, court costs and litigation expenses), with respect to any third party claim arising out of or related to: (a) Operator's performance or exercise of this Agreement and rights granted under this Agreement; (b) an intentional act or a negligent act or omission of any of Operator's officers and employees related to this Agreement; (c) the failure of Operator to comply with any applicable laws, ordinances, rules or regulations related to this Agreement; or (d) any breach or default by Operator of any of its obligations under this Agreement. Notwithstanding the foregoing, Operator shall have no obligation under this Section for claims arising out of or related to any negligent act or omission of SAAS, its owner- SAAS of San Antonio, or their respective officers, directors, agents and employees. Any indemnification and hold harmless obligations of Operator under this Agreement shall survive any expiration or termination of this Agreement.

9. GOVERNMENTAL PROVISIONS

9.1. Limitation on Damages. Notwithstanding anything in this Agreement to the contrary, in no event will either party be liable to the other party for any consequential, incidental or special damages, or lost revenues or lost profits.

9.2. Nondiscrimination. Operator, in its operation at and use of the Airport, covenants that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Operator shall comply with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Subtitle A, Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuations of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended."

10. GENERAL PROVISIONS

10.1. Notices. Except as otherwise specifically provided in this Agreement, any notice, demand or other correspondence given under this Agreement shall be in writing and given by prepaid certified mail (return receipt requested), or reputable overnight courier (such as Federal Express), to: (a) Operator at its Notice Address; or (b) SAAS at its Notice Address; or (c) such other address as either Operator or SAAS may designate as its new address for such purpose by notice given to the other in accordance with this Section 11. Any notice hereunder shall be deemed to have been given and received, and effective, two (2) days after the date when it is mailed. For convenience of the Parties, copies of notices may also be given by facsimile or electronic mail; however, neither Party may give official or binding notice by facsimile or electronic mail.

Operator's Notice Address: Uber Technologies Inc.
Attn: Stephanie Kuhlman
1455 Market St. 4th Floor
San Francisco, CA 94103

SAAS's Notice Address: San Antonio International Airport
Attention: Ground Transportation Administration
Tamera Irwin
9800 Airport Blvd
San Antonio, Texas 78216
Tamera.Irwin@sanantonio.gov

10.2. Waiver of Performance. The waiver by either Party of performance of any provisions of this Agreement shall not constitute a future waiver of performance of such provisions.

10.3. Entire Agreement. The Parties intend that this Agreement (including all Exhibits) shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous written or oral agreements or understandings. The Parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts hereof and changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Agreement.

10.4. Amendments. Except as specifically provided herein, amendments to this Agreement require written agreement of the Parties. Notwithstanding the foregoing, if a Governmental Entity requires modifications or changes to this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, Operator shall agree to make such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required. The City Manager, or designee, is authorized to execute amendments to this Agreement on behalf of SAAS, without further City Council action.

10.5. Interpretation. The headings and captions of this Agreement have been inserted for convenience of reference only, and such captions or headings shall in no way define or limit the scope or intent of any provision of this Agreement.

10.6. Successors and Assigns. Subject to the provisions of Section 5, the terms and conditions contained in this Agreement shall bind and inure to the benefit of Operator and SAAS, and, except as otherwise provided herein, to their personal representatives and successors and assigns.

10.7. Severability. If any provision of this Agreement or the application thereof to any person, entity or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the full extent permitted by law.

10.8. Governing Law. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Texas. Any dispute arising out of this Agreement, including, but not limited to, any issues relating to the existence, validity, formation, interpretation or breach of this Agreement, shall be brought and litigated exclusively in a state or federal court located in Bexar County, Texas; and the Parties consent to the exclusive jurisdiction thereof.

10.9. Authority. Operator represents and warrants that Operator is a duly authorized and existing entity that Operator has and is duly qualified to do business in Texas, that Operator has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of Operator are authorized to do so. Upon Airport's request, Operator shall provide SAAS with evidence reasonably satisfactory to SAAS confirming the foregoing representations and warranties.

10.10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this Agreement.

City of San Antonio

By:_____
Name:_____
Title:_____
Date:_____

Approved as to form:

_____
City Attorney

Raiser, LLC

By: _____
Name: ANITA NATARAJAN TIWARI
Title: DIRECTOR OF AIRPORTS
Date: 10/22/2019

EXHIBIT A

DATA INTERFACE AGREEMENT

THIS DATA INTERFACE AGREEMENT is entered into as of this 1st day of **December, 2019** (the "Effective Date"), by **Raiser LLC** and **the City of San Antonio** (the "Airport"). The Data Interface Agreement is made with reference to Recipient's agreement to operate as an [Application-Based Commercial Ground Transportation or Transportation Network Company] on Airport premises. This Data Interface Agreement shall be attached and incorporated by reference into the Airport's Operating Permit with Recipient.

The parties hereby agree as follows:

1. DATA REQUIREMENTS

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

Name	Format	Description	Samples
uid	<Driver ID>	A unique identifier for the Driver assigned to the TNC.	<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.	"123.12345678"

geofence_id	String	A unique identifier for the geofence at the airport. The geofence to be used will be agreed upon at time of implementation.	

2. WEB SERVICE

The Airport or a third party designated and identified by the Airport to the Recipient, shall provide a web service in order to accept data from the Recipient 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>

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

THIS AGREEMENT IS EXECUTED by the parties as of the Effective Date.

AIRPORT:	**RECIPIENT:**
_____	_____
BY: _____	BY: _____
_____	ANITA NATARAJAN TIWARI
Print Name	Print Name
_____	DIRECTOR OF AIRPORTS
Title	Title

Exhibit B

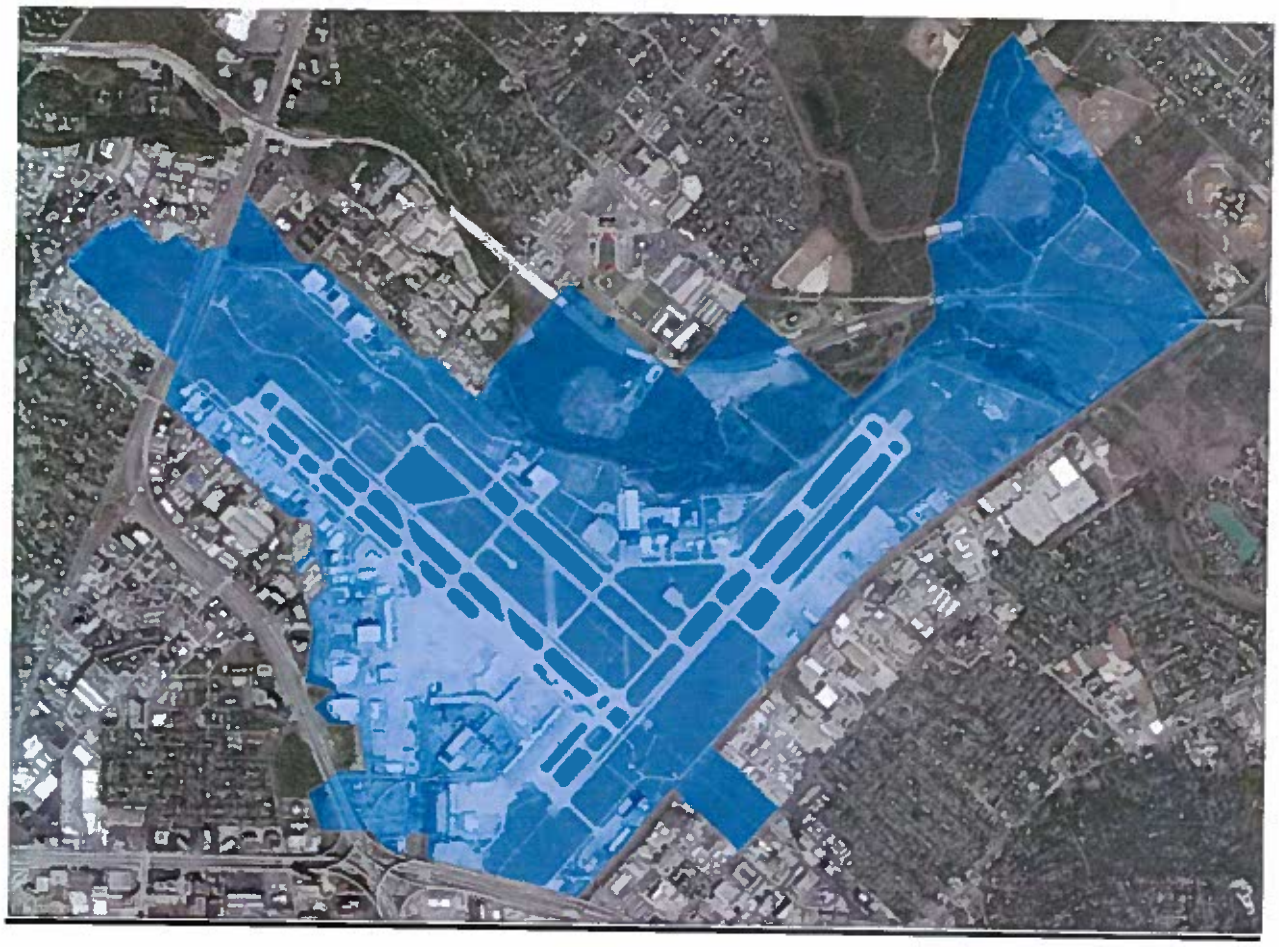


Exhibit C

