

**2024 GROUND TRANSPORTATION AGREEMENT
BETWEEN THE AUGUSTA AVIATION COMMISSION FOR THE AUGUSTA
REGIONAL AIRPORT & AND LYFT, INC.**

This Agreement (“Agreement”), is made and entered into, to be effective _____, 2024, by and between Augusta, Georgia (“Augusta”), a political subdivision of the State of Georgia, acting by and through the Augusta Aviation Commission for the Augusta Regional Airport (“Airport”) and Lyft, Inc., a corporation organized and existing under the laws of the state of Delaware (“TNC”).

WHEREAS, the Augusta Aviation Commission operates the Augusta Regional Airport; and

WHEREAS, Lyft, Inc., is a Transportation Network Company (TNC) who has expressed a desire to provide transportation network services at the Airport wherein the network provided by TNC will connect passengers with prearranged transportation services offered by individual drivers ("TNC Drivers"); and

WHEREAS, the Augusta Aviation Commission has adopted Policies and Procedures regarding the provision of Grounds Transportation services at the Airport to which all Ground Transportation providers must adhere; and

WHEREAS, the Augusta Aviation Commission has agreed to grant TNC the ability to offer its mobile application services (“App”) at the Airport, and grant TNC drivers the privilege to provide on-demand transportation services using TNC’s App at the Airport.

NOW THEREFORE, for and in consideration of the terms and conditions in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1.
USES AND PRIVILEGES**

1.1 The purpose of this Agreement is to ensure that the Airport’s commercial ground transportation operations provide a high level of customer transport and services that are representative of a world class airport and to make effective and efficient use of the Airport’s

Commercial Ground Transportation Lot and its roadways.

1.2 Subject to the terms of this Agreement, Augusta hereby grants a revocable, non-exclusive Permit to TNC as a Commercial Ground Transportation TNC in the classification of a Transportation Network Company.

1.3 During the term of this Agreement, TNC shall have a non-exclusive, revocable Permit solely to (i) operate subject to the Airport's Grounds Transportation Rules (as defined herein), at the Airport utilizing smart phone mobile application technology to connect passengers with prearranged transportation services for hire; and (ii) permit TNC Drivers to transport such passengers and/or their personal baggage to and/or from the Airport in TNC Drivers' vehicles; and (iii) permit TNC Drivers to use common-use Airport roadways for ingress and egress to and from the Airport; and (iv) to utilize its technology to track and report, on a monthly basis, the number of pickups at the Airport's Terminal by TNC Drivers who accept trip requests on its platform; and (v) permit TNC Drivers to pick up passengers and/or their personal baggage with vehicles when active on the TNC's network.

1.4 All TNC Drivers shall comply with all applicable requirements of all Federal, state, local laws and the Airport's Rules and Regulations. If the TNC is notified that a TNC Driver has violated a requirement of a Federal, state, or local law and fails to take reasonable steps to immediately address the non-compliance, the Airport may terminate this Agreement in accordance with Section 9.

2. **TERM**

Upon execution of this Agreement, TNC will be authorized to conduct business at the Airport for a period not to exceed three (3) years from the date of execution of this Agreement, unless terminated by virtue of superseding laws or regulations or violations of the Airport Grounds Transportation Rules, Operating Rules or applicable federal regulations. Notwithstanding the foregoing, either Party may terminate this Agreement without cause upon thirty days' advance written notice to the other.

3. **FEES AND CHARGES**

3.1 TNC shall pay to Airport, for the privilege of operating at the Airport:

1. An amount equal to Two Dollars and no/100 (\$2.00) per pick up (regardless of the number of passengers) anywhere on the Airport's property, and
2. An amount equal to Two Dollars and no/100 (\$2.00) per drop off (regardless of the number of passengers) anywhere on the Airport's Property
3. The fees and charges stated herein shall be subject to negotiation on an annual basis, at the Airport's sole discretion, upon the Airport providing TNC with notice sixty (60) days prior to the end of each year of this Lease.

3.2. The Airport has engaged the services of a Clearinghouse to provide tracking and monitoring services for all TNCs. TNC shall comply with the procedures established by the Clearinghouse for billing and payment of Trip Fees, consistent with this Permit and the Airport Rules, including, without limitation, the Data Interface Agreement attached as Exhibit A hereto and incorporated by reference herein. Within fifteen (15) days of the close of each calendar month, the TNC shall upload a self-report of all pick-ups that took place within the Airport's Geo-Fence for the previous month into the Clearinghouse ABT website.

3.3 TNC shall utilize the Monthly Financial Upload Template required by the Clearinghouse. Additionally, not later than fifteen (15) days after the close of each calendar month, TNC shall initiate payment to the Clearinghouse for all self-reported trips. On a monthly basis, the Clearinghouse may determine whether there is a difference between the number of pickups reported in TNC's self-reports and the data provided to the Clearinghouse.

3.4 During the first sixty (60) days of operation (the "Conformance Period"), the TNC and the Clearinghouse will take all reasonable effort to work to improve and ensure the accuracy of transactional reporting and reconciliation. During the Conformance Period, TNC shall pay the Clearinghouse based on the TNC's monthly self-reports, unless there are discrepancies that exceed twenty percent (20%), in which case all parties will conduct a detailed reconciliation of transactional reporting to determine the exact amount owed to the Airport. After the Conformance Period, TNC shall pay the Clearinghouse based on the TNC's monthly self-reports, and the Clearinghouse may determine whether the data provided to the Clearinghouse is within a five percent (5%) difference for that month compared to TNC's monthly self-report. If the data is within

the five percent (5%) difference for that month, no additional payment will be due. If the Clearinghouse data is over the five percent (5%) difference for that month, the Clearinghouse and the TNC shall work collaboratively to understand the source of the discrepancy. If the Clearinghouse determines the Airport is owed additional funds, the Clearinghouse shall invoice the TNC for the discrepant amounts. If the Clearinghouse determines the Airport owes a reimbursement to the TNC for an overpayment, the TNC may credit the discrepant amounts against future invoices. If an outage in data occurs, the Clearinghouse and the TNC shall mutually agree to a methodology to account for such outages. Both the Clearinghouse and TNC shall take commercially reasonable efforts to minimize outages.

3.5 TNC agrees to maintain and make available to Airport at TNC's place of business or a mutually agreed upon third party location, during regular business hours, accurate and detailed books and accounting records reflecting its performance of its obligations under Section 4 of this Agreement, which shall be kept in accordance with generally accepted accounting principles. Upon Airport's reasonable prior written request, which shall not occur more than once per calendar year, TNC shall permit the Airport to audit and examine such books and records relating to its performance of its obligations under Section 4 of this Agreement at TNC's place of business or a mutually agreed upon third party location. TNC shall maintain such data and records in an accessible location and condition 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; but in no event shall Operator be required to maintain such data and records for a period in excess of seven (7) years.

Should any examination, inspection, and/or audit of TNC's books and records by Airport disclose any underpayment by TNC in excess of three percent (3%) of the total Trip Fees or payments due, TNC shall promptly reimburse the Airport for all reasonable costs incurred in the conduct of such examination, inspection, and audit in addition to remitting the amount of such underpayment to the Clearinghouse, plus the maximum interest rate allowable under Georgia law. In the event that the Airport deems it necessary to utilize the services of legal counsel in connection with such examination, inspection, and/or audit, and such examination, inspection, or audit results in reimbursement to the Airport, the TNC shall reimburse the Airport for reasonable attorneys' fees and litigation expenses in addition to any deficiencies due. Prior to utilizing legal counsel in this regard, Airport shall grant TNC a reasonable opportunity to cooperate with Airport, reimburse

the Airport's expenses, and pay any such underpayment and the parties shall enter good faith negotiations to resolve the dispute.

3.6 TNC shall send real-time data to the Clearinghouse consistent with the Data Interface Agreement attached as Exhibit A hereto and incorporated by reference herein.

4. **AUDIT AND RECORDS**

4.1 If the Airport has reason to believe that TNC is not complying with its obligations to make payment of the fees and charges set forth herein, the Commission may, upon no less than thirty (30) business days' prior written notice audit TNC's books, records, and software related to its payment of such fees and charges. Any such audit will be at Airport's sole expense. Parties agree to coordinate the time and place for any such audit. Parties agree to coordinate the time and place for any such audit. The Airport agrees that it will not audit TNC more than once in any one-year period.

4.2 TNC shall maintain its records for a period of at least two (2) years for the purpose of audit.

5. **INSURANCE AND INDEMNIFICATION**

5.1 All TNC drivers and vehicles, upon entering Airport Property and during transport of an Airport charge, shall be covered by auto liability insurance with limits of no less than one million dollars (\$1,000,000.00) combined single limit for death, bodily injury and property damage for each occurrence at the Airport.

5.2 TNC shall maintain Automobile Liability insurance in the amount required by the State of Georgia.

5.3 TNC shall indemnify, hold harmless and defend Augusta, Georgia, all members of the Augusta, Georgia, the Augusta Aviation Commission, elected officials, employees, and agents from all liability and loss with respect to any third-party claim arising out of TNC's activities under this Agreement. Notwithstanding the foregoing, TNC shall have no obligation under this Section

for claims arising out of or related to (a) any negligent act or omission of Airport or its officers, directors, agents, and employees, or (b) any allegation related to the Airport's authority to enter this Agreement or (c) Airport's enforcement of this Agreement. The foregoing indemnification obligation is contingent upon Airport providing TNC with (i) prompt written notice of any potential claim subject to indemnification hereunder, (ii) control over the defense and settlement of each such claim (provided that TNC will not settle or compromise any claim without written consent of Airport, which consent shall not be unreasonably withheld, conditioned or delayed), and (iii) reasonable cooperation, at TNC's expense, in the defense and settlement of a claim.

5.4 TNC shall furnish to the Airport certificates of insurance confirming that the insurance required hereunder is in full force and effect through the term of this Agreement. The certificates shall contain endorsements by the insurers that the Airport shall be given not less than thirty (30) days' notice prior to cancellation or change of coverage. The Augusta Aviation Commission, Augusta, Georgia, and their elected officials, shall be listed upon the certificates as additional insureds via blanket endorsement. All certificates of insurance shall be delivered to and approved by the Airport prior to the TNC's exercise of any rights and privileges provided by this Agreement.

6. **OPERATIONAL REQUIREMENTS**

6.1 Each TNC driver will maintain, on his or her smartphone, a "digital decal" while using the app on the Airport that will be used to substitute for a tangible Airport transponder. The digital decal will allow the Airport, at any and all times, to confirm the following information for any TNC driver using the app while operating at the Airport:

- (a) TNC Driver identity and color photo;
- (b) Vehicle make and model;
- (c) License Plate number;
- (d) Certificates of insurance in accordance with State Law;
- (e) An electronic waybill.

6.2 No TNC vehicle shall stage or wait for a rider anywhere on Airport property except the in the Holding Area identified in Exhibit B. TNC vehicles shall only enter Airport property to enter the Holding Area or pick up or drop off a passenger. Staging and pick up areas on Airport

property may be regulated further at the discretion of the Executive Director or designee. TNC Drivers who elect to park in the Airport's paid Parking Lots while waiting for a passenger shall be responsible for the payment of any parking fees and shall not seek reimbursement from the Airport.

6.3 All TNC vehicles shall post or display signage or trade dress displaying TNC's name and/or logo.

6.4 TNC and its drivers shall comply with all operational requirements established by the Airport that specifically apply to transportation network companies. TNC shall inform TNC's Drivers of the following Airport rules and requirements including, but not limited to the following:

A. OPERATING REQUIREMENTS FOR DRIVERS:

1. Conduct and Appearance of Drivers. TNC's Drivers shall be clean, courteous, efficient and neat in appearance as required by the Airport Rules and Regulations. The TNC shall take reasonable steps to ensure that TNC Drivers operate in compliance with this Agreement. The performance of this duty shall be determined by the Airport and the TNC agrees to undertake reasonable steps to address non-compliance by TNC Drivers or TNC's employees or agents whose conduct the Airport determines is in violation of the obligations set forth in this Agreement, the providing of service to the public or otherwise creates a risk to public safety. To follow consistent disciplinary actions for non-compliance, the Airport uses the following progressive disciplinary process as a guideline:

First Offense: Written Warning with 24-hour suspension

Second Offense: 5-day suspension

Third Offense: Permanent suspension

2. Vehicle drivers/TNCs shall be appropriately groomed and dressed in a clean and neat manner at all times. Drivers are strongly encouraged to maintain professional level of appearance.

3. No driver of a vehicle shall use indecent or profane language or be guilty of loud boisterous talk, shouting or disorderly conduct in the presence of passengers and the general public.

4. No driver shall consume nor be under the influence of narcotics or intoxicants at any time while at the Airport or while providing transportation services to Airport patrons.

5. No driver shall permit any person to accompany or use the vehicles for the purpose

of prostitution, lewdness, assignation, or to direct, take or transport, or to offer or agree to direct, take or transport passengers for such purpose.

6. The designated Holding Area (Exhibit B) is provided as a temporary staging/parking area for TNC drivers. Drivers must park in marked spaces provided in the primary holding area, one vehicle per space. Drivers are not allowed to exit their vehicles while in the Holding Area except when assisting a customer that is ready to enter the vehicle, or to utilize any available restroom facilities within the Holding Area.

7. Drivers shall not park their vehicles along the Airport roadways while waiting to enter the Holding Area unless directed to do so by Airport personnel. When directed the driver must leave the area to avoid creating roadway congestion. Drivers are not allowed to park on the roadway at any time. Drivers must circle away and return when the lot has vacancies. Drivers parking on the roadway will be subject to traffic citations.

8. Vehicles must go to the designated Holding Area for while waiting for pick-ups. Passengers shall be dropped-off at the curb; however, the driver should not exit the vehicle except to assist the passenger in retrieving luggage. The driver must leave the curb as soon as the passenger departs. There shall be no lingering and soliciting. Under no circumstance shall a TNC vehicle be left unattended at the curb. Unattended vehicles are subject to citation, towing, and revocation of the Driver's privileges to operate at the Airport^[1].

9. All drivers shall follow the instructions of the Airport's officers, sheriffs, marshals, representatives and representatives from the City's Licensing Bureau.

10. No driver shall operate a TNC vehicle above ten (10) miles per hour in the Holding Area and shall obey the posted speed limit signs on the Airport's roadways and yield to pedestrians in crosswalks.

11. No driver will refuse to accept a passenger solely on the basis of age, race, color, national origin, religious beliefs, sex or sexual orientation. Any driver found in violation of this requirement shall be permanently barred from operating at the Airport. Drivers may refuse to accept a passenger who is obviously dangerous, uses abusive language or intoxicated. If the driver believes a passenger to be dangerous or intoxicated or has used abusive language, he or she shall report the same to the Airport or Marshal's department.

12. Drivers shall not be allowed to gamble or play games of any type on the Airport

premises.

13. Drivers shall not engage in boisterous conversations, profanity, or fighting at the Airport.

14. Littering in the Holding Area or building is prohibited.

15. No pictures, advertisement and solicitation flyers may be posted on the Airport premises by any commercial ground transportation driver or company.

16. Drivers are to remain alert at all times. No driver may use the vehicle for sleeping or gathering of persons other than passengers on any portion of the Airport property.

17. Drivers shall not solicit passengers.

B. OPERATING CONDITIONS OF TNC VEHICLES:

1. Vehicles shall be maintained in a safe, clean and operable condition at all times. The use of vehicles that have been damaged and in need of repair is strictly prohibited.

2. TNC vehicles shall display TNC's trade dress so as to be readily identifiable.

3. Vehicles leaking any fluids such as oil, anti-freeze, and brake fluid, shall leave the Holding Area immediately and not return until documentation of repairs are presented to Executive Director or his designee.

4. All TNC vehicles shall be free from bodily damage. Vehicles with bodily damage shall not be allowed to pick up customers from the Airport.

5. All TNC vehicles shall be free from smoke and fumes. Vehicles with smoke and/or fumes will not be allowed to pick up customer from the Airport.

6. Changing a flat tire and charging a dead battery are the only repairs that are permissible by drivers in the Holding Area. The Executive Director or his designee must be notified when these repairs are necessary to determine whether the repairs can be completed in the lane or whether the vehicle needs to be towed. If a commercial ground transportation vehicle breaks down for any repairs other than a flat tire or dead battery the Executive Director or his designee will be notified immediately and TNC shall make arrangements to tow the vehicle from the area.

7. **SECURITY REQUIREMENTS**

TNC shall comply with the applicable provisions of the Federal Airport Security Program, Federal Aviation Administration (FAA) Regulations and Transportation Security Administration (TSA) Regulations at all times.

8.
CONFIDENTIALITY

The Parties acknowledge that the Airport is subject to the Georgia Open Records Act. Any information that TNC makes available to Airport pursuant to this Agreement is deemed to be confidential and proprietary information (“TNCs confidential information”), if such records are properly identified as such, and shall not be disclosed to anyone without TNC's express written permission unless required to be disclosed by applicable law or a court order; including without limitation the public records laws, provided that Airport notifies TNC of such requirement no less than fifteen (15) business days prior to disclosure, and provided further that Airport makes diligent efforts to limit disclosure pursuant to any available bases set forth in the Georgia Open Records Act or other applicable law. If Airport is required to release TNC’s confidential information, it nevertheless shall use any available authorities to redact personal or business confidential information from such records to the extent consistent with applicable law.

9.
TERMINATION/ REVOCATION OF AGREEMENT

The Airport has the right to terminate this Agreement immediately with or without notice for failure to comply with local laws, state, or federal laws, the Rules and Regulations established by the Airport as may be amended from time to time by the Augusta Aviation Commission or upon failure to comply with the terms and conditions of this Agreement. In such instances where the TNC is provided with written notice of such failure to perform any of the terms, covenants and conditions of this Agreement, the TNC shall have five (5) business days to correct any such violation or failure, unless a shorter time period is provided in such notice. This Agreement may be revoked if the following occurs:

- 9.1 Failure to pay the required fees in the manner prescribed in this Agreement; or
- 9.2 TNC's activities constituting a material breach of this Agreement; or
- 9.3 Repeated violations of the Airport’s Rules and Regulations and policies, Augusta’s

ordinances, laws, and/or regulations shall subject the TNC to suspension or forfeiture of the operating Agreement at the sole discretion of the Executive Director or designee. TNC will have the right to appeal any such suspension or revocation to the Augusta Aviation Commission, whose decision shall be final; or

9.4 The occurrence of any acts which operates to deprive TNC of the rights, powers, and authorizations necessary to provide the services contemplated hereunder; or

9.5 The failure of the TNC to keep and perform any of the terms, covenants and conditions of this Agreement, and any other acts deemed inappropriate by the Executive Director or designee; or

9.6 Failure to maintain licensing and/or insurance requirements; and/or

9.7 There is a pattern of non-compliance with the terms of this Agreement by TNC Drivers and, upon notice, TNC fails to take reasonable action to remedy such non-compliance.

10. **GOVERNING LAW**

This Agreement is made under and shall be governed by the laws of Georgia, without regard to conflicts of laws principles which would apply the law of any other jurisdiction. Venue for any dispute arising out of or concerning this Agreement, either administrative or judicial, shall be proper and lie exclusively in Richmond, Georgia or in the United States District Court for the Southern District of Georgia.

11. **ASSIGNMENT AND SUBLETTING PROHIBITED**

TNC shall not assign, encumber, sublet or otherwise transfer its rights and obligations under this Agreement without the prior written authorization from Airport. Notwithstanding the foregoing, this section shall not be interpreted to preclude the assignment of this Agreement to a parent, subsidiary, or merged or acquiring company, if such parent, subsidiary, or merged or acquiring company assumes all rights and obligations of this Agreement. TNC shall provide written notice of such assumption to the Airport regarding the proposed assumption by the parent,

subsidiary, or merged company thirty (30) days prior to the effective date of such assignment.

12.
NON-DISCRIMINATION

TNC hereby agrees for itself, its successors and interests and assigns to operate its services in compliance with all mandatory and applicable requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Office of the Secretary, Part 21 non-discrimination and federally-assisted programs of the Department of Transportation as more fully provided in Title IV of the Civil Rights Act of 1964 as amended.

13.
REQUIREMENTS OF THE UNITED STATES

This Agreement shall be subject to and subordinate to the provisions of any existing or future agreement between the Airport and the United States or any agency thereof, including, but not limited to, the Federal Aviation Administration (FAA) and/or Transportation Security Administration (TSA), relative to the development, operation or maintenance of the Airport. The Airport will, to the extent permitted by law, use its best efforts to cause such agreements to include provisions protecting and preserving the privileges of TNC to use the premises. TNC acknowledges that this Agreement may be revoked or suspended at any time by the FAA, TSA or other federal entity having jurisdiction over the Airport.

14.
COMPLIANCE WITH LAWS

14.1 TNC shall comply with all rules and regulations of the Airport and laws, regulations and ordinances of federal, state, local governments, which are applicable to the TNC's operations under this Agreement. The Agreement may be terminated by the Airport Executive Director or his designee for failure to comply with this Section.

14.2 TNC shall observe all applicable safety/security requirements of FAA Regulations, TSA Regulations and the Airport's Security Program, applicable parts, as the same may be from time-to-time amended, which will be furnished to TNC as approved by the FAA and/or TSA, and to take such steps as may be necessary or directed by the Airport to ensure that

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drivers, employees, invitees, and guests observe these requirements.

14.3 If Airport incurs any fines and/or penalties imposed by the FAA, TSA, or any other federal, state, or local agency, or any expense in enforcing the regulations of the FAA, TSA and/or Airport Security Program, as a result of the acts or omissions of TNC or TNC's Drivers, TNC agrees to pay and/or reimburse all such costs and expense. TNC further agrees to rectify any deficiency as may be determined as such by such federal, state, or other governmental agency. The Airport reserves the right to take whatever action necessary to rectify any security deficiency, in the event TNC fails to remedy the security deficiency.

15.

PERMITS, LICENSES, MISCELLANEOUS FEES AND TAXES

TNC shall be responsible for the payment of all reasonable and pre-approved expenses in connection with the use of the Airport's property, and the rights and privileges herein granted that TNC is responsible to pay, including and without limitation by reason of enumeration, taxes, including ad valorem taxes, permit fees, license fees, and assessments lawfully levied or duly assessed upon the TNC at any time situated thereon and TNC shall be responsible for securing all required permits and licenses, including a license issued by the Georgia Department of Public Safety as required under O.C.G.A. § 40-1-193. The Airport shall not be responsible for the payment of any fees or taxes, including all applicable rentals, sales and other taxes, which might be imposed by any authority by reason of TNC's activities upon the property.

16.

ATTORNEYS' FEES

In the event any fees hereunder are collected through an attorney or the Airport is assessed a fine or other penalty by another governmental agency as a result of TNC or a TNC Driver's grossly negligent actions, TNC agrees to pay the Airport's reasonable attorneys' fees, expenses and court costs.

17.

NOTICES

All notices by and between the parties shall be delivered in writing to the following

address or such other addresses as may be designated by the parties:

As to Airport:
Airport Executive Director
Augusta Regional Airport
1501 Aviation Way
Augusta, Georgia 30906

With a copy to:
General Counsel
Augusta, Georgia Law Department
535 Telfair Street, Building 3000
Augusta, Georgia 30901

As to TNC:
Lyft, Inc.
c/o Elizabeth Carlson-Bast, Business Development Manager, Airports

185 Berry Street, Suite 400
San Francisco, CA 94107
w/ Copy to Legal Department
w/ electronic copy to legalnotices@lyft.com

18.
AMENDMENT

This Agreement, together with any riders and exhibits attached hereto forming a part hereof, sets forth all of the promises, agreements, conditions and understandings between the parties hereto, either oral or written. It is understood and agreed that no subsequent alteration, amendment, change or addition to the Agreement shall not be binding upon the Airport or TNC unless mutually agreed upon by the Parties and reduced to writing. Such amendment shall be by direct reference made a part hereof.

19.
VENUE

All claims, disputes and other matters in question between the Airport and TNC arising out of or relating to this Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The TNC, by executing this Agreement specifically consents to venue in Richmond County and waives any right to contest the venue in the Superior Court of

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Richmond County, Georgia.

20.
ENTIRE AGREEMENT

This Agreement, together with all of the Exhibits shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement.

21.
LEGAL CONSTRUCTION

If any provision contained in this Agreement is held to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability will not affect any other provision of this Agreement and this Agreement will be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

22.
COUNTERPARTS

This Agreement may be executed in two or more identical counterparts, which, when delivered, shall constitute one in the same instrument and shall be enforceable as if all Parties had executed a single document. To expedite the execution of this Consent, the Parties agree that this Consent may be signed by hand or by electronic means on the signature line of this document. The Parties agree that all such signatures shall be fully binding and that the counterpart signatures may be transmitted by mail, hand delivery, email and/or by any other electronic method to the other party or counsel of record for the party and will have the same binding effect as any original ink signature. It is further agreed that this Consent shall be fully effective when signed by all Parties hereto.

23.
FURTHER ACTS

The Airport and TNC each agree to perform any additional acts and execute and deliver any additional documents as may reasonably be necessary in order to carry out the provisions and affect the intent of this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Airport has caused this Agreement to be executed by its Authorized Officer, and TNC has caused the same to be executed by its appropriate and authorized officer.

AUGUSTA, GEORGIA

By: _____
Dan Troutman, Chairperson (Signature)

ATTEST:

Dereena Harris

LYFT, INC.

By: _____
(Signature)

(Printed)

ATTEST:

EXHIBIT A

DATA INTERFACE AGREEMENT

THIS DATA INTERFACE AGREEMENT is entered into as of this ___ day of _____, 2024 (the “Effective Date”), by _____ Lyft, Inc. _____, with a principal place of business at _3500 South Dupont Highway, Dover, DE 19901 _ (“Recipient”) and the Augusta Aviation Commission (the “Airport”). The Data Interface Agreement is made with reference to Recipient’s Permit 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 TNC 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 + “:” + Trip ID>	Driver ID concatenated with the Trip ID.	<TNC to provide samples and format> Alphanumeric and special characters
tnc_id	Integer	A unique number assigned to the TNC.	<TNC 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	“123.12345678”

		will always be a positive number.	
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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:

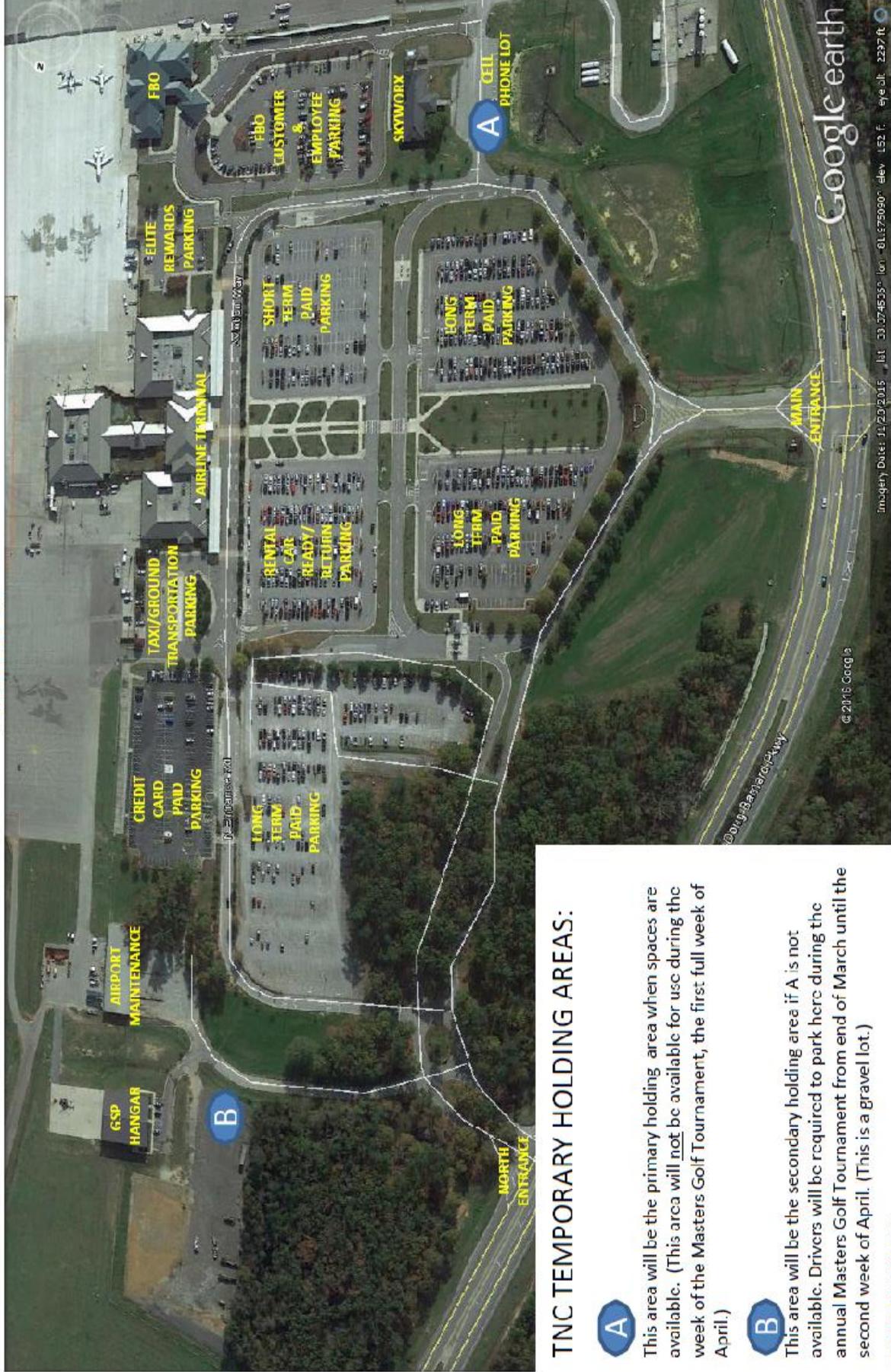
- a. The web service shall use HTTPS protocol to submit all requests and posts.
- b. The web service shall allow HTTPS POST for all “pings” from Recipient.
- c. The web service shall accept the values for the following attributes as defined in the following list in the URL:
“uid”, “tnc_id”, “license 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.

<p>AIRPORT:</p> <p><u>Augusta Regional Airport</u></p> <p>BY: _____</p> <p><u>Dan Troutman</u></p> <p>Print Name</p> <p><u>Augusta Aviation Commission Chairperson</u></p> <p>Title</p>	<p>Recipient:</p> <p>_____</p> <p>BY: _____</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Title</p>
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EXHIBIT B



TNC TEMPORARY HOLDING AREAS:

- A** This area will be the primary holding area when spaces are available. (This area will not be available for use during the week of the Masters Golf Tournament, the first full week of April.)
- B** This area will be the secondary holding area if A is not available. Drivers will be required to park here during the annual Masters Golf Tournament from end of March until the second week of April. (This is a gravel lot.)

PAID PARKING
 INC Drivers choosing to park in paid parking areas will be responsible for any fees accumulated while parked in these areas.