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NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN
THE CITY OF LONG BEACH AND
WINGZ, INC.
COVERING TRANSPORTATION NETWORK COMPANY SERVICES
TO AND FROM
LONG BEACH AIRPORT (LGB)

THIS NON-EXCLUSIVE LICENSE AGREEMENT (“**License**”), is made and entered into this 1st day of October, 2017, pursuant to a minute order adopted by the Long Beach City Council on September 19, 2017, by and between the CITY OF LONG BEACH, a municipal corporation (“**City**”) and WINGZ, INC., a Delaware corporation, registered to do business in the State of California (“**Licensee**”).

RECITALS

WHEREAS, City owns and operates, through its Airport Department, the Long Beach Airport (“**Airport**”) located in the State of California (“**State**”);

WHEREAS, Licensee is a Transportation Network Company (“**TNC**”) and the holder of a permit (“**TNC Permit**”) issued by the California Public Utilities Commission (“**CPUC**”);

WHEREAS, Under California Public Utilities Codes Section 21690.5-21690.10, the State Legislature has determined that the proper operation of the State’s publicly-owned airports is essential to the welfare of the people of California; the operation of such airports is a governmental function to be discharged in the furtherance of the policy of securing the benefits of tourism and commerce for the State and its people; and that in managing its operation, publicly-owned airports shall promote the development of commerce and tourism by doing the following:

“(a) securing a diversity of airport services; (b) avoiding wasteful duplication of such services; (c) securing to the users of airports, safe, courteous, and quality service; (d) limiting or prohibiting business competition which is destructive of the ends of promoting commerce and tourism in the State; (e) allocating limited airport resources to promote such ends; and (f) fostering California’s image as a commercial and tourist center.”;

WHEREAS, On September 23, 2013 the CPUC issued its “Decision Adopting Rules and Regulations to Protect Public Safety While Allowing New Entrants to the Transportation Industry” (“**CPUC Decision**”), subject to CPUC changes and amendments, but which CPUC Decision includes, among other things, the following findings and orders:

1. A Transportation Network Company is defined as an organization, whether a corporation, partnership, sole proprietor, or other form, operating in California that provides

transportation services for compensation using an online enabled application or platform to connect passengers with drivers who are using their personal vehicles.

2. TNCs are charter party carriers and must have a class P permit issued by the CPUC.
3. TNCs are not permitted to own vehicles used in their operations or to own or operate their own fleet of vehicles.
4. TNC permits from the CPUC are only granted to companies utilizing smart phone technology applications to facilitate transportation of passengers in the driver's personal vehicle.
5. TNCs must conduct an inspection of each TNC Driver's vehicle to ensure that such vehicle passes the CPUC-required 19-point inspection and all other inspections required by any governmental entity having jurisdiction prior to allowing the driver to operate the vehicle.
6. TNCs shall comply with all CPUC rules and regulations, including but not limited to TNCs performing ongoing criminal background checks and California Department of Motor Vehicle checks on each TNC driver before the driver begins offering service, as well as assuring that TNCs and TNC Drivers maintain insurance coverage as required by the CPUC and any and all insurance coverage required by the local, State, and or Federal government;

WHEREAS, Licensee desires to enter into this License with City in order to have its TNC Drivers, which includes any individual driver approved by Licensee, to access the TNC Mobile Application ("**TNC Mobile App**") for the purpose of using such individual driver's vehicle ("**TNC Vehicle**") to provide transportation services in accordance with Airport Rules and Regulations and any and all applicable CPUC, California Department of Motor Vehicles ("**DMV**"), local, State, and Federal rules and regulations;

WHEREAS, it is in the best interests of City and the traveling public to make such services available;

NOW, THEREFORE, in consideration of the use of Airport property and of the covenants and conditions hereinafter contained to be kept and performed by the parties hereto, IT IS MUTUALLY AGREED AS FOLLOWS:

LICENSE

ARTICLE 1. SPECIFIC TERMS AND PROVISIONS

Definitions. For the purposes of this License, the following definitions shall apply:

1. **Airport Rules and Regulations:** The Airport Rules and Regulations for, among other things, use of and operation on Airport roadways. The Airport Rules and Regulations, as may be amended or supplemented while this License is in effect, are incorporated herein by reference as if set forth in full form.

2. **CPUC Decision:** The September 23, 2013 decision by the CPUC regulating TNCs as charter party carriers. The CPUC Decision, as may be amended or supplemented while this License is in effect, is incorporated herein by reference as if set forth in full form.
3. **Designated TNC Airport Assignment Area:** The areas from which the TNC Mobile App is given priority to receive an assignment from an Airport passenger. This includes all Designated TNC Staging Area(s), if any, should such Designated TNC Staging Areas be located, by the Airport Director in his or her sole discretion by prior written notice to Licensee, outside of the Designated TNC Airport Assignment Area.
4. **Designated TNC Staging Areas:** One or more City-designated area(s), if any, where unassigned TNC Vehicles may stage for an Airport passenger pick-up assignment from the TNC Mobile App, which areas may be established from time-to-time by the Airport Director in his or her sole discretion by written notice to Licensee.
5. **Designated Trade Dress Location:** Licensee-proposed and City-approved location on each TNC Vehicle, which shall in all events be readily visible to law enforcement and Airport authorities.
6. **Geo-Fence Area:** City-established boundary, defined by Geographic Information System coordinates as provided by the Airport Director or his or her designee, passage through which by a TNC Vehicle engaged in a TNC Mobile App transaction picking-up or dropping-off a passenger in the Airport area shall constitute a Trip.
7. **TNC Driver:** An individual who has been approved by Licensee to use his/her TNC Vehicle to transport passengers whose rides are arranged through the TNC Mobile App. For purposes of this License, the term TNC Driver applies at all times that a Licensee's driver is on Airport property, inside the Geo-Fence Area, inside the Designated TNC Airport Assignment Area, or inside the Designated TNC Staging Areas, by reason of the driver's relationship with Licensee, regardless of whether the TNC Vehicle is carrying a passenger, including, but not limited to, any time the TNC Mobile App is operational on Airport property.
8. **TNC Mobile App:** Licensee's online enabled application to connect passengers with Licensee's approved TNC Drivers.
9. **TNC Vehicle:** Licensee-approved vehicle used by a TNC Driver.
10. **Trade Dress.** Licensee-proposed distinctive signage or display identifying association with the TNC consistent with signage or display filed with the CPUC.
11. **Trip:** Each instance when a TNC Vehicle engaged in a TNC Mobile App transaction crosses the Airport's Geo-Fence to either drop-off or pick-up a passenger within the Geo-Fence Area.
12. **Trip Fee:** The fee payable by Licensee to City in accordance with Section 12 of Article 1.

13. **Unassigned TNC Vehicle:** A TNC Vehicle operating in any area not having an assignment from the TNC Mobile App to transport, drop-off, or pick-up a passenger.

Section 1. Term of License. The term of this License shall be effective as of October 1, 2017 and shall thereafter continue in effect from month-to-month subject to thirty (30) days' written notice of cancellation by either party, (the "**Term**"), or subject to earlier termination, with or without cause, by City at any time following a 24-hour advance written notice being issued by City to Licensee, and otherwise subject to termination provisions as provided herein. Licensee may terminate this License by providing a 30-day advance written notice to Airport Director.

Section 2. Commencement Date. This License shall be effective on the date that the Airport Director reasonably determines that each of the following conditions precedent are satisfied and Licensee has demonstrated the capacity and processes to ensure compliance with the following conditions at all times, and so notifies Licensee in writing:

- a) Licensee's Charter Party Certificate for operation as a TNC authorized by the CPUC has been provided to City.
- b) Licensee's certificates evidencing that Licensee has obtained all requisite insurance have been provided to and approved by City.
- c) Licensee has submitted photographs, required documents, and has received required City approvals regarding Trade Dress pursuant to Section 5 of Article 1.
- d) Licensee has provided or has shown the capacity to be able to provide to City the DMV license plate number for each TNC Vehicle that may operate on Airport property, inside the Geo-Fence Area, inside the Designated TNC Airport Assignment Area, or inside Designated TNC Staging Areas, and Licensee has sufficient processes in place to regularly update such information and to provide to City upon demand on an ongoing basis in a form specified by City.
- e) Licensee has demonstrated to the satisfaction of the Airport Director, in his or her sole discretion, that (i) the TNC Mobile App to be used by Licensee for its business operations substantially and reasonably incorporates the virtual perimeters of the Geo-Fence Area, the Designated TNC Airport Assignment Area, and Designated TNC Staging Areas into the TNC Mobile App to alert TNC Drivers when they have entered and exited each of these areas, and (ii) while within each such area Licensee shall ensure its drivers abide by the terms of this License and shall allow City to access any and all information regarding TNC Drivers' entrance, assignment, movement, exit, and TNC Vehicle counts.
- f) Licensee has demonstrated to the satisfaction of the Airport Director that Licensee has performed and has processes sufficient to continuously perform all driver background checks consistent with the CPUC Decision and any subsequent Airport, local, State, or Federal requirements for driver background checks for each TNC Driver that may operate on Airport property, inside the Geo-Fence Area, inside the Designated TNC Airport Assignment Area, and inside Designated TNC Staging Areas.

- g) Licensee has demonstrated to the satisfaction of the Airport Director that Licensee has performed and has processes sufficient to regularly perform all safety checks consistent with the CPUC Decision and any subsequent Airport, local, State, or Federal requirements for safety checks for each TNC Vehicle that will use Airport property.
- h) Licensee has demonstrated to the satisfaction of the Airport Director that each TNC Driver that may use Airport property, the Geo-Fence Area, the Designated TNC Airport Assignment Area, or Designated TNC Staging Areas, has been and shall be updated expeditiously regarding the terms of this License, including, but not limited to, compliance requirements of TNC Drivers pursuant to Airport Rules and Regulations, which may be updated from time to time, and which Airport Rules and Regulations shall be made available by Licensee to its TNC Drivers.
- i) Licensee has demonstrated to the satisfaction of the Airport Director that Licensee has incorporated into the programming of the TNC Mobile App the capability to track and monitor TNC Vehicles moving into, within, and from the Geo-Fence Area, the Designated TNC Airport Assignment Area, and the Designated TNC Staging Areas, and is capable of tracking and recording Trips for the purpose of Trip Fee collection.
- j) Licensee has demonstrated to the satisfaction of the Airport Director that Licensee has incorporated into the programming of the TNC Mobile App a function that solely allows Airport passenger assignments requested from the Geo-Fence Area to be received by TNC Drivers within the Designated TNC Airport Assignment Area and the Designated TNC Staging Areas. The Airport Director may approve a supplement or substitute of this requirement with technology or processes proven to be more efficient or effective.
- k) Licensee has demonstrated to the satisfaction of the Airport Director that prior to engaging in operation at the Airport, Licensee has worked with assigned City staff or City's designee to develop, at Licensee's sole expense, a TNC Vehicle activity data collection protocol based on the Geo-Fence Area, Designated TNC Airport Assignment Area, and Designated TNC Staging Areas, in a form acceptable to City, and pursuant to Section 6.3 of Article 1.

Section 3. Compliance with Law. Licensee and its TNC Drivers, TNC Vehicles, employees, agents and representatives must continuously be in compliance with all laws including but not limited to the California Public Utilities Code, the California Vehicle Code, the Long Beach Municipal Code and any others that are applicable. Airport Rules and Regulations, when legally permissible, shall take precedence over any other existing code, rule or regulations.

Section 4. Licensee Rights.

4.1. Permitted Uses and Activities.

4.1.1. Transportation. Licensee may authorize its TNC Drivers in an approved TNC Vehicle to use Airport property within the Geo-Fence Area, the Designated TNC Airport Assignment Area, and Designated TNC Staging Areas to allow TNC Drivers in their approved TNC Vehicle to transport Airport customers, employees, and

passengers with their personal baggage in accordance with Licensee's rights and duties under this License. Licensee's right to use Airport property, the Geo-Fence Area, the Designated TNC Airport Assignment Area, and Designated TNC Staging Areas, for transportation shall be on a non-exclusive basis and Licensee acknowledges Airport Director's right to allow others to operate and perform similar and competing activities as those performed by Licensee, as authorized herein.

4.1.2. Use of Airport. When TNC Drivers are using the TNC Mobile App, Licensee shall allow such TNC Drivers to use Airport property only in connection with transportation services permitted by this License and do so only to pick-up or drop-off of passengers at the Airport's terminal area, except when (i) directed to use other Airport locations in emergency circumstances by law enforcement or Airport authorities, (ii) authorized by the Airport Director in his or her sole discretion by prior written notice to Licensee to use other areas, which authorization may be limited to certain times of day, days of the week, or months among other restrictions, or (iii) in circumstances when a passenger seeking a TNC Vehicle assignment has indicated he or she is disabled and has a wheelchair or other mobility device in which circumstance a TNC Driver is permitted to pick-up the requesting passenger at the ADA "Access" pick-up location, if different from the normal terminal area pick up location.

4.1.3. Right of Ingress and Egress. City hereby grants the non-exclusive right of ingress to and egress from Airport property, the Geo-Fence Area, the Designated TNC Airport Assignment Area, and Designated TNC Staging Areas, to Licensee, TNC Drivers, passengers, and furnishers of service, subject to the provisions herein and Airport, City, State, and Federal operating rules and regulations provided that such ingress and egress activity: (i) shall not impede or interfere with the operation of the Airport by City or the use of the Airport by its tenants, passengers or employees; (ii) shall be subject to Airport Rules and Regulations, including those pertaining to badge, permitting and other security requirements, and the requirements of this License; (iii) shall be on roadways designated by the Airport Director from time to time; and (iv) may be suspended or revoked by Airport Director in the event of an emergency or threat to the Airport.

4.2. Prohibited Uses and Activities

4.2.1. No Package Service. This License excludes any right or privilege of Licensee or its TNC Drivers to operate a package or luggage express service at the Airport by either picking up or delivering packages or luggage at the Airport terminal except as directly related to and associated with the authorized transportation of passengers by this License.

4.2.2. Advertising and Promotions Prohibited. Licensee and its TNC Drivers shall not, at any time, under any circumstances, install, place, or maintain any type of advertising or signs, on Airport property. Without limiting the generality of the preceding sentence, this prohibition includes, but is not limited to: (i) posting any rates or

transportation fares on the exterior of a TNC Vehicle; (ii) any advertising on the TNC Vehicle; and (iii) wrapping or other method of using the exterior, interior, or windows of a TNC Vehicle to advertise or promote goods or services. Excluded from this prohibition is Licensee's Trade Dress.

4.2.3. No Operation Without CPUC Authority. Licensee shall not authorize the operation of any TNC Vehicle without CPUC certification or at any time during which Licensee's CPUC authority is suspended or revoked.

4.2.4. Airport Passenger Assignments. Licensee shall develop and operate its TNC Mobile App so that Airport passenger assignments requested from the Geo-Fence Area may only be received by TNC Drivers within the Designated TNC Airport Assignment Area and the Designated TNC Staging Areas. The Airport Director may approve a supplement or substitute of this requirement with technology or processes proven to be more efficient or effective. In no circumstance shall the TNC Mobile App allow an Airport passenger assignment requested from the Geo-Fence Area to be received by a TNC Driver in the Geo-Fence Area.

Section 5. TNC Trade Dress and Airport Vehicle Permit.

5.1. Licensee shall provide City with a photograph of Licensee's Trade Dress filed with the CPUC.

5.2. Licensee shall provide a photograph and description of the Designated Trade Dress Location on TNC Vehicles, which location must be approved by the Airport Director prior to commencement of operation at the Airport under this License.

5.3. While operating within the Geo-Fence Area under this License, whether or not carrying a passenger, every TNC Vehicle shall display Licensee's Trade Dress in the Designated Trade Dress Location.

5.4. Trade Dress on TNC Vehicles must be visible and distinguishable within fifty (50) feet by any and all law enforcement and City personnel.

Section 6. Geo-Fence Area, Designated TNC Airport Assignment Area, and Designated TNC Staging Areas.

6.1. Geo-Fence Area. Licensee agrees TNC Drivers and TNC Vehicles shall be bound by the restricted area for drop-off and pick-up of Airport passengers within the Geo-Fence as established by City from time-to-time. TNC Vehicles may only enter the Geo-Fence Area if carrying an Airport-bound passenger or if a ride request has been accepted from a passenger requesting a TNC Vehicle within the Geo-Fence Area. When a TNC Driver accepts an assignment while in the Designated TNC Airport Assignment Area or Designated TNC Staging Areas, on

behalf of a TNC other than Licensee, the TNC Driver shall promptly apply the appropriate Trade Dress associated with the assignment.

6.2. Use of Designated TNC Staging Areas. City reserves the right to charge a fee for use of the Designated TNC Staging Areas in amounts determined by the Airport Director. The fee will be used to cover the costs of the Designated TNC Staging Areas. Use of the Designated TNC Staging Areas shall be limited to thirty (30) minutes or posted time limits, whichever period is shorter, or such time limit established by the Airport Director, in his or her sole discretion, and provided in writing in advance to Licensee.

6.3. Compliance. Licensee and any and all of its TNC Drivers, employees, and/or agents shall comply with the rules regarding entrance, exit and activity within the Geo-Fence Area, Designated TNC Staging Areas, and Designated TNC Airport Assignment Area at all times.

6.4. Changes to Airport. Licensee acknowledges and agrees that:

- a) City shall have the right at all times to change, alter, expand, and contract the Airport, including the terminal, roadway, designated pick-up/ drop-off locations, Geo-Fence Area, Designated TNC Airport Assignment Area, and Designated TNC Staging Areas; and
- b) City has made no representations, warranties, or covenants to Licensee regarding Airport design, construction, or the conditions for passenger or automobile traffic. Without limiting the generality of the preceding clauses of the paragraph, Licensee acknowledges and agrees that the Airport (i) may from time to time hereafter undergo, renovation, construction, and other Airport modifications; and (ii) may from time to time adopt rules and regulations relating to security and other operational concerns that may affect Licensee's business.

6.5. "As-Is" Condition. Licensee accepts the areas designated for its operation, by the Airport Director, in their present condition and "as-is", without representation or warranty of any kind, and subject to all applicable laws. City shall have no obligation to alter, renovate, or otherwise change the areas designated for Licensees operation. City shall have no obligation to provide utility services to the areas designated for Licensee operation.

Section 7. Third-Party Tracking Program.

City has, or will provide via a third-party company, a comprehensive system for tracking and reporting on TNC activity conducted on Airport Premises. The Airport Director reserves the right to alter the tracking program and/or to direct modification of the TNC's tracking process, including, but not limited to, required data elements of TNC Vehicles at any time for any Airport property within thirty (3) days written notice or otherwise in a reasonable amount of time as determined by the Airport. Prior to engaging in operations at the Airport and at the TNC's sole expense, TNC shall work with assigned Airport Staff

and/or the third party company that the Airport has designated to develop and implement a vehicle tracking protocol to the satisfaction of the Airport. TNC Vehicle tracking shall be established as follows:

- i. All TNC Vehicles shall be identified electronically for each TNC trip by a unique number associated with the driver and the TNC Vehicle license plate number.
- ii. The unique number shall be linked by the TNC to the TNC Driver in a manner that allows the Airport to audit TNC's compliance with the Permit terms and the operating requirements; and to pursue enforcement action in the case of an incident that occurs on Airport Premises.
- iii. The Airport shall periodically audit TNC's records with respect to its operations at the Airport in accordance with Section 15.2 Records Retention, Right to Inspect.
- iv. A minimum of two (2) business days' prior written notice shall be provided to the Airport, noting any system update or change, as it relates to the vehicle tracking system. TNC shall provide the planned date and time of the update or change, along with "release notes," detailing the anticipated modifications.

Section 8. TNC Driver Training.

8.1. Training. Licensee has informed its TNC Drivers of the provisions of this License and the Airport Rules and Regulations prior to any initial service at the Airport.

8.2. Notice to Drivers. Licensee shall promptly notify TNC Drivers of any and all current and changed License conditions and/or Airport Rules and Regulations and shall promptly notify City, in writing, that it has done so.

Section 9. TNC Driver and TNC Vehicle Requirements. TNC Drivers and TNC Vehicles must continuously be in compliance with all laws including but not limited to California Public Utilities Code, the CPUC rules and regulations governing TNCs, as well as Airport's Rules and Regulations, including but not limited to the following:

- a) TNC Driver shall have a valid California Driver's License.
- b) TNC Driver shall have valid automobile insurance meeting the minimum requirements for the State and City.
- c) TNC Driver has been subject to a national and DMV record check and criminal history check by Licensee, in compliance with the CPUC Decision and/or amendments thereto, and any subsequent laws.
- d) TNC Vehicle shall only be street-legal coupes, sedans, vans, mini vans Sports Utility Vehicles (SUVs) and pick-up trucks. TNC Vehicle shall not be significantly modified from original factory specifications.

- e) TNC Vehicle shall have been subject to and has completed the 19-point inspection by Licensee, as described in the CPUC Decision, and any subsequent laws.

Section 10. Airport Rules and Regulations.

10.1. Licensee agrees to comply with and ensure the compliance of its employees, agents, independent contractors, TNC Drivers and TNC Vehicles with the Airport Rules and Regulations, which is incorporated herein by this reference. Licensee's TNC Drivers and TNC Vehicles are considered commercial vehicle operators, pursuant to Airport Rules and Regulations, thus these Airport Rules and Regulations govern Licensee's operations at Airport. Licensee will notify TNC Drivers of the Airport and Airport Rules and Regulations to ensure compliance with Airport Rules and Regulations and this License.

10.2. In addition to the Airport Rules and Regulations, the following shall apply to Licensee and Licensee's TNC Drivers:

- a) Mobile App Assignments Only. TNC Drivers shall only accept rides booked through the TNC's Mobile App and shall not solicit or accept street hails anywhere in the Geo-Fence Area.
- b) No Disabling of TNC Mobile App. TNC Drivers shall not turn off or disable the TNC Mobile App when a TNC Vehicle crosses the Geo-Fence or is within the Geo-Fence Area.
- c) Unauthorized Driver. TNC Vehicle shall not operate in the Geo-Fence Area by an unauthorized driver.
- d) Unauthorized Vehicle. TNC Driver shall not transport in an unauthorized vehicle.
- e) Pick-Up and Drop-Off. TNC Drivers shall not park or stop any vehicle anywhere on any roadway or curb unless actively engaged in picking-up or dropping-off passengers.
- f) Expeditious Departure. TNC Vehicles shall proceed immediately to exit the Geo-Fence Area after discharging or picking up a passenger fare.
- g) No Unattended Vehicle. TNC Driver shall not park or leave a TNC Vehicle unattended at a curb. If TNC Driver must park or leave their TNC Vehicle, they shall park in a public parking facility.
- h) No Loitering On or Near Airport. No TNC Vehicle shall stage, wait or park in any other areas of the Airport other than the Designated TNC Airport Assignment Area and Designated TNC Staging Areas.

- i) Display Trade Dress. TNC Vehicle shall display Licensee's Trade Dress in the Designated Trade Dress Location at all times while in the Geo-Fence Area. Trade Dress on TNC Vehicles must be visible and distinguishable within fifty (50) feet by any and all law enforcement and Airport personnel.

- j) Waybill. In lieu of a physical waybill, every passenger pickup or drop-off shall be documented electronically before crossing the Geo-Fence to commence the provision of ride services for which the TNC Driver was contacted. The TNC Mobile App must generate the electronic equivalent of a waybill, as set forth in the Airport Rules and Regulations, which include the following requirements:
 - a) The name of the party(ies) to be transported
 - b) Time of booking
 - c) Airport pick-up location

TNC Drivers shall, upon request, present the electronic equivalent of a waybill to any Airport, City of Long Beach, State, or Federal official for inspection.

- k) No Amplified Sound Devices. TNC Drivers shall not use sound amplifying or public address equipment at Airport unless such use and equipment are approved in writing by the Airport Director or his or her authorized designee.

- l) Unsafe Vehicle. TNC Vehicle interior and exterior shall be maintained in a safe, clean and sanitary condition.

- m) No Littering. TNC Driver shall not litter within the Geo-Fence Area, Designated TNC Airport Assignment Area, and Designated TNC Staging Areas.

- n) Right of Examination. TNC Driver shall allow any law enforcement officer, Airport official or designee thereof to examine their waybills, and any other written evidence of authorizations to operate.

- o) Lawful Orders. TNC Drivers shall obey the lawful orders and directions of all Airport law enforcement personnel, any State or local peace officers, all Airport officials, and all agents appointed by Airport Director who display proper identification.

- p) No Soliciting. TNC Drivers, employees, agents and/or representatives of Licensee shall not solicit within the Geo-Fence Area and/or Designated TNC Staging Areas for any reason.

- q) No Alcohol, Drugs, Narcotics. TNC Drivers shall not use or possess any alcoholic beverage, or illegal drugs or narcotic while in the Geo-Fence Area, Designated TNC Airport Assignment Area and/or Designated TNC Staging Areas.

- r) Unsafe Operations. TNC Drivers shall not operate a TNC Vehicle in an unsafe condition or manner.
- s) Obey Signage. TNC Drivers shall comply with all posted signage, including but not limited to posted speed limits and traffic control signs.
- t) Driver Courtesy. TNC Drivers shall be courteous to members of the public, other drivers, all Airport law enforcement personnel, State and local peace officers, all Airport officials and all agents appointed by the Airport Director.
- u) No Criminal Activity. TNC Drivers shall not engage in any criminal activity.

10.2. Violations. Violations by Licensee, its officers, employees, agents, TNC Drivers or TNC Vehicles of Airport Rules and Regulations, and applicable Federal, State or local vehicle code sections are subject to the imposition by City of oral or written warnings, citations, or penalty point accumulation on the TNC Driver's personal driving record, fines, misdemeanors and/or revocation of this License.

10.3. Cancellation of TNC Driver Access to Airport. Licensee will notify City and the TNC Driver and cancel the rights of the TNC Driver and TNC Vehicle to operate at the Airport if found to violate the CPUC, DMV, City and/or Airport Rules and Regulations and/or other City, State, and Federal rules and regulations more than once during the Term. If City notifies Licensee that Licensee's TNC Driver was operating in violation of the CPUC, DMV, City and/or Airport Rules and Regulations and/or other City, State, and Federal rules and regulations, then Licensee shall cancel the TNC Driver's and corresponding TNC Vehicle's right to operate at the Airport, within forty-eight (48) hours from City's issuance of a notice to Licensee of such violation.

Section 11. Drivers with Dual Authority.

TNC Drivers with TNC Vehicles operating under TNC authority who also operate under a separate CPUC license or permit and a separate License Agreement, must abide by the terms pursuant to the non-TNC agreements, including but not limited to payment of fees, Airport access, Airport Rules and Regulations and license requirements by the CPUC, DMV, and City.

Section 12. Fees.

12.1. Trip Fees. Except as hereinafter provided, Licensee shall pay to City the following Trip fee ("**Trip Fee**") for the license rights granted herein for services rendered at Airport. The Trip Fee shall be Three Dollars (\$3.00) per pick-up and Three Dollars (\$3.00) per drop-off or such fee as otherwise approved by the City Council from time-to-time.

12.2. Other Fees. Licensee shall also pay all other charges and/or fees occasioned by its operations or activities, or the operations or activities of its TNC Drivers on or about Airport.

12.4. Monthly Payment of Fees. All Trip Fees and any and all other fees payable hereunder shall be paid monthly by Licensee on behalf of its TNC Drivers, employees, and/or agents to the City of Long Beach, Long Beach Airport, unless and until City designates some other party or place to receive Trip Fees and other fees. The monthly payments are due in full by the twentieth (20th) day of each month for the prior month's operations and payments shall be made to City of Long Beach, Long Beach Airport and remitted via check or wired to:

Long Beach Airport
Finance & Administration
4100 Donald Douglas Drive
Long Beach, CA 90808

Section 13. Default and Termination.

13.1. In the event Licensee fails to abide by any of the terms, covenants and conditions of this License, including but not limited to any default in the payment by Licensee of the Trip Fees or any other fees, City may immediately terminate this License. City's election to terminate shall not be construed as a waiver of any claim City may have against Licensee consistent with such termination.

13.2. City's right to terminate this License shall be in addition to and not in lieu of any and all other rights hereunder, in the Airport Rules and Regulation, or at law or in equity. City shall have no obligation to Licensee to impose fines on or otherwise take action against any other Licensee or tenant at the Airport.

Section 14. Performance Penalty for Delinquent Payment.

14.1. The monthly aggregate Trip Fee payment shall be delinquent if not received by City within ten (10) days following the due date.

14.2. In no event shall License be renewed unless and until all fees owing to the Airport, by Licensee and its TNC Drivers, have been paid in full.

Section 15. Payment and Reporting Requirements.

15.1. Payment Procedures.

15.1.1. Submission of Monthly Reports. Licensee shall furnish to City on or before the twentieth (20) day of each month, without demand or invoice, an accurate report (the "Monthly Reports") of Licensee's operations at Airport during the preceding month. The Monthly Report shall be in an electronic format acceptable to City and shall at a minimum include for each date of operations and for each Trip the following: (i) the last four digits of the license plate number of the TNC Vehicle and (ii) the date, time, and location of passenger drop-offs and pick-ups in the Geo-Fence Area.

15.1.2. Payment. Licensee shall calculate the Trip Fees due to City using the Trip Fee rate in effect at the time of payment. Licensee shall submit to City all Trip Fees due to City with its Monthly Reports, for the prior month's operations based on the prior month's Monthly Reports. Such amounts due to City shall be payable by the twentieth (20) day of each month for the prior month's operations.

15.2. Records Retention, Right to Inspect.

15.2.1. Licensee shall at all times during the Term maintain and keep permanent books, ledgers, journals and other records wherein are kept entries accurately reflecting all revenue derived from operations and Trip activity to or from Airport. In addition, Licensee shall keep and maintain a daily record of all Trips and fares collected from each Trip both to and from Airport with supporting verifiable documents showing the TNC Vehicle license plate number, and actual arrival and departure Trip times. The books, ledgers, journals, spread sheets, database and other records required to be maintained and preserved pursuant to this License may be maintained and preserved on electronic storage media, and may be produced electronically in response to any audit or inspection conducted pursuant to this License.

15.2.2. No more than twice per year during normal business hours and upon reasonable advance notice, City, or its duly authorized representatives, shall have the right of access to and the right to examine and audit all records of Licensee pertaining to the calculation and payment of Trip Fees under this License (the "**Audit**").

15.2.3. It is agreed that examinations of the electronic data, books, ledgers, journals and accounts of Licensee will be conducted in accordance with generally accepted auditing standards applicable in such circumstances and as such, said examinations do not require a detailed audit of all transactions. Any such examination may not be conducted by a third party, except for a certified public accountant that is not working on a contingent fee basis. Records Licensee deems confidential and or trade secret shall also be subject to examination. Any records disclosed to the Airport pursuant to this License shall not be subject to disclosure to a third party, including through a request submitted pursuant to the California Public Records Act or the Federal Freedom of Information Act unless otherwise required by local, State, and or Federal law. Testing and sampling methods may be used by City to verify reports submitted by Licensee. Deficiencies ascertained by the use of such testing and sampling methods, by applying the percentage of error obtained from such testing and sampling to the entire period of reporting under examination will be binding upon Licensee and to that end shall be admissible in court to prove any amounts due City from Licensee. In the event there is any net deficiency in the amount of ten percent (10%) or greater of the compensation payable to City hereunder, Licensee agrees to pay City for the cost of the Audit as well as any other deficiencies, payments and liquidated damages due under this or any other provision of this License.

Section 16. City's Agent. City may at its sole discretion use a third-party agent ("Agent") to collect streaming operations data from Licensee as described within this License, and to perform additional functions on City's behalf, including, but not limited to, the collection of Trip Fees from Licensee, and the preparation of reports for City staff necessary for the ongoing operations, accounting, and enforcement of this License.

Section 17. Representative of Licensee. Licensee shall provide Airport with name, address, telephone and email address for at least one (1) qualified representative authorized to represent and act for it in matters pertaining to its operation, and shall keep Airport Director informed in writing of the identity of each such person.

ARTICLE 2. STANDARD TERMS AND PROVISIONS

Section 1. Limitations on Use of Airport.

1.1. Licensee shall not use Airport, nor any portion thereof, for any purpose other than that hereinabove set forth above, without first having had and obtained the written consent of the Airport Director, which consent may be withheld in the Airport Director's sole discretion.

1.2. There is hereby reserved to City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of Airport. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operating on Airport. Licensee agrees not to make any claim or institute legal action against City under any theory of recovery for any interference with Licensee's use and enjoyment of Airport which may result from noise emanating from the operation of aircraft to, from, or upon Airport.

1.3. Licensee, by accepting this License, agrees for itself and its successors and assigns that it will not make use of Airport in any manner which would interfere with the landing and taking off of aircraft from Airport or otherwise constitute a hazard to such operations. In the event the aforesaid covenant is breached, City reserves the right to take all action it deems necessary to cause the abatement of such interference at the expense of Licensee.

1.4. Licensee shall conduct its operations on Airport in such manner as to reduce as much as is reasonably practicable, considering the nature and extent of said operations, any and all activities which interfere unreasonably with the use of other premises at Airport, including, but not limited to, the emanation from Airport of noise, vibration, movements of air, fumes, and odors.

Section 2. Insurance.

2.1 Licensee and City recognize that individual TNC Drivers' underlying auto insurance may vary based on times of "personal use," ownership status, and other underwriting variables. In recognition of this, Licensee warrants that it requires TNC Drivers to maintain underlying personal

auto policies (“**PAP**”) or other policies equivalent in coverage scope to ISO PAP with limits equal to or exceeding California financial responsibility requirements.

2.2 The TNC Drivers’ PAP may or may not include medical payments, UM/UIM coverage for the TNC Driver or passenger(s) or physical damage coverage. Licensee further warrants that, in the event its TNC Drivers’s PAP lapses or does not provide the required coverages for any reason, Licensee’s insurance shall apply and provide the required coverage as set forth in Section 2.9 of Article 2.

2.3 Licensee agrees that it shall not operate on Airport property at any time the required insurance is not in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the interim, an official binder being in the possession of Airport Director. In no case shall assurances by Licensee, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. Airport Director will only accept valid certificates of insurance and endorsements, or in the interim and in no event a period longer than ninety days, an insurance binder as adequate evidence of insurance.

2.4 Licensee also agrees that upon cancellation, termination, or expiration of Licensee’s insurance, City may take whatever steps are necessary to interrupt any operation from or on the Airport property until such time as the Airport Director reinstates this License.

2.5 If Licensee fails to provide Airport Director with a valid certificate of insurance and endorsements, or binder at any time during the Term, City and Licensee agree that this shall constitute a material breach of this License. Upon City’s notice of this alleged breach, Licensee shall have ten (10) days to cure the alleged breach (“**Cure Period**”). Following expiration of the Cure Period, City may take whatever steps necessary to interrupt any operation from or on the Airport property, and to prevent any persons, including, but not limited to, members of the general public, and Licensee employees and agents, from entering the Airport property until such time as Airport Director is provided with adequate evidence of insurance required herein. Licensee further agrees to hold City harmless for any damages resulting from such interruption of business and possession, including, but not limited to, damages resulting from any loss of income or business resulting from City’s action.

2.6 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. If no SIRs apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. A self-insured retention (SIR) or deductible in excess of \$5,000 for Commercial Automobile liability shall specifically be approved by City’s Risk Manager.

2.7 If Licensee fails to maintain insurance as provided herein for the full Term, City may terminate this License.

2.8 Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best’s Rating) and VIII (Financial Size Category as determined by the most

current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be admitted to do business in the State.

If the insurance carrier does not have an A.M. Best rating of A-:VIII or higher, the City's Risk Manager retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by Licensee shall be Primary Commercial Liability insurance coverage, shall apply on an Umbrella basis over TNC Driver's insurance or lack of insurance, and provide the minimum limits and coverage as required by California law and CPUC Regulation currently in effect, but shall not fall below the coverage and limits outlined below. Insurance coverage and limits shall be in place prior to operation on Airport property and subject to airport review for verification.

2.9 Coverage Minimum Limits

CPUC defines TNC services as having three periods:

- Period One: TNC Mobile App open – waiting for a match
- Period Two: Match accepted – but passenger not yet picked up (i.e., driver is on his/her way to pick up the passenger)
- Period Three: Passenger in the vehicle and until the passenger safely exits the vehicle.

Period One Limits: \$50,000 death/bodily injury per person.
 \$100,000 death/bodily injury per incident.
 \$30,000 property damage.
 \$200,000 excess liability per occurrence.

Period Two and Three Limits: \$1,000,000 death/bodily injury/prop damage.
 \$1,000,000 uninsured/underinsured motorist.

Workers Compensation/Employers Liability Statutory/\$1,000,000 per occurrence

2.10 Required Coverage Forms. The Business Auto Liability coverage shall be written on ISO form CA 00 01 06 92 or an equivalent form providing liability coverage as broad and including Symbol 1 ("any auto").

2.11 Required Endorsements. An Additional Insured via blanket endorsement using ISO form CA 2048 or a form equivalent providing the City of Long Beach, its elected and appointed officials, departments, officers, employees, and agents as Additional Insureds.

2.12 All insurance policies required by this License shall waive all rights of subrogation via blanket endorsement against the City of Long Beach, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

2.13 Licensee shall notify City in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to City. Failure to provide written notice of cancellation may constitute a material breach of this License, upon which City may suspend or terminate this License.

2.14 Insurance certificates should be forwarded to City or to an address provided by Airport Director. Licensee has ten (10) business days to provide adequate evidence of insurance or this License may be cancelled.

2.15 City expressly retains the right to require Licensee to increase or decrease insurance of any of the above insurance types throughout the Term and no more than once annually and as authorized by law. Any increase or decrease in insurance will be as deemed by City of Long Beach Risk Manager as appropriate to adequately protect City.

2.16 City shall notify Licensee in writing of changes in the insurance requirements. If Licensee does not deposit copies of acceptable certificates of insurance and endorsements with City incorporating such changes within thirty (30) days of receipt of such notice, this License may be in breach without further notice to Licensee, and City shall be entitled to all legal remedies.

2.17 The procuring of such required policy or policies of insurance shall not be construed to limit Licensee's liability hereunder or to fulfill the indemnification provisions and requirements of this License, nor in any way to reduce the policy coverage and limits available from the insurer.

Section 3. City Held Harmless.

3.1 In addition to the requirements of Section 2 of Article 2, Licensee shall, to the fullest extent permitted by law, defend, indemnify and hold harmless City and any and all of its boards, commissioners, officers, directors, agents, employees, assigns and successors in interest (collectively "**City Defendants**") from and against any and all allegations, suits, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to, attorney's fees and costs of litigation) (collectively "**Claims**"), prosecuted by anyone (including Licensee and/or Licensee's agents, former and current employees, or competitors) by reason of, arising out of, related to, connected with or pertaining to (1) injury to, or death of, any person(s) (including Licensee and/or Licensee's agents or employees), or (2) damage to, or destruction of, any property (including property of Licensee and/or Licensee's agents or employees), or (3) Licensee's (and/or its employees' or agents') and/or TNC Driver's (and/or its employees' or agents') performance under this License, or (4) City's selection of Licensee over its competitors as the awardee of this License; whether or not contributed to by any act or omission of City, or of any of City's Boards, officers, agents or employees.

3.2 In Licensee's defense of City, including but not limited to the negotiation, compromise, and settlement of any action, City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals therefrom.

3.3 Survival of Indemnities. The provisions under this Section 3 of Article 2 shall survive the termination of this License. Rights and remedies available to City hereinabove shall survive the termination of this License. Further, the rights and remedies are cumulative of those provided for elsewhere in this License and those allowed under the laws of the United States, the State of California, and the City of Long Beach.

Section 4. Restrictions and Regulations.

4.1 Licensee agrees to abide by any and all: (i) applicable rules, regulations, orders and restrictions, as revised pursuant to this License with respect to the operations of Airport; (ii) orders, directives or conditions issued, given or imposed by Airport Director with respect to the use of roadways, driveways, curbs, sidewalks and parking areas in and about said Airport; (iii) applicable laws, ordinances, statutes, rules, regulations or orders of any governmental authority, Federal, State or municipal, lawfully exercising jurisdiction over Airport or Licensee's occupation or use of Airport; and (iv) applicable rules and regulations of City related to commercial passenger vehicles operating at Airport.

4.2 Nothing herein contained shall be deemed to impair Licensee's right to contest any such rules, regulations, orders, restrictions, directives or conditions or the reasonableness thereof. City shall not be liable to Licensee for any damage to, or for any diminution or deprivation of, Licensee's rights hereunder on account of the exercise of any such authority, or as may arise from Airport development or operation during the Term.

4.3 Subject to this section, Licensee, its employees, agents and representatives shall not in any manner pay, extend or give any type of consideration, compensation, gratuity or reward to any Airport skycap, porter, starter, ticket or information booth person at Airport, or other curbside or terminal personnel at Airport.

4.4 Nothing in this License shall be construed as authorizing Licensee to place starters, skycaps, porters, booth personnel, agents, or other personnel on the curbs or sidewalks or in the terminal at Airport without first having obtained the written consent of Airport Director.

4.5 Licensee shall be solely responsible for any and all civil and/or criminal penalties assessed as a result of its failure to comply with any of these rules, regulations, restrictions, ordinances, statutes, laws, orders, directives and/or conditions.

Section 5. Assignments and Encumbrances.

5.1 Licensee shall not, in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this License, or any portion thereof or any interest therein,

nor shall Licensee license or otherwise authorize the use of, in whole or in part, the rights granted by this License, without the prior written consent of the Airport Director. Any attempts to assign, transfer or encumber this License, or any licensing or authorizing the use of, in whole or in part, the rights granted by this License, shall be void and shall confer no right, title or interest in or to this License, upon any such assignee, transferee, or encumbrancer. Consent to one assignment, transfer, or encumbrance shall not be deemed to be a consent to any subsequent assignment, transfer or encumbrance. This License shall not, nor shall any interest therein, be assignable as to the interest of Licensee by operation of law without the prior written consent of the Airport Director.

5.2 When proper consent has been given by the Airport Director, the provisions of this License shall be binding upon, and shall inure to the benefit of, the heir(s), successor(s), executor(s), administrator(s) and assign(s) of the parties hereto.

5.3 The sale or other transfer of a controlling percentage of the capital stock or membership interests of Licensee, 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 Licensee relating to the TNC application shall not be subject to the restrictions in Sections 5.1 and 5.2 of Article 2. 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 Licensee’s capital stock or interests issued, outstanding and entitled to vote for the election of directors.

Section 6. Nondiscrimination and Equal Employment Practices/Affirmative Action Program.

6.1. Federal Non-Discrimination Provisions.

6.1.1. Licensee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on Airport property, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

6.1.2. Licensee does hereby covenant 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, (3) that Licensee shall use Airport in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

6.1.3. Licensee assures that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates Licensee or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

6.1.4. Licensee shall furnish its services on a reasonable and not unjustly discriminatory basis to all users, and charge reasonable and not unjustly discriminatory prices for each unit or service, provided that Licensee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

Section 7. Taxes, Fees and Licenses.

7.1 Licensee shall pay all taxes of whatever character that may be lawfully levied or charged upon Licensee's operations at Airport.

7.2 Licensee shall also pay for, and cause to be maintained in full force and effect during the Term, all licenses or permits necessary or required by law or regulation for the conduct and operation of Licensee's business authorized herein, or for use of Airport. Such licenses and permits shall cover not only Licensee, but also all TNC Drivers and TNC Vehicles.

7.3 If a claim is made against City for any of the above charges, City shall notify Licensee in writing and Licensee shall promptly pay said charges; provided, however, that failure by City to give such notice shall not constitute a waiver of Licensee's obligation to pay such taxes, license and/or permit fees.

7.4 The obligations of Licensee under this section, however, shall not prevent Licensee from contesting the validity and/or applicability of any of the above charges and, during the period of any such lawful contest, Licensee may refrain from making, or direct the withholding of, any such payment without being in breach of the above provisions. Upon a final determination in which Licensee is held responsible for such taxes and/or fees, Licensee shall promptly pay the required amount, plus all legally imposed interest, penalties and surcharges. If all or any part of such taxes and/or fees, penalties, or surcharges are refunded to City, City shall remit to Licensee such sums to which Licensee is legally entitled.

Section 8. Disabled Access.

8.1 Licensee shall be solely responsible for fully complying with any and all applicable present and/future rules, regulations, restrictions, ordinances, statutes, laws, and/or orders of any Federal, State, and/or local governmental entity and/or court regarding disabilities and disabled access, including any services, programs, improvements or activities provided by Licensee. Licensee shall be solely responsible for any and all damages caused by, and/or penalties levied as the result of, Licensee's noncompliance. Further, Licensee agrees to cooperate fully with City in its efforts to comply with the Title II of the Americans with Disabilities Act of 1990, as amended by the final rule published on September 15, 2010, and any amendments thereto, or successor statutes. Licensee shall comply with 49 CFR 37. Special attention shall be given to: 49 CFR §37.5, §37.105; §37.161; §37.165; §37.167; § 37.171; §37.173; §37.207. In addition to Federal requirements, Licensee shall also be required to comply with Title III of the Americans with Disabilities Act, as amended and any amendments thereto, or successor statutes, and disabilities laws of the State. Among these, though not all inclusive are the Unruh Civil Rights Act, Civil Code §54; Civil Code § 54.1; Civil Code §51.5; and Government Code § 12948.

Licensee shall ensure a disabilities training course complying with 49 CFR 37.173, is implemented for drivers serving Airport(s). Licensee shall ensure that TNC Drivers taking the course complying with 49 CFR 37.173, are proficient in their understanding of disability etiquette and regulations pertaining to service animals, transportation of wheelchairs, and other assistive processes used by persons with disabilities. Licensee shall make available to City's Office of the Coordinator for Disability Services, a copy of the training material used to comply with 49 CFR 37.173.

Licensee shall keep records of all trips made by drivers to and from the Airport.

8.2 Should Licensee fail to comply with Section 8.1 of Article 2, then City shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Licensee will then be required to reimburse City for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

Section 9. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition. The subsequent acceptance of compensation hereunder by City shall not be deemed to be a waiver of any preceding breach by Licensee of any term, covenant, or condition of this License other than the failure of Licensee to pay the particular compensation so accepted, regardless of City's knowledge of such preceding breach at the time of acceptance of such compensation.

Section 10. City's Right to Contract With Others Regarding License Rights. The rights granted hereunder by this License are not exclusive in nature, and City specifically reserves the right to enter into similar additional license agreements at Airport, at any time.

Section 11. Business Tax Registration. Licensee represents that it has registered its business with the City of Long Beach; and has notified its TNC Drivers of such requirement for independent contractors in the City of Long Beach; and Licensee has obtained and presently holds from that office a Business License. Licensee shall maintain, or obtain as necessary, all such certificates required of it under said ordinance and shall not allow any such certificate to be revoked or suspended during the Term.

Section 12. Default and Right of Termination.

12.1 In the event Licensee fails to abide by any of the terms, covenants and conditions of this License, including but not limited to any default in the payment by Licensee of the Trip Fees or any other fees, City may immediately terminate this License. City's election to terminate shall not be construed as a waiver of any claim City may have against Licensee consistent with such termination.

12.2 In case of the bankruptcy of Licensee, or the appointment of a receiver for Licensee, or if a receiver is appointed to take possession of Licensee's business operations as a result of any act or omission of Licensee, or if Licensee makes an assignment of this License for the benefit of creditors, City, at its election, may, without notice, terminate this License.

12.3 A material default or breach of the terms of any other license, permit, lease, or contract held by Licensee with City shall constitute a material breach of the terms of this License and shall give City the right to terminate this License for cause.

Section 13. Attorney's Fees. If City shall, without any fault, be made a party to any litigation commenced by or against Licensee arising out of Lessee's use or occupancy of the Airport, then Licensee shall pay all costs, expenses, and reasonable attorney's fees incurred by or imposed upon City in connection with such litigation. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

Section 14. Miscellaneous Provisions.

14.1. **Fair Meaning.** The language of this License shall be construed according to its fair meaning, and not strictly for or against either City or Licensee.

14.2. **Section Headings.** The section headings appearing herein are for the convenience of City and Licensee, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this License.

14.3. **Void Provisions.** If any provision of this License is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this License, and all such other provisions shall remain in full force and effect.

14.4. **Two Constructions.** It is the intention of the parties hereto that if any provision of this License is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

14.5. **Laws of California.** This License shall be construed and enforced in accordance with the laws of the State of California and venue shall lie at Airport.

14.6. **Gender.** The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.

14.7. **Exclusivity.** It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. 40103(e).

14.8. **Rights of United States Government.** This License shall be subordinate to the provisions and requirements of any existing or future agreement between City and the United States relative to the development, operation, or maintenance of Airport.

14.9. **War or National Emergency.** This License and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of Airport or the exclusive or nonexclusive use of Airport by the United States during the time of war or national emergency.

14.10. **Time.** Time shall be of the essence in complying with the terms, conditions, and provisions of this License.

14.11. **Integration Clause.** It is understood that no alteration or variation of the terms of this License shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement, not incorporated herein in writing, shall be binding on any of the parties hereto.

14.12. **Approvals.** Any approvals required by City under this License shall be approvals of City acting as Licensor and shall not relate to, constitute a waiver of, supersede or otherwise limit or affect the governmental approvals or rights of City as a governmental agency, including the approval of any permits required for construction or maintenance on Airport and the passage of any laws including those relating to zoning, land use, building and safety.

14.13. **Conflicts in this License.** If there are any direct conflicts between the provisions of Article 1 and Article 2 of this License, the provisions of Article 1 shall be controlling.

14.14. **Days.** Unless otherwise specified, “days” shall mean calendar days.

14.15. **Deprivation of Licensee's Rights.** City shall not be liable to Licensee for any diminution or deprivation of Licensee's rights under this License which may result from Licensee's obligation to comply with any and all applicable laws, rules, regulations, restrictions, ordinances, statutes, and/or orders of any Federal, State and/or local government authority and/or court hereunder on account of the exercise of any such authority as is provided in this Subsection, nor shall Licensee be entitled to terminate the whole or any portion of this License by reason thereof.

Section 15. Notices.

15.1 Any notice or other communication required or permitted to be given, rendered or made by either party to the other, by any provision of this License or by any applicable law or requirement of public authority, shall (unless otherwise expressly set forth herein) be in writing and shall be deemed to have been properly given, rendered or made, if given by registered or certified mail, postage prepaid, and addressed as follows:

If to City:

Long Beach Airport
Attn: Airport Director
4100 Donald Douglas Drive
Long Beach, CA 90808

If to Licensee:

Wingz, Inc.
795 Folsom, Suite 100
San Francisco, CA 94107
Attention: Geoffroy Mathieux, CEO

or to such other address as one party may designate by written notice to the other party.

15.2 All notices shall be effective upon receipt.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

WINGZ, INC. a Delaware corporation

By 

Date 10/2/2017

Name GEOFF MATHIEU X

Title CEO

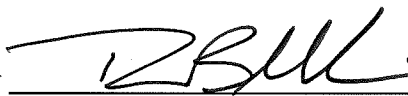
By 

Date 10/2/2017

Name GEOFF MATHIEU X

Title SECRETARY

CITY OF LONG BEACH

By 

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Date 10/10/17

City Manager
Assistant City Manager

Tom Modica,

This License is approved as to form on October 5, 2017.

CHARLES PARKIN, City Attorney

By 
Deputy