

EXHIBIT E

APP-BASED COURIERS

I. Geo-fence Description

- a. The Airport Geo-fence(s) Property shall mean the geographical boundary established by the Airport for purposes of providing App-Based Courier Services, as determined by the Director of Aviation (Airport Director) and which boundary(ies) shall be incorporated into every App-Based Courier Permit Holder's Mobile App to establish a virtual perimeter.
- b. The Director of Aviation shall approve Permittee's "Geo-fence" reporting technology to track trips to and from the Airport. Permittee's Trip Statement shall be approved by the Airport Director and submitted in accordance with Section 4.1.5 in the Ground Transportation Permit for Ground Transportation providers coming onto San Jose Mineta International Airport (Airport).
- c. The Permittee shall demonstrate to the Airport that it has incorporated a virtual perimeter of the Airport Property (the "Geo-Fence"), as approved by the Airport into the Permittee's system must be able to track and report the monthly activity of its Drivers at the Airport.
- d. The App-Based Courier's application/system must provide Geo-fence transition, pick-up and drop-off activity to the Airport's activity reporting system to be used to track and report the monthly activity of App-Based Courier Drivers at the airport. The data must be provided in the manner and format specified by the Airport.
- e. Geo-fence reporting technology must be operational prior to the Ground Transportation Permit effective date.
- f. If Geo-fence reporting technology does not record or under reports trips on any given day, the City will use an "average daily trip amount" to calculate trips for any days not captured in the Geo-fence reporting system.
- g. App-Based Couriers will provide monthly reports to the Airport that list all completed courier trips that began and ended within the Airport's geo-fence during the respective reporting period using the approved template. Which shall include, but not limited to the following –
 - i. Driver ID
 - ii. License Plate
 - iii. Date and time event occurred
 - iv. Type of Transaction (Pick-up/Drop-off and Entry/Exit)
 - v. GPS coordinates
 - vi. Geo-fence ID (defined by Permittee's reporting system contractor)
- h. The Airport shall periodically audit the App-Based Courier Permit Holder's records with respect to its operations at the Airport.
- i. Prior to providing Courier Services, the App-Based Courier Permit Holder (at its sole expense) shall collaborate with the Airport's activity reporting system contractor to provide the following information –
 - i. Driver ID

- ii. License Plate
 - iii. Date and time event occurred
 - iv. Type of Transaction (Pick-up/Drop-off and Entry/Exit)
 - v. GPS coordinates
- j. The acceptance of a trip request must occur off the Airport property, unless an alternate acceptance location is approved by the Airport Director.
- k. Permittee's drivers must ensure their App-Based Courier Mobile App is "on" while on Airport property. If the Geo-fence technology is not functioning properly, Permittee shall notify the Airport when it is recognized and be able to track trips using another form of technology, approved by the Airport Director.

II. Waybills

- a. Electronic waybills will be accepted. When parked in a designated Courier parking space at the Airport, unattended App-Based Courier Driver vehicles must display a valid electronic or paper waybill. A valid waybill will include the following information:
- i. Customer Name
 - ii. Pick-Up & Delivery Address
 - iii. Date (must be for the same day)

III. AVI Transponders and Vehicle Identification Decals

- a. During the term of this Permit, App-Based Courier vehicles will not be required to obtain AVI transponders for trip data or SJC vehicle identification decals.

IV. Use of Airport Facilities

- a. Permittee is strictly prohibited from dropping off/picking up at Terminal Curbside locations. Permittee is subject to fines/citations as defined in this permit.
- b. Permittee's Drivers shall pay all fees for use of Airport, including parking fees.
- i. If Permittee's Drivers are found to be in violation of evading parking fees, Permittee will be responsible for the parking fees evaded in addition to any cost associated with damages related to the incident and administrative cost for back-billing fees to the Permittee.
 - ii. In the event any Driver is found to be in violation of evading parking fees, Permittee shall take the following actions:
 - 1. First Offense – Permittee shall issue a written warning to such Driver.
 - 2. Second Offense – Permittee shall suspend Driver from accessing the platform.
 - iii. By parking in an Airport Facility, Permittee claims sole risk and at posted rates of the vehicle. The City of San Jose and Parking Operator will not guard or assume vehicle custody or control of the

vehicle or its contents and are not responsible for fire, theft, damage, or loss. Vehicles parked improperly will be cited and/or towed at the Permittees expense. Only an authorization to park is granted hereby and no bailment is created. Vehicles left over 30 days without notification may be impounded at the owner's expense. Vehicles occupying more than one space will be charged daily minimum for each space used. Vehicles parked in locations designated as tow-away areas may be relocated within the same Airport Facility or impounded at the owner's expense.

- iv. Permittee is strictly prohibited from washing vehicles, conducting onsite vehicle maintenance (outside of emergency maintenance eg- dead battery, flat tire, etc), fueling, towing, or using a trailer on Airport. Permittee is subject to fines/citations for failure to comply.