

EXHIBIT H

AUTONOMOUS VEHICLE OPERATORS

Supersedes Exhibit D - Transportation Network Companies

I. Geo-fence Description

- a. The Airport Geo-fence(s) Property shall mean the geographical boundary established by the Airport, as determined by the Director of Aviation (Airport Director) and which boundary(ies) shall be incorporated into every Autonomous Vehicle (AV) Operator Permit Holder's (Operator) Mobile App/ Software System 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 shall deliver with a payment, utilizing the form provided in Appendix F, a statement of Permittee's Trips, showing the number of pickup and drop-off Trips made each day, the total of Trips for the month and the Total Trip Fees due to from the permittee for such month. Payment schedule shall be in accordance with Section 4.1.5.A.1 of this permit.
- c. The Permit Holder shall demonstrate to the Airport that the Permit Holder has incorporated a virtual perimeter of the Airport Property (the "Geo-Fence"), as approved by the Airport into the Operator's system must be able to track and report the monthly activity of its vehicles at the Airport.
- d. The Operator's application/system must provide real-time Geo-fence transition, pick-up and drop-off activity data to the Airport's trip reporting system to be used to track and report the monthly activity of Operator's vehicles 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 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.
- g. Autonomous Vehicle Operators will provide monthly reports to the Airport that list all completed trips that began and ended within the Airport's Geo-fence during the respective reporting period using the approved template. Data shall include, but are not limited to the following –
 - i. Operator/Permittee Name
 - ii. Vehicle License Plate or Unique Vehicle Identifier
 - 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 Operator reporting system contractor)
- h. The Airport shall periodically audit the Permit Holder's records with respect to its operations at the Airport.
- i. Prior to providing services, the Permit Holder (at its sole expense) shall collaborate with the Airport's trip reporting system contractor to provide the following information –
 - i. Operator/Permittee Name
 - ii. Vehicle License Plate or Unique Vehicle Identifier

- 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 while the Vehicle is outside the Airport Geo-fence unless an alternate acceptance location is approved by the Airport Director.
- k. If the Geo-fence technology is not functioning properly, the Operator shall notify the Airport, and will track trips using another means, approved by the Airport Director.

II. Permittee Vehicles

- a. During the term of this Permit, Operator's vehicles will not be required to obtain AVI transponders for trip data or SJC vehicle identification decals.
- b. During the term of this Permit, Autonomous Vehicle Operators are not required to provide a list of Authorized Vehicles to the Airport.
- c. During the term of this permit, the Operator must ensure that all software and hardware vulnerabilities are remediated as soon as possible to prevent unauthorized use or operation of its Vehicle(s). When it becomes aware of any such vulnerabilities, the Operator will follow industry-standard procedures to correct them.
- d. During the term of this permit, the Operator is exempt from providing a Waybill accessible to Airport Staff inside of or visible from outside of the Vehicle. A Waybill for any trip must be made available to the Airport upon request.

III. Pick-Up and Drop-Off Locations, Staging, & Waiting Time

- a. During the term of this permit, the Operator agrees to use only the locations/areas designated by the Airport in **Exhibit B** for Pick-Up and Drop-Off of passengers and/or baggage, parcels, and packages. These locations/areas are subject to change at the Airport's discretion.
- b. AVs are limited to 10 minutes of waiting time at the designated Pick-Up location(s). ADA customers being dropped off can request additional time (limited to 15 minutes) for airline wheelchair assistance to respond. Vehicles must clearly indicate externally that riders are waiting on ADA assistance.
- c. AVs are prohibited from staging on Airport property without approval by the Airport Director or driving (circling) around the Airport roadways when idle (not engaged in a trip).

IV. Designated Contacts, Towing, & Notifications

- a. Prior to providing services, the Operator will provide at least two (2) points of contact to the Airport, available on a 24/7/365 basis (**Section V**).
- b. During the term of this permit, the Operator is required to inform Airport Operations (408-277-5100) as soon as practicable in the event one of its vehicles becomes disabled (unable to safely drive) while on Airport property (within the Geo-fence).

- c. During the term of this permit, the Operator agrees to a 1-hour maximum initial on-site response time in the event of an accident/incident occurring on Airport property involving one or more of its Vehicles that requires on-site human intervention to remediate.
- d. Prior to providing services, the Operator will provide at least one (1) preferred third-party towing provider and pre-designated towing destination address in the event the Airport must remove any of its Vehicles from Airport property (**Section VI**). The Operator agrees to reimburse the Airport for any towing costs it incurs and indemnify the Airport and City of San Jose against any damages to/losses of its property resulting from City or Airport-initiated towing.
 - i. In lieu of designating a third-party towing provider, the Operator may self-attest that it is independently capable of providing all necessary towing services by the response period specified in **Section IV, Item c.** (Initial) _____

V. Designated Points of Contact

- 1. _____
- 2. _____

VI. Preferred Towing Provider & Towing Destination Address

- 1. _____