



TECHNOLOGY SERVICES AGREEMENT

This Technology Services Agreement (“Agreement”) is made and entered into as of the ____ day of _____, 20____ (the “Effective Date”), by and between

_____ (the “Driver”) and Safer, LLC (“Safer”), ID #_____.

This Technology Services Agreement (“Agreement”) constitutes a legal agreement between an individual driver (“Driver”) and Safer, LLC (“Safer”), a company contracted by the City of San Jose to manage the On-Demand Transportation services at the Norman Y. Mineta San Jose International Airport (“SJC”) through innovative digital solutions, system management, mobile app and self-service kiosks (collectively “Safer Technology”).

In order to use the Safer Technology and provide On-Demand Transportation services at SJC, any Driver is required to contract with Safer and agree to the terms and conditions that are set forth below.

Upon your execution (electronic or otherwise) of this Agreement, the Driver acknowledges and agrees that Safer is a service manager and technology services provider that does not provide transportation services, and shall be bound by the terms and conditions set forth herein.

Access Conditions to Safer Technology

1. The Driver must produce all the required personal and professional documentation and biometric information and maintain a mobile phone with 4G connection compatible with Safer Technology apps, currently available for iOS and Android systems. After completing the compliance process with the Safer operation systems, the Driver will receive one Safer QR Code generated for one specific mobile phone. All information and personal documentation regarding the professional, provided at the time of the signing of the Agreement or collected during the use of Safer Technology will be registered and managed by the Safer information systems.
2. In order to execute all financial transactions following industry best practices regarding security and compliance, the Driver agrees to validate the mobile phone in which the Safer QR Code was generated. The Driver must open a fintech bank account suggested by Safer in order to receive on a weekly basis all electronic payments of the rides done through Safer Technology.



3. The Driver must register a Safer Vehicle by providing all the required information of the vehicle, including but not limited to characteristics, color, picture, municipality and state authorization, type of fuel, year, model, manufacturer, insurance, etc. After completing the compliance process with the Safer operation systems, one Safer QR Code will be individually generated for each vehicle, which will contain pictures and all information regarding the vehicle. The Safer QR Code will be checked every time the vehicle goes to one Safer operation area. All vehicle information provided at the time of the signing of the Agreement or collected during the use of Safer Technology will be registered and managed by the Safer information systems.
4. The Driver can be linked to more than one Safer Vehicle and each vehicle can be shared between two or more drivers provided that all Drivers have signed an Agreement and complied with these provisions.
5. The Driver must ensure that the Safer Vehicle shall at all times be: (a) properly registered and licensed to operate as a passenger transportation vehicle in the State of California; (b) owned or leased or otherwise in the Driver's lawful possession; (c) suitable for performing the passenger transportation services contemplated by this Agreement; and (d) maintained in good operating condition, consistent with industry safety and maintenance standards for a Vehicle of its kind; (e) in accordance with any additional or special standards or requirements applicable to its category; and (f) in a clean and sanitary condition.
6. The Driver must ensure that the all Safer Vehicle's licenses, permits, approvals, authority, registrations and certifications are up-to-date. Safer shall, upon request, be entitled to review such licenses, permits, approvals, authority, registrations and certifications from time to time. Failure to provide or maintain any of the foregoing shall constitute a material breach of this Agreement. Safer reserves the right to independently verify driver and vehicle documentation from time to time in any way Company deems appropriate in its reasonable discretion.
7. Driver agrees to comply with the Safer Driver Standard Policies and Procedures and SJC Airport Commercial Ground Transportation Rules and Regulations. Should the Driver Standard Policies and Procedures or SJC Airport Commercial Ground Transportation Rules and Regulations be amend at any moment, the Driver will be notified of these changes through Safer Technology channels.
8. The Driver must follow all applicable Federal, State, City and SJC Rules and Regulations in providing service to passengers, even if new rules are more restrictive than those in place when the Driver signs this contract.
9. Prior to begin providing Safer Technology based service, the Driver will be required to go through orientation training, which shall include but is not limited to the Safer Driver



Standard Policies and Procedures and SJC Airport Commercial Ground Transportation Rules and Regulations.

10. The Driver must not work on days and times other than those specified through Safer Technology channels. The working days may change from time to time depending on specific demand and the number of Drivers working in the On-Demand Program. Drivers will be expected to commit to a minimum number of days at the Airport each month.
11. Driver agrees that Safer prepaid rides are submitted to discounts over the regular local taxi prices.
12. The Driver commits to work collaboratively with SJC Airport staff as well as Safer staff at all times and follow the direction of both Safer ground staff and SJC Airport staff whenever required.

Safer Driver Standard Policies and Procedures

Inquiry customer's destination

13. The Driver may not ever ask the customer destination before he has accepted the fare. The Driver is not allowed to decline the customer based on any destination unless he has legal support to do so.

Customer's choice

14. Although Safer will provide a standard quality service, all the customers will have the right to choose or decline any vehicle and/or Driver without any reason. The driver is expected to accept this decision without question.

Drivers politeness

15. The Driver is expected all the time to provide outstanding customer service which includes greeting customers, opening doors and assisting with luggage. Driver to be polite and provide first class customer service throughout the ride. Help customer with luggage at the start of service and at the final destination.

Cell Phone use

16. Although the entire On Demand Ground Transportation System is based on the usage of a smartphone by the Driver, it is important to state that it is a violation of California State Motor Vehicle code 23123 & 23123.5 CVC and Safer company policy to drive a vehicle while talking on a cellphone without a hands-free Bluetooth device. Driver must follow such law and company policy at all times except in a life emergency situation.



Electronic payment

17. The Driver must have a way to accept the payments of all major credit cards for customer payment and cannot apply a surcharge or establish a minimum charge. Safer can provide POS machines if necessary.

Customer rejecting

18. In the event of a customer refusing a ride because of an unacceptable customer service, the event will be reported on the Shift Change Report and will be a product of an investigation and potentially will be subject to disciplinary action process.

Customer not ready

19. In the event the first customer in line is not ready to leave for any circumstance, the next customer in the line will be prioritized and driver can proceed to provide the service for the next customer.

Drivers outside vehicles

20. The Driver shall remain inside the vehicle at all times when waiting for a ride inside the designated Service Areas and shall only be outside of the vehicle to greet customers and help them with their luggage.

Infant and child seats

21. Safer will have in the company office space standard car seats in the event that it is needed to be used by a customer. It is the Driver's responsibility to return this equipment to the Safer office after completing the service to the customer.

Passenger capacity inside a vehicle

22. Each vehicle is required to have the capacity to transport a minimum of four passengers.

Luggage capacity/loading

23. The capacity of luggage depends on the designated vehicle and Safer Staff will determine the need for an additional vehicle.



Aggressive behavior

24. Although Safer is proud to be an open and diverse workplace, aggressive behavior and disagreements that cannot be resolved in a courteous manner will be taken to the Operational Manager and will be subject to disciplinary action. In the event of a physical contact situation amongst the Drivers the conduct may result in termination of the contract.

Smoking

25. Smoking is prohibited except in Airport designated areas.

Pre-Arranged pickups

26. Drivers who have arranged a pick up must park in the designated parking spaces and must be online and available for any Safer service.

Recommending Alternative Transportation

The Driver must not offer alternative transportation Fare discussion to customers in Pick-up Spot.

27. The Driver is not allowed to discuss fares with customers in the pick-up spot and must accept Safer pricing at all times.

Expected workflow at SJC

28. Drivers workflow is with no exceptions:

- a) Staging Area
- b) Terminal A
- c) Terminal B

Unattended vehicles

29. While in the Staging Area, the Driver must leave the keys inside the cars at all times so that another Driver can move the vehicle if a situation arises where the Driver is not present.



Dress Code

30. The Driver is expected to maintain a professional and clean appearance. Safer Driver shall comply and maintain a clean uniform with the following items:
- a) Black long pants
 - b) White long sleeve shirt
 - c) Protection mask (if applicable)
 - d) Winter black jacket
 - e) Winter black gloves
 - f) Safer tie
 - g) Black Dress shoes

Disciplinary Measures

31. All Drivers will be subject to disciplinary action based on Safer's "Three Flag" process and policy. All documents and information relating to disciplinary actions that can be tracked through Safer will remain accessible to all parties, Driver, Safer and SJC Airport Administration and if need it Legal Representatives and Local, State and Federal Authorities during the applicable legal periods.

Levels of Corrective Action

32. Green Flag: Green flag events do not need immediate action, but the Driver must correct the violation before his next entrance into the Staging Area. The Driver cannot accumulate more than 3 (three) green flags in 3 (three) months or it will become a Yellow Flag violation caused by recurrence of Green Flag violation.

The examples of a Safer Green Flag violations include, but are not limited to the following:

- a) Minor dress code violation like a shirt that it is not well-ironed or dirty
- b) The exterior of the taxi or shuttle is dirty
- c) Dress code violations like not using any part of the uniform including a black tie
- d) Substantial lack of personal hygiene
- e) Any kind of non-working headlights or taillights
- f) Any kind of crack in the windshield or any other glass of the vehicle
- g) Any kind of apparent damage of the Taxi or Shuttle
- h) Driver is not responding to go to the next Pick-up Area in a terminal
- i) Missing hub cap



33. Yellow Flag: Yellow flag violations do need immediate action and the Driver must correct the violation before proceeding to any new ride through Safer Technology. Yellow Flag violations are cause for a 3 (Three) day suspension and 3 (three) Yellow Flags within 6 (six) months each are cause for one (1) Red Flag, which can initiate the process for termination of the Driver Agreement with Safer.

The examples of a Safer Yellow Flag violations include, but are not limited to the following:

- a) Driver has trash inside Taxi or Shuttle
- b) Driver appears impaired
- c) Intentionally tried to perform a ride without the usage of Safer mobile application for drivers
- d) Inconsistent documents between the driver and the vehicle that is being driven
- e) A cab is missing the AVI sticker or an AVI sticker that has been tampered with
- f) Driver tries to perform a ride after the notification received from his former affiliated company that the driver is no longer insured with the affiliated company
- g) If the driver does not have an airport media or they are expired
- h) Driver is aggressive with another driver or Safer staff inside the Staging Area or in Pick-up Spot in Terminal A and in Terminal B
- i) Driver is using the Staging Area or Pick-up Area in both terminals for a different purpose than working for On Demand Ground Transportation Program, except for a pre-arranged trips.
- j) Driver rejects a ride of any kind without legal support
- k) Driver intentionally takes a long time to proceed to any service area
- l) Driver intentionally rejects to follow the directions of Safer Staff
- m) Driver intentionally and aggressively argues with any customer, San Jose Airport Staff or Safer Staff in any location in the SJC Airport
- n) Driver refuses any form of legal payment
- o) Driver misquotes a fare in the beginning of the ride
- p) Driver refuses to show airport media when requested by any person
- q) Driver has no compliance with traffic rules inside the On Demand Ground Transportation Program
- r) Drivers refuses to use the Safer Driver mobile application
- s) Driver is caught performing any kind of ride in San Jose Airport outside demarcated areas
- t) Driver attempts to negotiate a fare not in accordance with the City Legislation
- u) Driver misquotes a fare in the end of the ride
- v) Driver does not possess all current and valid permits and licenses issued by the city of San Jose State of California or any other agency that has been deemed necessary to operate as an on demand taxi cab contractor or door to door shuttle.



34. Red Flag: Red flag violations are cause for termination of the Driver Agreement with Safer. The Driver may apply for an appeal and defend himself of the violation.

The examples of a Safer Red Flag violations include, but are not limited to the following:

- a) Driver has disrespectful, violent or aggressive behavior or language toward other drivers, Safer Staff, San Jose Airport Staff or customers
- b) Any kind of sexual harassment with Safer Staff, Drivers, San Jose Airport Administration or customers
- c) Carry a weapon of any kind in Staging, Pick-up Spot or at any time on San Jose Airport property
- d) Any kind of theft of San Jose Airport, Safer or customer property
- e) The intentional destruction of any assets owned by Safer, San Jose Airport or customer
- f) Driver act in a way that represents an immediate threat to the public health or safety and welfare like not wearing a protection mask during the COVID19 pandemic

Procedure for appeal of Green, Yellow and Red Flag violations:

35. In the event of a Green, Yellow or Red Flag, Safer Operational Manager will immediately notify the event on the Safer Driver Mobile App and will send an email with the file that needs to be completed by the driver if he/she desires to contest.

36. All appeal meetings can be done with up to 2 (two) witnesses invited by the Driver if he/she wants to do so. The Operational Manager can also add up to 3 (three) witnesses if he/she wants to do so.

37. Safer Operational Manager will be committed to a fair process and will produce an appeal report with all the evidence and statements provided by any witnesses that are willing to participate in the appeal process.

Green Flag:

38. This kind of infraction can only be contested online with the driver statement where he/she will eventually provide the evidence that he/she deems necessary.

39. The Operational Manager will evaluate the material in hand and make a final decision.

Yellow Flag:

40. This kind of infraction can be contested online or in the presence of the Operational Manager.



41. The Operational Manager will evaluate the material in hand and make a final decision.

Red Flag:

42. This kind of infraction can only be contested by the presence of the Operational Manager.

43. The Operational Manager will evaluate the material in hand and then share the report with the Country Manager and the Chief Operating Officer of Safer.

44. The termination of the driver contract must be the result of at least 2 (two) negative votes of the 3 (three) votes possible.

Fees and Payments

45. The fees and payments are based on the price of a trip that is performed under Safer Technology or the trips that are not performed under Safer Technology:

a) Safer Trips performed outside Kiosks or Mobile Applications

- Per trip fee: \$3.50 (Three dollars and fifty cents)
- Airport trip fee: \$2.30 or \$1.80 for clean fuel

b) Safer Trips performed inside Kiosks or Mobile Applications

- Per trip fee: \$1.50 (One dollar and fifty cents) + 25% sales splits (Twenty five per cent)
- Airport trip fee: \$2.30 or \$1.80 for clean fuel

The fees and Payments shall be subject to revision within a 30 (thirty) days written notice which shall be the result of a mutual agreement between Safer and the Driver. It is the sole responsibility of the Driver to comply with Safer Payment Platform to receive Trip payments.

License Grant

46. Subject to the terms and conditions of this Agreement, Safer hereby grants the Driver a non-exclusive, non-transferable, non-sublicensable, non-assignable license, during the term of this Agreement, to use the Safer Technology solely for the purpose of providing transportation services at SJC. All rights not expressly granted to the Driver are reserved by Safer.



Restrictions

47. The Driver shall not: (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise provide or make available to any other party the Safer Technology in any way; (b) modify or make derivative works based upon the Safer Technology; (c) improperly use the Safer Technology.

Ownership

48. The Safer Technology and company data, including all intellectual property rights therein are and shall remain property of Safer. Neither this Agreement nor the use of the Safer Technology conveys or grants any rights in or related to it, except for the limited license granted above. Other than as specifically permitted by the Safer in connection with this Agreement, the Driver is not permitted to use or reference in any manner Safer`s names, logos, products and service names, trademarks, service marks, trade dress, copyrights or other indicia of ownership, alone and in combination with other letters, punctuation, words, symbols and/or designs for any commercial purposes.

Confidentiality

49. Each party acknowledges and agrees that in the performance of this Agreement it may have access to or may be exposed to, directly or indirectly, confidential information of the other party, and therefore: (a) all confidential information shall remain the exclusive property of the disclosing party; (b) confidential information of the other party shall not be used for any purpose except in furtherance of this Agreement; (c) confidential information of the other party shall not be disclosed to any third party, except to employees, officers, contractors, agents and service providers as necessary to perform under this Agreement; and (d) confidential information of the disclosing party shall be returned or destroyed, upon the termination of this Agreement or at the request of the other party (subject to applicable law and, with respect to Safer, its internal record-keeping requirements).

50. Notwithstanding the foregoing, confidential information shall not include any information to the extent it: (a) is or becomes part of the public domain through no act or omission on the part of the receiving party; (b) was possessed by the receiving party prior to the date of this Agreement without an obligation of confidentiality; (c) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto; or (d) is required to be disclosed pursuant to law, court order, subpoena or governmental authority, provided the receiving party notifies the disclosing party thereof and provides the disclosing party a reasonable opportunity to contest or limit such required disclosure. The disclosure of Driver`s confidential information to SJC Management, in pursuant of objectives of this Agreement, will not be considered breach of confidentiality.



Term

51. This Agreement shall commence on the date accepted by the Driver and shall continue for the period of 1 (one) year.

Termination

52. Either party may terminate this Agreement: (a) immediately, without notice, in case of a material breach of this Agreement; (b) immediately, without notice, in the event of the insolvency or bankruptcy of the other party, or upon the other party's filing or submission of request for suspension of payment (or similar action or event) against the terminating party; or (c) in the event Safer contract with the City of San Jose contract expires or is terminated by cause. In addition, Safer may terminate this Agreement or deactivate Driver's QR Code immediately, without notice in the event Driver no longer qualify, under applicable law or the standards and policies of Safer, to provide the Services or to operate the Vehicle, or as otherwise set forth in this Agreement.

Relationship of the Parties

53. The relationship between the parties under this Agreement is solely that of independent contracting parties. The parties expressly agree that: (a) this Agreement is not an employment agreement, nor does it create an employment relationship, between Safer and the Driver; and (b) no joint venture, partnership, or agency relationship exists between Safer and the Driver.

Modification

In the event Safer modifies the terms and conditions of this Agreement at any time, such modifications shall be binding on the Driver upon acceptance of the modified Agreement. Continued use of the Safer Technology after any such changes shall constitute Driver's consent to such changes. **Severability**

54. If any provision of this Agreement is or becomes invalid or non-binding, the parties shall remain bound by all other provisions hereof. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement.

Governing Law

55. The interpretation of this Agreement shall be governed by California law.



Dispute Resolution

56. Any controversy, dispute or claim arising relating to a potential breach thereof shall first be settled through good faith negotiation between the Driver and Safer designated representatives.
57. If the dispute cannot be settled through negotiation, the parties agree to attempt in good faith to settle the dispute through a voluntary meeting administered by an independent individual appointed by both parties which shall determine if the breach was fair and properly applied. The opinion rendered by the independent individual shall be considered final as it relates to the internal dispute resolution process. Safer and the Driver agree to act in good faith in agreeing to the outcome of the appeal.
58. In the unlikely event that Safer or the Driver do not accept the resolution of the dispute through the voluntary meeting administered by an independent individual, the parties agree to arbitration or mediation administered by JAMS pursuant to its Employment Arbitration Rules & Procedures and subject to JAMS Policy on Employment Arbitration Minimum Standards of Procedural Fairness, which the expenses shall be solely held by the party that did not accept the voluntary meeting administered by an independent individual. Judgment on the Award may be entered in any court having jurisdiction.

This Agreement represents the entire Agreement between the parties and supersedes any prior oral or written understandings with respect to the Services. This Agreement may only be amended by an agreement signed in writing by all of the parties hereto. Upon execution, this Agreement will be a valid and binding obligation of each party and enforceable in accordance with its terms.

DRIVER

SAFER LLC

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____