

TOLLTAG LICENSE AND USE AGREEMENT
(Effective 1-1-2014)

PLEASE CAREFULLY READ THIS TOLLTAG LICENSE AND USE AGREEMENT (THIS “AGREEMENT”) WITH THE NORTH TEXAS TOLLWAY AUTHORITY (“NTTA”). YOUR SUBMITTAL OF AN APPLICATION FOR A TOLLTAG TRANSPONDER (“TOLLTAG”) AND YOUR USE OF A TOLLTAG EACH CONSTITUTES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. GENERAL

Subject to the terms and conditions of this Agreement, NTTA licenses to you a TollTag for use on NTTA toll facilities and as otherwise agreed by NTTA. Failure to comply with this Agreement may result in the suspension, revocation, and/or termination of the license to use your TollTag. You must establish an account (“Account”) with NTTA for the use of your TollTag. Your TollTag is loaned to you by NTTA and will remain the property of NTTA at all times.

2. RATES, FEES, AND CHARGES

a. Toll charges on NTTA toll facilities are assessed per tolling point based on the Toll Rate Schedule in effect at the time of the transaction, and whether the transaction constitutes a TollTag transaction or ZipCash Transaction (as hereinafter defined). The applicable toll will be charged to your Account each time your TollTag (or vehicle assigned to your TollTag) passes through a tolling point. Applicable fees and/or charges will also be charged to your Account based on the Schedule of Charges in effect at the time of the charge. The Toll Rate Schedule and Schedule of Charges are available on the NTTA website at www.ntta.org or at any NTTA Customer Service Center (“CSC”) and the Schedule of Charges currently in effect is set forth in Attachment A. NTTA reserves the right to change its rates, fees, and charges at any time, and you agree to pay such rates, fees, and charges by your continued use of your TollTag. Failure to pay any toll, fee, or charge may result in additional fees, penalties, and fines.

b. See Section 10 for the tolls, fees, and charges assessed when your TollTag is used as a method of payment at non-NTTA facilities, such as airport parking and toll roads, including managed lanes, express lanes, and TEXpress lanes.

3. USE OF TOLLTAG

a. You must assign a single specified vehicle and license plate number to your TollTag, and install your TollTag in that vehicle according to the mounting instructions provided with your TollTag. Your TollTag may not be used in another vehicle or assigned to more than one Account. Neither the vehicle nor license plate number assigned to your TollTag may be assigned to another TollTag or Account. Except as provided in Section 5, you are responsible for all tolls incurred by any vehicle using or assigned to your TollTag, even if someone other than you uses the vehicle assigned to your TollTag or if the vehicle using your TollTag is not the vehicle assigned to your TollTag.

b. You may use your TollTag as a method of payment only in toll lanes that are open and designated for TollTag use. When your TollTag is so used, a nonrefundable toll will be charged to your Account.

4. YOUR ACCOUNT

a. Account Parameters currently in effect for all Account types are set forth in Attachment B and will govern the creation and ongoing use of your Account. To establish an Account, you must (i) provide the information requested by NTTA, (ii) elect a payment method, and (iii) fund your Account with at least the minimum initial prepaid balance for your Account type as specified in the Account Parameters. NTTA reserves the right to change its Account Parameters at any time, and you agree to comply with such changed parameters by your continued use of your TollTag. Your Account is subject to the fees, charges, and deposits specified in the Schedule of Charges then in effect.

b. You must maintain a balance in your Account sufficient to cover all tolls, fees, and charges for the use of your TollTag and/or vehicle assigned to your TollTag. Each time your TollTag is accepted as a method of payment or your Account incurs a toll, fee, or charge, the applicable amount will be charged to your Account and deducted from the balance in your Account. It is your obligation to review all tolls, fees, and charges that are charged to your Account.

c. The minimum initial prepaid balance, the replenishment threshold, and replenishment amount will depend on your Account type, the number of TollTags assigned to your Account, and/or your TollTag usage in accordance with the Account Parameters then in effect. You must replenish the balance in your Account by not less than the replenishment amount for your Account type when your Account balance reaches or falls below the replenishment threshold for your Account type. You may elect to have your Account automatically replenished through a credit/debit card, electronic funds transfer, or such other payment method accepted by NTTA. If you make such election, you must ensure that the credit/debit card or designated bank account remains valid and may be automatically charged the applicable replenishment amount, and NTTA will charge your credit/debit card or designated bank account the applicable replenishment amount each time your Account balance reaches or falls below the applicable replenishment threshold. You may also replenish your Account (i) by authorizing a charge to your credit/debit card through the NTTA website or mobile app Tollmate, over the telephone, or in person at any CSC or other authorized payment center, (ii) by mailing a check or money order to NTTA at P.O. Box 660244, Dallas, TX 75266-0244 clearly identifying your Account, or (iii) by delivering a check, money order, or cash to any CSC or other authorized payment center, or (iv) through any other payment method established by NTTA. You will be responsible for a returned check fee on any check returned or rejected by your bank in the amount shown on the Schedule of Charges then in effect.

d. You are responsible for ensuring that your Account information is accurate and up-do-date. If you have elected for your Account to be automatically replenished, it is especially important to ensure that your credit/debit card number(s) and expiration date(s) are up-to-date. You may verify and update your Account information by logging into your Account through the NTTA website or mobile app Tollmate, or by calling or visiting a CSC. If you fail to keep your Account information up-do-date, NTTA may use services or resources that are, or may become, available to verify and update your Account information as necessary, including, without limitation, your address and vehicle information. Your Account information will not be

disclosed to third parties without your consent except as required or permitted by law and the policies of NTTA. The NTTA's privacy policy is available on the NTTA website or at any CSC.

e. If (i) the vehicle assigned to your TollTag incurs a toll without a sufficient balance in your Account to pay such toll or (ii) the vehicle assigned to your TollTag passes through a tolling point without your TollTag or without your TollTag being read by the transponder equipment at such tolling point (except as a result of a defective TollTag or a malfunction in such transponder equipment) (each a "ZipCash Transaction"), then a picture of the vehicle's license plate will be taken and retained for billing purposes. ZipCash Transactions will be billed at the video toll rate ("ZipCash Rate"), which is higher than the TollTag rate. NTTA may charge your Account the ZipCash Rate for each ZipCash Transaction or send you a bill for such ZipCash Transactions. If your Account balance is ever insufficient to pay amounts you owe to NTTA, you will remain liable for those amounts and are responsible for any related fees and costs, including attorneys' fees, incurred by NTTA to collect those amounts due. In addition, you may be subject to civil and criminal penalties, including those described in Section 12(g), and NTTA may avail itself of certain statutory remedies, including, without limitation, publishing your name and amount of your unpaid tolls, placing a block on your vehicle's registration, prohibiting you from further use of NTTA toll facilities, and impounding your vehicle.

f. You may register more than one TollTag to your Account, and each reference in this Agreement to (i) your TollTag shall refer to each TollTag registered to your Account and (ii) the vehicle assigned to your TollTag shall refer to each vehicle so assigned. Registering additional TollTags to your Account may affect the minimum initial prepaid balance, the replenishment threshold, account type, and replenishment amount applicable to your Account based on the Account Parameters then in effect.

g. NTTA may contact you through any means of communication linked to your Account (e.g., phone numbers, email addresses, etc.) regarding the status of your Account, and may do so through any method of communication (e.g., text message, email, etc.).

h. No interest will be paid on balances or deposits in your Account.

5. STOLEN, SOLD OR LEASED VEHICLE; STOLEN OR DEFECTIVE TOLLTAG.

a. If the vehicle assigned to your TollTag is sold, stolen, or leased, or if your TollTag is lost, stolen, damaged, or defective, you must immediately notify any CSC in person or by calling (972) 818-NTTA (6882) so that your TollTag can be deactivated and/or vehicle unassigned to your Account. Except as provided in Section 5(b), until you notify NTTA of such event, you will be liable for all tolls, fees, and/or charges that may be incurred by the vehicle assigned to or using your TollTag. NTTA will replace your lost, stolen, damaged, or defective TollTag and will charge your account the applicable replacement fee based on the Schedule of Charges then in effect, provided that no replacement fee will be imposed for a defective TollTag that is returned to NTTA. NTTA may also charge your Account for any lost, stolen, or damaged TollTag that is not replaced based on the Schedule of Charges then in effect.

b. Notwithstanding anything to the contrary in this Agreement, if the vehicle assigned to your Account passes through a tolling point at a time when such vehicle was either

(i) stolen and you have reported such theft to the appropriate law enforcement authority by the time required under Section 366.178(h) of the Texas Transportation Code, as amended, or (ii) leased to a third party and you have provided to NTTA the required information under Section 366.178(i) of the Texas Transportation Code, as amended, by the time required under such Section, then you will not be liable for any toll assessed to such transaction.

6. TERMINATION

a. NTTA may terminate this Agreement at any time and for any reason. If NTTA terminates this Agreement, you must within seven (7) days of termination return your hard case TollTag to NTTA or discard your sticker TollTag, as applicable. You may terminate this Agreement at any time for any reason by (i), in the case of a hard case TollTag, returning your TollTag to NTTA in person to any CSC location or by mail to NTTA Customer Service Center, P.O. Box 260928, Plano, TX 75026-0928, or (ii), in the case of a sticker TollTag, by visiting any CSC or calling (972) 818-NTTA (6882).

b. Once this Agreement is terminated, your TollTag will no longer be valid. If a hard case TollTag is not returned in good and workable condition, NTTA may deduct the applicable replacement fee from your Account, including any security deposit. A refund of any amounts remaining in your Account, after all applicable fees and charges have been applied, will be issued to you after the closing process is complete. If you replenish your Account by credit/debit card or electronic funds transfer, a refund will be issued to the credit/debit card or bank account on file. If you replenish your Account by cash or check, a refund check will be mailed to the address on file. If your Account has a negative balance, you must remit to NTTA the amount of such balance within seven (7) days of termination.

7. INQUIRIES/DISPUTES

If you have any questions about this Agreement, your TollTag, or your Account, please visit the NTTA website at www.ntta.org, use the NTTA mobile app Tollmate, or contact any CSC. All disputes concerning your Account, including any claim for damages, must be submitted in writing to: NTTA Customer Service Center, P.O. Box 260928, Plano, TX 75026-0928 within one hundred twenty (120) days from the date the toll, fee, or charge was charged to your Account or your damage was incurred. Charges to your Account not so disputed within such one hundred twenty (120) day period will be conclusively deemed valid. You may make informal inquiries in person at any CSC or by calling (972) 818-NTTA (6882).

8. ITEMIZED STATEMENTS

At your request and for the fee shown on the Schedule of Charges then in effect, NTTA will mail you a monthly statement regarding your Account transactions during the preceding month. You may access your Account information through the NTTA's website or mobile app Tollmate or at any CSC without charge.

9. NTTA WEBSITE AND MOBILE APP

a. As an alternative to telephoning or going to a CSC, you may use the NTTA website or mobile app Tollmate to, among other things, change or update your Account information, add vehicles to your Account, view your Account balance, view transactions posted to your Account, and make payments to your Account. The NTTA website address is

www.ntta.org. The NTTA mobile app Tollmate is available for free for Apple and Android devices through the iTunes App store or Google Play. Your use of the NTTA website or mobile app Tollmate to make changes to your Account shall be deemed your consent to modify your information within the NTTA record system and, in the case of a change in credit/debit card or bank account information, your authorization for NTTA to charge that credit/debit card or bank account for the amounts necessary to satisfy your obligations under this Agreement.

b. In order to protect the privacy of your information, NTTA may require you to provide verifying information to access your Account. NTTA may deny access to your Account if the requested verifying information is not provided.

c. If a vehicle assigned to your Account is registered to another person, that person will be considered an authorized user and may gain access to your Account information that pertains to such vehicle.

10. USE OF TOLLTAG AT NON-NTTA FACILITIES (INTEROPERABILITY)

a. Depending on your Account type, you may use your TollTag as a method of payment of tolls, fees, and charges assessed at non-NTTA toll or other facilities that accept TollTags as a method of payment. An Account with a valid automatic replenishment method on file may be required for transactions on certain non-NTTA facilities. You are responsible for verifying whether your Account type permits such payment or the facility accepts the TollTag as a method of payment.

b. If you use your TollTag at a non-NTTA facility that accept TollTags as a method of payment, or if you use the vehicle assigned to your TollTag at such facility, you acknowledge and agree that information about the applicable transaction and your Account will be shared between the operator of such facility and NTTA for purposes of billing and collecting the proper tolls, fees, and charges. In addition, you agree (i) to the tolls, fees, and charges established by the operator of such facility for the use of such facility, (ii) that the applicable toll, fee, or charge for the use of such facility may be deducted from the balance on deposit in your Account or charged directly and immediately through the automatic replenishment method listed on your Account, (iii) to be subject to the interoperability terms between NTTA and the operator of such facility and to the rules and regulations of such operator, and (iv) that such operator may refuse to accept your TollTag as a method of payment at such facility.

c. You should first contact a CSC for assistance if you have any questions or disputes concerning any tolls, fees, or charges for use of non-NTTA facilities. If such CSC is unable to help, you will be directed to the operator of such facility.

d. You acknowledge and agree that with respect to non-NTTA facilities that accept TollTags as a method of payment (i) NTTA is simply a third party acting on behalf of the operators of such facilities to bill and collect the applicable tolls, fees, and charges and (ii) the operators of such facilities, and not NTTA, are responsible for the operation and maintenance of such facilities, and you hereby release NTTA from any liability therefor.

11. LIMITATIONS OF LIABILITY

a. IN NO EVENT SHALL NTTA BE LIABLE TO YOU, OR SHALL YOU BE LIABLE TO NTTA, FOR ANY LOST PROFITS, INCOME OR GOODWILL OR FOR ANY SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH ANY MATTER ARISING UNDER OR RELATING TO THIS AGREEMENT OR THE COMMERCIAL OR ECONOMIC RELATIONSHIP OF NTTA AND YOU, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, OR ANY OTHER THEORY, EVEN IF NTTA OR YOU HAVE BEEN ADVISED OF OR CONSIDERED THE POSSIBILITY OF SUCH DAMAGES.

b. Subject to Section 12(g), no arbitration, action, suit, proceeding, claim, counterclaim, or crossclaim (collectively, "Action") arising under or relating to this Agreement or the commercial or economic relationship of NTTA and you may be brought more than two (2) years after the later of the first event giving rise thereto or the date when NTTA or you with reasonable diligence could have discovered the pertinent facts. If any applicable law does not allow the claims limitation period to be two (2) years, then the period for the filing of any claim shall be the shortest period or periods allowed by such law.

12. DISPUTE RESOLUTION, ARBITRATION PROVISION AND CLASS ACTION WAIVER

a. THIS AGREEMENT INCLUDES AN AGREEMENT TO ARBITRATE AND WAIVER OF CLASS ACTION. THIS AGREEMENT IS GOVERNED BY THE FEDERAL ARBITRATION ACT. PLEASE READ CAREFULLY.

b. Subject to Section 12(g), as a condition to bringing any Action arising under or relating to this Agreement or the commercial or economic relationship of NTTA and you, you must first submit your dispute, including any claim for damages, in writing to NTTA at the address set forth in Section 7 within one hundred twenty (120) days from the date the disputed toll, fee, or charge was charged to your Account or your damage was incurred, and use good faith efforts to resolve your dispute with NTTA through the procedures in this Section 12(b).

c. Subject to Section 12(g), any controversy or claim (whether based upon contract, tort, statute, constitutional provision, or otherwise), arising out of or relating to this Agreement, or the breach or alleged breach thereof, or the commercial or economic relationship of NTTA and you, which NTTA and you are unable to resolve in accordance with the administrative dispute resolution process set forth in Section 12(b) or otherwise within a reasonable time after written notice by NTTA or you to the other party of the existence of such controversy or dispute, shall be resolved by an arbitration administered by the American Arbitration Association ("AAA") under and in accordance with its then-existing Rules, including, if applicable, its Rules applying to consumers, but excluding any Rules regarding Class Arbitrations in whatever form or under whatever title they may exist. Each of NTTA and you hereby agree to waive any right to participate in, be a member of, or to serve as a representative for a class action with regard to any claim(s) they may have or assert against one another. No arbitrator shall conduct a class arbitration or any other class proceeding. Neither NTTA nor you may act as private attorneys general or in any other representative capacity. NTTA and you also agree that each of NTTA and you waive any right to have NTTA's or your claims consolidated with, joined with, or

combined with any claims of any other party or parties. NTTA and you further agree that the enforceability and interpretation of this Section 12 (including its agreed-upon waiver of class action, consolidation, combination of claims in any manner, acting in any kind of representative capacity, and any other rights) will be reserved to a court, rather than to any arbitrator.

d. If any of NTTA's and your agreements to waive any of the matters listed in Section 12(c) (including class action, consolidation, combination of claims in any manner, acting in any kind of representative capacity, or any other rights) are determined to be void, unenforceable, unconscionable, invalid, or inapplicable for any reason, then the foregoing arbitration provision in its entirety shall be severed from this Agreement and this Agreement shall be treated as if the foregoing arbitration clause in its entirety had never been a part of this Agreement. In this event, and if any claims between NTTA and you are filed or presented in a court or in some other forum, each of NTTA and you hereby agree to waive any right to participate in, be a member of, or to serve as a representative for a class action with regard to any claim(s) they may have or assert against one another. No class action or other class proceeding shall be conducted either in a court or in any other forum or proceeding. Neither NTTA nor you may act as private attorneys general or in any other representative capacity. NTTA and you also agree that each of NTTA and you waive any right to have NTTA's or your claims consolidated with, joined with, or combined with any claims of any other party or parties.

e. NTTA and you agree that the arbitration contemplated herein shall be conducted by one arbitrator, who shall be selected according to the procedures of the AAA. The arbitration shall be filed with and administered by the Dallas, Texas office of the AAA. The arbitration shall take place in Collin County, Texas, unless NTTA and you specifically agree to another place in writing. The arbitrator shall have the authority to act upon motions for summary judgment, and to grant any remedy or relief that the arbitrator finds just and equitable within the scope of this Agreement, provided that no such remedy or relief shall be inconsistent with the disclaimers of warranties, limitations of liability, indemnifications, restrictions on arbitration proceedings, and other provisions of this Agreement or available to NTTA under common law or statute. The decision of the arbitrator shall be binding and final upon both NTTA and you and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

f. Subject to Section 12(g), if the arbitration provision is severed from this Agreement, any claim or dispute that has arisen or may arise between you and NTTA must be resolved exclusively by the courts located in Collin County, Texas. You and NTTA agree to submit to the personal jurisdiction of the courts located in Collin County, Texas for the purpose of litigating all such claims or disputes.

g. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, INCLUDING SECTION 11 AND THIS SECTION 12, NTTA MAY AVAIL ITSELF OF ALL APPLICABLE RIGHTS AND REMEDIES PROVIDED BY SECTION 366.178 AND CHAPTER 372 OF THE TEXAS TRANSPORTATION CODE, AS AMENDED, AND ANY STATUTES REFERENCED THEREIN OR CONFERRING SPECIFIC RIGHTS AND REMEDIES FOR TEXAS TOLL AUTHORITIES AND, IN SUCH INSTANCES, YOU WILL HAVE ALL OF THE RIGHTS PROVIDED THEREUNDER AND YOU UNDERSTAND AND AGREE THAT THE COURTS EMPOWERED TO HEAR SUCH

MATTERS SHALL ADJUDICATE SUCH MATTERS AND SUCH MATTERS WILL NOT BE ARBITRATED.

h. If NTTA exercises its rights and remedies under Section 366.178 or Chapter 372 of the Texas Transportation Code, as amended, or any statutes referenced therein or conferring specific rights and remedies for Texas toll authorities, each of NTTA and you hereby agree to waive any right to participate in, be a member of, or to serve as a representative for a class action with regard to any claim(s) they may have or assert against one another, and further agree that each of NTTA and you waive any right to have NTTA's or your claims consolidated with, joined with, or combined with any claims of any other party or parties.

i. You and NTTA acknowledge and agree that nothing in this Agreement shall bind the operator of any non-NTTA facility that accepts TollTags as a method of payment to the dispute resolution process set forth in this Section 12.

j. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

13. GENERAL PROVISIONS

a. NTTA is not liable for the performance of your TollTag. You agree to release and indemnify NTTA against all damage, loss, cost, expense, or liability that relates to the misuse or unauthorized use of your TollTag on any NTTA toll facility or otherwise. You waive all claims at any time arising against NTTA for, and agree to hold harmless and defend NTTA against, all damage, loss, cost, expense, or liability that in any way relates to the use or the performance of your TollTag. Your sole and exclusive remedy from NTTA relating to the performance of your TollTag will be replacement of any defective TollTag.

b. NTTA HAS NOT MADE, AND IT EXPRESSLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATING TO YOUR TOLLTAG (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES). For the purposes of Sections 13(a) and (b), "NTTA" includes, in addition to NTTA, NTTA's directors, officers, administrators, employees, agents, consultants, and contractors.

c. NTTA may amend the terms of this Agreement, including, without limitation, the Account Parameters and Schedule of Charges included as Attachments to this Agreement, at any time by posting notice of the amendment on the NTTA website or at any CSC, or by any other reasonable means. The new terms will be effective thirty (30) days after the notice is sent to you or posted as provided in the preceding sentence. You must maintain a current mailing address and other contact information with NTTA, and you must keep yourself apprised of any notices posted as provided above. Continued use of your TollTag will constitute acceptance of each such amendment. If you do not accept any such amendment, you should cease using your TollTag and terminate this Agreement as provided above.

d. This Agreement binds and benefits you and NTTA and its successors and assigns. You may not assign your rights or obligations under this Agreement.

e. Except as provided in Section 12(d), if any part of this Agreement is held to be invalid or unenforceable, all other parts shall remain in full force and effect.

ATTACHMENT A

Schedule of Charges*

Charge	Amount
Security Deposit – Hard Case TollTag	\$0 if Account has automatic replenishment \$25 if Account does not have automatic replenishment
Security Deposit – License Plate TollTag	\$0 if Account has automatic replenishment \$37.50 if Account does not have automatic replenishment
Security Deposit – Sticker TollTag	\$0
Lost, Stolen or Damaged TollTag/ Replacement Fee – Hard Case TollTag	\$25
Lost, Stolen or Damaged TollTag/ Replacement Fee – License Plate TollTag	\$37.50
Lost, Stolen or Damaged TollTag/ Replacement Fee – Sticker TollTag	\$0
Monthly Paper Statement Fee	\$1.50 for every three (3) TollTags
Returned Check Fee	\$25

*Subject to change by NTTA as provided in Section 13(c).

ATTACHMENT B

Account Parameters*

Parameter	ACCOUNT TYPE		
	TollTag	Starter TollTag**	Corporate
Minimum Initial Prepaid Balance	\$40 for every three (3) TollTags	\$20 for every TollTag	\$40 for every three (3) TollTags
Replenishment Amount	\$40 for every three (3) TollTags	\$20	For first three (3) months, \$40 for every three (3) TollTags. Thereafter, average monthly tolls incurred during the preceding three (3) months
Replenishment Threshold	\$10 for every three (3) TollTags	\$5	One-half (½) of the Replenishment Amount
Maximum Number of TollTags	Unlimited	Two	Unlimited
Usage for applicable Airport Parking	Yes, if Account has automatic replenishment	Yes, if Account has automatic replenishment	Yes, if Account has automatic replenishment
Usage on non-NTTA toll roads in Texas	Yes	Yes	Yes

*Subject to change by NTTA as provided in Section 13(c).

**A Starter TollTag Account will automatically convert to a TollTag Account if (i) more than two (2) TollTags are assigned to the Account or (ii) the tolls incurred during the preceding three (3) months exceed \$120.