

**TOLLING SERVICES AGREEMENT**

**IH 635 MANAGED LANES PROJECT**

**Between**

**NORTH TEXAS TOLLWAY AUTHORITY**

**and**

**LBJ INFRASTRUCTURE GROUP LLC**

**Dated September 4, 2009**

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## TOLLING SERVICES AGREEMENT

THIS TOLLING SERVICES AGREEMENT (the "Tolling Services Agreement") is entered into and effective as of September 4, 2009 by and between the **North Texas Tollway Authority**, a regional tollway authority authorized and operating under Chapter 366 of the Texas Transportation Code ("NTTA"), and **LBJ Infrastructure Group LLC**, a Delaware limited liability company ("Developer"), with reference to the following facts.

### RECITALS

A. Concurrently with execution of this Tolling Services Agreement, the Texas Department of Transportation ("TxDOT") and Developer have entered into a Comprehensive Development Agreement (the "Agreement") to develop, design, construct, finance, operate and maintain the IH 635 Managed Lanes Project (the "Project"), consisting of the reconstruction of general purpose lanes, construction of managed lanes, and construction of new and reconstruction of existing frontage roads, the establishment of tolling operations and maintenance and operation of the IH 635 managed lane corridor in Dallas County, Texas.

B. Pursuant to the Agreement, Developer has the right and obligation to, among other things, impose, collect and enforce tolls for use of the Project by means of an Electronic Toll Collection System.

C. Developer is entering into this Tolling Services Agreement pursuant to the Agreement to retain NTTA to provide certain toll collection, enforcement and interoperability functions and services for the Project, on and subject to the terms and conditions of this Tolling Services Agreement.

D. Pursuant to Section 366.038 (the "Statute") of the Texas Transportation Code, as amended, NTTA shall provide, for reasonable compensation, customer service and other toll collection and enforcement services for a toll project in the boundaries of the NTTA, which includes the Project.

E. Pursuant to a resolution dated November 8, 2007, the Board of Directors of NTTA resolved to support TxDOT's development of the Project and acknowledged that NTTA's sole role would be to provide the associated toll operations, as provided under applicable law.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in this Tolling Services Agreement, NTTA and Developer agree as follows:

1. Definitions and Interpretation

- (a) Certain terms used herein have the respective definitions set forth in Attachment 1 to this Tolling Services Agreement.
- (b) Other capitalized terms used but not defined herein have the respective meanings set forth in the Agreement.

- (c) Notwithstanding anything to the contrary set forth herein, any reference made in this Tolling Services Agreement to the practices and procedures that NTTA follows in respect of its own facilities in respect of the standards or type of services to be provided pursuant to this Tolling Services Agreement shall be deemed to include at a minimum performance at a level which is consistent with the practices and procedures of NTTA at the Service Commencement Date or, if higher, at the time such evaluation is made, and with the Performance Standards under or other requirements of this Tolling Services Agreement.

2. Engagement and General Statement of Responsibilities.

Developer hereby engages NTTA to provide the services described herein from and after the Service Commencement Date and until the expiration or earlier termination of the Term (as defined herein), and NTTA hereby accepts such engagement. The Parties' general responsibilities under this Tolling Services Agreement include the following (with the following general description to be without limitation on the parties' respective other responsibilities and obligations provided for pursuant to the other terms and conditions of this Tolling Services Agreement):

- (a) Developer's general responsibilities include:
  - (i) Developer shall install, replace and maintain in good condition throughout the Term equipment that complies with the requirements of the Agreement and that will identify vehicles equipped with a transponder issued by NTTA (either directly by NTTA or through an NTTA-approved distributor) or another Toll Operator and video equipment and related lane controller equipment designed to capture video images of and/or data concerning vehicles passing through tolling stations as required by the Interface Control Document.
  - (ii) Developer shall be responsible for capturing data evidencing each Transponder Transaction and Video Transaction and transmitting a properly formed Transaction to NTTA (which will include all of the information required by the ICD for each such Transaction) in accordance with this Tolling Services Agreement pursuant to the ICD or any other communications protocols in effect hereunder from time to time. Without limiting the foregoing, Developer shall be responsible for (A) determining the applicable toll for each Transaction and transmitting the applicable toll information to NTTA with its transmittal of other Transaction data pursuant to the preceding sentence, and (B) conducting all video image reviews and Transaction matching required to determine Video Transactions. NTTA shall not be responsible for enforcement of high occupancy vehicle rules and requirements, and, without hereby limiting such obligations of Developer under the Agreement (if any), NTTA agrees that Developer shall not be responsible for enforcement of high occupancy vehicle rules and requirements under this Tolling Services Agreement. NTTA shall

not have any responsibility for any of the activities described in this paragraph (ii).

- (iii) Developer shall be responsible for all interoperable fees, the cost of which shall be paid in accordance with the applicable interoperability interlocal agreement.
- (iv) Developer shall be responsible for providing reasonably detailed information to NTTA from time to time for purposes of training NTTA's customer service personnel adequately to respond to customer inquiries concerning Developer's dynamic or other toll pricing models.
- (v) Developer shall not issue any transponders to or impose any tolls on Users in connection with the Project other than as permitted or contemplated by this Tolling Services Agreement, and Developer otherwise shall not take any actions in competition with the rights and responsibilities of NTTA hereunder (provided, however, that the foregoing shall not preclude Developer from marketing activities, from distributing NTTA-issued transponders on its own premises in its capacity as a distributor of NTTA, from exercising rights and remedies expressly provided to Developer hereunder in respect of this Tolling Services Agreement or in the Agreement in respect of the Agreement, and activities of Developer or any of its affiliates in connection with other toll roads).

(b) NTTA's general responsibilities include:

- (i) NTTA shall post Transponder Transactions to customer accounts in accordance with Section 4(a)(iv) hereof.
- (ii) NTTA shall provide Interoperability Functions in accordance with Section 5 hereof.
- (iii) NTTA shall process Video Transactions in accordance with Section 8 hereof.
- (iv) NTTA shall remit payments to Developer in respect of Video Transactions and Transponder Transactions in accordance with Section 7 hereof.
- (v) NTTA shall utilize and make available its Customer Service Center services for handling of customer inquiries and complaints, as provided in Section 4(a)(i) hereof.
- (vi) NTTA shall provide account management and other back office services in accordance with this Tolling Services Agreement, including Section 4(a) hereof.

- (vii) NTTA shall provide toll collection enforcement services, which shall include transmittal of violation notices, collection efforts (including, at NTTA's option, utilization of a third party collection agency) and other actions permitted by applicable Law (including court action) and in accordance with the Performance Standards and the practices and procedures that NTTA follows in respect of its own facilities.
- (c) Developer and NTTA acknowledge and agree that, particularly in view of the stated Term (as defined in the Agreement) of the Agreement and the potential Term of this Tolling Services Agreement, changes may occur during the Term in mobility and tolling equipment, technology and operations, interoperability standards and protocols and in business and commercial practices that may warrant the Parties' consideration and implementation of changes in the equipment, technology or practices utilized in connection with the Project and/or changes to this Tolling Services Agreement and the Parties' respective responsibilities and obligations hereunder in order to more effectively provide for the performance of the services contemplated and intended by this Tolling Services Agreement. Developer and NTTA further acknowledge that Developer may need to change equipment, technology and practices to maintain interoperability as required by Section 12.1.3 of the Agreement. Developer and NTTA agree to cooperate with each other in a commercially reasonable manner in considering any such changes and to implement the same to the extent such implementation may be achieved in a commercially reasonable manner and the proposed changes are consistent with technology and practices then used and/or followed by NTTA with respect to its own facilities. In connection therewith, Developer and NTTA also shall consider in good faith any adjustments (if any) in the compensation payable to NTTA hereunder in light of such changed circumstances. Any such changes shall be made in accordance with Section 17.
- (d) For the avoidance of doubt, NTTA will have no obligation or responsibility hereunder in respect of User based rebates (whether monitoring data related to same, payment of same or any other obligation or responsibility related to any such rebates) or in respect of the determination, assessment or collection of liquidated damages against or from Developer under the Agreement. However, if Developer at any time during the Term desires for NTTA to provide support for assessing and/or processing rebates, it may initiate a Change Order pursuant to Section 17 in respect thereof. For the avoidance of doubt, this Section does not apply to adjustments of overcharges to customer accounts pursuant to Section 11.
- (e) For the avoidance of doubt, NTTA hereby disclaims any interest in funds owing or remitted to NTTA by a User for a Transaction to the extent of amounts owed by NTTA to Developer for such Transaction that have not yet been paid to Developer. NTTA shall be deemed to be a collecting agent acting on behalf of Developer with respect to such amounts owing

or remitted by the applicable Users and owed to and not yet paid to the Developer until NTTA pays Developer the applicable amounts owed to Developer with respect to the Transaction, at which time NTTA may receive and retain the corresponding amounts from applicable Users for its own account and as its own funds. NTTA further agrees that, with respect to deferred revenue amounts that NTTA receives from its customers pursuant to the terms governing NTTA customer accounts, NTTA will establish, no later than the date that is six months prior to the Service Commencement Date for the Project (or the initial Project Segment, if Developer develops the Project in Project Segments, rather than as a whole, pursuant to the terms of the Agreement), a trust account created for the benefit of such customers and into which such deferred revenue amounts shall be deposited and held, free and clear of any claim, lien, charge, security interest or encumbrance in favor of any creditor of NTTA, pending application thereof to toll charges owing by such customers (whether in respect of the Project or in respect of any other facility, whether owned and operated by NTTA or a party other than NTTA). NTTA shall deliver evidence of the establishment of such trust account to Developer no later than the date that is six months prior to the initial Service Commencement Date. Notwithstanding the preceding provisions of this Section 2(e), however, the deadlines for NTTA's establishment of the trust account contemplated hereby and NTTA's delivery of evidence thereof to Developer shall be subject to extension in accordance with Section 35 of this Tolling Services Agreement.

3. Term; Transition of Services

- (a) The term (the "Term") of this Tolling Services Agreement commences on the date hereof and shall expire upon expiration of the Agreement, subject to earlier termination of this Tolling Services Agreement in accordance with Section 21.
- (b) NTTA shall commence performing system interface work in accordance with the schedule developed under Section 12(c). Unless otherwise specifically provided herein with respect to any specific service, NTTA shall commence performing all other services under this Tolling Services Agreement on the Service Commencement Date.
- (c) During the period commencing twenty-four months prior to October 15, 2012 (this date is intended to be six months prior to the anticipated substantial completion date) (or any extension thereof mutually agreed in writing), the Parties shall, at their cost, cooperate with each other in order to prepare, on or prior to October 15, 2012 (this date is intended to be six months prior to the anticipated substantial completion date), a mutually acceptable transition plan (with each Party agreeing not to unreasonably withhold its approval or assent thereto) that sets forth protocols, procedures and terms for (i) the transition of collection and enforcement services from NTTA to Developer or its designee respecting Transponder Transactions and Video Transactions and related Transaction data transmitted to NTTA but for which tolls have not been collected prior to

the expiration or earlier termination of this Tolling Services Agreement or the exercise by Developer of any step-in right pursuant to Section 19(d) hereof; and (ii) the delivery by NTTA to Developer, on or prior to the expiration or earlier termination of this Tolling Services Agreement or the exercise by Developer of any step-in right pursuant to Section 19(d) hereof, of reports of (A) Transactions occurring during the last five (5) years of the Term prior to the expiration or termination date, or the date of Developer's exercise of such step-in right hereunder, for which NTTA has collected and remitted tolls to Developer and received the related fees and other amounts payable to NTTA hereunder; (B) Transactions occurring during the last five (5) years of the Term prior to the expiration or termination date, or the date of Developer's exercise of such step-in right hereunder, for which NTTA has collected and remitted tolls to Developer hereunder but has not received all of the related fees and other amounts payable to NTTA hereunder; and (C) with respect to Transactions that have occurred and the data for which has been transmitted by Developer to NTTA but for which NTTA has not collected and remitted tolls to Developer or received any fees or other amounts payable to NTTA hereunder, NTTA shall transfer such Transactions to Developer, together with any information that NTTA has relating to such Transactions that may reasonably assist Developer in the collection of tolls for such Transactions. If NTTA has made payment to Developer under the terms of this Tolling Services Agreement with respect to any Transactions that NTTA has not collected or with respect to which NTTA has not received Incidental Charges associated with such Transactions, at the expiration or termination date, or the date of Developer's exercise of such step-in right hereunder, then NTTA shall be entitled (and Developer shall have no obligation) to enforce and collect such Transactions in the same manner as had been in effect immediately before the expiration or termination date, or the date of Developer's exercise of such step-in right hereunder. The foregoing does not obligate NTTA to provide professional consulting services for transition planning, except pursuant to a Change Order. Other than Transaction information described above, in no event shall the transition plan require NTTA to disclose to Developer NTTA's proprietary information or processes. The Parties will cooperate to update the transition plan once every two years (or annually if reasonably requested by either Party due to any change in circumstances). With respect to any termination of this Tolling Services Agreement other than due to a default by NTTA, NTTA shall be entitled to payment from Developer of the costs and expenses incurred by NTTA in connection with the services and reports to be furnished by NTTA to Developer pursuant to provisions of this Section 3(c) and such transition plan. Notwithstanding the preceding provisions of this Section 3(c) concerning the timing for the Parties' cooperation and preparation of a mutually acceptable transition plan and the updating of such plan, the deadlines and time frames related thereto shall be subject to adjustment and extension in accordance with Section 35 of this Tolling Services Agreement.

#### 4. Toll Collection and Enforcement Services

- (a) NTTA shall provide complete back office functions pertaining to toll collection and enforcement for the Project, consistent with the practices utilized by NTTA with respect to its own facilities. Such functions shall include the following:
- (i) Customer service operations providing all customer service representatives with access to all electronic account and toll violation information and ability to resolve most issues or questions with the customer (including HOV customers) through various contact channels, including (A) transponder distribution support, (B) walk-in customer service and support, (C) staffing and maintaining call center operations for customer and general inquiries with sufficient call handling capacity to answer calls in accordance with the Performance Standards, (D) operating and maintaining an industry-standard interactive voice response system in English and Spanish configured to allow customers, without charge, to obtain automated information, to transfer or be directed to a specific source of information, to access account maintenance functions and to speak in English or Spanish with a live customer service representative, (E) creating and managing an industry standard interactive web site, with the customer service center portion of the web site in English and Spanish, which may be used for disseminating information on NTTA's transponder program and allowing a customer to conduct secure account maintenance activities such as opening an account, changing information on an account, viewing account status and statements, replenishing an account balance and with a posted privacy notice, and such web site shall allow dissemination and receipt of information simultaneously with multiple users without unreasonable delay in responses, (F) maintaining an Internet e-mail address for all inquiries and comments regarding account maintenance matters from customers and the public, (G) receipt of and response to e-mails on a timely basis during normal business hours, and (H) the ability of customers to send facsimile communications to the customer service center 24 hours per day seven days per week, and responding to such communications during normal business hours; however, notwithstanding the foregoing, Developer acknowledges that because Developer, not NTTA, is responsible for collecting in-lane data in respect of the Project, NTTA may not be able to resolve HOV customer complaints regarding whether the customer was improperly charged a single occupancy vehicle toll rate rather than an HOV toll rate, or other HOV-related disputes, questions, or inquiries, including, but not limited to, issues regarding implementation of HOV policies; therefore, NTTA shall not be adversely affected with regard to its compliance with Performance Standards in connection with its handling of any HOV disputes (it being understood and agreed that to the extent that NTTA is reasonably able to resolve such disputes, it shall do so);

- (ii) Account management and maintenance, including setting up new personal and commercial accounts, managing transponder replacement, automatic replenishing of NTTA accounts to pre-determined levels when accounts reach low balance thresholds, accepting payments (pursuant to payment methods consistent with those utilized by NTTA with respect to its own facilities) to replenish accounts, and issuing monthly statements to NTTA account holders (or other frequency as may be agreed between NTTA and such account holders) providing an activity summary that itemizes usages, related toll charges and other Incidental Charges;
- (iii) Transponder issuance and replacement;
- (iv) Transaction and payment processing for Transponder Transactions, including posting Transponder Transactions against User transponder accounts, and debiting accounts for toll charges and Incidental Charges on a "first in" basis according to the date and time received by NTTA;
- (v) Transaction and payment processing for Video Transactions consistent with NTTA's practices regarding customers of its own facilities, including issuing billing statements to Video Transaction Users with itemization of toll charges and Incidental Charges, processing of payments received including reconciliation with billing statements, and accepting payment (pursuant to payment methods consistent with those utilized by NTTA with respect to its own facilities);
- (vi) Violation processing and enforcement in accordance with Chapter 366 of the Texas Transportation Code or other Laws applicable to NTTA and consistent with NTTA's practices regarding customers of its own facilities;
- (vii) Implementation of appropriate reporting, reconciliation, accounting, audit and quality assurance processes in accordance with Good Industry Practice, including internal controls to minimize the possibility of inadvertent and illegal diversion of Toll Revenues, and including (A) controlled access to all NTTA computer systems and subsystems, (B) control by user group scheme, (C) state of the art virus protection and firewall software and (D) maintaining a secure record of system access and breaches of security, consistent with Good Industry Practice;
- (viii) Implementation of data backup and disaster recovery in accordance with NTTA's Business Continuity Plan (the "Business Continuity Plan") as in effect from time to time (and a summary of certain terms of the Business Continuity Plan as in effect on January 15, 2008 is attached hereto as Attachment 11) and Good

Industry Practice and retention of Project-related data in accordance with Section 15(d);

- (ix) Provision to the appropriate governmental agencies or entities of the State of Texas of the calculation and information required to be furnished by NTTA pursuant to Section 228.0055(b) of the Texas Transportation Code (or any successor law thereto); and
  - (x) Provision of all staffing, supervision, support services, data services, CSC Host equipment, and materials necessary to perform such responsibilities in a timely manner.
- (b) Provided NTTA complies with Section 4(a)(vi), decisions on whether and when to issue notices and pursue collection and enforcement actions shall be within the discretion of NTTA. NTTA shall exercise such discretion in the manner it makes such decisions with respect to its own tolled roadways and in accordance with Good Industry Practice.
- (c) NTTA shall solely choose the transponders to offer to Users, consistent with Section 21 of the Technical Provisions and Section 12(h); provided that Developer reserves the right (but is not obligated) to issue its own transponders that are equivalent in utility, functionality and reliability to those issued by NTTA to any Person from and after the date either Party delivers written notice to the other Party exercising a right to terminate this Tolling Services Agreement (so long as any such notice is not rescinded) or during any period during which Developer is exercising step-in rights under this Tolling Services Agreement. NTTA shall issue and replace transponders expeditiously, consistent with the time periods applicable for replacement of transponders in respect of its own facilities. NTTA shall replace its transponders whenever a customer requests replacement, and shall be entitled to collect its standard charges therefor applicable to similar transponders issued by NTTA. NTTA shall include transponder mounting instructions with new transponders supplied to customers, and provide transponder mounting assistance at NTTA's customer service center or outlets to support successful installation consistent with the level of service provided customers on NTTA's own facilities.
- (d) NTTA shall be responsible for taking reasonable steps to minimize the number of toll violations due to misuse (e.g. improper mounting or absence of transponder) by NTTA account customers. Such responsibility shall include but not be limited to (i) providing clear transponder mounting instructions and assisting with mounting, if requested, as provided in subsection (c) above, (ii) identifying and contacting NTTA account holders identified through Video Transactions or that incur violations, (iii) contacting NTTA account holders to ascertain the reasons for such Video Transactions or violations and (iv) resolving such situations if reasonably possible (e.g. providing mounting instructions/assistance or a replacement transponder or obtaining

updated account information). NTTA shall take such steps consistent with its practices regarding customers of its own facilities.

- (e) NTTA shall determine the location or locations of its call center operations and NTTA's CSC Host. NTTA may change any such location from time to time. If NTTA changes any such location from the original location, it shall bear all costs of re-establishing necessary connections between the ETCS to the newly located NTTA CSC Host equipment in connection with such relocation. Upon the request of either Party, the Independent Engineer shall review such costs and advise the Parties concerning the accuracy of any statement thereof. Developer shall provide data to, and receive data from, NTTA by means of the ETCS and its interface with NTTA's CSC Host so as to enable NTTA to enforce and collect all toll payments from Users in a timely, accurate and efficient manner.
- (f) NTTA may establish and enforce reasonable minimum amounts for opening, maintaining and replenishing electronic tolling accounts, consistent with NTTA's practices regarding customers of its own facilities.
- (g) NTTA shall provide credit card processing services to its customers and Video Transaction Users for all major credit cards consistent with its practices regarding customers of its own facilities.
- (h) NTTA shall provide the foregoing services in accordance with the Performance Standards, the applicable provisions and requirements of this Tolling Services Agreement, and to the extent equal to or better than the foregoing requirements and standards, NTTA also shall provide the foregoing services in accordance with NTTA's standard management practices, procedures and protocols with which it performs such services and functions for its own facilities.
- (i) NTTA shall be temporarily excused from complying with the requirements and standards set forth in Section 4(h) to the extent its inability to comply is directly attributable to any failure or inability of Developer to comply with the Interface Control Document, or to meet the ETCS performance requirements set forth in Section 21.5 of the Technical Provisions. NTTA shall bear the burden of providing evidence reasonably satisfactory to Developer that NTTA exercised diligent efforts to comply.
- (j) NTTA will provide Developer access to standardized toll collection system reports described in Section 14 hereof by means of a secure website/portal (and a summary of NTTA's audit and reconciliation procedures that are followed in preparing such reports and as in effect on January 15, 2008 is attached hereto as Attachment 12).
- (k) Developer and NTTA shall conduct regular meetings (the "Developer-NTTA Regular Meetings") at least once per month, or such other frequency as the Parties mutually approve, to review, discuss and resolve matters relating to coordination, services, quality control, performance, customer service, tolling (including any issues related to erroneous

pricing set by Developer or billing by NTTA and “readability” of transferred video images), payment and other matters arising under this Tolling Services Agreement. The Parties shall schedule all meetings at a mutually convenient date, time and place. In addition to regularly scheduled meetings, Developer and NTTA shall cause their respective representatives to be available at all reasonable times (generally, during regular business hours) for consultation with one another and with the Independent Engineer.

- (l) Unless added by Change Order, NTTA shall have no right or obligation to provide under this Tolling Services Agreement (i) storefront services except such services at NTTA’s customer service centers, (ii) any public relations work for the Project, other than customer relations in the ordinary course of handling customer accounts, inquiries and communications, (iii) maintenance of a Project web site (as distinguished from NTTA’s own web site and web-based customer service center required by Section 4(a)(i)(E) and (F)), (iv) any marketing or promotional work or services for the Project, other than customer relations, and (v) any maintenance work on Developer’s toll collection system. In no event, however, shall NTTA be prohibited from providing any such services in connection with its own facilities or those of any third party.
- (m) NTTA recognizes that Developer is not entitled to charge tolls to Users with respect to any applicable portion of the Project during an Emergency Mode. Developer shall not transmit transaction data to NTTA during such periods. If Developer does so, and if NTTA reviews any such Transaction data, NTTA may charge Developer the Transaction fees and charges otherwise applicable to non-emergency Transactions hereunder (including, but not limited to, Base Transaction Fees and Variable Transaction Fees). However, NTTA shall have no obligation to review any data transmitted in connection with Emergency Mode transactions. In the event Developer transmits to NTTA’s CSC Host any Transaction that is for an Exempt Vehicle or that is a Duplicate Transaction, NTTA also may charge Developer the Transaction fees and charges otherwise applicable to non-Exempt vehicles or non-Duplicate Transactions (as the case may be) hereunder (including, but not limited to, Base Transaction Fees and Variable Transaction Fees).
- (n) NTTA shall maintain the toll account and travel records of Users as confidential information and in compliance with applicable Laws on notice of privacy practices and handle such information in accordance with this Section 4(n).
  - (i) NTTA acknowledges that the data generated by, or accumulated or collected in connection with, its services under this Tolling Services Agreement, including customer lists, customer identification numbers, customer contact information, customer account information and billing records and other customer specific information, including use and enforcement data, origin and destination information, system performance statistics, and

real time traffic flow information may consist of or include information that identifies an individual who is a patron of the Project and that is exempt from disclosure to the public or other unauthorized persons under applicable Law ("Patron Confidential Information"). Patron Confidential Information includes names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or other information that relates to any of these types of information.

- (ii) NTTA shall comply with all applicable Laws, Technical Provisions and interoperability and compatibility standards, requirements and protocols developed by NTTA, TxDOT and the state's other Toll Operators limiting, restricting or pertaining to collection, use, confidentiality, privacy, handling, retention, reporting, disclosure or dissemination of Patron Confidential Information ("Statewide Confidentiality Protocols").
- (iii) NTTA agrees to hold Patron Confidential Information relating to the use of the Project in strictest confidence and not to make use of Patron Confidential Information relating to the use of the Project for any purpose other than the performance of this Tolling Services Agreement, including toll violation processing and collection; provided, however, that to the extent Patron Confidential Information has been provided to NTTA in connection with its operation of its own facilities or its provision of services to other Toll Operators, NTTA may use and retain such Patron Confidential Information as permitted by applicable Law and any applicable Statewide Confidentiality Protocols, notwithstanding anything to the contrary contained in this Tolling Services Agreement.
- (iv) NTTA shall not release, divulge, publish, transfer, sell or disclose Patron Confidential Information relating to the use of the Project, or otherwise make it known, to any other Person except as permitted or required by applicable Laws. NTTA shall implement physical, electronic and managerial safeguards to prevent unauthorized access to Patron Confidential Information and to implement destruction of records containing Patron Confidential Information in accordance with its practices and procedures regarding customers of its own facilities.
- (v) NTTA shall disclose in writing to each User to whom NTTA issues a transponder and for whom it holds Patron Confidential Information NTTA's policies regarding privacy of Patron Confidential Information, consistent with this Section 4(n). NTTA shall deliver such written disclosure in an applicable end user agreement, and shall maintain such disclosure on its web site. NTTA shall comply with the provisions of any applicable Law

prescribing disclosure of NTTA privacy policies, including provisions on the content of disclosures and when disclosure must be given, and such compliance shall be deemed compliance with the disclosure requirements of this Section 4(n).

- (vi) NTTA's obligations relating to Patron Confidential Information shall survive expiration or termination of this Tolling Services Agreement.
- (o) In connection with any dispute regarding a Transaction, including in connection with enforcement and collection proceedings brought to collect tolls owed with respect to the Transaction, at NTTA's request Developer, at its expense, shall provide reasonable assistance and cooperation to evidence the proper operation of the ETCS and data transmission to the NTTA's CSC Host at the time of the Transaction.
- (p) Developer generally intends to obtain prepayment of tolls or otherwise handle on its own payment of tolls for operators of Special Vehicles on the Project and therefore not to involve NTTA in transaction processing for Special Vehicles. However, the Parties recognize that Video Transactions regarding Special Vehicles may be transmitted to NTTA's CSC Host because a Special Vehicle has operated on the Project without obtaining a permit and pre-paying a toll. In the event NTTA receives a Video Transaction identified in the User Classification of a Special Vehicle, and if the Special Vehicle is not an Exempt Vehicle, then NTTA shall process such Video Transaction as it customarily processes other Video Transactions.

5. Financial Interoperability Functions and Terms

- (a) NTTA will establish and implement Interoperability Functions to coordinate the settlement and payment of electronic toll charges for Transponder Transactions by vehicles equipped with transponders issued by Transponder Issuers other than NTTA. NTTA will allow the Interoperability Functions to evolve to meet the needs of an increasing number of Transponder Issuers.
- (b) Developer hereby agrees to adhere to NTTA's practices and procedures concerning compliance with applicable interoperability rules and guidelines by which all Persons involved in the Interoperability Functions will provide data for the transfer of funds (provided that NTTA will keep Developer regularly informed of such practices and procedures). NTTA shall pay Developer the amount of the toll less the interoperability fee (and less the Base Transaction Fee payable to NTTA) (and subject to any adjustments provided for in Section 6(a)(ii)) for Interoperable Transactions.

6. Compensation for Services

- (a) Fees and Deductions.

- (i) In consideration for NTTA's services hereunder, Developer shall pay NTTA the following fees:
  - (A) The Base Transaction Fee provided for in Section 6(b); plus
  - (B) The Variable Transaction Fee provided for in Section 6(c).
- (ii) The Base Transaction Fee (as calculated pursuant to Section 6(b)) and the Variable Transaction Fee (as calculated pursuant to Section 6(c)) payable to NTTA shall be subject to reduction (pursuant to Section 6(h)) by the following:
  - (A) The Delinquent Payment Deduction, calculated in accordance with Section 6(d); and
  - (B) The Non-Compliance Deduction, if any, calculated in accordance with Section 6(e).

The amount payable to NTTA pursuant to Section 6(a)(i), net of deductions provided for in this Section 6(a)(ii), is referred to in this Tolling Services Agreement as the "NTTA Compensation."

- (iii) The NTTA Compensation is inclusive of all services required under this Tolling Services Agreement, other than those added by Change Order or Change Directive. Without limiting the foregoing, NTTA expressly acknowledges that Developer shall have no obligation to compensate NTTA over and above the NTTA Compensation for any merchant bank charges or bank commissions or fees incurred by NTTA for account replenishment and for any other forms of User payment methods which involve a bank (such as check, credit card, debit card, internet payments and wire transfers), or in the case of Video Transactions, for back-office work and services provided by NTTA hereunder in respect of Video Transactions (including billing and processing payments for Video Transactions), costs of enforcement and collection, including costs of collection agencies and costs of pursuing collection in court, or of risks of inability to collect Video Transactions. This provision does not limit NTTA's right to charge Incidental Charges to customers and Users to the extent set forth in Section 6(f), or NTTA's right to additional compensation from Developer pursuant to Section 6(g).

(b) Base Transaction Fee.

- (i) Subject to Section 35, the Base Transaction Fee for each Transaction received by NTTA's CSC Host initially, as of the Service Commencement Date for the Project (or, subject to Section 35, the initial Project Segment, if Developer develops the Project in Project Segments), shall be four and one-half cents

(\$0.045) and shall increase (rounded to the nearest 1/10<sup>th</sup> cent) every two years on the anniversary of such Service Commencement Date (i.e., the second anniversary, fourth anniversary, sixth anniversary, etc.) based on an escalation rate equal to two percent (2.0%) per annum. Notwithstanding the foregoing, if the Service Commencement Date for the Project (or, subject to Section 35, the initial Project Segment, if Developer develops the Project in Project Segments) occurs in or before 2014, the Base Transaction Fee shall be and remain four and one-half cents (\$0.045) until the anniversary of such Service Commencement Date occurring during 2016, which shall be the first escalation date hereunder.

- (ii) The applicable Base Transaction Fee shall be due and payable for each Transaction (whether a Transponder Transaction, Video Transaction or Interoperable Transaction) that is recognized by the ETCS and properly transmitted to NTTA's CSC Host in accordance with the ICD (and any other criteria that may be developed and agreed upon in writing by the Parties pursuant to Section 8(f) or 9(e)) and shall be paid to NTTA by NTTA's deduction of the amount thereof from the amount of each toll transaction payment made by NTTA to Developer pursuant to Section 7 hereof. Base Transaction Fees shall be the same for all User Classifications and for all Transactions in the same Service Year, regardless of the amount of the toll for such Transactions.

(c) Variable Transaction Fee.

- (i) Subject to Section 35, the Variable Transaction Fee for each Transaction (other than Interoperable Transponder Transactions, which shall not be subject to the Variable Transaction Fee) received by NTTA's CSC Host shall be equal to three and three-quarters percent (3.75%) of the applicable toll amount (exclusive of Incidental Charges).
- (ii) The Variable Transaction Fee shall be due and payable for each Transaction, whether a Transponder Transaction (other than an Interoperable Transponder Transaction) or a Video Transaction, that is recognized by the ETCS and properly transmitted to NTTA's CSC Host in accordance with the ICD (and any other criteria that may be developed and agreed upon in writing by the Parties pursuant to Section 8(f) or 9(e)) and shall be paid to NTTA by NTTA's deduction of the amount thereof from the amount of each toll transaction payment made by NTTA to Developer pursuant to Section 7 hereof.

(d) Delinquent Payment Deduction.

- (i) A Delinquent Payment Deduction will be made for any Payment Period in which NTTA fails to make a timely payment to Developer

in accordance with Section 7. The Delinquent Payment Deduction shall be payable as a monthly adjustment in accordance with Section 6(h) and shall be reported to Developer in a monthly Delinquent Payment Deduction report to be delivered to Developer by NTTA pursuant to Section 14(d).

- (ii) The Delinquent Payment Deduction will be determined in accordance with the following formula (and an example of the calculation of the Delinquent Payment Deduction is attached hereto as Attachment 8):

$$\begin{array}{l} \text{Delinquent Payment Deduction} \\ n,m \\ \text{(Year } n = 1 \text{ to } \_\_\_ \text{ and Month } m \\ = 1 \text{ to } 12) \end{array} = \frac{\sum \text{Daily Delinquent Payment Deduction } n,m \times \text{Duration}}{365 \text{ (or } 366, \text{ in leap years)} \times \text{Interest Rate } n,m}$$

Where:

$$\begin{array}{l} \text{Daily Delinquent Payment} \\ \text{Deduction } n,m \end{array} = \begin{array}{l} \text{Total payments due Developer on} \\ \text{each day during Month } m \text{ of Year} \\ n \text{ that are not timely paid by} \\ \text{NTTA when due under } \underline{\text{Section 7}} \end{array}$$

$$\begin{array}{l} \text{Duration} \end{array} = \begin{array}{l} \text{The number of calendar days} \\ \text{from the date a payment under} \\ \underline{\text{Section 7}} \text{ is due until the date} \\ \text{such payment is made to} \\ \text{Developer.} \end{array}$$

$$\begin{array}{l} \text{Interest Rate } n,m \end{array} = \begin{array}{l} \text{Interest at a rate equal to the} \\ \text{LIBOR in effect on the first day of} \\ \text{Month } m \text{ in Year } n \text{ plus } 400 \text{ basis} \\ \text{points} \end{array}$$

(e) Non-Compliance Deduction.

- (i) A Non-Compliance Deduction will be made for any Payment Period in which NTTA is assessed Non-Compliance Points in respect of such Payment Period. The Non-Compliance Deduction shall be payable as a monthly adjustment in accordance with Section 6(h). The Non-Compliance Deduction will be calculated as follows (and an example of the calculation of the Non-Compliance Deduction is attached hereto as Attachment 9):

Non-Compliance Deduction  $n,m$  (Year  $n = 1$  to \_\_\_\_ and Month  $m = 1$  to 12) = Monthly Non-Compliance Deduction  $n,m$

Where:

Monthly Non-Compliance Deduction  $n,m$  = Monthly Non-Compliance Reduction Percent x NTTA Compensation  $n,m$

Monthly Non-Compliance Reduction Percent = The percent reduction to the NTTA Compensation associated with the Non-Compliance Points for Month  $m$  as identified in Table 6(e)-1 below

NTTA Compensation  $n,m$  = Base Transaction Fees for Period  $n,m$  + Variable Transaction Fees for Period  $n,m$

Table 6(e)-1 – Monthly Non-Compliance Reduction Percent

Non-Compliance Points for Period $n,m$	Monthly Non-Compliance Reduction Percent for Period $n,m$
0 to 16	0%
17 to 24	2%
25 to 33	8%
34 to 44	20%
45 or more	35%

- (ii) Subject to Section 6(e)(iii), each month NTTA will assign Non-Compliance Points to its performance in accordance with the Performance Standards and the terms hereof and will report the same to Developer in the monthly Non-Compliance Deduction report to be delivered to Developer pursuant to Section 14(e) no later than 15 days after the end of such month. Any related Non-Compliance Deduction shall be paid by NTTA in connection with the monthly adjustments provided for in Section 6(h). Upon the written request of Developer, in addition to such monthly Non-Compliance Deduction report, NTTA shall furnish to Developer reasonably detailed information and support for NTTA's determination of such Non-Compliance Points. Non-Compliance Points shall not be assessed under more than one category for any particular event or circumstance that is a breach or failure. Where a single act or omission gives rise to more than one breach or failure, it shall be treated as a single breach or failure for the purpose of assessing Non-Compliance Points, and the highest amount of Non-Compliance Points under the relevant breaches or failures shall apply. Upon the request of either Party, the Independent Engineer may review any determination of Non-

Compliance Points by NTTA hereunder and advise the Parties concerning the accuracy thereof. Developer and the Independent Engineer each shall have the right to inspect and audit NTTA's books and records concerning the determination of Non-Compliance Points and Non-Compliance Deductions pursuant to Section 15(b) and (c). Any disagreement between the Parties concerning the assignment of Non-Compliance Points shall be resolved pursuant to Section 20 hereof.

- (iii) No Non-Compliance Points will be assigned to a failure of NTTA to achieve the performance required in accordance with the Performance Standards and the other standards set forth herein if such failure to perform is (A) directed by Developer, (B) planned by NTTA and consented to, in advance in writing, by Developer, (C) directly caused by the acts or omissions of Developer or (D) excused pursuant to Section 22(d).

(f) Incidental Charges to Users.

In addition to the NTTA Compensation, NTTA shall have the right to impose on and collect from Users, and retain as additional compensation, Incidental Charges consistent with NTTA's practices concerning customers of its own facilities; provided that Developer shall have no liability for NTTA's inability to collect the same from Users.

(g) Additional Fees and Charges Payable By Developer.

In addition to the NTTA Compensation, Developer shall pay to NTTA its demonstrated and actual additional administrative and processing costs and expenses, except those capable of being reasonably mitigated, incurred to perform services under this Tolling Services Agreement directly attributable to any failure or inability of Developer to meet the ETCS performance requirements set forth in Section 21.5 of the Technical Provisions. (Developer recognizes and acknowledges that such additional costs and expenses will not be compensated by any Non-Compliance Points liquidated damages that may be assessed and paid to TxDOT under the Agreement by reason of any such failure, because the same were estimated and agreed to only to cover damages to TxDOT in its capacity as a Party to the Agreement and not NTTA's capacity as a provider of the services set forth in this Tolling Services Agreement.) In addition, Developer shall pay to NTTA all sums due in accordance with the terms of any Change Orders or Change Directives. Amounts payable to NTTA pursuant to this Section 6(g) (other than amounts payable under the previous sentence) shall be payable by monthly adjustments pursuant to Section 6(h).

(h) Monthly Adjustments.

For each calendar month during the Term, NTTA shall deliver to Developer, by the 15<sup>th</sup> day of the immediately succeeding calendar

month, a report of adjustments made in respect of Transactions during such month and adjustments owing in respect of other matters processed during such month, in each case as contemplated hereunder and with each such report to be in reasonable detail. The report shall cover each of the following, with the related adjustment to be made as follows:

- (i) Such report shall set forth all Transaction adjustments made during such calendar month in respect of (A) Unpostable Transponder Transactions that have not been reclassified as a Video Transaction, (B) Duplicate Transactions previously paid by NTTA, (C) unpursuable Video Transactions (e.g., Transactions involving vehicles that are not Candidate Vehicles), (D) adjustments resulting from User disputes and (E) adjustments relating to refunds to accounts or Video Transaction Users due to inaccurate toll charges and inaccurate Transactions transmitted from Developer to NTTA. Such adjustment shall be made each Business Day during the applicable calendar month as contemplated by Section 7(a) and (b). Such adjustments shall be applied on a daily basis to the toll Transaction payment owing to Developer pursuant to Section 7.
- (ii) Such report also shall set forth all adjustments to be made in respect of the calendar month covered thereby for (A) any amounts owing to NTTA from Developer pursuant to Section 6(g); (B) Delinquent Payment Deductions and Non-Compliance Deductions owing to Developer from NTTA; and (C) any other amounts subject to adjustment pursuant to the terms of this Tolling Services Agreement (including, but not limited to, any refunds provided for in Section 11(c) hereof). Such report shall reasonably describe the basis for the amounts owing for each of the foregoing items and the net amount owing in respect thereof shall be payable by the applicable payor Party to the applicable payee Party within 15 days after the due date for delivery of such report. For the avoidance of doubt, however, the delivery of such report shall not be a condition to any adjustment otherwise required for Delinquent Payment Deductions and Non-Compliance Deductions hereunder.

NTTA Compensation and other amounts payable in accordance with this Section 6(h) not paid when due (other than as a consequence of NTTA's failure to timely deduct payments owing to it when it has the right hereunder to make such deductions from toll payments to be made to Developer hereunder) shall bear interest and late charges as provided in Section 19(f).

- (i) Disputed Amounts.
  - (i) In the event either Party disputes any amount that is to be payable by or to such Party pursuant to a monthly adjustment in accordance with Section 6(h), then (A) such Party shall, within 14

days after delivering or receiving (as the case may be) notice or an invoice or statement for such amount, deliver written notice to the other Party of the amount in dispute and the reasons for dispute and (B) the Party from which the disputed amount is payable shall, within the time period for payment of the invoice, deposit into the Toll Operator Dispute Account under the Project Trust Agreement an amount equal to 105% of the amount in dispute and notify the other Party in writing that such deposit has been made.

- (ii) The amount so deposited under clause (i) above shall be maintained in the Toll Operator Dispute Account until the dispute is finally determined, at which time all amounts due the payee Party, if any, shall be immediately released from the Toll Operator Dispute Account to pay the amount due, including any late charge and interest. If the amount in the Toll Operator Dispute Account is insufficient to pay the amount finally determined to be due, including any late charge and interest, the payor Party shall immediately satisfy the balance of the amount due from other sources. If the amount in the Toll Operator Dispute Account exceeds the amount finally determined to be due, if any, the excess shall be immediately released to the payor Party, together with any interest earnings in the Toll Operator Dispute Account attributable to the excess funds so released to the payor Party.

#### 7. Toll Transaction Payments to Developer

- (a) Subject to Sections 7(c) and 7(d), and except as provided otherwise in Section 22(d), for each Transponder Transaction, NTTA shall deposit or cause to be deposited with the trustee under the Project Trust Agreement an amount equal to the toll for the Transponder Transaction (i.e., the toll charge indicated by Developer as contemplated by Section 11(a)), less fees payable under Section 6 and adjustments made pursuant to Section 6(h) (other than monthly adjustments provided for in Section 6(h)(ii)), within two Business Days after the date the Transponder Transaction has been properly transmitted to NTTA's CSC Host in accordance with the ICD. Notwithstanding the foregoing (but subject to Sections 7(c) and 7(d), and except as provided in Section 22(d)), with respect to any Transponder Transaction for which Developer does not receive an acknowledgment of receipt by NTTA's CSC Host in accordance with the ICD, (x) if Developer has both notified NTTA of such attempted transmittal and also made arrangements with NTTA either for the transmittal or for the delivery to NTTA of the applicable Transponder Transaction data in digital form in accordance with the ICD within four hours after Developer's initial transmittal of such Transponder Transaction to NTTA's CSC Host in accordance with the ICD, then NTTA shall be obligated to deposit or cause to be deposited the applicable amount within such two Business Day period from the date and time of the initial transmittal, and (y) if Developer shall not have both so notified NTTA of such attempted transmittal and also made arrangements with

NTTA either for the transmittal or for the delivery to NTTA of the applicable Transponder Transaction data in digital form in accordance with the ICD within such four hour period, then the period within which NTTA is obligated to deposit or cause to be deposited the applicable amount shall be extended to the corresponding time, less four hours, on the date that is two Business Days from the date and time that Developer shall have both so notified NTTA of such transmittal and also so made arrangements with NTTA either for the transmittal or for the delivery to NTTA of the applicable Transponder Transaction data in digital form in accordance with the ICD. The applicable amount shall be due and payable regardless of whether NTTA actually collects the applicable toll amount from the applicable User. For the avoidance of doubt, the toll to be remitted to Developer pursuant to this Section 7(a) does not include any Incidental Charges.

- (b) Subject to Sections 7(c) and (d), and except as provided otherwise in Section 22(d), for each Video Transaction, NTTA shall deposit or cause to be deposited with the trustee under the Project Trust Agreement an amount equal to the toll for the Video Transaction (i.e., the toll charge indicated by Developer as contemplated by Section 11(a)), less fees payable under Section 6 and adjustments made pursuant to Section 6(h) (other than monthly adjustments provided for in Section 6(h)(ii)), within two Business Days after the date the Video Transaction has been properly transmitted to NTTA's CSC Host in accordance with the ICD. Notwithstanding the foregoing (but subject to Sections 7(c) and 7(d), and except as provided in Section 22(d)), with respect to any Video Transaction for which Developer does not receive an acknowledgment of receipt by NTTA's CSC Host in accordance with the ICD, (x) if Developer has both notified NTTA of such attempted transmittal and also made arrangements with NTTA either for the transmittal or for the delivery to NTTA of the applicable Video Transaction data in digital form in accordance with the ICD within four hours after Developer's initial transmittal of such Video Transaction to NTTA's CSC Host in accordance with the ICD, then NTTA shall be obligated to deposit or cause to be deposited the applicable amount within such two Business Day period from the date and time of the initial transmittal, and (y) if Developer shall not have both so notified NTTA of such attempted transmittal and also made arrangements with NTTA either for the transmittal or for the delivery to NTTA of the applicable Video Transaction data in digital form in accordance with the ICD within such four hour period, then the period within which NTTA is obligated to deposit or cause to be deposited the applicable amount shall be extended to the corresponding time, less four hours, on the date that is two Business Days from the date and time that Developer shall have both so notified NTTA of such transmittal and also so made arrangements with NTTA either for the transmittal or for the delivery to NTTA of the applicable Video Transaction data in digital form in accordance with the ICD. The applicable amount shall be due and payable regardless of whether NTTA actually collects the applicable toll amount from the applicable User. For the avoidance of doubt, the toll to

be remitted to Developer pursuant to this Section 7(b) does not include any Incidental Charges.

- (c) If Developer transmits to NTTA's CSC Host on any given day more than two full days of Transactions, NTTA shall be entitled to reasonable extensions of the deadlines for payment set forth in Sections 7(a) and (b) to the extent that NTTA bears the burden of providing evidence reasonably satisfactory to Developer that despite diligent efforts to process the Transactions NTTA was unable to complete processing within the deadlines provided due to the added volume of Transactions transmitted during the day.
- (d) If (A) for any reason other than a delay attributable to NTTA (including any delay resulting from NTTA's failure to include in the applicable report referenced in Section 14(a) information concerning the reclassification of any Transponder Transaction) Developer first transmits to NTTA's CSC Host sets of Transaction data more than 30 days after the date the Transactions occurred (or in the case of any Transaction that has been reclassified, more than 30 days after the date on which Developer has been notified of the reclassification), and (B) NTTA bears the burden of providing evidence reasonably satisfactory to Developer that NTTA's rate of collection of the toll charges associated with such set of Transaction data (despite its commercially reasonable efforts to collect) is lower than the rate of collection it would have realized had transmission occurred without such delay, using the same billing, collection and enforcement practices and procedures, then NTTA shall have the right to recover from Developer NTTA's loss of toll charge collections so proven.
- (e) NTTA acknowledges that the requirement to make payments to the trustee under the Project Trust Agreement in accordance with the terms hereof is for the benefit and protection of TxDOT, Developer and Developer's Lenders, and is necessary for Developer to comply with the Agreement and the Project Trust Agreement. Accordingly, NTTA shall not make any payments directly to Developer, or to any Person other than such trustee, without TxDOT's and Developer's prior written approval.

## 8. Video Transactions

- (a) Developer's obligations regarding transmission of video imagery data to NTTA's CSC Host are as follows:
  - (i) For Transponder Transactions where the status of the transponder indicated in the Consolidated Master List at the time of the Transaction is other than "Good", Developer shall transmit to NTTA the Transponder Transaction, video images of license plates and video data as required by the ICD;
  - (ii) For all other Transponder Transactions where the status of the transponder indicated in the Consolidated Master List at the time of the Transaction is "Good" and the User Classification

- determined by Developer does not match the User Classification associated with the transponder as indicated in the Consolidated Master List at the time of the Transaction, Developer shall transmit to NTTA the Transponder Transaction, video images of license plates and video data as required by the ICD;
- (iii) For all Video Transactions where a transponder is recorded but not listed in the Consolidated Master List, Developer shall transmit to NTTA the video images of license plates and video data as required by the ICD, as well as the transponder information;
  - (iv) For all Video Transactions, in the event a license plate in a Video Transaction is on the Consolidated Master List, the Video Transaction shall be denoted as such in accordance with the ICD, shall state license plate's alpha-numeric or personalized information, and shall include video images of the license plates and video data as required by the ICD; and
  - (v) For all other Video Transactions, Developer shall transmit to NTTA the video images of license plates and video data as required by the ICD.
- (b) For all Video Transactions where license plates match a current customer account record, NTTA shall make an attempt to post the Transaction to the customer account and reclassify the Video Transaction to a Transponder Transaction.
  - (c) NTTA shall issue a statement to each Video Transaction User (for whom NTTA has necessary registration and mailing address information) and shall provide each such Video Transaction User the opportunity to pay such invoice, in each case consistent with NTTA's practices regarding customers of its own facilities, prior to treating such Video Transaction as a violation or initiating violation processing and procedures against such Video Transaction User. If a Video Transaction User shall fail to pay any such statement within the applicable allotted time period, then NTTA may initiate violation processing and procedures against such Video Transaction User, consistent with NTTA's policies regarding customers of its own facilities.
  - (d) For the purpose of Section 8(c), "issue" means the billing statement accurately sets forth the toll charges, including the Incidental Charges, and is deposited in the U.S. mail, proper postage prepaid.
  - (e) The reports provided for in Section 14(a) will include information referencing each Transponder Transaction that has been reclassified to a Video Transaction within one Business Day following such reclassification (and with any such reclassification to be made within 31 days after NTTA's receipt of the applicable Transponder Transaction or such other time period as applies from time to time under the applicable interoperability agreement).

- (f) Following the execution of this Tolling Services Agreement and at least six months before the projected Service Commencement Date for the Project (or the initial Project Segment, if Developer develops the Project in Project Segments), Developer and NTTA shall cooperate with each other to discuss whether there should be implemented any objective criteria, in addition to the requirements of the ICD, for the rejection of Video Transactions that may require further review by Developer before acceptance and processing by NTTA. Neither party shall be obligated to accept such additional requirements.
- (g) Notwithstanding anything to the contrary set forth in this Tolling Services Agreement, any reference in this Tolling Services Agreement to the delivery of video data or images of license plates shall be deemed to be a reference to an image of either the front or the back license plate as provided in clause (b) of the definition of "Candidate Vehicle" (except that, as provided in such clause (b), the image must be of the front license plate in the case of a vehicle with a trailer).

9. Transponder Transactions

- (a) Before Developer transmits a Transaction to NTTA's CSC Host, Developer shall compare the transponder to the most recently updated version of the Consolidated Master List. If the transponder is listed as "Good" in the Consolidated Master List, Developer shall transmit the Transponder Transaction (for this purpose, determined to be a Transponder Transaction without reference to the sufficiency of funds in the applicable customer account) as required by the ICD, but if such Transponder Transaction is determined to be an Unpostable Transponder Transaction, then NTTA shall, for NTTA accounts, request from Developer video images and video data (as required by the ICD and as contemplated herein) within seven days of NTTA's receipt of the applicable Transponder Transaction (but without prejudice to the right of Developer to submit such video images (as required by the ICD and as contemplated herein) at any time following the date on which the reclassification of the applicable Transponder Transaction to an Unpostable Transponder Transaction is included in a report provided for in Section 14(a), as provided in Section 8(e)). If Developer elects not to send such video images and video data within seven days following NTTA's request, and the Transaction is not postable, the Transaction will be adjusted as one not involving a Candidate Vehicle until such time as Developer resubmits the Transaction with the video images and video data.
- (b) If a Transponder Issuer (including NTTA) rejects due to insufficient funds NTTA's settlement of a Transaction on the Project by the Transponder Issuer's customer that was originally characterized as a Transponder Transaction (prior to such determination of insufficient funds), NTTA will resubmit the Transaction for settlement consistent with NTTA's practices regarding customers of its own facilities prior to mailing a Video Transaction billing statement to the customer on account of the rejected

Transaction. NTTA shall advise Developer and request a video image and video data, within seven days of NTTA's receipt of the applicable Transponder Transaction, with respect to any such Transaction that is not settled by the Transponder Issuer within that time frame. For the avoidance of doubt, a Transaction that was originally characterized as a Transponder Transaction is automatically reclassified as a Video Transaction if both (i) the video image is available, and (ii) the account persists to have insufficient funds to pay the full toll for the Transaction through the Business Day prior to the Business Day on which NTTA would mail a Video Transaction billing statement in accordance with NTTA's practices regarding customers of its own facilities. If the video image is unavailable and the account so persists to have insufficient funds, however, then the Transaction will be adjusted as one not involving a Candidate Vehicle unless and until such time as Developer resubmits the Transaction with video images and video data.

- (c) If a vehicle is associated with a transponder issued by NTTA or by another Toll Operator or Transponder Issuer and associated with an account that is not closed at the time of transmission, but it is evident that a Transponder Transaction is not recorded because the transponder is not properly mounted or not properly functioning, NTTA shall use reasonable efforts, in accordance with NTTA's practices regarding customers of its own facilities, to notify the account holder and rectify or cause to be rectified the problem with the transponder.
- (d) The Base Transaction Fees and Variable Transaction Fees are inclusive of any transaction fees and charges by other Toll Operators and Transponder Issuers, including TxDOT, in connection with account management and fund transfers for Transponder Transactions on the Project by their account holders (other than any interoperability fees required to be paid by Developer hereunder) and Developer shall not be responsible for any such additional charges or fees.
- (e) Following the execution of this Tolling Services Agreement and at least six months before the projected Service Commencement Date for the Project (or the initial Project Segment, if Developer develops the Project in Project Segments), Developer and NTTA shall cooperate with each other to discuss whether there should be implemented any objective criteria, in addition to the requirements of the ICD, for the rejection of Transponder Transactions that may require further review by Developer before acceptance and processing by NTTA. Neither party shall be obligated to accept such additional requirements.

10. No Duty to Enforce, Collect or Pay

- (a) Developer shall be responsible for determining whether a vehicle is a Candidate Vehicle. NTTA shall have no duty to attempt to collect or enforce a toll, or to pay Developer for Transactions, respecting a vehicle traveling on the Project where the vehicle is not a Candidate Vehicle; provided, however, that if NTTA does collect a toll respecting any such

vehicle, it shall pay Developer the toll collected and shall be entitled to NTTA Compensation for such Transaction. Whether NTTA has received an unobstructed readable video image (as defined in the definition of Candidate Vehicle) shall be determined in accordance with Good Industry Practice. NTTA shall provide Developer access to NTTA's standard exception reports indicating Transactions that involve vehicles that are not Candidate Vehicles. If NTTA shall pay Developer a toll for any such Transaction, it shall be entitled to reimbursement or adjustment in respect thereof pursuant to Sections 6(g) and (h), and NTTA shall have no obligation to pursue collection or enforcement of such Transaction.

- (b) NTTA shall have no duty to accept for processing transmissions of Transaction data not in the format and having the content required by the Interface Control Document (or by any other criteria that may be developed and agreed upon in writing by the Parties pursuant to Section 8(f) or 9(e)). If NTTA accepts such data for processing, then the matter shall be treated as a Transaction for all purposes under this Tolling Services Agreement, except as provided otherwise in Section 10(a). If NTTA does not accept such data, (i) NTTA shall reject the data in accordance with the ICD, and (ii) NTTA shall not be entitled to process the matter for collection or enforcement unless and until it subsequently accepts transmission of the data.

11. Overcharges; Credits to Account Holders

- (a) NTTA shall charge the toll charge indicated by Developer. Developer shall be responsible for determining the applicable toll charge that corresponds to each Transaction based upon User Classification, Developer's applicable toll schedule or dynamic pricing model, and any applicable high occupancy vehicle discount and correctly communicating such information to NTTA. For the avoidance of doubt, if Developer states a toll charge for a Transponder Transaction or a Video Transaction different from the toll charge for the User Classification associated with the applicable customer account, NTTA shall charge the toll charge as indicated by Developer.
- (b) Under no circumstances shall NTTA charge any User a toll in addition to or higher than the toll charge transmitted from Developer to NTTA, except that NTTA may charge for the Incidental Charges authorized hereunder. NTTA shall refund to any User any toll or Incidental Charge NTTA charges in violation of this provision.
- (c) If NTTA is or becomes aware that any account or Video Transaction User has been overcharged or incorrectly charged for use of the Project by reason of inaccurate toll charges transmitted from Developer to NTTA, including but not limited to by reason of incorrect transmission by Developer of dynamic pricing information or failure to properly account for an applicable high occupancy vehicle discount, NTTA shall have the right and the obligation to arrange for a refund to the subject account or Video Transaction User as part of the monthly adjustment provided for in

Section 6(h); provided, however, that NTTA shall always be obligated to promptly arrange for such refund if it has received payment of such overcharge from Developer or the trustee under the Project Trust Agreement, as the case may be, pursuant to the immediately following sentence. Alternately, NTTA shall have the right to invoice Developer or the trustee under the Project Trust Agreement, in writing or electronically, for the overcharge or incorrect charge, and Developer shall pay, or cause the trustee under the Project Trust Agreement to pay from the Toll Revenue Account, such invoiced amount within two Business Days after receipt of the invoice, and following receipt of such invoiced amount, NTTA shall promptly refund such amount to the relevant account or Video Transaction User. Notwithstanding the foregoing, however, in connection with each refund or reimbursement, NTTA shall have no obligation to recalculate or adjust its Transaction fees in accordance with Section 6 (i.e. based on the correct toll charges). The determination of whether there has been an overcharge or incorrect charge in connection with a customer dispute shall be made pursuant to written guidelines furnished by Developer, or if Developer does not furnish such guidelines, in accordance with NTTA's practices and procedures utilized with respect to its own facilities.

12. System Technology Interface; Interoperability

- (a) Developer at its expense shall design, install, operate and maintain the ETCS and interconnections of the ETCS with NTTA's CSC Host. Such design and installation shall be consistent with, and meet all requirements of, the Interface Control Document attached hereto as Attachment 3. NTTA shall reasonably cooperate with Developer in fulfilling its obligations under this Section 12(a).
- (b) NTTA at its expense shall supply, operate and maintain NTTA's CSC Host and facilitate interconnection of the ETCS to NTTA's CSC Host. NTTA's CSC Host shall be consistent with, and meet all requirements of, the Interface Control Document attached hereto as Attachment 3.
- (c) NTTA shall diligently cooperate and coordinate with Developer in its efforts to conduct and satisfy all demonstration and performance testing of interconnection and interoperability of the ETCS with the NTTA's CSC Host, in accordance with Developer's testing and commissioning plans. Without limiting the foregoing, NTTA shall cooperate with Developer in preparing and adhering to a reasonable schedule for interconnecting the ETCS with NTTA's CSC Host and for conducting such testing, so that NTTA does not cause delay to Developer's critical path for meeting Completion Deadlines under the Agreement. In addition, NTTA shall conduct testing prior to Substantial Completion of the Project (or the initial Project Segment if Developer develops the Project in Project Segments), pursuant to a plan and schedule reasonably acceptable to Developer, to demonstrate to Developer the capability of NTTA's information technology and management systems and personnel to effectively receive, track, process and report Transaction data for both Transponder Transactions

and Video Transactions. Unless otherwise agreed in writing by NTTA and Developer, NTTA and Developer shall conduct demonstration and performance testing of interconnection and interoperability of the ETCS with NTTA's CSC Host at least 90 days before the projected date of Substantial Completion of the Project (or the initial Project Segment if Developer develops the Project in Project Segments), with a view to the Parties' identification and correction of any problems no later than 60 days before the date of such Substantial Completion. The Independent Engineer shall participate with, and assist and advise, the Parties in connection with the development of the interconnection schedule and the demonstration and performance testing of interconnection and interoperability of the ETCS with NTTA's CSC Host as contemplated by this Section 12(c), including advising the Parties concerning the resolution of disagreements or problems related to such interconnection and interoperability and certification of operational readiness of the toll system. The Independent Engineer shall provide the same services in connection with the resumption or recovery of tolling services following any major interruption thereof at any time during the Term.

- (d) NTTA will consolidate the Transponder Issuers' master lists and updates (such consolidation being the "Consolidated Master List") of all known transponders and their current known status and electronically distribute the consolidated information to Developer. Status designations shall be in accordance with the certain Interface Control Document issued by NTTA and entitled "Interop-ICD-02: TVL," Revision 2.04 (September 2007) (or any successor thereto). NTTA will make such electronic distribution of the Consolidated Master List to Developer daily.
- (e) Developer shall be responsible for transmitting toll rates for each Transaction corresponding to Developer's dynamic pricing model and for identifying all Transactions that qualify for a high occupancy vehicle discount.
- (f) So long as this Tolling Services Agreement is in effect, Developer shall deploy toll system technology for the Project that does not adversely affect reliability of, or ability to meet applicable standards in the Technical Provisions or most recently issued Interface Control Document for, transmission of data to NTTA's CSC Host (provided, however, that if NTTA modifies the requirements of NTTA's systems and such modifications are not attributable to a change required by this Tolling Services Agreement or by a Change Order or Change Directive benefiting the Project, then NTTA shall reimburse Developer for Developer's reasonable costs of any modifications Developer is required to make to comply with such modified requirements).
- (g) NTTA acknowledges and agrees that Developer may create and apply its own business rules for assisting in the proper determination of Transactions by Users and tolls due from Users, so long as the business rules are consistent with the Agreement, Technical Provisions, Project Management Plan, this Tolling Services Agreement and Good Industry

Practice. Developer may implement such business rules through logical routines incorporated into its tolling system. Subject to Section 11(c), NTTA shall accept and process data developed from application of such business rules and transmitted to NTTA's CSC Host. For the avoidance of doubt, unless otherwise agreed in writing by NTTA and Developer, tolling on the Project shall be conducted on a transaction, rather than a trip, basis, and will involve a single point of payment-, barrier-type toll collection process.

- (h) So long as this Tolling Services Agreement is in effect, NTTA shall adopt and issue new types or models of transponders in accordance with applicable Texas statewide interoperability requirements. NTTA and Developer acknowledge that the benchmark performance standards for transponders under interoperability requirements in effect as of the date of execution hereof limit the types and models of transponders to those that are ATA (American Trucking Association)-compliant and equal to or better than the performance levels of the transponders listed in Attachment 4 to this Tolling Services Agreement.
- (i) NTTA acknowledges that pursuant to a certain Texas statewide interoperability Interlocal Agreement, NTTA and TxDOT have agreed to maintain interoperability with each other regarding the deployment of tolling technology, including transponders. During the Term of this Tolling Services Agreement, if NTTA, or any statewide interoperability group of which NTTA is a party or member, desires to initiate or propose any changes in interoperability standards, protocols, rules or procedures, NTTA will use reasonable efforts to notify Developer 90 days in advance of such changes; provided that if NTTA determines that a change is required to be implemented in a shorter time period, NTTA will use reasonable efforts to notify Developer as soon as possible following such determination. Following such notice, NTTA shall consult with Developer in good faith to explain the proposed change and obtain Developer's analysis of the potential impacts on Developer's revenues and expenses, and Developer's alternative approaches, if any. NTTA also will discuss any updates or other information NTTA may have with respect thereto during the NTTA-Developer Regular Meetings. NTTA shall take Developer's analysis and suggested alternatives into consideration and shall attempt in good faith to inform the other members of such statewide interoperability group of Developer's concerns (without any obligation to act as an advocate of any of Developer's positions); but Developer shall have no right to prevent, disapprove or modify any proposed change. During the Term of this Tolling Services Agreement, NTTA shall promptly deliver to Developer written notice of any change in interoperability standards, protocols, rules or procedures agreed to with TxDOT.
- (j) In the event that Developer shall exercise its step-in rights hereunder (either directly or through its designee), NTTA agrees that any interoperable fees payable to NTTA in respect of each of the first 18 months from and after the date Developer or its designee commences the performance of services pursuant to its exercise of such step-in rights

shall not exceed the average monthly NTTA Compensation paid to NTTA hereunder for the six full calendar months prior to the date Developer or its designee so commences the performance of such services. For the avoidance of doubt, the interoperable fees referred to in this Section 12(j) shall be the interoperable fees that may be payable to NTTA pursuant to interoperability agreements to which NTTA is a party or bound or in which NTTA participates at any applicable time or times, separate and apart from this Tolling Services Agreement.

13. Intellectual Property and Licensing; Promotional Plan

- (a) If Developer utilizes any tolling system architecture, design, process, method or invention that is protected by Intellectual Property Rights of another Person, then before requiring NTTA to provide any services under this Tolling Services Agreement that utilize any such protected item, Developer shall obtain and provide to NTTA, without cost to NTTA, any licenses that are required in order for NTTA to accept data and transactions derived from the matter so protected and to otherwise perform services using such protected items. Developer shall indemnify, protect, defend and hold harmless NTTA from any loss, cost, liability, obligation or expense arising out of any infringement by NTTA of any such Intellectual Property Rights in the performance of this Tolling Services Agreement (except to the extent that any such loss, cost, liability, obligation or expense relates to a modification to such Intellectual Property Rights made by NTTA without authorization by Developer).
- (b) If Developer by Change Order or Change Directive requires NTTA to modify any portion of NTTA's RITE (Regional Integrated Toll Enhancements) System, Developer shall have no right, title, or interest in or to any such modification.
- (c) NTTA hereby grants to Developer a fully paid up, non-exclusive, license to use NTTA's name, logos, trademarks and brands during the Term of this Tolling Services Agreement in connection with the Project and Developer's operation thereof, including maintenance of NTTA's name, logos, trademarks and brands on the roadway, on the Project web site and in Developer's promotional and marketing materials for the Project; provided that the location, context and appearance of all displays of NTTA's name, logos, trademarks and brands shall be subject to NTTA's prior review and prior written approval. NTTA shall not unreasonably withhold its approval; and NTTA shall be deemed to approve unless it delivers to Developer written objection or disapproval, including the reasons therefor and any changes needed to obtain approval, within 14 days after NTTA receives written request for approval including the proposed usage. The license granted hereby shall automatically expire upon expiration or earlier termination of this Tolling Services Agreement, unless NTTA otherwise agrees in writing.
- (d) At least 120 days prior to the Service Commencement Date for the Project (or the initial Project Segment, if Developer develops the Project

in Project Segments), Developer and NTTA shall prepare a mutually acceptable plan for identifying, promoting and advertising NTTA's association with the Project. Such plan shall include a signage and display plan for placing and maintaining on the Project Right of Way, in accordance with applicable Laws, signs and displays of NTTA's name, logo and brand, as well as other measures for informing the public of NTTA's involvement with the Project and availability of NTTA transponders for use on the Project, consistent with NTTA's marketing activities in respect of its own facilities (and a summary of NTTA's marketing and distribution activities in effect on January 15, 2008 is attached hereto as Attachment 13). Developer and NTTA shall update the plan as reasonably required from time to time, and shall diligently implement the plan and updates thereto. Lack of agreement on the plan or updates shall not affect continuance of the license granted under Section 13(c). Unless otherwise mutually agreed in writing, Developer shall bear the cost of obtaining, erecting, maintaining, replacing and removing (unless removal is being effected as a consequence of a default hereunder by NTTA or exercise of Developer's step-in rights hereunder) operational signage and displays required to indicate to Users that NTTA is providing tolling services in respect of the Project, and NTTA shall bear the cost of obtaining, erecting, maintaining, replacing and removing (unless removal is being effected as a consequence of a default hereunder by Developer) signage and displays advertising and promoting NTTA that are provided for in the approved plan (or otherwise approved in writing by NTTA and Developer). On or prior to expiration or earlier termination of this Tolling Services Agreement, all such signs and displays containing NTTA's name, logos, trademarks and brands shall be removed from the Project Right of Way, and Developer shall cease use of NTTA's name, logos, trademarks and brands, unless the parties otherwise agree in writing. Developer reserves the right to conduct additional marketing.

- (e) The plan for promoting and advertising NTTA's association with the Project shall be subject to TxDOT's prior written approval for compliance with prohibitions under the Agreement on Developer's naming or branding of the Project.
- (f) Nothing in this Section 13 grants to NTTA any exclusive rights regarding use or display of names, logos, trademarks or brands of Transponder Issuers, or regarding marketing and promotion by Transponder Issuers, in connection with the Project. NTTA reserves the right to challenge other Transponder Issuers that use logos, trademarks or brands that infringe upon NTTA's rights in its own logos, trademarks or brands.
- (g) Subject to Section 13(b), any systems that may be developed on Developer's behalf that do not incorporate any technology owned or licensed by NTTA and that are paid for by Developer shall be Developer's intellectual property, but Developer shall grant NTTA a paid-up, non-exclusive license to use the same during the Term to the extent such

systems are required for NTTA's performance of its responsibilities under this Tolling Services Agreement.

14. Reports; Developer Protection of Patron Confidential Information

- (a) NTTA shall provide access to reports Developer may utilize to prepare reconciliation reports, in summary or in detail, by reporting period selected by Developer. Such reports to which access is provided by NTTA shall reflect the Transactions as transmitted from Developer to NTTA for the applicable reporting period and shall be adequate for purposes of Developer's reconciliation of Transaction fees and other amounts paid by Developer to NTTA and NTTA to Developer. Such reports shall be broken down to support the reconciliation of the fees paid to NTTA and the tolls paid to Developer. Such reports shall reflect the Transactions received by NTTA, the breakdown of Transponder Transactions, Interoperable Transactions, Transponder Transactions posted to customer accounts, Transponder Transactions and Interoperable Transactions reclassified as Unpostable Transponder Transactions or Video Transactions, Transponder Transaction variances that are unpursuable, Video Transactions, Transactions that cannot be pursued as a result of not involving a Candidate Vehicle and Transaction adjustments. (An example of a report showing Transponder Transactions and Interoperable Transactions reclassified as Video Transactions is attached hereto as Attachment 10.) NTTA shall post Transactions from the Project in accordance with NTTA's standards and practices for its own facilities, and Developer shall have access to reports reflecting such Transactions upon such posting. Upon the request of either Party, the Independent Engineer may review reconciliation reports and underlying Transaction data and assist and advise the Parties in connection with any disagreement with respect thereto, including any disagreement with respect to verifying reconciliations.
- (b) Without prejudice to or limitation on the right of Developer to initially determine (as provided in Section 10(a)) or dispute whether a vehicle is a "Candidate Vehicle" as defined in this Tolling Services Agreement, NTTA shall provide Developer with a summary and detail to support the reported vehicles that have been deemed "Not a Candidate Vehicle".
- (c) NTTA shall reconcile Transactions for each calendar month not later than 15 days after the end of such month. NTTA shall make reconciled reports available to Developer through direct access to NTTA's reporting system, as in (a) above or through other electronic means.
- (d) NTTA shall provide Developer with a monthly Delinquent Payment Deduction report for each calendar month not later than 15 days after the end of such month. Such report shall state (A) for each instance in the applicable calendar month in which a payment due under Section 7 was not timely made, the amount of the delinquent payment, the number of calendar days or partial calendar days from the date the payment was due under Section 7 until the date the payment was made to Developer

(or until the end of the calendar month if not yet paid) and (B) NTTA's calculation of the Delinquent Payment Deduction, if any, for that calendar month.

- (e) NTTA shall provide Developer with a monthly Non-Compliance Deduction report for each calendar month not later than 15 days after the end of such month. Such report shall state (A) a comparison of actual performance during such calendar month to each of the Performance Standards, (B) NTTA's calculation of the Non-Compliance Points, if any, for such calendar month and (C) NTTA's calculation of the Non-Compliance Deduction, if any, for that calendar month.
- (f) NTTA also will prepare and provide to Developer any other specific report that is required to be delivered by Developer under the Agreement in respect of the tolling services operation of the Project (provided that such report relates to the general scope of the services provided by NTTA hereunder).
- (g) NTTA shall make available its reports to Developer in a format reasonably approved in writing by Developer. In no event shall Developer have the right to require report formatting that NTTA's system is not capable of generating. Not later than nine months before the scheduled Service Commencement Date for the Project (or the initial Project Segment, if Developer develops the Project in Project Segments), NTTA shall deliver to Developer sample report formats including fictitious data sets. Developer shall deliver its comments on such sample report formats to NTTA within not more than 60 days thereafter.
- (h) NTTA also shall deliver to Developer such other information as Developer may reasonably request to evaluate NTTA's compliance with this Tolling Services Agreement.
- (i) Developer shall make available to NTTA, no later than the 15th day of each calendar month, a record of Exempt Vehicle, non-billable transactions for the preceding calendar month.
- (j) Developer also shall deliver to NTTA such information as NTTA may reasonably request to evaluate Developer's compliance with this Tolling Services Agreement, including but not limited to, such information as NTTA may reasonably request from time to time concerning the compliance of the in-lane ETCS equipment utilized for the Project with the requirements of the Agreement. NTTA shall maintain the confidentiality of such information.
- (k) Developer shall maintain any and all information relating to NTTA account holders that may be reported under this Section 14 as confidential information and in compliance with applicable Laws on notice of privacy practices.

- (i) Developer acknowledges that Patron Confidential Information may consist of or include information that identifies or concerns an individual who is an NTTA patron.
- (ii) Developer shall comply with all applicable Laws, Technical Provisions and NTTA interoperability and compatibility standards (including, but not limited to, Statewide Confidentiality Protocols), NTTA privacy policies, requirements and protocols limiting, restricting or pertaining to collection, use, confidentiality, privacy, handling, retention, reporting, disclosure or dissemination of Patron Confidential Information.
- (iii) Developer's obligations relating to Patron Confidential Information shall survive expiration or termination of this Tolling Services Agreement.
- (iv) NTTA shall have the right to monitor and review Developer's systems, practices and procedures concerning Patron Confidential Information regarding NTTA account holders.

15. Records and Audit Rights

- (a) NTTA shall maintain, in accordance with Good Industry Practice, accurate and complete books and records, including electronic data, of or relating to (i) all Transponder Transactions and Video Transactions received via the NTTA's CSC Host, (ii) all actions and dispositions by NTTA with respect to each Transponder Transaction and Video Transaction received via the NTTA's CSC Host, (iii) all data, information and calculations relevant to NTTA Compensation and other fees and charges that NTTA charges to Developer, itemized by each Transponder Transaction and Video Transaction, and itemized by type, date and amount, (iv) all User violations by User, date and amount, (v) all Incidental Charges directly relating to Project usage, itemized by User, type, date and amount, (vi) NTTA's performance of this Tolling Services Agreement, including books and records relating to compliance or lack of compliance with Performance Standards (including information concerning assignment of Non-Compliance Points) and other obligations of NTTA under this Tolling Services Agreement, and (vii) all correspondence and other written or electronic communications with Developer relating to this Tolling Services Agreement. NTTA shall notify Developer where such records and documents are kept.
- (b) NTTA shall make all its books and records described in Section 15(a) available for audit and inspection by Developer, TxDOT and the Independent Engineer and/or their respective Authorized Representatives or designees, at the location where such books and records are customarily maintained, at all times during normal business hours, without charge. NTTA shall provide to Developer, TxDOT and the Independent Engineer and their designees copies thereof upon request and at no expense to NTTA. Developer, TxDOT and/or the Independent Engineer

may conduct any such inspection upon two Business Days' prior written notice, or unannounced and without prior notice where there is good faith suspicion of fraud by NTTA in connection with performance of this Tolling Services Agreement. The right of inspection includes the right to make extracts and take notes, which will be subject to the confidentiality provisions of this Tolling Services Agreement. Without limiting the foregoing, NTTA shall afford Developer and its Authorized Representative, TxDOT and its Authorized Representative and the Independent Engineer, and their designees, access during normal business hours to NTTA's customer service center and other NTTA offices and operations buildings for the purpose of carrying out their oversight and audit functions.

- (c) The rights of Developer, TxDOT and the Independent Engineer to audit and inspect under this Tolling Services Agreement shall include the right to monitor, audit and investigate NTTA's books and records related to its services hereunder and to monitor and review NTTA's systems, practices and procedures concerning Patron Confidential Information obtained and held in connection with this Tolling Services Agreement. Without limiting the foregoing, Developer and the Independent Engineer may exercise such audit and inspection rights to determine the accuracy of the reports provided by NTTA pursuant to Section 14(d) and (e) and any Delinquent Payment Deduction, Non-Compliance Deduction or Non-Compliance Points stated therein or made or calculated pursuant thereto.
- (d) NTTA shall retain the books and records described in Section 15(a) for a minimum of five years after the date the record or document is generated. Notwithstanding the foregoing, (i) all records which relate to claims and disputes between NTTA and Developer shall be retained and made available until any later date that such claims or disputes and actions are finally resolved, and (ii) the time period for retention of Patron Confidential Information shall be as set forth in Section 8.8.3 of the Agreement.

16. Performance Security.

- (a) Not later than six months prior to the Service Commencement Date for the Project (or the initial Project Segment, if Developer develops the Project in Project Segments) and as a condition to the right to receive compensation for services, NTTA shall deliver to Developer a letter of credit in the face amount described in Section 16(b). Such letter of credit shall have an expiry date at 11:59 p.m. on the day before the first anniversary of such Service Commencement Date. Notwithstanding the foregoing, the deadline for NTTA's delivery of the initial letter of credit hereunder shall be subject to extension pursuant to Section 35(d).
- (b) The face amount of such letter of credit for each of the first, second and third Service Years shall be equal to fifty percent (50%) of the Toll Revenues that Developer's Base Case Financial Model projects will be earned during the third Service Year. The face amount of such letter of credit for each of the fourth and succeeding Service Years shall be equal

to fifty percent (50%) of the Toll Revenues that Developer's Base Case Financial Model projects will be earned in the applicable Service Year. Notwithstanding the foregoing, however, in the event that Developer is to develop the Project in Project Segments rather than as a whole, then the face amount of the letter of credit delivered hereunder shall be modified as provided in Section 35(d) of this Tolling Services Agreement, and any references in this Tolling Services Agreement to the letter of credit or the face amount thereof (or of any cash collateral account) required hereunder shall be to such letter of credit and amount thereof as modified pursuant to such Section 35(d).

- (c) Not later than 30 days prior to each anniversary of the Service Commencement Date for the Project (or the initial Project Segment, if Developer develops the Project in Project Segments), NTTA shall deliver to Developer a replacement letter of credit in the applicable face amount required pursuant to Section 16(b). Each such letter of credit shall have an expiry date at 11:59 p.m. on the day that is one year after the expiry date of the immediately preceding letter of credit; provided that the letter of credit for the final 12-month period of the Term of this Tolling Services Agreement shall have an expiry date no earlier than 11:59 p.m. on the day that is 60 days after the expiration of the Term or such longer period of time required to give effect to all transition services required of NTTA hereunder and payment of all amounts owed in respect thereof, but in any event no longer than one year after the expiration of the Term. Upon receipt of each replacement letter of credit in the proper amount, Developer shall release and return the prior letter of credit to NTTA.
- (d) Each letter of credit shall:
  - (i) Be an irrevocable standby letter of credit;
  - (ii) Be issued by a financial institution with a credit rating of "AA" or better according to Standard & Poors and with an office in Dallas, Texas at which the letter of credit can be presented for payment;
  - (iii) Be in the form of Attachment 6 to this Tolling Services Agreement or other form previously approved by Developer in its good faith discretion (and if Developer's Lender's approval is required with respect to any such other form, and such Lender refuses to approve such other form, then Developer's refusal to approve such form shall be deemed to be in good faith). Developer shall deliver its approval or disapproval within 10 Business Days after Developer receives a written request for approval of changes to the letter of credit form;
  - (iv) Be payable immediately, conditioned only on written presentment from Developer to the issuer of a sight draft drawn on the letter of credit stating that Developer has the right to draw under the letter of credit in the amount of the sight draft, up to the amount due to

- Developer, without requirement to present the original letter of credit;
- (v) Provide an expiration date as set forth above;
  - (vi) Allow for multiple draws; and
  - (vii) Name Developer or Developer's designee payee.
- (e) Subject to Section 16(h), Developer shall have the right to draw on any letter of credit after not less than five Business Days' prior written notice to NTTA if (i) NTTA has failed to make any payment required to be made by NTTA under this Tolling Services Agreement, including the payment obligations under Section 7 and the obligation to refund to Developer any excessive billing of fees and charges, interest and damages, or (ii) NTTA for any reason fails to deliver to Developer a new or replacement letter of credit, in the applicable amount required under Section 16(b) and otherwise on the same terms, or at least a one year extension of the expiration date of the existing letter of credit plus a supplemental letter of credit to provide the applicable amount required under Section 16(b) and otherwise on the same terms, by not later than 30 days before such expiration date. For all draws conditioned on prior written notice from Developer to NTTA, no such notice shall be required if it would preclude draw before the expiration date of the letter of credit. Draw on the letter of credit shall not be conditioned on prior resort to any other security or to NTTA, except as provided in Section 16(h).
- (f) For draws under Section 16(e)(i), Developer shall include in its written notice a statement and description of the amount claimed. Developer shall have the right to use and apply the proceeds of each such draw toward satisfaction of NTTA's relevant payment obligations under this Tolling Services Agreement. If Developer receives proceeds of such a draw in excess of the relevant obligation or liability, Developer shall promptly refund the excess to NTTA, together with interest on such excess amount at a floating rate equal to the LIBOR in effect from time to time, after all relevant obligations and liabilities are satisfied in full. For draws under Section 16(e)(ii), Developer shall have the right to hold the proceeds as cash security, without interest, and apply it from time to time to amounts that are due and unpaid hereunder, until NTTA delivers a replacement letter of credit.
- (g) NTTA acknowledges that the improper presentment of sight drafts drawn upon a letter of credit could not under any circumstances cause NTTA injury that could not be remedied by an award of money damages, and that the recovery of money damages would be an adequate remedy, provided, however, that NTTA acknowledges and agrees that any draw that is properly made hereunder shall not entitle NTTA to any claim whatsoever, except for any claims to refunds in accordance with the terms hereof. Accordingly, NTTA covenants (i) not to request or instruct the issuer of any letter of credit to refrain from paying any sight draft

drawn under the letter of credit and (ii) not to commence or pursue any legal proceeding seeking, and NTTA irrevocably waives and relinquishes any right, to enjoin, restrain, prevent, stop or delay any draw on any letter of credit.

- (h) In the event that Developer shall give notice to NTTA pursuant to Section 16(e) of Developer's intent to draw on any letter of credit established hereunder and, either prior to Developer's delivery of its notice of its intent to draw on such letter of credit or prior to the expiration of the five-Business Day period provided for in Section 16(e) following such notice from Developer, NTTA shall have funded cash into an account designated in writing by Developer that is available for withdrawal by Developer (without conditions) and for Developer's use and application (free and clear of any liens, security interests or claims by NTTA or any third party and free and clear of any conditions and limitations) to pay NTTA's relevant payment obligations hereunder, then Developer shall first withdraw and so apply such funds prior to making a draw against any such letter of credit. To the extent that the balance of the funds on deposit in any such account is not sufficient to pay in full the related obligations or in the event that Developer for any reason is denied the right to withdraw and so apply such funds free and clear of any liens, security interests or claims by NTTA or any third party or is hindered or otherwise limited in withdrawing such funds in any manner, Developer may draw on such letter of credit, it being the intent of the parties that there shall be no condition on Developer's right of withdrawal of such funds from any such account, other than the conditions to Developer's draw on any letter of credit stated in Section 16(e). The account designated by Developer into which funds may be deposited by NTTA for purposes of this Section 16(h) may be either an account under the control of Developer or an account established with an escrow agent or other independent third party for purposes hereof that is acceptable to Developer pursuant to escrow arrangements acceptable to Developer. If Developer shall withdraw from any such account funds that are in excess of the relevant obligation or liability, Developer shall promptly return the excess to such account or, upon request of NTTA, to NTTA, but in either case only after all relevant obligations and liabilities are satisfied in full.
- (i) If Developer draws against any letter of credit after giving the five Business Day prior notice required pursuant to Section 16(e), then NTTA shall cause the issuer of the letter of credit to issue to Developer, not later than five Business Days after the draw occurs, a replenishment of the letter of credit to its full face amount.
- (j) The cost of all letters of credit and replacements and replenishments thereof obtained by NTTA hereunder shall be reimbursed to NTTA by Developer within 30 days following NTTA's delivery to Developer of an invoice, together with reasonable supporting information, for such cost. NTTA shall pay, however, all charges imposed in connection with Developer's presentment of sight drafts and drawing against letters of credit or replacements or replenishments thereof. NTTA shall pay all

charges imposed in connection with the establishment and maintenance of any account established pursuant to Section 16(h) and all charges imposed in connection with Developer's withdrawal of funds therefrom.

- (k) In the event any dispute should arise between the Parties concerning a draw or draws by Developer under any letter of credit or from any account established pursuant to Section 16(h) and it shall be determined pursuant to Section 20 both that (i) Developer shall have drawn or withdrawn an amounts or amounts in excess of the amounts it was entitled to draw and/or withdraw hereunder and (ii) Developer shall have drawn or withdrawn such amounts other than in good faith, then Developer shall be required to repay such excess to NTTA, together with interest thereon from the date of the applicable draw(s) or withdrawal(s) to the date of repayment at a floating rate equal to the LIBOR in effect from time to time, plus 400 basis points. The provisions hereof concerning establishment of a letter of credit and cash account and the ability of Developer to draw funds thereunder or therefrom shall not constitute a waiver by NTTA of any right to dispute the amount or amounts of funds drawn (however, such right to dispute such withdrawal or draw shall not in any event be a condition to such withdrawal or draw).
- (l) NTTA at any time or from time to time during the Term may propose to provide substitute performance security hereunder in lieu of the letter of credit and/or cash account provided for herein. Such substitute performance security may be in the form of a letter of credit, cash collateral or other form of performance security and may be provided by NTTA or on behalf of NTTA by another party or organization or combination of parties. Substitute performance security proposed pursuant to this Section 16(l) may include, without limitation, performance security provided by the State of Texas or any agency or political subdivision thereof, or any other public mobility organization located in, or with responsibility for, the area in which the Project is located (including, without limitation, the North Central Texas Council of Governments). Any such substitute performance security provided pursuant to this Section 16(l) shall be subject to Developer's prior written approval in its sole and absolute discretion. The cost of any such substitute performance security provided in lieu of the letter of credit shall be reimbursed to the provider thereof by Developer within 30 days following NTTA's or such other provider's delivery to Developer of an invoice, together with reasonable supporting information, for such cost, and NTTA shall not include any cost in respect thereof in the calculation or charge of the NTTA Compensation payable hereunder; provided, however, that the substitute performance security provider shall have the option (in its sole and absolute discretion and without any obligation to do so) to provide such substitute performance security at such provider's own cost and expense. Any provider of substitute performance security as contemplated by this Section 16(l) is an intended beneficiary of the provisions of this Section 16(l).

17. Change Orders and Change Directives

(a) General

- (i) Developer and NTTA may (but shall not be obligated to) agree on Change Orders at any time and without limitation as to the subject matter thereof; provided, however, that to the extent, if any, that the consent of TxDOT is required under the Agreement for any such Change Order, it shall be the responsibility of Developer to obtain such consent, and NTTA shall have no duty or responsibility to determine whether any such consent is required or has been duly obtained (NTTA being entitled to rely on any statement or representation from Developer in respect thereof).
- (ii) The following may be adjusted by Change Orders or Change Directives: provisions for additional or supplemental services from NTTA that (A) are generally within the scope of the back office services set forth in this Tolling Services Agreement, (B) are consistent with applicable Law and (C) do not adversely affect NTTA's ability to maintain its performance in accordance with the Performance Standards, including additional or supplemental services to assist Developer in implementing its ideas, programs and packages for marketing, promotion and enhanced customer service.
- (iii) The following may be adjusted by Change Order or Change Directive: terms and provisions of this Tolling Services Agreement (A) as necessary for Developer to implement Change Orders and Directive Letters under the Agreement that relate to or affect the pre-existing terms of this Tolling Services Agreement, including changes in User Classification, provided the adjustment is consistent with applicable Law; and (B) as necessary to comply with applicable Law.
- (iv) Where the provisions above expressly permit Developer to issue a Change Directive, Developer may issue it whenever the Parties are unable to agree as to the adjustment to any portion of the compensation for NTTA or to Performance Standards after having attempted in good faith for a period not exceeding ten Business Days to agree on such matters (which period may be extended, however, for an additional ten Business Days if either Party elects to have the proposed Change Directive evaluated by the Independent Engineer pursuant to Section 17(f)). All Change Directives shall provide a written detailed description of the changes, and the proposed basis for adjustments in compensation and Performance Standards (if any). NTTA shall proceed immediately with the Change Directive, and the Parties shall then negotiate a Change Order expeditiously and in good faith. If the Parties are unable to reach agreement upon the Change Order,

NTTA may assert a claim or cause of action to resolve such dispute under Section 20.

- (v) Except as expressly provided above or otherwise mutually agreed in writing by the Parties, no provisions of this Tolling Services Agreement may be modified or amended by Change Order or Change Directive.

(b) Effectiveness of Change Orders.

Change Orders shall only be effective upon execution in writing by both Parties. The foregoing shall not preclude Developer or NTTA from granting written waivers, in general or in specific instances, of provisions of this Tolling Services Agreement or related Performance Standards.

(c) Developer-Initiated Change Orders.

- (i) Developer Change Order Notice. If Developer wishes to make a change pursuant to Section 17(a) or to evaluate whether to make any such change, other than due to a Change Directive, Developer shall deliver to NTTA a written notice of the proposed change.

- (ii) Evaluation of Proposed Change Order. Within 30 days after receipt of such notice, or longer or shorter period as the Parties may mutually agree depending upon the complexity of the proposed change, NTTA shall deliver to Developer a written evaluation of the proposed change, together with NTTA's analysis and supporting documentation supporting estimated adjustments to any applicable element of compensation or any applicable Performance Standard required as a result of such proposed change.

- (iii) Developer Determination. Within 30 days after receipt of NTTA's evaluation, Developer shall provide written notice of Developer's intent to proceed or not to proceed with the change. If Developer elects to proceed with the change and accepts NTTA's evaluation, Developer shall prepare a Change Order for execution. If Developer elects to proceed with the Change Order but does not accept the evaluation in total, Developer shall negotiate a mutually acceptable Change Order with NTTA or issue a Change Directive where permitted under Section 17(a).

(d) Change Order Pricing.

- (i) Modifications or adjustments of NTTA's compensation under this Tolling Services Agreement as a consequence of a Change Order or Change Directive shall be based upon the increase or decrease in (A) where applicable, NTTA's marginal costs directly attributable to the change and a reasonable rate of return

commensurate with the risks undertaken by NTTA under the terms of this Tolling Services Agreement respecting the affected services and under the method of pricing such services, and (B) where marginal costs are not applicable because the change requires additional or supplemental services beyond those NTTA is already providing generally for itself, its road system, its customers, Developer and other developers, or because the change reduces services originally priced other than on a marginal cost basis, then NTTA's reasonable costs directly attributable to the change and a reasonable rate of return commensurate with the foregoing risks.

- (ii) Modifications or adjustments (whether an increase or decrease) of NTTA's compensation shall be determined in the order of preference set forth below:
  - (A) Adjustments to rates using the pricing structure and methodology set forth in Section 6;
  - (B) If there is no agreement to rate adjustments or the Parties mutually agree that the adjustment is best done with unit prices, then an adjustment shall be negotiated using the unit prices agreed upon;
  - (C) If there is no agreement to unit pricing or the Parties mutually agree that the adjustment is best done with lump sum pricing, then an adjustment shall be negotiated using a lump sum; or
  - (D) If the Parties cannot reach agreement using the above methods and Developer has the right to, and does, issue a Change Directive to perform the changed services, NTTA shall promptly proceed with the changed services, and the adjustment shall be determined on a time and materials basis applying marginal costs or cost savings, or the actual, reasonable direct costs or savings, as applicable, for the services attributed to the Change Directive, plus or minus an amount reflecting a reasonable rate of return commensurate with the risks described in Section 17(d)(i). In such case, (I) payments shall be due monthly within 30 days after NTTA delivers to Developer written invoices and back-up documentation reasonably required by Developer, and (II) NTTA shall keep and present, in such form as Developer may reasonably require, an itemized accounting together with appropriate supporting data, which shall be subject to audit by Developer in accordance with the provisions of Section 15.

(e) Impact to Performance Standards and Measures.

- (i) If as a result of a Change Order or Change Directive, it is determined that such change will or does materially impair NTTA's ability to meet the Performance Standards, then Developer and NTTA will negotiate as part of the Change Order (or, in the case of a Change Directive, NTTA shall be entitled to) an appropriate adjustment to the affected Performance Standards. The adjustment shall be limited to the minimum extent reasonably necessary under the circumstances.
- (ii) If it is possible to avoid an adjustment to Performance Standards through a Change Order adjusting price (or through a price adjustment in connection with a Change Directive) but Developer prefers not to incur the price adjustment, then NTTA shall cooperate with and assist Developer with analyzing trade-offs between price and Performance Standards to give Developer a range of choices on how to proceed with the Change Order or Change Directive.
- (iii) If it is not possible to adjust a Performance Standard in a manner that enables Developer to remain in compliance with its obligations under the Agreement, then Developer either may (A) incur the price adjustment to the extent needed to preserve the Performance Standard and remain in compliance with the Agreement or (B) modify or withdraw the Change Order or Change Directive.

(f) Involvement of Independent Engineer

Upon the request of either Party, the Independent Engineer shall evaluate any Change Order contemplated or proposed by either Party or any Change Directive contemplated or proposed by Developer and simultaneously report to the Parties concerning the advisability thereof and the anticipated effect (economic and otherwise) of the same on this Tolling Services Agreement, the services provided hereunder and the operation of the Project. If so requested by either Party, the Independent Engineer also shall participate in, and facilitate, discussions between the Parties concerning any Change Order contemplated or proposed by either Party or any Change Directive contemplated or proposed by Developer.

(g) Open Book Basis

All negotiations of Change Orders shall be conducted on an Open Book Basis. Except as required to be disclosed by judicial order or applicable Law, both Parties shall maintain the confidentiality of confidential records obtained or reviewed on an Open Book Basis in connection with such negotiations.

18. Representations and Warranties; Covenant Regarding Developer Existence and Good Standing

- (a) NTTA represents and warrants to Developer that, as of the Effective Date:
- (i) NTTA is duly organized and validly existing under the laws of the state of Texas and has full power, right and authority to execute, deliver and perform this Tolling Services Agreement and each and all of the obligations of NTTA provided for herein.
  - (ii) NTTA is a governmental entity and as such has no issued or outstanding capital stock (including options, warrants and other rights to acquire capital stock).
  - (iii) The execution, delivery and performance of this Tolling Services Agreement have been duly authorized by all necessary action of NTTA; each person executing this Tolling Services Agreement on behalf of NTTA has been duly authorized to execute and deliver it on behalf of NTTA; and this Tolling Services Agreement has been duly executed and delivered by NTTA.
  - (iv) Neither the execution and delivery by NTTA of this Tolling Services Agreement, nor the consummation of the transactions contemplated hereby, is in conflict with or has resulted or will result in a default under, or a violation of, the governing instruments or governing statutes of NTTA or any approvals or laws applicable to NTTA.
  - (v) This Tolling Services Agreement constitutes the legal, valid and binding obligation of NTTA, enforceable against NTTA in accordance with its terms, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and general principles of equity.
  - (vi) There is no action, suit, proceeding, investigation or litigation pending and served on NTTA which challenges NTTA's authority to execute, deliver or perform, or the validity or enforceability of, this Tolling Services Agreement or which challenges the authority of the NTTA official executing this Tolling Services Agreement; and NTTA has disclosed to Developer any pending and un-served or threatened action, suit, proceeding, investigation or litigation with respect to such matters of which NTTA is aware.
  - (vii) NTTA is not in breach of any applicable Law that would have a material adverse effect on the operations of the Project or NTTA's ability to perform its obligations under this Tolling Services Agreement.

- (viii) NTTA has all necessary expertise, qualifications, experience, competence, skills and know-how to perform its obligations under this Tolling Services Agreement.
  - (ix) The provisions of Section 228.0111 of the Texas Transportation Code do not apply to the Project.
- (b) Developer represents and warrants to NTTA that, as of the Effective Date:
- (i) Developer is a limited liability company duly organized and validly existing under the laws of Delaware, has the requisite power and all required licenses to carry on its present and proposed activities, and has full power, right and authority to execute and deliver this Tolling Services Agreement and to perform each and all of the obligations of Developer provided for herein. Developer is duly qualified to do business, and is in good standing, in the State of Texas.
  - (ii) The execution, delivery and performance of this Tolling Services Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action (as the case may be) of Developer; each person executing this Tolling Services Agreement on behalf of Developer has been duly authorized to execute and deliver it on behalf of Developer; and this Tolling Services Agreement has been duly executed and delivered by Developer.
  - (iii) Neither the execution and delivery by Developer of this Tolling Services Agreement, nor the consummation of the transactions contemplated hereby, is in conflict with or has resulted or will result in a default under, or a violation of, the governing instruments of Developer or any approvals or laws applicable to Developer.
  - (iv) This Tolling Services Agreement constitutes the legal, valid and binding obligation of Developer, enforceable against Developer in accordance with its terms, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and general principles of equity.
  - (v) There is no action, suit, proceeding, investigation or litigation pending and served on Developer which challenges Developer's authority to execute, deliver or perform, or the validity or enforceability of, this Tolling Services Agreement or which challenges the authority of the Developer official executing this Tolling Services Agreement; and Developer has disclosed to NTTA any pending and un-served or threatened action, suit, proceeding, investigation or litigation with respect to such matters of which Developer is aware.

- (vi) Developer is not in breach of any applicable law that would have a material adverse effect on the operations of the Project or Developer's ability to perform its obligations under this Tolling Services Agreement.
- (vii) Developer is the "Developer" named in the Agreement and is the legal and valid holder of the Developer's Interest under the Agreement.
- (c) The foregoing representations and warranties of NTTA and Developer shall survive for a period of two years following the expiration or earlier termination of this Tolling Services Agreement.
- (d) Developer covenants and agrees that it will maintain its existence and will remain in good standing in the State of Texas throughout the Term of this Tolling Services Agreement and will maintain its existence for as long thereafter as any obligations remain outstanding under this Tolling Services Agreement. The provisions of this Section 18(d) shall survive the expiration or earlier termination of this Tolling Services Agreement.

19. Default and Remedies

- (a) Developer Default and NTTA Remedies; Lender Right to Cure.
  - (i) Developer shall be in default under this Tolling Services Agreement in the event (A)(1) subject to Section 6(i), Developer fails to make any payment to NTTA when due hereunder or (2) Developer fails to perform any other obligation of Developer hereunder (i.e., any obligation other than payment obligations covered by the preceding clause (1)), and either such failure continues for 30 days (or, with respect to obligations covered by clause (2) above, if such failure cannot be cured within 30 days but Developer has begun diligently pursuing a cure within such 30 days and continues to diligently pursue such cure, 90 days) after NTTA delivers written notice thereof to Developer, (B) Developer shall file a voluntary petition in bankruptcy or insolvency or a petition for reorganization under any bankruptcy law, (C) Developer shall consent to an involuntary petition in bankruptcy against it or fail to vacate within 90 days from the date of entry thereof any order approving an involuntary petition in bankruptcy against it, (D) an order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating Developer as bankrupt or insolvent or appointing a receiver, trustee or liquidator of all or a substantial part of such party's assets, and such order, judgment or decree shall continue unstayed and in effect for 90 days after its entry, (E) any representation or warranty of Developer hereunder was not true when made and such failure has a material adverse effect on Developer's ability to perform its obligations in accordance with the requirements of this Tolling Services Agreement, or (F) Developer assigns its rights and

obligations under this Tolling Services Agreement in violation of this Tolling Services Agreement.

- (ii) In the event of a default by Developer under this Tolling Services Agreement, NTTA shall be entitled to all rights and remedies available under this Tolling Services Agreement, at Law or in equity, including the right to terminate this Tolling Services Agreement for failure of Developer to pay any sum when due (each of which rights and remedies shall be cumulative and in addition to any such other rights and remedies); provided that NTTA shall have the right to terminate this Tolling Services Agreement in the event of a default by Developer only as provided in Section 21 and provided further, that NTTA shall have the right to terminate this Tolling Services Agreement (subject to Section 21) due to a default described in Section 19(a)(i)(A)(2) only if it is a material default. NTTA's recoverable damages (following any termination of this Tolling Services Agreement) shall include the unamortized portion of all NTTA's reasonable direct costs to prepare and mobilize for performance of this Tolling Services Agreement incurred from and after the commencement of the then-effective Service Period, including equipment costs, costs of interface coordination, hiring and training costs, and similar costs directly attributable to such preparation and mobilization. Such costs shall be deemed amortized on a straight-line basis over the number of years in the applicable Service Period.
  
- (iii) Provided that Developer shall have given written notice to NTTA of any Lender and/or Collateral Agent that Developer desires should have the right (but not the obligation) to cure any default by Developer hereunder, and the address for notice to such Lender and/or Collateral Agent, NTTA shall deliver to such Lender and/or Collateral Agent written notice of any default by Developer hereunder at the same time as delivery of the default notice to Developer. Such Lender and/or Collateral Agent shall have the right (but not the obligation) to cure such default within the same period of time granted to Developer hereunder, plus, in the case of a default under Section 19(a)(i)(A) or (E), an additional 30 days (15 days in the case of a payment default) following the expiration of the cure period afforded to Developer hereunder. If such default has not been cured by the expiration of the cure period provided herein, regardless of whether an event of default has occurred and is continuing under any loan documents between such Lender and/or Collateral Agent and Developer, or whether such Lender and/or Collateral Agent has exercised any rights or remedies with respect thereto, NTTA shall have and may exercise all the rights and remedies otherwise available to it under, or referenced in, this Tolling Services Agreement.

(b) NTTA Default.

NTTA shall be in default under this Tolling Services Agreement in the event:

- (i) (A) NTTA at any time during the Term fails to provide and maintain performance security as required under Section 16; or (B) Developer draws on the letter of credit in accordance with Section 16 (or on cash security held after a draw thereon under Section 16(e)(ii)) and thereafter NTTA fails to replenish the letter of credit as and when required under Section 16; or (C) NTTA fails to replace the letter of credit as and when required under Section 16; or
- (ii) Subject to Section 6(i), NTTA fails to perform any other obligation of NTTA hereunder, and the failure to perform such other obligation continues for 30 days after Developer delivers written notice thereof to NTTA (or if any such failure to perform an obligation, other than a payment obligation, cannot be cured within 30 days but NTTA has begun diligently pursuing a cure of such failure within such 30 days and continues to diligently pursue such cure, for 90 days) (provided, however, that a failure to perform any payment obligation shall be deemed cured if Developer shall obtain payment of the related amounts from any performance security provided under Section 16 hereof); or
- (iii) NTTA shall file a voluntary petition in bankruptcy or insolvency or a petition for reorganization under any bankruptcy law (and a default under this clause (iii) shall be a "Step-In Trigger Default"); or
- (iv) An order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating NTTA as bankrupt or insolvent or appointing a receiver, trustee or liquidator of all or a substantial part of such party's assets, and such order, judgment or decree shall continue unstayed and in effect for 90 days after its entry (and a default under this clause (iv) shall be a "Step-In Trigger Default"); or
- (v) Any representation or warranty of NTTA hereunder was not true when made and such failure has a material adverse effect on NTTA's ability to perform its obligations in accordance with the requirements of this Tolling Services Agreement; or
- (vi) NTTA assigns its rights and obligations under this Tolling Services Agreement in violation of this Tolling Services Agreement; or
- (vii) NTTA shall cease to be a body politic and corporate and a political subdivision of the State of Texas and its obligations and interests under this Tolling Services Agreement are not transferred to any

other Person that succeeds to the governmental powers and authority of NTTA as contemplated by Section 23(c)(i); or

(viii) There occurs any of the other defaults listed in Section 19(d)(i) that are not set forth above in this Section 19(b).

(c) Developer's Right to Damages.

In the event of a default by NTTA under this Tolling Services Agreement, subject to Section 19(d), Developer shall be entitled to recover all losses and damages incurred as a result of NTTA's default, with the amount of such damages to include, and not involve double counting of, all Delinquent Payment Deductions and Non-Compliance Deductions from the NTTA Compensation made pursuant to Section 6 by reason of such default. For the avoidance of doubt, the application of Delinquent Payment Deductions and Non-Compliance Deductions under this Tolling Services Agreement shall constitute only a monetary offset and not a cure for the relevant event (and shall not be deemed to be an exclusive remedy).

(d) Developer's Suspension and Step-in Rights.

(i) Developer shall have and may exercise the rights set forth in this Section 19(d) to require suspension of NTTA's services hereunder and, at Developer's option, to step in and perform such services itself or to arrange for a designee of Developer (which NTTA acknowledges and agrees may include TxDOT) to step in and perform such services in any of the following circumstances:

- (A) A default arises under Section 19(b)(i);
- (B) A default arises under Section 12(c), as a direct result thereof Developer is unable to achieve Service Commencement by the Service Commencement Deadline;
- (C) There occurs or exists a Step-in Trigger Default (as provided in Sections 19(b)(iii), 19(b)(iv), 19(e)(iii), 19(e)(v) and 22(e)); or
- (D) There occurs any other material default by NTTA that is not cured within any applicable cure period provided for in this Tolling Services Agreement.

(ii) Upon the occurrence of any of the foregoing circumstances described in Section 19(d)(i), without waiving or releasing NTTA from any obligations, and without waiver of or prejudice to any other rights and remedies available to Developer, including damages, Developer shall have the right, but not the obligation, to require NTTA to suspend the performance of NTTA's services hereunder, and if Developer exercises such right, then either

Developer or Developer's designee (which NTTA acknowledges and agrees may include TxDOT) shall step in and take control and charge of, and carry out, all (but not less than all) the services, functions, rights, and responsibilities of NTTA set forth in Sections 4(a) and (g), to the exclusion of NTTA but at the same level of service required of NTTA hereunder, including:

- (A) Paying and performing all such services, functions, rights and responsibilities;
- (B) Making decisions respecting, assuming control over and continuing performance of such services, functions, rights and responsibilities as may be reasonably required;
- (C) Curing any then-existing breaches or failures to perform such services, functions, rights and responsibilities by NTTA;
- (D) Hiring and retaining contractors, employees and consultants, and designating any other party or parties, including TxDOT, to assist Developer (or Developer's designee) in carrying out such services, functions, rights and responsibilities;
- (E) Paying fees, charges and other compensation to such contractors, employees, consultants and designees, including TxDOT, for services rendered, in such amounts and on such terms and conditions as Developer (or Developer's designee) determines to be acceptable;
- (F) Collecting and retaining all tolls, Incidental Charges and other amounts from Users, for Developer's own account or that of its contractors or designees, and free from any right, title, interest or claim of or by NTTA;
- (G) Taking any and all other actions as may be reasonably required or incident to such services, functions, rights and responsibilities; and
- (H) Prosecuting and defending any action or proceeding incident to such services, functions, rights and responsibilities.

With respect to Developer's exercise of its step-in rights under this Section 19(d)(ii), the determination as to whether it is Developer or Developer's designee that is to be the party who is to so step in shall be at Developer's sole option. With respect to the requirement that the Person stepping in shall perform at the same level of service required of NTTA hereunder, such Person shall have a "ramp up" period of 90 days from and after so stepping in

to achieve such level of service and, if TxDOT is the party who is to step in, TxDOT's performance hereunder, as between Developer and NTTA, shall be deemed to comply with the requirements hereof that the party so stepping in shall carry out all of NTTA's responsibilities hereunder and at the same level of service of NTTA hereunder. NTTA in any event shall not have any liability to Developer hereunder due to the inability or failure of any Person stepping into NTTA's responsibilities under this Tolling Services Agreement to perform such responsibilities at a level at least equivalent to that required of NTTA hereunder.

- (iii) Developer shall exercise such suspension and step-in rights by delivering to NTTA written notice of election to do so at least ten days prior to the intended step-in date.
- (iv) If Developer has the right to step-in under this Section and delivers such notice, the Parties shall thereafter cooperate in such transition of services and transfer of data to Developer (or Developer's designee), with such cooperation and transfer to be effected according to Section 21(g) (as if the same applied to the exercise of such step in rights rather than to termination of this Tolling Services Agreement) until the performance of such services, functions, rights and responsibilities are transferred to Developer or its contractors or designees. NTTA shall use diligent efforts to accomplish such transfer as quickly as possible without materially compromising customer service. Developer shall use reasonable efforts to exercise such rights in a manner that does not materially interfere with or disrupt NTTA's operations regarding other projects (including, but not limited to, NTTA's own facilities). NTTA shall reimburse Developer or TxDOT all costs and expenses Developer or TxDOT incurs in connection with the transfer of the services, functions, rights and responsibilities to Developer, its contractors or designee; provided, however, that NTTA shall not be liable for any such transfer costs and expenses in excess of the amount that is equal to two hundred percent (200%) of the amount that could reasonably be expected to be incurred in connection with any such transfer to TxDOT. NTTA shall not engage in any action or make any statements to customers that would or could reasonably be expected to harm Developer's relations with such customers or their patronage of the Project.
- (v) Developer may continue to exercise its suspension and step-in rights until, in the absence of an agreement between Developer and NTTA concerning a specified date for the termination thereof, the later of (A) five years after all services, functions, rights and responsibilities of NTTA hereunder have been properly transferred from NTTA to Developer or its contractors or designees or (B) the date all the circumstances that were the basis for Developer's exercise of its step-in rights are fully cured and NTTA has paid in

full any damages owing hereunder to Developer, NTTA has completed implementation of any applicable remedial plan required under Section 19(e) and, for a period of six consecutive calendar months, NTTA has conducted tolling services in respect of its own facilities and under any other tolling services agreements to which it is then a party at a level in compliance with the Performance Standards applicable under this Tolling Services Agreement (and, upon Developer's written request, NTTA shall furnish to Developer supporting data confirming such compliance). At the conclusion of this period, the Parties shall transition the services, functions, rights and responsibilities back to NTTA in accordance with a transition plan and schedule reasonably approved by the Parties. NTTA shall reimburse Developer all reasonable costs and expenses Developer incurs in connection with the transfer of the services, functions, rights and responsibilities back to NTTA. Notwithstanding the foregoing provisions of this Section 19(d)(v), unless otherwise agreed in writing by Developer, NTTA shall not be eligible to re-assume the responsibility for the services, functions, rights and responsibilities under this Tolling Services Agreement more than one time during any five-year period during the Term or more than three times in the aggregate during the Term.

- (vi) During any period after properly exercising step-in rights to assume all (but not less than all) of NTTA's responsibilities set forth in Section 4(a) and (g) (as contemplated by Section 19(d)(ii), including the provisions thereof concerning the permissibility of TxDOT stepping in as Developer's designee and the deemed compliance of TxDOT's performance with the level of service required hereunder) until transfer of such services, functions, rights and responsibilities back to NTTA:
  - (A) Developer shall have no obligation to promote or advertise NTTA's association with the Project, and at its election may remove from the Project Right of Way and the Project web site, at NTTA's expense, any signs, displays and banners bearing NTTA's name, logos, trademarks or brands (and Developer shall remove such signs, displays and banners if so requested by NTTA so long as NTTA bears the expenses thereof);
  - (B) NTTA shall not be entitled to any NTTA Compensation or other compensation except (1) to the extent, if any, that NTTA is then continuing to perform any services hereunder during the transition of services to Developer or Developer's designee, in which case NTTA shall be paid in accordance with the terms hereof, (2) with respect to Transactions it processes before transition of the applicable services, functions, rights and responsibilities to Developer, its contractors or designees and (3) to the

extent, if any, that Developer engages NTTA to provide any professional services during such period;

- (C) NTTA's obligations under Sections 7, 8, 9 and 14 shall be suspended, except for reports respecting matters occurring outside such period, and except with respect to Transactions it processes before transition of the services, functions, rights and responsibilities to Developer, its contractors or designees.
- (vii) Developer's step-in rights do not entitle Developer to take control, management or possession of any portion of NTTA's customer service center or NTTA's CSC Host or of NTTA's responsibilities in respect of any project or facilities other than the Project.

Except as set forth below in this paragraph, no remedy referred to in this Section 19(d) is intended to be exclusive, but, to the extent permissible hereunder and under applicable Laws, each remedy shall be cumulative and in addition to any other remedy referred to above or otherwise available to Developer under applicable Laws; provided, however, that notwithstanding the foregoing, the Parties expressly agree that the right of either Party to terminate this Tolling Services Agreement before the end of the Term shall be limited solely to the express rights forth in Section 21 of this Tolling Services Agreement.

(e) Remedial Measures.

- (i) In the event that the number of Non-Compliance Points (determined pursuant to Attachment 2), cured or uncured, assessed against NTTA is greater than thirty percent (30%) of the total assessable Non-Compliance Points for each month in any period of three consecutive calendar months during the Term, then, at the Developer-NTTA Regular Meeting following the third such calendar month, Developer may request NTTA to prepare a plan for the correction of the applicable non-compliance and, in such case, NTTA shall deliver to Developer such corrective plan no later than 15 days following Developer's request, and NTTA thereafter shall implement such plan and exercise diligent efforts to correct the applicable non-compliance. In the event that the number of Non-Compliance Points, cured or uncured, assessed against NTTA is not reduced to or below thirty percent (30%) of the total assessable Non-Compliance Points for the calendar month that is the second full calendar month following NTTA's delivery of such corrective plan to Developer, then NTTA shall prepare and submit to Developer for Developer's approval a remedial plan complying with the requirements of Section 19(e)(ii). Notwithstanding the foregoing, in the event that the number of Non-Compliance Points (determined pursuant to Attachment 2), cured or uncured, assessed against NTTA is greater than fifty

percent (50%) of the total assessable Non-Compliance Points for any month during the Term, then NTTA shall thereupon prepare and submit to Developer for Developer's approval a remedial plan complying with the requirements of Section 19(e)(ii). Developer shall not unreasonably withhold or delay its approval of a remedial plan delivered pursuant to this Section 19(e)(i).

- (ii) The remedial plan shall set forth a schedule and specific actions to be taken by NTTA to (A) reduce the number of monthly Non-Compliance Points in any calendar month to no more than thirty percent (30%) of the total assessable Non-Compliance Points, (B) reasonably assure performance at levels required by this Tolling Services Agreement, and (C) reasonably assure prevention of recurrence of Non-Compliance Points in excess of thirty percent (30%) of the total assessable Non-Compliance Points in any calendar month. Such actions may include improvements to NTTA's quality management practices, plans and procedures, revising and restating management plans, changes in organizational and management structure, increased monitoring and inspections, changes in key personnel, changes in training programs, and replacement of contractors.
- (iii) NTTA shall diligently and in good faith carry out all actions described in the approved remedial plan according to the schedule set forth in the remedial plan. If NTTA shall fail to take any action described in the approved remedial plan in accordance with the schedule set forth in the remedial plan, then such failure shall constitute a "Step-In Trigger Default."
- (iv) NTTA shall deliver to Developer a monthly written report, in reasonable detail, of NTTA's progress in carrying out the approved remedial plan. At Developer's request, NTTA shall allow Developer to inspect NTTA's books and records, and monitor NTTA's procedures and practices, to the extent relating to, and as reasonably required to verify proper implementation of, the remedial plan.
- (v) Notwithstanding the foregoing provisions of this Section 19(e) with respect to NTTA's preparation, submittal and implementation of the remedial plan provided for in the next to last sentence of Section 19(e)(i), if at the time NTTA is required to submit such remedial plan to Developer hereunder, Developer is able to, and does, provide to NTTA written evidence reasonably demonstrating that NTTA's non-performance under this Tolling Services Agreement has caused traffic on, and revenue from, the Project to decrease, then NTTA shall have 30 days thereafter to correct its non-performance, with the determination concerning whether such non-performance has been corrected to be based on whether NTTA has reduced the number of Non-Compliance Points for such 30-day period to no more than thirty percent (30%) of the

total assessable Non-Compliance Points. If NTTA shall fail to correct such non-performance by the end of such 30-day period, then such failure shall constitute a "Step-In Trigger Default."

(f) Interest and Late Charges.

- (i) Except as provided with respect to the Delinquent Payment Deduction and except as provided in Section 16(k), any sum owing from one Party to the other that is not paid when due shall bear interest at a floating rate equal to the LIBOR in effect from time to time, commencing on the date due and continuing until paid.
- (ii) In addition to interest, in the event either Party fails to pay to the other Party when due any amount set forth in an invoice received pursuant to Section 6(h) that is undisputed or is disputed but finally determined to be payable, such Party shall owe and pay to the other Party a one-time late charge equal to 3% of the undisputed amount or the amount finally determined to be payable, as applicable; provided, however, that if in connection with the resolution of any dispute between the Parties concerning any amount payable hereunder, the applicable Party from whom payment is owed shall deposit an amount equal to the amount in controversy into the Toll Operator Dispute Account and such amount is held therein and disbursed in accordance with the resolution of the related dispute, then such late charge shall not apply.

(g) Limitations on Liability.

- (i) Notwithstanding any other provision of this Tolling Services Agreement and except as set forth in Section 19(g)(ii), to the extent permitted by applicable Law, neither Party shall be liable for punitive damages or special, indirect, incidental or consequential damages or loss of profit or income arising out of breach of this Tolling Services Agreement, tort (including negligence) or any other theory of liability, and each Party hereby releases the other Party from any such liability.
- (ii) The foregoing limitation on liability for special, indirect, incidental and consequential damages or loss of profit or income shall not apply to or limit any right of recovery one Party may have against the other Party under applicable Law respecting the following:
  - (A) Losses, damages, debts, obligations and liabilities (including defense costs) to the extent covered by the proceeds of insurance actually carried by or insuring the liable Party;

- (B) Losses, damages, debts, obligations and liabilities arising out of fraud, criminal conduct, intentional misconduct, recklessness, bad faith or gross negligence;
- (C) Developer's obligation to pay compensation to NTTA under this Tolling Services Agreement as set forth in Section 6 hereof; provided, however, that to the extent pursuant to applicable Law NTTA is entitled to claim from Developer damages that result from an early termination (other than an early termination due to a default by NTTA hereunder) and constitute a measure of future compensation, the aggregate amount of such damages, if any, that may be payable to NTTA for such lost future compensation in respect of the remaining period of the stated Term of this Tolling Services Agreement (without regard to such early termination hereof) following the date of any such termination hereof shall not exceed the NTTA Prospective Compensation Damages Limit (and for the avoidance of doubt, it is acknowledged that such limitation applies only in respect of NTTA's prospective compensation that would be lost as a consequence of the early termination of this Tolling Services Agreement, and such limitation shall not apply to limit any claims of NTTA relating to (i) any compensation accrued and owing to NTTA under this Tolling Services Agreement as of the date of any termination of this Tolling Services Agreement by NTTA due to a default by Developer hereunder, or (ii) amounts owing to NTTA in connection with any such termination in respect of NTTA's recoverable unamortized costs and expenses related to its services hereunder);
- (D) Loss of Toll Revenues owing to Developer, attributable to an NTTA breach or failure to perform;
- (E) Damages that are owing by a Party under another agreement or contract pertaining to the Project (including, without limitation, the Agreement) or the services under this Tolling Services Agreement and that are incurred due to the other Party's breach of this Tolling Services Agreement;
- (F) Transition costs incurred by (1) Developer upon its proper exercise of a right to terminate this Tolling Services Agreement under Section 21(e)(i) or upon its proper exercise of step-in rights under this Tolling Services Agreement (subject to the limitation on the amount of such costs that may be recovered pursuant to Section 19(d)(iv)) or (2) NTTA upon its proper exercise of a right to terminate this Tolling Services Agreement under Section 21(f)(i);

- (G) In the event of Developer's proper exercise of a right to terminate this Tolling Services Agreement under Section 21(e)(i), costs Developer incurs to procure, hire, transition to and compensate a replacement service provider for comparable services for the remainder of the term after termination, to the extent the compensation exceeds that which would be owing to NTTA for the remainder of the term (subject to the limitation in Section 19(d)(iv) and subject to the further limitation that damages related to any difference in level of compensation of the replacement service provider shall not exceed the Replacement Provider Compensation Damages Limit); provided, however, that if TxDOT is the replacement service provider, NTTA shall not be liable for damages for any such excess compensation;
  - (H) In the event of Developer's proper exercise of its step-in right under this Tolling Services Agreement, reasonable costs Developer incurs to transition services, functions, rights and responsibilities from and to NTTA, and to procure, hire transition to and compensate a replacement service provider for the duration of the step-in period, to the extent the compensation exceeds that which would be owing to NTTA for the same period (subject to the limitation in Section 19(d)(iv) and subject to the further limitation that damages related to any difference in level of compensation of the replacement service provider shall not exceed the Replacement Provider Compensation Damages Limit); provided, however, that if TxDOT is the replacement service provider, NTTA shall not be liable for damages for any such excess compensation;
  - (I) Specific amounts either Party may owe or be obligated to reimburse to the other Party under the express provisions of this Tolling Services Agreement in respect of any period prior to termination;
  - (J) Interest, late charges, fees, transaction fees and charges, penalties and similar charges that this Tolling Services Agreement expressly states are due from one Party to the other Party; and
  - (K) Any credits, deductions or offsets that this Tolling Service Agreement expressly provides to a Party against amounts owing to the other Party.
- (h) Mitigation of Damages.

Each Party acknowledges its duty at law to mitigate damages arising out of the other Party's breach or failure to perform. For the benefit of

TxDOT, both Parties also shall use reasonable efforts to mitigate damages in the event this Tolling Services Agreement is terminated by reason of a Termination for Convenience of the Agreement or termination of the Agreement due to TxDOT Default or suspension of work.

20. Dispute Resolution

- (a) Each Party covenants that any claim or dispute shall be made in good faith and not for the purpose of delaying payments due to the other Party.
- (b) As a condition to any Party pursuing a claim or dispute against the other Party through arbitration, the claiming Party shall first initiate informal resolution procedures by serving a written notice on the other Party's Authorized Representative. The notice shall contain (i) a concise statement describing the claim or matter in dispute, including a description of its nature, circumstances and cause, (ii) an explanation of the basis and justification for the claim, including reference to any pertinent provision(s) of this Tolling Services Agreement, (iii) if applicable, the estimated dollar amount of the claim and how that estimate was determined, (iv) the claiming Party's desired resolution, and (v) any other information the claiming Party deems relevant. Commencing within ten days after the notice is served and concluding ten Business Days thereafter, the Chief Executive Officer or Chief Financial Officer of Developer and the Executive Director of NTTA or the Executive Director's designate whose rank is not lower than Assistant Executive Director, shall meet and confer, in good faith, to seek to resolve the claim or dispute raised in the claiming Party's notice. If they succeed in resolving the claim or dispute, Developer and NTTA shall memorialize the resolution in writing. If the claim or dispute is not resolved within 30 days (or such longer period as the Parties may mutually agree) under the foregoing procedures, then the claiming Party may initiate arbitration to resolve the claim or dispute.
- (c) On the advice of their respective counsel, the Parties agree that all questions as to rights and obligations arising under the terms of this Tolling Services Agreement and not resolved by means of the procedures set forth in Section 20(b), including unresolved claims for damages and any unresolved controversy between the Parties involving the construction, interpretation or application of any of the terms, covenants or conditions of this Tolling Services Agreement, are subject to final and binding arbitration.
- (d) Such arbitration shall be governed by the provisions of the Texas General Arbitration Act (Texas Civil Practice and Remedies Code Section 171.001 et seq.). Arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, subject to the specific provisions of this Section 20.

- (e) Any arbitration brought under the terms of this Tolling Services Agreement shall be conducted in the following manner:
- (i) The Parties may agree on one arbitrator, but in the event that they cannot so agree, there shall be three arbitrators, one named in writing by each of the Parties within 15 days after demand for arbitration is made by either Party, and a third to be chosen by the two so named within ten days after they are named. Should either Party fail to timely join in the appointment of the arbitrator(s), the arbitrator(s) shall be appointed in accordance with the provisions of Texas Civil Practice and Remedies Code Section 171.041.
  - (ii) The Parties shall be entitled to conduct reasonable discovery in preparation for arbitration hearings. On application of either Party, the arbitrator(s) may issue orders and set time limits concerning the conduct of discovery and responses to discovery requests. The Parties express their mutual interest in full and fair discovery consistent with obtaining timely final resolution of disputes. The arbitrator(s) shall issue orders and set time limits regarding discovery so as to carry out such mutual interest.
  - (iii) Arbitration hearings conducted under the terms of this Tolling Services Agreement shall be at the time and place within Collin County, Texas selected by the arbitrator(s). Notice of hearing shall be given and the hearing conducted in accordance with the provisions of Section 171.044 et seq. of the Texas Civil Practice and Remedies Code.
  - (iv) At the hearing, any relevant evidence may be presented by either Party, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the sole discretion of the arbitrator(s), who shall balance the Parties' mutual interest in receiving a full and fair hearing with the Parties' interest in obtaining timely final resolution of disputes.
  - (v) The arbitrator(s) shall hear and determine the matter expeditiously. The arbitrator(s) shall execute, acknowledge and deliver to the Parties a written decision and, if applicable, award, not later than 30 days after conclusion of the hearing. Delivery shall be made by registered or certified mail.
  - (vi) In deciding on the dispute in arbitration, the arbitrator(s) shall apply the applicable Laws, including judicial precedent, and the terms of this Tolling Services Agreement. The arbitrator shall have authority to grant legal and equitable relief, including interlocutory orders.
  - (vii) The costs and expenses of arbitration, including the fees of the arbitrator(s), shall be borne by the losing party or in such

proportions as the arbitrator(s) shall determine. The prevailing Party shall be entitled to recover its attorneys' and expert witness fees and costs from the losing Party, in such amount as the arbitrator(s) determine is reasonable.

- (f) If there is only one arbitrator, his or her decision shall be binding and conclusive on the Parties. If there are three arbitrators, the decision of any two shall be binding and conclusive. The submission of a dispute to the arbitrator(s) and the rendering of their decision shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award or other relief granted by the arbitrator(s) may be entered by any court having jurisdiction; or the court may vacate, modify, or correct the award in accordance with the provisions of the Texas General Arbitration Act (Texas Civil Practice and Remedies Code Section 171.087 et seq.).

21. Termination; Transition of Services at Termination.

- (a) If the Agreement terminates prior to the normal expiration of the Term (as defined in the Agreement) thereunder and TxDOT does not grant a replacement agreement to a Substituted Entity, then NTTA and Developer agree and acknowledge that, regardless of the reason for such early termination, TxDOT shall have the right and option to (i) take an assignment of Developer's right, title and interest under this Tolling Services Agreement, and to assume Developer's remaining obligations accruing after the date of assignment, in which event, notwithstanding Section 2(a) and Section 3(a) of this Tolling Services Agreement, this Tolling Services Agreement shall not terminate, but shall remain in full force and effect between TxDOT and NTTA, with the Term hereof expiring on the stated expiration date of the Agreement, and Developer shall have no further obligations hereunder with respect to the period from and after TxDOT's assumption of Developer's remaining obligations, or (ii) enter into a new tolling services agreement with NTTA for customer service, toll collection, enforcement and related services pursuant to the Statute. If TxDOT and NTTA enter into such a new tolling services agreement, whether prior to or after the effective date that the Agreement is terminated, then this Tolling Services Agreement shall automatically terminate concurrently with the effective date of the new tolling services agreement, without prejudicing any claims NTTA may have against (i) Developer for accrued amounts or damages (subject to the limitations set forth in Section 19(g) and Section 24(d)) or (ii) against TxDOT for amounts payable to NTTA by TxDOT in accordance with the terms hereof in respect of the period, if any, from and after the date that TxDOT assumed Developer's obligations under this Tolling Services Agreement to the date that this Tolling Services Agreement is so terminated. If TxDOT elects to take an assignment of this Tolling Services Agreement, then Developer shall thereupon be automatically relieved of and from any obligation or liability under this Tolling Services Agreement arising in respect of this period from and after the effective date of such assignment.

- (b) Except as provided in Section 21(a), neither Party shall have the right to terminate this Tolling Services Agreement unless and until (i) a right to terminate vests in such Party pursuant to Section 21(c) or (d), as applicable, and (ii) there occurs or exists one of the termination events set forth in Section 21(e) or (f).
- (c) The right to terminate shall vest in Developer upon the first to occur of any of the following:
  - (i) The Statute ceases to have legal effect or is amended such that it no longer obligates Developer to utilize NTTA to provide customer service, toll collection or enforcement services for the Project and no other Law then in effect obligates Developer to utilize NTTA to provide customer service, toll collection or enforcement services for the Project;
  - (ii) A final, non-appealable decision is entered by a court holding that (A) the Statute does not impose obligations on the owner, developer or operator of a project within the boundaries described in the Statute to utilize an authority to provide customer service, toll collection or enforcement services, or (B) this Tolling Services Agreement may be terminated and a provider other than NTTA may be engaged to provide customer service, toll collection and enforcement services for the Project; or
  - (iii) NTTA's Board of Directors shall have adopted a rule, policy or directive adopting, approving, or establishing a practice incorporating its determination that (A) the Statute does not impose obligations on the owner, developer or operator of a project within the boundaries described in the Statute to utilize an authority to provide customer service, toll collection or enforcement services, or (B) this Tolling Services Agreement may be terminated and a provider other than NTTA may be engaged to provide customer service, toll collection and enforcement services for the Project.
- (d) The right to terminate shall vest in NTTA upon the first to occur of either of the following:
  - (i) The Statute ceases to have legal effect or is amended such that it no longer obligates NTTA to provide customer service, toll collection or enforcement services for the Project, and no other Law then in effect obligates NTTA to provide customer service, toll collection or enforcement services for the Project;
  - (ii) A final, non-appealable decision is entered by a court holding that (A) the Statute does not impose obligations on NTTA to provide customer service, toll collection or enforcement services for the Project, or (B) this Tolling Services Agreement may be terminated and a provider other than NTTA may be engaged to provide

customer service, toll collection and enforcement services for the Project;

- (iii) NTTA's Board of Directors shall have adopted a rule, policy or directive adopting, approving, or establishing a practice incorporating its determination that (A) the Statute does not impose obligations on NTTA to provide customer service, toll collection or enforcement services for the Project, or (B) this Tolling Services Agreement may be terminated and a provider other than NTTA may be engaged to provide customer service, toll collection and enforcement services for the Project.
- (e) If Developer has a vested right to terminate this Tolling Services Agreement, it may exercise such right in one or the other of the following events, but not otherwise unless by mutual written termination:
- (i) At any time from and after the right to terminate vests that Developer is exercising or entitled to exercise step-in rights under Section 19(d); provided that (A) Developer shall first deliver to NTTA written notice of election to terminate, (B) termination shall be effective the first to occur of (I) a date specified in such notice, which shall not be earlier than 6 months after the date Developer delivers such notice to NTTA and (II) the date Developer and/or its replacement contractor for toll collection and enforcement services is ready to commence performing such services at the same level of performance required of NTTA hereunder, and (C) pending the effective date of termination NTTA shall continue to diligently perform the services for which Developer has not exercised step-in rights, including assisting with transition of services as set forth in Section 21(g), and to receive amounts due to it, in accordance with this Tolling Services Agreement; or
  - (ii) By delivering to NTTA written notice of Developer's election to terminate this Tolling Services Agreement without cause, in which case termination shall be effective upon the later to occur of (A) the date specified in such notice, which shall not be earlier than 12 months after the date the notice is delivered or (B) the end of the then-current Service Period (or with respect to any termination right under this clause (ii) prior to the Service Commencement Date for the Project (or the initial Project Segment, if Developer develops the Project in Project Segments), the end of the ten year period commencing on such Service Commencement Date and ending on the day before the tenth anniversary of such Service Commencement Date), unless Developer specifies a later effective date for termination in its notice or other written notice to NTTA.
- (f) If NTTA has a vested right to terminate this Tolling Services Agreement, it may exercise such right in one or the other of the following events, but not otherwise unless by mutual written termination:

- (i) In the event a default by Developer under this Tolling Services Agreement occurs or continues from and after the date the right to terminate vests, including for failure of Developer to pay any sum when due; provided that (A) such default has continued uncured after the expiration of any applicable cure period afforded hereunder to Developer or any Lender and/or Collateral Agent, (B) NTTA shall first deliver to Developer written notice of election to terminate, (C) termination shall be effective the first to occur of 6 months after NTTA delivers such notice to Developer or the date Developer and/or its replacement contractor for toll collection and enforcement services is ready to commence performing such services, and (D) pending the effective date of termination NTTA shall continue to diligently perform the services hereunder, including assisting with transition of services as set forth in Sections 21(g); or
  - (ii) By delivering to Developer written notice of NTTA's election to terminate this Tolling Services Agreement without cause, in which case termination shall be effective the later to occur of (A) on the date specified in such notice, which shall not be earlier than 12 months after the date the notice is delivered or (B) the end of the then-current Service Period (or with respect to any termination right under this clause (ii) prior to the Service Commencement Date for the Project (or the initial Project Segment, if Developer develops the Project in Project Segments), the end of the ten year period commencing on such Service Commencement Date and ending on the day before the tenth anniversary of such Service Commencement Date), unless NTTA specifies a later effective date for termination in its notice or other written notice to Developer.
- (g) If either Party gives notice of election to terminate this Tolling Services Agreement prior to expiration of the full Term, then NTTA shall reasonably assist and cooperate with Developer and its replacement contractor for toll collection, enforcement and related services to provide a smooth transition of services from NTTA to Developer and such contractor at the end of the term, pursuant to the transition plan developed pursuant to Section 3(c). The foregoing does not obligate NTTA to provide professional consulting services for service transition, except pursuant to Change Order. The reasonable expenses incurred by NTTA in connection with transition services provided by it pursuant to this Section 21(g) shall be paid by Developer, unless the related termination is due to a default by NTTA or the exercise by NTTA of a right to terminate this Tolling Services Agreement without cause, in which case such expenses shall be paid by NTTA. Following the termination of this Tolling Services Agreement, except as provided in Section 3(c), NTTA shall have no further rights under this Tolling Services Agreement, including for the avoidance of doubt no right to receipt of any NTTA Compensation; provided, however, that this sentence shall not limit any claim for damages NTTA may have (including, but not limited to, any claim for lost

NTTA Compensation) in connection with any termination of this Tolling Services Agreement as a consequence of a default by Developer hereunder or any claim or rights NTTA may have with respect to amounts accrued or arising and owing to it in respect of the period prior to termination.

22. Malfunction, Damage or Destruction of NTTA Facilities

- (a) Without derogating from NTTA's payment obligations under Section 7 (but subject to Section 22(d)), if a Transaction is properly transmitted to NTTA's CSC Host but is not received by NTTA due to problems, downtime, other malfunction of NTTA's CSC Host, or due to damage or destruction of NTTA's CSC Host or the facilities in which it is located, Developer shall attempt re-transmission every two hours for a period of 24 hours. If transmission remains unsuccessful, Developer shall thereafter attempt re-transmission expeditiously after NTTA notifies Developer that NTTA's CSC Host is functioning and ready to receive transmissions. During the continuance of any period beyond the first 24 hours that NTTA is unable to so receive Transactions at NTTA's CSC Host, at NTTA's request, Developer shall deliver Transaction data to NTTA in digital form once per day, and NTTA shall reimburse Developer for its reasonable costs of such delivery.
- (b) NTTA shall be entitled to the relief set forth in Section 22(d) in the following circumstances:
  - (i) NTTA's customer service center or information technology system used to provide the services set forth in this Tolling Services Agreement, or the building in which such customer service center or information technology system is housed, is physically damaged or destroyed or otherwise precluded from processing Transactions due to a state of public emergency and as a result thereof NTTA is rendered unable to normally receive or process Transactions for payment;
  - (ii) The event causing the damage, destruction or state of public emergency (and the effects of such event) (A) are not caused by the negligence or willful misconduct or other culpability of NTTA or its officers, employees, agents or representatives, and (B) could not have been avoided by the exercise of caution, due diligence or reasonable care or efforts by NTTA; and
  - (iii) The inability to render such services continues for a period in excess of two consecutive days.
- (c) NTTA shall take all steps reasonably necessary to mitigate the consequences of the foregoing circumstances, including implementing its emergency backup and recovery systems and procedures. NTTA shall bear the costs of repair to and restoration of its own facilities required as

a consequence of the events and occurrences contemplated by this Section.

- (d) If NTTA establishes that the circumstances described in Section 22(b) exist, then:
- (i) NTTA shall be entitled to an extension of time to make payments to Developer regarding Transactions that it is rendered unable to normally receive or process for payment due to such circumstances, provided that such extension of time shall apply only to Transactions that occur up to the 30<sup>th</sup> consecutive day that NTTA is unable to normally receive or process Transactions for payment. For those Transactions for which NTTA is entitled to an extension of time, it shall make payment to Developer for the toll charges associated with such Transactions on the first to occur of (I) five Business Days after NTTA restores service and receives the Transaction at NTTA's CSC Host or NTTA's back-up system, or (II) the date that is the later of (1) 30 days after the Transaction occurs and (2) five Business Days after the date Developer delivers to NTTA in digital form the data for the Transaction that would have been received at NTTA's CSC Host absent the foregoing circumstances.
  - (ii) All toll charges whose payment is deferred pursuant to this Section 22(d), as a consequence of the circumstances described in Section 22(b), beyond the date payment would otherwise be due under Section 7 shall bear interest at a floating rate equal to the LIBOR in effect from time to time, commencing on the date it would be due absent the deferral and continuing until paid. NTTA shall pay such interest concurrently with its payment of the deferred toll charges.
  - (iii) Non-Compliance Points shall not be assessed against NTTA as a result of inability to perform its obligations due solely and directly to the circumstances described in Section 22(b).
  - (iv) For the avoidance of doubt, if any payments owing by NTTA are delayed due to a malfunction that is not attributable to the circumstances described in Section 22(b), then NTTA shall not be excused from any penalties or other consequences of such delayed payment provided for in this Tolling Services Agreement, (including, as applicable, the Delinquent Payment Deductions and any rights and remedies Developer may have pursuant to the provisions hereof concerning performance security and other remedies available to Developer hereunder).
- (e) During any period that NTTA is unable to normally receive or process Transactions for payment, or to render other services hereunder, due to the circumstances described in Section 22(b), Developer shall be free to seek and obtain temporary substitute services elsewhere. NTTA shall

have no right to compensation, and no liability for payment to Developer, respecting Transactions that Developer chooses to process through any such substitute service provider. If NTTA remains unable to normally receive or process Transactions for payment, or to render other services hereunder, due to the circumstances described in Section 22(b), for more than 90 consecutive days, then such non-performance shall constitute a Step-In Trigger Default hereunder.

23. Assignment; New TSA

- (a) Developer shall have the right to assign this Tolling Services Agreement and any letter of credit in favor of Developer as follows, and only as follows:
  - (i) Without NTTA's consent, to any Person that succeeds to the Developer's Interest pursuant to the Agreement and assumes in writing Developer's obligations under the Agreement and this Tolling Services Agreement accruing after the date of assignment;
  - (ii) Without NTTA's consent, to any Lender that succeeds to the Developer's Interest and assumes in writing Developer's obligations under the Agreement and this Tolling Services Agreement accruing after the date of succession to the Developer's Interest;
  - (iii) Without NTTA's consent, following termination or expiration of the Agreement, to TxDOT with liability of TxDOT only for those remaining obligations of Developer accruing after the date of assignment, and to TxDOT's successor, assign or designee that assumes in writing Developer's obligations under this Tolling Services Agreement accruing after the date of assignment; and
  - (iv) To any other Person only with the prior written consent of NTTA in its sole discretion.
- (b) Any acceptance by TxDOT or a Lender or any of their respective successors, assigns or designees of assignment of this Tolling Services Agreement pursuant to Section 23(a) shall not operate to make the assignee responsible or liable for any breach hereof by Developer or for any amounts due and owing hereunder for work or services rendered prior to assumption (but without restriction on NTTA's rights to suspend work or demobilize due to Developer's uncured default).
- (c) NTTA acknowledges that this Tolling Services Agreement is for the personal services of NTTA. Accordingly, NTTA shall have the right to assign this Tolling Services Agreement only as follows:
  - (i) Without Developer's or TxDOT's consent, to any other Person that succeeds to all the governmental powers and authority of NTTA; and

- (ii) To any other Person only with the prior written consent of Developer and TxDOT each in its sole discretion.
- (d) No assignment shall relieve the assigning Party from any liability under this Tolling Services Agreement arising prior to the effective date of assignment, or impair any of the other Party's rights or remedies due to the assigning Party's default occurring prior to the effective date of assignment.
- (e) In the event that (i) the CDA Documents and this Tolling Services Agreement are terminated under circumstances in which, under the terms of Section 20.4.8 of the Agreement, a Lender or Substituted Entity would have the option to enter into New Agreements with TxDOT, and (ii) such Lender or Substituted Entity elects under Section 20.4.8 of the Agreement to enter into New Agreements, then, unless this Tolling Services Agreement was terminated by NTTA pursuant to a right of NTTA to terminate this Tolling Services Agreement without cause, such Lender or Substituted Entity and NTTA also shall enter into a new Tolling Services Agreement (the "New TSA"), subject to the following: (A) the New TSA shall be effective as of the date of termination of this Tolling Services Agreement and shall be for the remainder of the term of this Tolling Services Agreement, and otherwise shall be on the terms, covenants and conditions contained in this Tolling Services Agreement; (B) as a condition to the effectiveness of the New TSA and upon the execution of the New TSA by such Lender or Substituted Entity and NTTA, such Lender or Substituted Entity shall pay to NTTA any and all sums that would be due under this Tolling Services Agreement but for such termination and shall otherwise fully remedy any existing defaults by Developer under this Tolling Services Agreement (provided, however, that with respect to any such defaults by Developer that cannot be cured until such Lender or Substituted Entity obtains possession of the Project, such Lender or Substituted Entity shall have such time, after it obtains possession, as is necessary with the exercise of good faith, diligence and continuity, to cure such defaults, in any event not to exceed 180 days after the date it obtains possession); and (C) as a condition to the effectiveness of the New TSA and upon the execution of the New TSA by such Lender or Substituted Entity and NTTA, without duplication of any amounts previously paid by Developer, such Lender or Substituted Entity shall pay to NTTA all reasonable costs and expenses incurred by NTTA in connection with (1) Developer's default and the termination of this Tolling Services Agreement, (2) the assertion of rights, interests and defenses in any bankruptcy proceeding, (3) all costs incurred by NTTA and not paid by Developer or TxDOT during any period of possession of the Project by TxDOT and (4) the preparation, execution and delivery of the New TSA. Upon request of the applicable Lender or Substituted Entity, NTTA will provide a written, documented statement of the costs and expenses described in clause (C) of the preceding sentence. In the event this Tolling Services Agreement is terminated as a result of any bankruptcy or insolvency proceeding of Developer in which the Agreement is not terminated and New Agreements are not to be entered

into by a Lender or Substituted Entity under Section 20.4.8 of the Agreement, then, without limiting any obligation of Developer, any Lender or any Substituted Entity under applicable law to enter into a new Tolling Services Agreement with NTTA, upon a Lender's or Substituted Entity's written request delivered to NTTA within 60 days of such termination, such Lender or Substituted Entity and NTTA shall enter into a New TSA subject to the terms and conditions set forth in clauses (A) through (C) of the second preceding sentence (and NTTA will reasonably cooperate with Lender or such Substituted Entity in Lender's or such Substituted Entity's procurement of any court, trustee or regulatory approvals required for such New TSA, subject to Lender's or such Substituted Entity's payment of the reasonable costs and expenses of NTTA incurred in connection therewith). The provisions of this Section 23(e) shall survive the termination of this Tolling Services Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 23(e) were a separate and independent contract made by NTTA and the Lender or Substituted Entity.

24. Special Provisions for Compliance with Agreement

- (a) At Developer's request NTTA shall participate in meetings between Developer and TxDOT concerning matters pertaining to this Tolling Services Agreement, NTTA's services hereunder or the coordination of such services with other contractors, provided that, absent an assignment of this Tolling Services Agreement to TxDOT, NTTA shall take direction regarding its services only from Developer.
- (b) At Developer's or TxDOT's request, NTTA shall give evidence in any dispute resolution proceeding pursuant to Section 17.8 of the Agreement.
- (c) NTTA agrees to recognize and attorn to any Lender or TxDOT upon receipt of written notice from the Lender or TxDOT that it has exercised step-in rights under the Agreement. If NTTA receives any such notice, it shall have no obligation to obtain Developer's consent or approval, and no obligation to determine whether the Lender or TxDOT validly exercised its step-in rights. Developer hereby waives and releases any claim or cause of action against NTTA arising out of or relating to its recognition and attornment in reliance on any such written notice.
- (d) Subject to TxDOT's consent, Developer shall have the right to terminate this Tolling Services Agreement upon any termination of the Agreement, without liability of Developer or TxDOT for NTTA's lost profits, lost business opportunity or any other loss, damage, cost or expense, except for NTTA's unamortized costs described in Section 19(a)(ii). Developer and NTTA recognize and acknowledge that upon termination of the Agreement TxDOT may elect to take an assignment from Developer of Developer's right, title and interest under this Tolling Services Agreement, and to assume Developer's remaining obligations accruing after the date of assignment, or to enter into a new service agreement with NTTA.

- (e) Any purported amendment with respect to any of the foregoing matters or any other provision of this Tolling Services Agreement mandated by Section 10.3.2 of the Agreement without the prior written consent of TxDOT shall be null and void.

25. Labor Practices

- (a) NTTA at all times shall comply, and require by contract that all its subcontractors and vendors performing services under this Tolling Services Agreement comply, with all applicable federal and State labor, occupational safety and health standards, rules, regulations and federal and State orders.
- (b) NTTA shall not, and shall cause any subcontractor to not, discriminate on the basis of race, color, national origin, sex, age, religion or handicap in the performance of the services under this Tolling Services Agreement. NTTA shall carry out, and shall cause its subcontractors to carry out, applicable requirements of 49 CFR Part 26. Failure by NTTA to carry out these requirements is a material breach of this Tolling Services Agreement, which may result in termination hereof or such other remedy permitted hereunder as Developer deems appropriate. NTTA shall include this provision in every subcontract (including purchase orders) pertaining to the services under this Tolling Services Agreement.
- (c) NTTA confirms for itself and all subcontractors providing services under this Tolling Services Agreement that NTTA and each such subcontractor has an equal employment opportunity policy ensuring equal employment opportunity without regard to race, color, national origin, sex, age, religion or handicap; and that NTTA and each such subcontractor maintains no employee facilities segregated on the basis of race, color, national origin, sex, age, religion or handicap. NTTA shall comply with all applicable Equal Employment Opportunity and nondiscrimination provisions set forth in Exhibit 8 to the Agreement, and shall require such subcontractors to comply with such provisions.

26. Designation of Authorized Representatives

NTTA and Developer shall each designate an individual or individuals who shall be authorized to make decisions and bind the Parties on matters relating to this Tolling Services Agreement ("Authorized Representative"). Attachment 7 to this Tolling Services Agreement provides the initial Authorized Representative designations. A Party may change such designations by a subsequent writing delivered to the other Party in accordance with Section 27. The Parties shall cause their respective Authorized Representatives to cooperate and coordinate with one another in the administration of this Tolling Services Agreement.

27. Notices

- (a) Any communication, notice or demand of any kind whatsoever under this Tolling Services Agreement shall be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by facsimile or electronic-mail (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Developer:

LBJ Infrastructure Group LLC  
7700 Chevy Chase Drive, Building One, Suite 500C  
Austin, TX 78752-1562  
Attention: Jose Maria Lopez de Fuentes  
Telephone: (512) 637-8545  
Facsimile: (512) 637-1498  
E-mail: jmlopez@cintra.us.com

With copies to:

LBJ Infrastructure Group LLC  
7700 Chevy Chase Dr., Building One, Suite 500C  
Austin, TX 78752  
Attention: Alfonso Orol  
Telephone: (512) 637-8545  
Facsimile: (512) 637-1498  
E-mail: aorol@cintra.us.com

If to NTTA by U.S. mail, facsimile or electronic mail:

North Texas Tollway Authority  
P.O. Box 260729  
Plano, TX 75026  
Attention: Clayton K. Howe  
Telephone: (214) 461-2000  
Facsimile: (214) 528-4826  
E-mail: chowe@ntta.org

If to NTTA by personal delivery or express or courier service:

North Texas Tollway Authority  
5900 W. Plano Parkway, Suite 100  
Plano, TX 75093  
Attention: Clayton K. Howe  
Telephone: (214) 461-2000

or to such other addresses and such other places as any party hereto may from time to time designate by written notice to the others.

- (b) All notices and other communications required or permitted under this Tolling Services Agreement which are addressed as provided in this Section 27 are effective upon delivery, if delivered personally or by overnight mail, facsimile or electronic mail and, are effective five days following deposit in the United States mail, postage prepaid if delivered by mail.

28. TxDOT's Rights

Each provision hereof that expressly requires a consent or approval of TxDOT or states specific rights in favor of TxDOT is for the express benefit of TxDOT as an intended third party beneficiary and may be enforced by TxDOT against the Parties.

29. Amendment

This Tolling Services Agreement may be amended only if in writing executed by Developer and NTTA. Any changes to the performance security requirements under this Tolling Services Agreement, including any substitute performance security in lieu of the letter of credit and/or cash account provided for in Section 16 hereof, is subject to TxDOT's prior written approval.

30. Independent Engineer

As soon as practicable following the Parties' execution and delivery of this Tolling Services Agreement, and in any event no later than the date that is 12 months before the projected Service Commencement Date (subject to extension of such deadline pursuant to Section 35(e) of this Tolling Services Agreement), the Parties shall engage an independent third party engineering firm (the "Independent Engineer") to provide the services that this Tolling Services Agreement states are to be provided by the Independent Engineer. The Independent Engineer shall have at least ten years' experience in the provision of services that are the same as those contemplated to be provided by the Independent Engineer hereunder. The Parties shall engage the Independent Engineer pursuant to a three-party agreement among, and containing terms and conditions reasonably acceptable to, Developer, NTTA and the Independent Engineer (the "Independent Engineer Agreement"), which Independent Engineer Agreement shall provide for, among other things, the right by each Party to unilaterally remove the then acting Independent Engineer (i) for cause or (ii) once every five years without cause; provided, however, that in connection with the removal and replacement of the Independent Engineer without cause, the Party effecting the removal shall bear the costs and expenses of both Parties that are related to the engagement of a successor Independent Engineer. The Independent Engineer Agreement shall include provision for the equal allocation, between Developer and NTTA, of the costs and expenses of the Independent Engineer in the performance of its services under the Independent Engineer Agreement. The Independent Engineer engaged by the Parties pursuant to the

terms hereof may be, but shall not be required to be, the same Person engaged as the Independent Engineer (as defined in the Agreement) under the Agreement. The Independent Engineer is to perform the functions provided for under this Tolling Services Agreement and the Independent Engineer Agreement and to assist and advise the Parties concerning its findings and recommendations. The Independent Engineer's determinations are not final and binding. If there is a continuing disagreement between the Parties concerning any matter subject to review by the Independent Engineer following the Independent Engineer's review and recommendation in respect thereof, such disagreement shall be resolved pursuant to Section 20 hereof. The Parties agree not to disclose the findings, reports or other work product of the Independent Engineer to any person other than a Permitted Person; provided, however, that such non-disclosure restriction shall not apply to any information as and to the extent required to be disclosed by applicable law or to information that becomes public other than by virtue of a breach of this restriction, and such non-disclosure restriction also shall not preclude disclosure of information to any applicable arbitrator or court in a dispute resolution proceeding pursuant to Section 20 of this Tolling Services Agreement. Permitted Persons shall be informed of the confidential nature of the information disclosed to them and shall be required to agree to act in accordance with the provisions of the foregoing non-disclosure provisions with respect to such information.

31. Non-Disparagement

Each Party agrees not to make any statement, written or oral, to any third party which disparages or criticizes the other Party or the other Party's respective officers, directors, agents, or management and business practices, in each case in connection with the performance or administration of this Tolling Services Agreement or in connection with any matter related hereto. The provisions of this Section 31 shall not apply to any truthful statement required to be made by either Party, or such Party's officers, directors or agents, as the case may be, in any legal proceeding or governmental or regulatory investigation or to any internal discussions or communications between the Parties.

32. Governing Law

The laws of the State of Texas shall govern this Tolling Services Agreement.

33. Interpretation

- (a) The title headings of the respective paragraphs of this Tolling Services Agreement are inserted for convenience only, and shall not be deemed to be part of this Tolling Services Agreement or considered in construing this Tolling Services Agreement.
- (b) Wherever the word "including," "includes" or "include" is used in this Tolling Services Agreement, it shall be deemed to be followed by the words "without limitation".

(c) All references to "Section" or "subsection" means the Section or subsection of this Tolling Services Agreement unless specifically provided otherwise.

(d) This Tolling Services Agreement includes all the Attachments hereto.

34. Counterparts

This Tolling Services Agreement may be executed in one or more counterparts, all of which together shall be deemed an original.

35. Modification of Certain Deadlines and Other Items Related to Tolling Commencement for Project Segments Rather than the Project as a Whole.

In the event that Developer is to develop the Project in Project Segments rather than as a whole and, as a consequence thereof, the Service Commencement Date for one or more Project Segments shall occur prior to January 1, 2011, then Developer and NTTA acknowledge and agree that certain of the deadlines set forth in this Tolling Services Agreement for performance of certain obligations by NTTA may need to be extended, certain elements of the fees payable to NTTA pursuant to Section 6 hereof will be adjusted, and the face amount of the letter of credit to be provided pursuant to Section 16(b) hereof shall be modified. Set forth below are terms relating to such matters. Without limiting or impairing any of the extensions provided for below, in the event Developer is to develop the Project in Project Segments, Developer agrees to give NTTA at least 12 months prior written notice of the Service Commencement Date for the first Project Segment. The following extensions and modifications shall apply in respect of the applicable provisions of this Tolling Services Agreement referenced below:

(a) Modification of Section 2(e). The deadline for NTTA's establishment of the trust account contemplated by Section 2(e) of this Tolling Services Agreement in any event shall not occur prior to July 31, 2009, notwithstanding whether the Service Commencement Date for the initial Project Segment shall occur before February 1, 2010.

(b) Modification of Section 3(c). If the Service Commencement Date for the initial Project Segment is to occur before the date that is 30 months following the date upon which Developer has delivered to NTTA prior written notice of the Service Commencement Date for the first Project Segment, then NTTA and Developer shall exercise commercially reasonable efforts to begin, as soon after NTTA's receipt of such notice from Developer as is reasonably possible, to cooperate with each other to prepare the transition plan contemplated by Section 3(c) of this Tolling Services Agreement and to complete such transition plan within 24 months thereafter (or such earlier date as may be reasonably achievable and agreed to in writing by Developer and NTTA). Such time frames shall control over the time frames set forth in Section 3(c) of this Tolling Services Agreement.

(c) Modification of Sections 6(b) and 6(c).

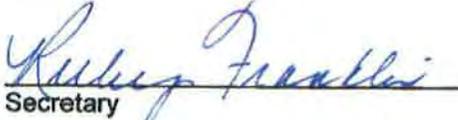
- (i) In the event that Developer is to develop the Project in Project Segments rather than as a whole, the Base Transaction Fee set forth in Section 6(b) and the Variable Transaction Fee set forth in Section 6(c) may be adjusted by NTTA as follows: NTTA shall utilize Developer's Base Case Financial Model projections with respect to (i) traffic and Toll Revenues for the applicable Project Segment, (ii) the respective percentages of Transponder Transactions and Video Transactions for the applicable Project Segment, and (iii) other pertinent data relating to the applicable Project Segment and shall apply the methodology utilized to develop the Base Transaction Fee and Variable Transaction Fee for the entire Project and set forth in Section 6 to determine the Base Transaction Fee and the Variable Transaction Fee for the applicable Project Segment.
- (ii) In the event that Developer develops two or more Project Segments, NTTA may adjust the Base Transaction Fee and the Variable Transaction Fee by using Developer's Base Case Financial Model projections for such segments to determine the Base Transaction Fee and Variable Transaction Fee for such segments as a whole.
- (iii) Upon completion of the Project as a whole, the Base Transaction Fee and the Variable Transaction Fee shall be as set forth in Section 6(b) and 6(c), respectively, of this Tolling Services Agreement.
- (d) Modification of Section 16(a) and (b). In the event that Developer is to develop the Project in Project Segments rather than as a whole, then the face amount of the letter of credit delivered pursuant to Section 16 hereof shall be reduced to an amount that is equal to fifty percent (50%) of the Toll Revenues that Developer's Base Case Financial Model projects will be earned during the applicable Service Year until the Service Year in which Substantial Completion of the entire Project is projected to occur, at which time the face amount of such letter of credit shall be equal to fifty percent (50%) of the Toll Revenues that Developer's Base Case Financial Model projects will be earned during the third Service Year. The face amount of such letter of credit for each of the fourth and succeeding Service Years shall be equal to fifty percent (50%) of the Toll Revenues that Developer's Base Case Financial Model projects will be earned in the applicable Service Year. If Substantial Completion of the entire Project does not occur until after the third Service Year, however, then the face amount of such letter of credit for the Service Year in which Substantial Completion of the entire Project occurs and for each subsequent Service Year shall be equal to fifty percent (50%) of the Toll Revenues that Developer's Base Case Financial Model projects will be earned in the applicable Service Year. Provided that Developer gives NTTA the 12 months' prior written notice of the Service Commencement Date for the first Project Segment as required by this Section 35, then NTTA shall still be required to deliver the applicable letter of credit no later than six

months before the applicable Service Commencement Date. If Developer shall fail to give NTTA the required 12 months' prior written notice of the Service Commencement Date for the first Project Segment, then NTTA shall not be required to deliver the applicable letter of credit until six months after such notice is given.

- (e) Modification of Section 30. If the Service Commencement Date for the initial Project Segment is to occur before the date that is 15 months following the date upon which Developer has delivered to NTTA prior written notice of the Service Commencement Date for the first Project Segment, then the deadline by which the Parties are to engage the Independent Engineer pursuant to Section 30 of this Tolling Services Agreement shall be extended to the date that is four months following the date upon which Developer has delivered to NTTA such prior written notice (or such later date as may be agreed to by NTTA and Developer in writing).
  
- (f) Possible Modification of Other Provisions. If Developer shall fail to give NTTA at least 12 months' prior written notice of the Service Commencement Date for the first Project Segment, then, without limiting or impairing any of the rights and remedies of NTTA under this Tolling Services Agreement with respect to such failure, NTTA and Developer acknowledge and agree that the following deadlines set forth in the following Sections of this Tolling Services Agreement shall be extended, as may be reasonably required to permit NTTA to perform its obligations thereunder in a commercially reasonable manner: (i) the deadline of six months before the Service Commencement Date set forth in Sections 8(f) and 9(e) of this Tolling Services Agreement; (ii) the deadline of 90 days before the projected Service Commencement Date set forth in Section 12(c) of this Tolling Services Agreement for testing of the interconnection and interoperability of the ETCS and the CSC Host; (iii) the deadline of 120 days before the Service Commencement Date set forth in Section 13(d) of this Tolling Services Agreement for the Parties' preparation of a mutually acceptable plan for identifying, promoting and advertising NTTA's association with the Project; and (iv) the deadline of nine months before the scheduled Service Commencement Date set forth in Section 14(g) of this Tolling Services Agreement for NTTA's delivery to Developer of sample report formats.

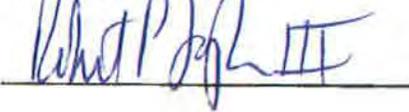
IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Tolling Services Agreement as of the date first written above.

Attest:

  
Secretary

APPROVED AS TO FORM:

Locke Lord Bissell & Liddell LLP,  
General Counsel to NTTA

By: 

NTTA

**NORTH TEXAS TOLLWAY AUTHORITY,**  
a regional tollway authority and a  
subdivision of the State of Texas

By:   
Name: Janice D. Davis  
Title: Interim Executive Director

Developer

**LBJ INFRASTRUCTURE GROUP LLC, a**  
Delaware limited liability company

By:   
Name: Carlos Ugarte  
Title: Authorized Representative

By:   
Name: Joseph Aiello  
Title: Authorized Representative

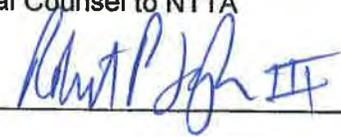
IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Tolling Services Agreement as of the date first written above.

Attest:

  
Secretary

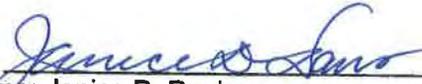
APPROVED AS TO FORM:

Locke Lord Bissell & Liddell LLP,  
General Counsel to NTTA

By: 

**NTTA**

**NORTH TEXAS TOLLWAY AUTHORITY,**  
a regional tollway authority and a  
subdivision of the State of Texas

By:   
Name: Janice D. Davis  
Title: Interim Executive Director

**Developer**

**LBJ INFRASTRUCTURE GROUP LLC, a**  
Delaware limited liability company

By: \_\_\_\_\_  
Name: Carlos Ugarte  
Title: Authorized Representative

By: \_\_\_\_\_  
Name: Joseph Aiello  
Title: Authorized Representative

## **Attachment 1**

### **Definitions**

#### Definitions from Agreement

The following lists the capitalized terms that are used in this Tolling Services Agreement and defined in the Agreement:

Affiliate  
CDA Documents  
Contractor  
Customer Groups  
Day or day  
Developer's Interest  
Directive Letter  
Electronic Toll Collection System, or ETCS  
Exempt Vehicles  
Force Majeure Event  
Functional Availability  
Good Industry Practice  
Incidental Charges  
Laws  
Lender  
LIBOR  
New Agreements  
Person  
Project  
Project Segment  
Project Trust Agreement  
Service Commencement  
Service Commencement Date  
Special Vehicles  
Substantial Completion  
Substituted Entity  
Target  
Technical Documents  
Technical Provisions  
Termination for Convenience  
Toll Revenue  
Toll Revenue Account  
User  
User Classification  
VES  
Video Transaction User

Additional Definitions:

**Agreement** means the certain Comprehensive Development Agreement dated September 4, 2009 between Developer and TxDOT concerning the Project.

**Authorized Representative** means the individuals authorized to make decisions and bind the Parties on matters relating to this Tolling Services Agreement pursuant to Section 26. Where the term is used with reference to TxDOT, it has the meaning set forth in the Agreement.

**Average Monthly NTTA Compensation** means (i) after this Tolling Services Agreement has been in effect for a period of at least 12 full calendar months following the Service Commencement Date for the final Project Segment to be developed as part of the Project pursuant to the Agreement, one twelfth (1/12) of the total NTTA Compensation for the 12 full calendar months immediately preceding the termination of this Tolling Services Agreement requiring a determination of the Average Monthly NTTA Compensation or (ii) prior to such time as this Tolling Services Agreement has been in effect for 12 full calendar months following the Service Commencement Date for the final Project Segment to be developed as part of the Project pursuant to the Agreement, the monthly average of the NTTA Compensation for the number of full calendar months during which this Tolling Services Agreement has been in effect following the Service Commencement Date for the Project Segment most recently developed prior to the termination of this Tolling Services Agreement requiring a determination of the Average Monthly NTTA Compensation.

**Average Monthly NTTA Cost of Services** means (i) after this Tolling Services Agreement has been in effect for a period of at least 12 full calendar months following the Service Commencement Date for the final Project Segment to be developed as part of the Project pursuant to the Agreement, one twelfth (1/12) of NTTA's total cost of providing services hereunder for the 12 full calendar months immediately preceding the termination of this Tolling Services Agreement requiring a determination of the Average Monthly NTTA Cost of Services or (ii) prior to such time as this Tolling Services Agreement has been in effect for 12 full calendar months following the Service Commencement Date for the final Project Segment to be developed as part of the Project pursuant to the Agreement, the monthly average of NTTA's total cost of providing services hereunder for the number of full calendar months during which this Tolling Services Agreement has been in effect following the Service Commencement Date for the Project Segment most recently developed prior to the termination of this Tolling Services Agreement requiring a determination of the Average Monthly NTTA Cost of Services. NTTA's total cost of providing services used for purposes of determining the Average Monthly NTTA Cost of Services shall not include any costs that otherwise would be included in the total cost of providing services hereunder that have actually been recovered by NTTA through the collection of Incidental Charges.

**Base Transaction Fee** has the meaning set forth in Section 6(b).

**Business Continuity Plan** has the meaning set forth in Section 4(a)(viii).

**Business Day** means a day on which NTTA is officially open for business.

**Candidate Vehicle** means a vehicle for which Developer transmits one of the following to NTTA's CSC Host:

- (a) A valid Transponder Transaction; or
- (b) (i) a Video Transaction with an unobstructed readable video image of a license plate that bears a serialized or personalized plate number and means to identify the issuing jurisdiction, which in the case of a vehicle with a trailer (including a truck with a trailer) must be the front license plate, and (ii) video data as required by the ICD.

For this purpose, a “readable video image” means an image produced by the VES and transmitted to NTTA’s CSC Host in which both plate number and issuing jurisdiction can be reliably read electronically or by the human eye.

**Change Directive** means a written direction signed by Developer directing a change in the services that complies with the requirements of Section 17(a).

**Change Order** means a written order issued by Developer to NTTA delineating changes in services or in technical terms and conditions (including changes in the standards) applicable to the services in accordance with Section 17 and establishing, if appropriate, an adjustment to NTTA’s compensation in accordance with Section 17.

**Consolidated Master List** has the meaning set forth in Section 12(d).

**Delinquent Payment Deduction** has the meaning set forth in Section 6(d).

**Developer** means LBJ Infrastructure Group LLC, a Delaware limited liability company.

**Developer-NTTA Regular Meeting** has the meaning set forth in Section 4(k).

**Duplicate Transaction** means any circumstances resulting in more than one Transaction generated from the same vehicle within two minutes at the same general location (e.g., same or adjacent lane).

**Emergency Mode** means the period and circumstances when tolls are suspended on the Project or a portion of the Project in accordance with Section 3.6 of the Agreement.

**Incidental Charges** means:

- (a) Reasonable amounts for the purchase or rental of transponders or other electronic toll devices;
- (b) Reasonable, refundable security deposits for the distribution of transponders or other electronic toll devices;
- (c) Reasonable administrative fees for account maintenance and account statements;
- (d) Reasonable fees, penalties and interest for toll violations, including costs of collection;

- (e) Amounts, with respect to Video Transactions, reasonably necessary for NTTA to recover (i) its reasonable out-of-pocket costs and expenses and (ii) a reasonable amount to reflect its collection risk.
- (f) Other reasonable fees and charges for customary incidental services to Users for whom NTTA manages electronic tolling accounts (on the same basis as uniformly charged with respect to NTTA's own facilities).

Without limiting the requirements in the preceding provisions of this definition to charge reasonable fees, charges, penalties, interest or other amounts, NTTA shall determine and assess Incidental Charges under this Tolling Services Agreement consistent with its practices in respect of its own facilities.

**Independent Engineer** has the meaning set forth in Section 30.

**Independent Engineer Agreement** has the meaning set forth in Section 30.

**Intellectual Property Rights** means all intellectual property rights throughout the world, including all copyrights, copyright registrations and applications, patent rights, know-how, trade secrets, author's rights, algorithms, computer software and other intellectual property rights, as may exist now or hereafter come into existence, and all renewals and extensions thereof.

**Interface Control Document** or **ICD** means the document attached as Attachment 3 to this Tolling Services Agreement setting forth interface standards for NTTA's CSC Host and the ETCS, including the manner in which data shall be transmitted and received between NTTA's CSC Host and the ETCS, as such document may be revised or updated by NTTA from time to time.

**Interoperability Functions** means electronic funds transfer and clearing functions and capabilities established and operated by NTTA to enable the settlement and payment to the trustee under the Project Trust Agreement of electronic toll charges for Transponder Transactions on the Project by vehicles equipped with transponders issued by Toll Operators and Transponder Issuers other than NTTA.

**Interoperable Transactions** means Transactions involving Toll Operators other than NTTA; except that if NTTA's provision of services under this Tolling Services Agreement has been suspended or terminated, whether due to the Developer's exercise of step-in rights under Section 19 or for any other reason, "**Interoperable Transactions**" means Transactions involving Toll Operators other than an entity that is providing tolling services under this Tolling Services Agreement at the time of such a Transaction.

**Interoperable Transponder Transactions** means Transponder Transactions involving transponders of Transponder Issuers other than NTTA; except that if NTTA's provision of services under this Tolling Services Agreement has been suspended or terminated, whether due to the Developer's exercise of step-in rights under Section 19 or for any other reason, "**Interoperable Transponder Transactions**" means Transponder Transactions involving transponders of Transponder Issuers other than an entity that is

providing tolling services under this Tolling Services Agreement at the time of such a Transaction.

**New TSA** has the meaning set forth in Section 23(e).

**Non-Compliance Deduction** has the meaning set forth in Section 6(e).

**Non-Compliance Points** has the meaning set forth in Section 6(e) and Attachment 2 to this Tolling Services Agreement.

**NTTA** means the North Texas Tollway Authority.

**NTTA Compensation** has the meaning set forth in Section 6(a).

**NTTA Prospective Compensation Damages Limit** means the greater of the following:

- (a) the amount determined by subtracting (x) the Average Monthly NTTA Cost of Services from (y) the Average Monthly NTTA Compensation and multiplying the difference by 60; or
- (b) the amount determined by multiplying (x) the Average Monthly NTTA Compensation by (y) ten percent (10%) and then multiplying the product so obtained by 60.

**NTTA's CSC Host** means the central computer system of NTTA that supports customer service center account management functions for toll road facilities owned by NTTA.

**Open Book Basis** means allowing each Party to review all underlying assumptions and data of the other Party associated with pricing or compensation (whether of Developer or NTTA) or adjustments thereto, including assumptions and data as to marginal costs or other applicable costs, composition of equipment spreads, equipment rates, labor rates, productivity, estimating factors, design and productivity allowance, contingency and indirect costs, risk pricing, discount rates, interest rates, inflation and deflation rates, traffic volumes by User Classification, Toll Revenues, changes in toll rates, and other items reasonably required to satisfy the Party as to the reasonableness of the amount.

**Party** means Developer or NTTA, as the context may require, and "**Parties**" means Developer and NTTA, collectively.

**Patron Confidential Information** has the meaning set forth in Section 4(n)(i).

**Payment Period** means each calendar month during the Term of this Tolling Services Agreement from and after the Service Commencement Date, which shall include (if the Service Commencement Date occurs on a date other than the first day of a calendar month), the partial calendar month from and after the Service Commencement Date and which also shall include any partial calendar month at the end of the Term.

**Performance Standards** means the requirements, measures and standards for NTTA's performance set forth in Attachment 2 to this Tolling Services Agreement.

**Permitted Person** for purposes of Section 30 of this Tolling Services Agreement means (i) the partners, members, shareholders, directors, managers, officers and employees of the Parties who have a reasonable need to know the related information, (ii) accountants, attorneys, consultants and other professionals rendering services in connection with the Project or this Tolling Services Agreement and (iii) lenders and potential lenders to the Project or to the applicable Party.

**Replacement Provider Compensation Damages Limit** means in the case of any termination or step-in (by Developer due to a default by NTTA), the difference in the compensation payable to such replacement service provider and the compensation that would have been payable to NTTA hereunder for five years, utilizing in each instance regular rates of compensation of such replacement service provider.

**Service Period** means (a) the ten-year period beginning on the Service Commencement Date for the Project (or the initial Project Segment, if Developer develops the Project in Project Segments) and ending on the day before the tenth anniversary of such Service Commencement Date, and (b) beginning on the tenth anniversary of such Service Commencement Date, each successive five-year period thereafter.

**Service Year** shall mean each twelve (12) month period during the Term commencing on the Service Commencement Date for the Project (or the initial Project Segment, if Developer develops the Project in Project Segments) or an anniversary thereof and ending on (but including) the day before the next succeeding anniversary of such Service Commencement Date.

**Statewide Confidentiality Protocols** has the meaning set forth in Section 4(n)(ii).

**Term** has the meaning set forth in Section 3(a).

**Tolling Services Agreement** means this Tolling Services Agreement between NTTA and Developer.

**Toll Operator** means any Person, including NTTA and Developer, who or which (a) manages and operates a tolled roadway in the State of Texas and (b) participates with NTTA in interoperability protocols, agreements and arrangements.

**Toll Operator Dispute Account** means the trust account by that name established or to be established under the Project Trust Agreement.

**Transaction** means either a Transponder Transaction or a Video Transaction; and **Transactions** means all Transponder Transactions and Video Transactions.

**Transponder Issuer** means any Person, including NTTA and Developer, who or which (a) issues transponders for mounting in vehicles and transacting Transponder Transactions on any tolled roadway in the State of Texas and (b) participates with NTTA in interoperability protocols, agreements and arrangements.

**Transponder Transaction** means each electronic record of a toll, which may include video images and video data that together constitute one toll payable from a customer,

that are properly transmitted to NTTA's CSC Host in accordance with the ICD and Section 9 (including where the transmission is not received due to problems, downtime or other malfunction of NTTA's CSC Host) respecting a vehicle that (a) passes through a toll lane on the Project, (b) is equipped with a transponder issued by a Transponder Issuer, and (c) has a sufficient account balance at the time of posting or re-posting to pay in full the applicable toll rate.

**TxDOT** means the Texas Department of Transportation.

**Unpostable Transponder Transaction** means a Transponder Transaction that cannot be posted to an NTTA customer account due to reasons other than malfunctions of NTTA's CSC Host.

**Variable Transaction Fee** has the meaning set forth in Section 6(c).

**Video Transaction** means each electronic record of a toll and set of contemporaneous video images of license plates and other video data (as required by the ICD) that are properly transmitted to NTTA's CSC Host in accordance with the ICD (including where the transmission is not received due to problems, downtime or other malfunction of NTTA's CSC Host) respecting (a) a Candidate Vehicle under subsection (b) of the definition of Candidate Vehicle that passes through a toll lane on the Project or (b) a vehicle that passes through a toll lane on the Project and is equipped with a transponder that is (i) issued by a Transponder Issuer and (ii) associated with an account not closed at the time of transmission but having an insufficient account balance at the times of debit and re-debits to pay in full the applicable Transponder Transaction toll rate.

## Attachment 2

### Performance Standards and Non-Compliance Points

Performance Standard	Std.	Points
<b>1. Non-Compliance Deduction Related Non-Compliance Points</b>		
1. Less than 5% of walk in customers at the "store front" kept waiting for greater than ten minutes before being seen by NTTA staff, as demonstrated by statistically reliable random sampling each month.	<5% greater than 10 mins.	4
2. Call Efficiency – 80/20 service level with 80% of calls to be answered within 20 seconds.	80% in 20 seconds	3
3. Customer service requests via NTTA's Online CSC will be responded to within 2 business days.	within 2 business days	3
4. 95% of customer service requests via email, facsimile, and postal mail will be responded to within 2 business days.	within 2 business days	2
5. Customer Service Hours – operating sales office with walk in customer service manned in-person 7 AM to 7 PM, Monday through Friday local time and 9 AM to 1 PM Saturday local time, excluding NTTA-observed holidays		1
6. Customer Service Hours – manned telephone coverage 7 AM to 7 PM, Monday through Friday local time and 9 AM to 1 PM Saturday local time, excluding NTTA-observed holidays, and 24 hour availability of IVR system. Faults to telephone line and/or IVR rectified as soon as possible but no later than within 24 hours, with the possible exception of faults outside of scheduled maintenance and failures due to non-NTTA equipment or failures outside NTTA's control.	within 24 hours	1
7. 24X7 availability of secure customer access through NTTA Online CSC (in English and Spanish) for account maintenance purposes (including opening an account, changing information on an account, viewing account status and statements, and replenishing an account balance, etc.). Faults that result in NTTA Online CSC being unavailable (outside of scheduled maintenance and failures due to non-NTTA equipment or failures outside NTTA's control) rectified as soon as possible but no later than within 24 hours.	within 24 hours	3
8. 24X7 availability to receive email. Faults to email availability rectified as soon as possible but no later than within 24 hours. Exceptions include faults outside of scheduled maintenance and failures due to non-NTTA equipment or failures outside NTTA's control.	within 24 hours	1
9. 24X7 availability to receive facsimile. Faults to facsimile availability rectified as soon as possible but no later than within 24 hours. Exceptions include faults outside of scheduled maintenance and failures due to non-NTTA equipment or failures outside NTTA's control.	within 24 hours	1
10. Call abandon rate less than or equal to 4%.	< or = 4%	2
11. 96% of escalations received via the Service Recovery Process receive a response within one Business Day.	96%	2
12. 96% of Customer Service Specialists will have at least two customer interactions monitored each month.	96%	3
13. The NTTA Customer Service Center shall maintain a 90% or higher quality monitoring rating each month, based on evaluations using the quality monitoring form appended to this <u>Attachment 2</u> as <u>Appendix A</u> .	>90%	3
14. NTTA CSC Host Availability - NTTA CSC Host shall be available to receive information from Developer on a 24X7 basis (excluding scheduled maintenance and failures due to non-NTTA equipment or failures outside NTTA's control). Any fault that results in NTTA CSC Host being unavailable (outside of scheduled maintenance and failures due to non-NTTA equipment or failures outside NTTA's control) rectified as soon as possible but no later than within 24 hours.	24 hours	4
15. Reconciled monthly financial reports under <u>Section 14(a)</u> shall be available by the 15th day of the month following the month being reported upon.	15 days	4
16. Monthly Delinquent Payment Deduction report under <u>Section 14(d)</u> shall be available by the 15th day of the month following the month being reported upon.	15 days	4

17. Monthly Non-Compliance Deduction report under <u>Section 14(e)</u> shall be available by the 15th day of the month following the month being reported upon.	15 days	4
18. Determine and document disposition of 98% of customer disputes within five Business Days after notice of dispute received by telephone, by email, by written correspondence or in person. Rejection or request for further information due to insufficient information from customer constitutes a determination and disposition.	Within 5 business days	3
19. For customer disputes determined to require a refund of an overcharge, issue 99% of customer refunds (and mail if appropriate) within five Business Days after resolution of dispute.	Within 5 business days	3
20. For any customer correspondence requiring a written response, including requests for written receipts, 98% are provided a written response within three Business Days	Within 3 business days	2
21. Where relevant and to the extent not already included in NTTA reports to the Developer, provide Developer with reports as discussed under <u>Sections 14(f) and 14(h)</u> .	N/A	5
22. NTTA shall deliver to Developer such other information as Developer or any Lender may reasonably request (and that is reasonably available to NTTA within the time frame for delivery contemplated for this Performance Standard) to operate the Project and to evaluate NTTA's compliance with and performance of this Tolling Services Agreement.	Within 3 business days	1
23. NTTA will not charge a User more than once for a single transaction submitted to the NTTA by the Developer.	100%	3
24. NTTA will not charge a toll different than that identified by the Developer.	100%	3

## Appendix A to Attachment 2

### Quality Monitoring Forms

(Refer to Item 13 of Attachment 2)

#### Call Quality

<b>Opening</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
Greets customers and thanks them for calling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>		
Branded the call NTTA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provided their name and department name	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>		
Obtains/Verifies necessary customer information for call type			<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	
Category Comment:	<input type="checkbox"/>		
<b>Customer Account Information</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
Verify/Update account address	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Verify/Update account e-mail address	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>		
Verify/Update account phone number		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>		
Verify/Update account vehicle information		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>		
Category Comment:	<input type="checkbox"/>		
<b>Analytical Skills</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
Asks probing/clarifying questions * (Forfeit)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>		
Actively listens * (Forfeit)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Category Comment:	<input type="checkbox"/>		
<b>Resolution</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
Provides best option(s) for resolution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>		
Utilized available tools	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Accurately noted account and made appropriate changes/updates		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	
Educates customer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Category Comment:	<input type="checkbox"/>		
<b>Call Handle Procedures</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
Follows hold proper steps (i.e. - asks for permission, thanks for holding)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	
Follows proper transfer steps (i.e. - explains transfer process/follows hold procedure/debriefs person receiving transfer/Thanks Customer)		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>		
Category Comment:	<input type="checkbox"/>		

	Yes	No	N/A
Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Courteous, professional tone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Speaks clearly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Uses customer name or Sir/Madam	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provides clear, concise information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Avoids use of technical/internal jargon	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Manages dead air time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Avoids interrupting customer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Conveys appropriate empathy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Defuses customer anger	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Category Comment:	<input type="checkbox"/>		
Closing	Yes	No	N/A
Summarizes call and actions taken	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Offers additional assistance and mentioned website option	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Expressed appreciation - Thank You	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Asked - Is there anything else I can help you with?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Branded the closing - NTTA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Category Comment:			
Section Comment:	<input type="checkbox"/>		

Summary

Rating:   
 Comments:

Microsoft Excel - ssqmform

File Edit View Insert Format Tools Data Window Help

Type a question for help

100%

Reply with Changes... End Review...

G5 A

	A	B	C	D	E	F	G	H	I	J	K
1	<b>Support Services Quality Monitoring Form</b>										
2											
3	CSS:	<input type="text"/>		Team Lead:	<input type="text"/>						
4											
5	Process:	<input type="text" value="Image Review"/>		Date:	<input type="text"/>						
6											
7	<b>Accuracy / Timeliness</b>						<b>Score</b>				
8	<input type="text"/>						<input type="text" value="40"/>		of 40		
9											
10											
11											
12											
13	<b>Communication Skills / Customer Service</b>						<b>Score</b>				
14	<input type="text"/>						<input type="text" value="40"/>		of 40		
15											
16											
17											
18											
19	<b>Analytical Skills / Decision Making</b>						<b>Score</b>				
20	<input type="text"/>						<input type="text" value="20"/>		of 20		
21											
22											
23											
24											
25	<b>Total Score</b>						<b>100%</b>				
26											
27											
28											
29											

Ready NUM

**Quality Evaluation Form – NTTA**  
(Customer Center)

CSS Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Observer: \_\_\_\_\_ Time: \_\_\_\_\_

<b>1.0 INTRODUCTION</b>	(Total Possible = 20) Score	Notes
1.1 Properly greeted customer	<input type="checkbox"/> Yes = 10, <input type="checkbox"/> No = 0	
1.2 Offered assistance	<input type="checkbox"/> Yes = 10, <input type="checkbox"/> No = 0	
<b>2.0 REASON FOR VISIT</b>	(Total Possible = 20) Score	Notes
2.1 Restated customer issue for clarification	<input type="checkbox"/> Yes = 5, <input type="checkbox"/> No = 0, <input type="checkbox"/> NA = 5	
2.2 Asked fact-finding questions to obtain necessary information	<input type="checkbox"/> Yes = 5, <input type="checkbox"/> No = 0, <input type="checkbox"/> NA = 5	
2.3 Validated customer information	<input type="checkbox"/> Yes = 5, <input type="checkbox"/> No = 0, <input type="checkbox"/> NA = 5	
2.4 Responses indicated understanding of issue	<input type="checkbox"/> Yes = 5, <input type="checkbox"/> No = 0, <input type="checkbox"/> NA = 5	
<b>3.0 RESOLUTION</b>	(Total Possible = 20) Score	Notes
3.1 Utilized available tools	<input type="checkbox"/> Yes = 4, <input type="checkbox"/> No = 0, <input type="checkbox"/> NA = 4	
3.2 Provided best options for resolution	<input type="checkbox"/> Yes = 4, <input type="checkbox"/> No = 0, <input type="checkbox"/> NA = 4	
3.3 Provided accurate and complete explanations	<input type="checkbox"/> Yes = 4, <input type="checkbox"/> No = 0, <input type="checkbox"/> NA = 4	
3.4 Verified customer understanding of information and/or explanation provided	<input type="checkbox"/> Yes = 4, <input type="checkbox"/> No = 0, <input type="checkbox"/> NA = 4	
3.5 Accurately noted account and made appropriate changes/updates	<input type="checkbox"/> Yes = 4, <input type="checkbox"/> No = 0, <input type="checkbox"/> NA = 4	
<b>4.0 CLOSING</b>	(Total Possible = 20) Score	Notes
4.1 Mentioned website option	<input type="checkbox"/> Yes = 5, <input type="checkbox"/> No = 0	
4.2 Asked, "Is there anything else I can help you with?"	<input type="checkbox"/> Yes = 10, <input type="checkbox"/> No = 0	
4.3 Expressed appreciation "Thank You"	<input type="checkbox"/> Yes = 5, <input type="checkbox"/> No = 0	
<b>5.0 CUSTOMER EXPERIENCE</b>	(Total Possible = 20) Score	Notes
5.1 Managed customer effectively	<input type="checkbox"/> Yes = 4, <input type="checkbox"/> No = 0	
5.2 Consistently acknowledged customer	<input type="checkbox"/> Yes = 2, <input type="checkbox"/> No = 0	
5.3 Empathized by sincerely acknowledging customer emotion	<input type="checkbox"/> Yes = 2, <input type="checkbox"/> No = 0, <input type="checkbox"/> NA = 2	
5.4 Used effective listening skills, did not interrupt	<input type="checkbox"/> Yes = 2, <input type="checkbox"/> No = 0	
5.5 Apologized when appropriate	<input type="checkbox"/> Yes = 2, <input type="checkbox"/> No = 0, <input type="checkbox"/> NA = 2	
5.6 Clearly articulated words	<input type="checkbox"/> Yes = 2, <input type="checkbox"/> No = 0	
5.7 Built rapport using winning words	<input type="checkbox"/> Yes = 2, <input type="checkbox"/> No = 0	
5.8 Maintained professional tone and temper	<input type="checkbox"/> Yes = 4, <input type="checkbox"/> No = 0	
<b>6.0 BONUS</b>		
<input type="checkbox"/> Managed / Handled objections	<input type="checkbox"/> Yes = 2, <input type="checkbox"/> No = 0	
<input type="checkbox"/> Recovered customer in difficult situations	<input type="checkbox"/> Yes = 2, <input type="checkbox"/> No = 0	
<input type="checkbox"/> Prevented escalation	<input type="checkbox"/> Yes = 2, <input type="checkbox"/> No = 0	
<b>TOTAL SCORE:</b> _____	Comments: _____	

**Attachment 3**  
**Interface Control Document**

# ***Customer Service Center (CSC) / Toll Management System (TMS)***

## ***Interface Control Document***

**Version 1.1  
November 2007**

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# Appendices

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Appendix N	Violation Status Codes Flow

## 1. Document Revision History

Version	Date	Summary of Revisions
1.0	10/13/2006	Created for Toll Services Agreement
1.1	11/2007	Added fields required for IH 635

## 2. Document Acronyms and Definitions

**Table 1 Document Acronyms and Definitions**

<b>Acronym</b>	<b>Acronym definition</b>
ACK	Acknowledgement
CSC	Customer Service Center
CTRMA	Central Texas Regional Mobility Authority
CTTP	Central Texas Turnpike Project
DSP	Disposition
ETC	Electronic Toll Collection
FTP	File Transfer Protocol
I-Toll	Place holder
ICD	Interface Control Document
NAK	Not Acknowledged
NTTA	North Texas Tollway Authority
OCR	Optical Character Recognition
RMA	Regional Mobility Authority
TMS	Toll Management System
TPL8	Tag / Plate Association Data File
TTA	Texas Turnpike Authority - A division of the Texas Department of Transportation
TVL	Tag Validation List
TxDOT	Texas Department of Transportation
TXN	Transaction
V-Toll	A violation transaction associated with a customer's transponder due to the transponder, which is in good standing, being misread in a toll lane. These transactions are posted to the customer's account at the ETC toll rate without any violation fees in the CSC.
VIOS	Violations
VPC	Violation Processing Center

## **1. Introduction – Subsystem Interface Controls**

This document is the Interface Control Document (ICD) that defines the interface between a Toll Management System (TMS) Host and the Customer Service Center (CSC) system interfaces.

**Note:** The CSC includes the Violation Processing Center (VPC) functionality. This document does NOT cover the Interoperability file exchange.

The Developer shall provide transactions containing image quality (OCR confidence) for both the license plate and state, the image reference, license plate, the cross-referenced TollTag, HOV/SOV designation, Transponder Transaction toll amount due, Video Transaction Toll amount dues and necessary data for the NTTA to pursue Transponder Transactions and Video Toll Transactions.

This document is considered draft, but is intended to contain the data elements required for Transponder Transaction and Video Toll Transaction processing by the NTTA.

This document will be finalized by the NTTA based on the tolling scheme and final decisions made by TxDOT, NTTA and the Developer.

### **3.1 Purpose**

This ICD documents the subsystem interface requirements for subscribing authorities and agencies developing an interface to the CSC back office systems.

The ICD describes the requirements for transactions, commands and data elements used to implement the interfaces of the data transfers between a Toll Management System (TMS) Host and the CSC.

### **3.2 Referenced Documents**

The following documents, of the exact issue stated, form a part of these design criteria to the extent stated by reference within this document.

#### **3.2.1 Customer Documents**

None at this time.

#### **3.2.2 Vendor Documents**

None at this time.

## **2. TMS Host – to/from - CSC Interface**

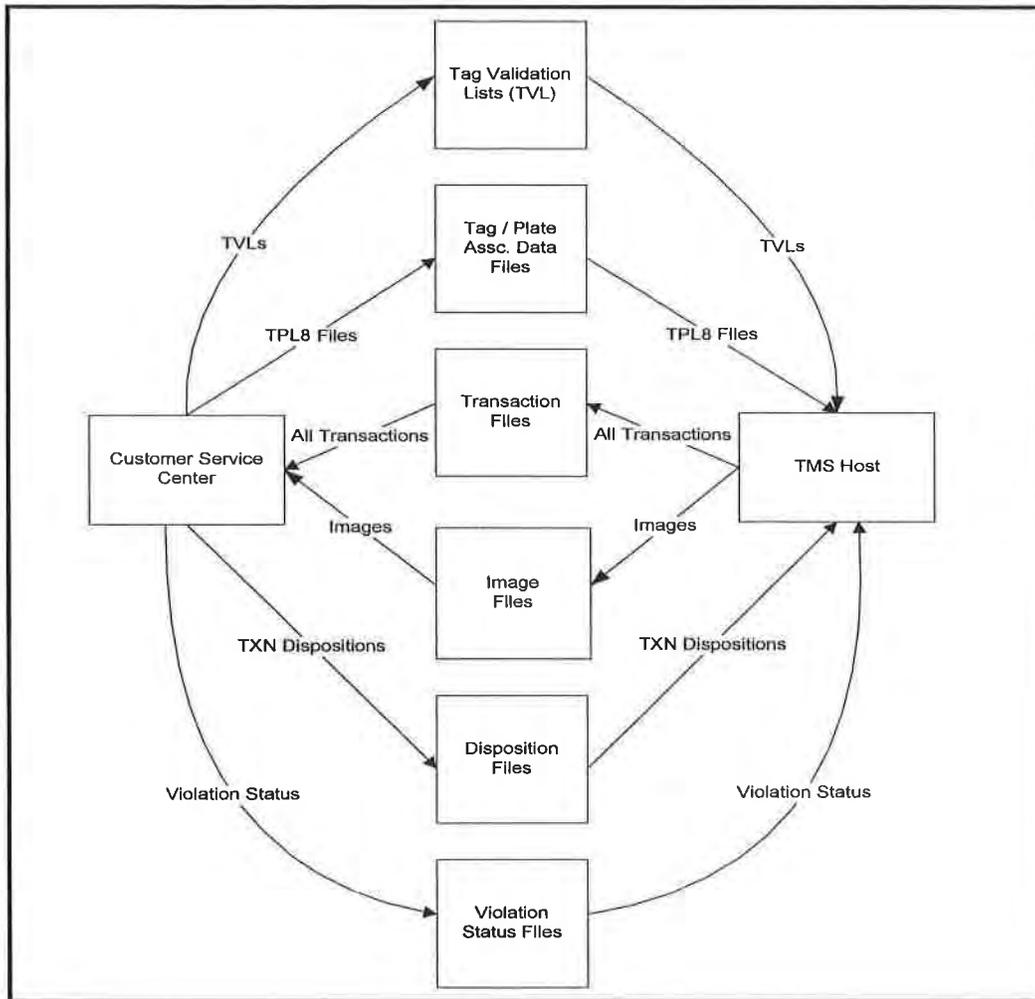
The TMS Host – to/from – CSC Interface consists of the following file transfers:

**Note:** All files exchanged between the CSC and a TMS Host shall be accomplished using File Transfer Protocol (FTP). All FTP servers must be password protected, and usernames and passwords will be shared at a mutually agreed time between the subscriber / Developer and the CSC operator.

1. Tag Validation List (TVL) File (Pushed from CSC to the TMS Host)
2. Tag / Plate Association Data File (Pushed from the CSC to the TMS Host)
3. Transaction Files (Pushed from the TMS Host to the CSC)
4. Image Files (Pulled from the TMS Host by the CSC)

**Note:** Image files shall be pulled from the TMS Host FTP Server as needed.

5. Disposition Files (Pushed from the CSC to the TMS Host)
6. Violation Status Files (Pushed from the TMS Host to the CSC)
7. Acknowledgement Files



#### 4.1.1 CSC / TMS Host File Transfer Locations

The CSC and TMS Host shall use the following locations on their respective FTP Servers to push, pull and archive files required by the CSC / TMS Host Interface.

**Note:** The TMS Host should constantly monitor its FTP site for file transfers provided by the CSC. Likewise, the CSC should constantly monitor its FTP site for file transfers from the TMS Host.

##### 4.1.1.1 Tag Validation List File Transfers – FTP Server File Location

The CSC creates Tag Validation List Files and transmits them to the TMS Host for processing.

The structure of the file system on the TMS Host FTP Server for delivery of the Tag Validation List Files shall be as follows:

```
ftp:/// (TMS FTP Server) / (FTP TVL dir) / (Authority) / input  
ftp:/// (TMS FTP Server) / (FTP TVL dir) / (Authority) / input / sending  
ftp:/// (TMS FTP Server) / (FTP TVL dir) / (Authority) / input / arch
```

**Note:** The (Authority) designator for the directory for TVL Files shall always be 102 (NTTA).

The CSC shall push all Tag Validation List Files (via FTP) into the proper /input/sending directory on the TMS Host FTP Server. The CSC then moves the file from the /input/sending subdirectory up into the main /input directory. This is done to prevent the TMS Host from picking up a file that has not completed transmission. The TMS Host shall pick up the Tag Validation List File from the /input directory and move the file to the /input/arch directory for archive purposes.

#### 1. Tag / Plate Association Data File Transfers– FTP Server File Location

The CSC creates Tag / Plate Association Data Files and transmits them to the TMS Host for processing.

The structure of the file system on the TMS Host FTP Server for delivery of the Tag / Plate Association Data Files shall be as follows:

```
ftp:/// (TMS FTP Server) / (FTP TPA dir) / (Authority) / input  
ftp:/// (TMS FTP Server) / (FTP TPA dir) / (Authority) / input / sending  
ftp:/// (TMS FTP Server) / (FTP TPA dir) / (Authority) / input / arch
```

**Note:** The (Authority) designator for the directory for Tag / Plate Associated. Data Files shall always be 102 (NTTA).

The CSC shall push all Tag / Plate Association Data Files (via FTP) into the proper /input/sending directory on the TMS Host FTP Server. The CSC then moves the file from the /input/sending subdirectory up into the main /input directory. This is done to prevent the TMS Host from picking up a file that has not completed transmission. The TMS Host shall pick up the Tag / Plate Association Data File from the /input directory, and then move the file to the /input/arch directory for archive purposes.

**Note:** All times used in the file name format and in the file contents are designated in GMT (Universal Time Zone – Grand Meridian).

#### 4.1.1.3 Transaction File Transfers – FTP Server File Location

The TMS Host creates Transaction Files and transmits them to the CSC for processing.

The structure of the file system on the CSC's FTP Server for pickup of Transaction Files shall be as follows:

For Transaction Files:

```
ftp://(CSC FTP Server)/(Project dir)/(FTP TXN dir)/(Authority)/input
ftp://(CSC FTP Server)/(Project dir)/(FTP TXN dir)/(Authority)/input/sending
ftp://(CSC FTP Server)/(Project dir)/(FTP TXN dir)/(Authority)/input/arch
```

**Note:** The (Authority) designator for the directory for the Transaction File shall be the Authority that sent the Transaction File to the CSC. The (Authority) designator is found in Appendix A.

The TMS Host shall push all Transaction Files (via FTP) into the proper /input/sending directory on the CSC FTP Server. The TMS Host then moves the file from the /input/sending subdirectory up into the main /input directory. This is done to prevent the CSC from picking up a file that has not completed transmission. The CSC shall pick up the Transaction File from the /input directory and move the file to the /input/arch directory for archive purposes.

#### 4.1.1.4 Image File Transfers – FTP Server File Location

The TMS Host creates the image file and places it for pick-up by the CSC for processing. The structure of the file system on the CSC for delivery will be as follows:

```
ftp://(TMS FTP Server)/(FTP IMAGE dir)/(Authority)/input/yyyymmddhhmn
```

**Note:** Subdirectories are set up by year (YYYY), month (MM), day (DD), hour (HH) and minute (MN).

**Note:** The (Authority) designator for the directory for Image Files is the Authority that creates the image file. The (Authority) designator is found in Appendix A.

The TMS Host shall place all image files into the main /input/yyyymmddhhmn directory for pickup by the CSC. The CSC will pull the image file(s) from the /input/yyyymmddhhmn directory and then delete the files from the /input/yyyymmddhhmn directory on the TMS Host.

**Note:** All times used in the file name format, file directory name format, and in the file contents are designated in GMT (Universal Time Zone – Grand Meridian).

#### 4.1.1.5 Disposition File Transfers – FTP Server File Location

The CSC shall periodically create a Disposition File and transmit it to the TMS Host for processing.

The structure of the file system on the TMS Host FTP Server for pickup of disposition files shall be as follows:

## Disposition Files:

```
ftp://(TMS FTP Server)/(FTP DSP dir)/(Authority)/input
ftp://(TMS FTP Server)/(FTP DSP dir)/(Authority)/input/sending
ftp://(TMS FTP Server)/(FTP DSP dir)/(Authority)/input/arch
```

**Note:** The (Authority) designator for the directory for Disposition Files shall be the Authority that creates the Disposition File. The (Authority) designator is found in Appendix A.

The CSC shall push all Disposition Files (via FTP) into the /input/sending directory on the TMS Host FTP Server. The CSC shall then move the file from the /input/sending subdirectory to the main /input directory for pick up by the TMS Host. This is done to prevent the TMS Host from picking up a file that has not completed transmission. The TMS Host shall pick up the Disposition File from the /input directory and move the file to the /input/arch directory for archive purposes.

### 4.1.1.6 Violation Status File Transfers-- FTP Server File Location

The TMS Host creates the Violation Status Files and pushes them to the CSC for processing.

The structure of the file system on the CSC FTP Server for delivery of Violation Status Files shall be as follows:

```
ftp://(CSC FTP Server)/(Project dir)/(FTP VIOS dir)/(Authority)/input
ftp://(CSC FTP Server)/(Project dir)/(FTP VIOS dir)/(Authority)/input/sending
ftp://(CSC FTP Server)/(Project dir)/(FTP VIOS dir)/(Authority)/input/arch
```

**Note:** The (Authority) designator for the directory for Violation Status Files is the Authority that creates the Violation Status File. The (Authority) designator is found in Appendix A.

The TMS Host shall push all Violation Status Files (via FTP) into the CSC's /input/sending directory on the CSC FTP Server. The TMS Host shall then move the file from the /input/sending subdirectory to the main /input directory for pickup. This is done to prevent the CSC from picking up a file that has not completed transmission. The CSC shall pick up the Violation Status File from the /input directory and then move the file to the /input/arch directory for archive purposes.

### 4.1.1.7 Acknowledgement File Transfers – FTP Server File Location

The structure of the file system on the CSC and the TMS Host FTP Server for pickup of Acknowledgement Files shall be as follows:

#### Acknowledgement Files:

##### CSC FTP Server:

```
ftp://(CSC FTP Server)/(Project dir)/(FTP ACK dir)/(Authority)/input
ftp://(CSC FTP Server)/(Project dir)/(FTP ACK dir)/(Authority)/input/sending
ftp://(CSC FTP Server)/(Project dir)/(FTP ACK dir)/(Authority)/input/arch
```

TMS FTP Server:

```
ftp://(TMS FTP Server)/(FTP ACK dir)/(Authority)/input  
ftp://(TMS FTP Server)/(FTP ACK dir)/(Authority)/input/sending  
ftp://(TMS FTP Server)/(FTP ACK dir)/(Authority)/input/arch
```

**Note:** The (Authority) designator for the directory for Acknowledgement Files shall be the Authority that creates the Acknowledgement File. The (Authority) designators are found in Appendix A.

The sending agency shall transfer Acknowledgment Files (via FTP) into the /input/sending directory. The sending agency then moves the file from the /input/sending subdirectory to the main /input directory. This is done to prevent the receiving agency from picking up a file that has not completed transmission. The receiving agency shall pick up the Acknowledgement File from the /input directory and move the file to the /input/arch directory for archive purposes.

### **3. CSC / TMS Host Interface File Types**

This section of the ICD defines the requirements for each file type required for the TMS Host to interface to the CSC. In this section, you shall find information about the following file types:

- Tag Validation List (TVL) Files – Section 5.1
- Tag / Plate Association Data Files – Section 5.2
- Transaction Files – Section 5.3
- Image Files – Section 5.4
- Disposition Files – Section 5.5
- Violation Status Files – Section 5.6
- Acknowledgement Files – Section 5.7

#### **5.1 Tag Validation List Transfer**

Tag Validation List Files are built by the CSC. The Tag Validation List is a list of CSC tags that are issued or previously issued and also lists tags from interoperable agencies. New CSC tags, just entered into inventory and with no history of having been issued, are not included in this file. The Tag Validation List can be transferred in two (2) forms: full transfers (which contains information for all tags – a full refresh of status), and incremental transfers (updates for issued tags which have occurred since the previous file was sent). The full transfer (once daily) shall send a complete list of all CSC tags issued or previously issued. The incremental transfers (once an hour) shall send any changes to the Tag Validation List since the last full transfer or update was sent. If there are no changes or updates since the last TVL File was sent, the CSC shall not send an empty (incremental) TVL File to the TMS Host; however, the full transfer will occur once daily, regardless.

**Note:** If a tag is not in the TVL, it is automatically considered to be a violation.

The TVL Files are transferred daily, usually overnight, and loaded into each lane that accepts ETC transactions. Updates are provided on a more frequent basis when the status of a particular tag or account changes during the day. Careful planning of these update transfers is important so that the CSC, TMS Host and Lane computers are not consumed with updates.

**Note:** All times used in the file name format and in the file contents are designated in GMT (Universal Time Zone – Grand Meridian).

##### **5.1.1 File Transfer Timetable**

Full Tag Validation List Files shall be created and pushed from the CSC to the TMS Host FTP Server once a day by 4AM. Subsequently, Tag Validation List Incremental (Update) Files shall be created and pushed from the CSC to the TMS Host FTP server once an hour after the CSC completes and sends the full TVL File, provided updates occur. The CSC shall stop sending

incremental TVL Files by 3:00AM everyday. The Developer's system shall acknowledge the receipt and successful installation of the full TVL in each lane on a daily basis as described later in this document using a lane message defined in Appendix C.

### 5.1.2 File Name Format

The file name shall have the date and creation time as the filename and the "tag" suffix extension.

"yyyymmddhhmnssaaa.tag"

where:        yyyy = year  
              mm = month  
              dd = day  
              hh = hour  
              mn = minute  
              ss = second  
              aaa = 102 (NTTA)

Example:      20040815143045102.tag

### 5.1.3 File Format

The file format follows the standard guidelines referenced in Appendix B (File Structure - Standard Guidelines).

#### 5.1.3.1 File Header Format – TVL File

When a Tag Validation List (TVL) File is packaged for transmission, the sender must construct the File Header so that it contains all of the required fields listed below. Once the File Header is constructed, the file contents are appended, and the entire file is transmitted to the appropriate directory location on the TMS Host FTP Server for processing.

The File Header is a fixed length ASCII record with comma-delimited fields, terminated by a carriage return-line feed. Some of the fields within the File Header are right-justified and must be zero padded. Although all fields in the File Header are fixed in length, they are still separated by commas. This is to allow processing by either of two means: (1) specifying absolute file offset position and field length; or (2) parsing the record, breaking on the comma-delimiter. This format was developed to afford developers maximum flexibility in processing this record type.

The CRC 32 standard algorithm is used to compute the checksum value. The checksum is a 32-bit value and is displayed as an ASCII hex number. The file size is a base-10 ASCII number.

**Note:** The java checksum referenced in this ICD is the java.util.zip.CRC32 algorithm.

Field Name	Data Type (Fixed Length)	Required Field	Format/Range	Description
Rec_type	Char (1)	Y		Record Type. Value = 'H'
File_Type_Designator	Char (4)	Y	TAGS or FULL	TAGS = incremental TVL FULL = full TVL
File_date_time	Char (14)	Y	yyyymmddhhmss	Date and time of this file creation
TR_File_control_number	Char (8)	Y	00000000-99999999	A unique, sequential number used to identify the tag file (assigned by the CSC)  <b>Note:</b> This field is right-justified and must be zero padded.
Authority	Char (3)	Y	For a list of authorities, refer to Appendix A.	Code indicating the Authority that own/operate the facility to which the tag file is being transmitted
Rec_count	Char (10)	Y	0000000000-9999999999	The number of records in the Data Record (exclusive of the Header and Trailer).  <b>Note:</b> This field is right-justified and must be zero padded.
File_Size	Numeric (12)	Y	000000000000-999999999999	The size of the file in bytes.  <b>Note:</b> This field is right-justified and must be zero padded.
Checksum	Char (8)	Y		A 32-bit checksum computed for the contents of the file, beginning at the character immediately following the header record and continuing to the end of the file (including the Trailer). This value is displayed as an 8-digit ASCII hex number.
Separator	Char (1)	Y		"CR/LF" Carriage Return/Line Feed

### 5.1.3.2 File Trailer Format – TVL File

The File Trailer is a fixed length ASCII record with comma-delimited fields, terminated by a carriage return-line feed. Some of the fields within the File Trailer are right-justified and must be zero padded.

Field Name	Data Type (Fixed Length)	Required Field	Format/Range	Description
Rec_type	Char (1)	Y		Record Type. Value = 'T'
Rec_count	Char (10)	Y	0000000000 – 9999999999	The number of records in the Data Record (exclusive of the Header and Trailer).  <b>Note:</b> This field is right-justified and must be zero padded.

Field Name	Data Type (Fixed Length)	Required Field	Format/Range	Description
Separator	Char (1)	Y		"CR/LF" Carriage Return/Line Feed

### 5.1.3.3 Data Record Format – TVL File

Field Name	Data Type (Max Length)	Required Field	Format/Range	Description
Rec_type	Char(1)	Y		Record Type. Value = 'S'
Authority	Char (3)	Y	For a list of authorities, refer to Appendix A.	Identifier for the Authority that owns the Tag
Tag_id	Char (20)	Y		Internal ID for each transponder
Tag Status	Char (1)	Y		Tag Status See Appendix H
Revenue Type	Char (1)	Y	1 – full-fare 2 – non-revenue	Revenue Type for the Tag
Axle Classification	Char (3)	Y	See Appendix D for list of vehicle classes	Classification of the vehicle assigned the transponder
LPCheckReq	Char(1)	Y	0-9,A-Z	Whether a LP image validation is required (0=No, 1=Yes, Others reserved for future use.)
Separator	Char (1)	Y		"CR/LF" Carriage Return/Line Feed

### 5.1.4 File Example – TVL File

```
H,TAGS,20050417220000,00000001,104,0000000001,000000000050,12345678
S,104,TEX.12345678,G,1,002,Y,12
T,0000000001
```

## 5.2 Tag / Plate Association Data File

The Tag / Plate Association Data Files are built by the CSC. The Tag / Plate Association Data File is a list of tags (CSC and interoperable) and their associated license plate(s). The Tag / Plate Association Data File can be transferred in two forms: full transfers (which contain the information about all tags with their associated license plate(s)), and incremental transfers (updates which have occurred since the previous file was sent). The full transfers are created and pushed from the CSC to the TMS Host once a day. The incremental transfers are created and pushed from the CSC to the TMS Host once an hour. If there are no changes or updates since the last Tag / Plate Association Data File was sent, the CSC shall not send an empty (incremental) Tag / Plate Association Data File to the TMS Host.

**Note:** This file does not contain tags without an associated license plate.

### 5.2.1 File Transfer Timetable

Full Tag / Plate Association Data Files shall be created and pushed from the CSC to the TMS Host FTP Server once a day by 4AM. Subsequently, Tag / Plate Association Data Incremental (Update) Files shall be created and pushed from the CSC to the TMS Host FTP server once an hour after the CSC completes and sends the full Tag / Plate Association Data File, provided updates occur. The CSC shall stop sending incremental Tag / Plate Association Data Files by 3:00AM everyday.

### 5.2.2 File Name Format

The file name shall have the date and creation time as the filename and the "tpl8" suffix extension.

"yyyymmddhhmnsaaa.tpl8"

where:       yyy = year  
              mm = month  
              dd = day  
              hh = hour  
              mn = minute  
              ss = second  
              aaa = 102 (NTTA)

Example:      20040815143045102.tpl8

### 5.2.3 File Format

The file format follows the standard guidelines referenced in Appendix B (File Structure - Standard Guidelines).

### 5.2.3.1 File Header Format – Tag / Plate Association Data File

When a Tag / Plate Association Data File is packaged for transmission, the sender must construct the File Header so that it contains all of the required fields listed below. Once the File Header is constructed, the file contents are appended; and the entire file is transmitted to the appropriate directory location on the TMS Host FTP Server for processing.

The File Header is a fixed length ASCII record with comma-delimited fields, terminated by a carriage return-line feed. Some of the fields within the File Header are right-justified and must be zero padded. Although all fields in the File Header are fixed in length, they are still separated by commas. This is to allow processing by either of two means: (1) specifying absolute file offset position and field length; or (2) parsing the record, breaking on the comma-delimiter. This format was developed to afford developers maximum flexibility in processing this record type.

The CRC 32 standard algorithm is used to compute the checksum value. The checksum is a 32-bit value and is displayed as an ASCII hex number. The file size is a base-10 ASCII number.

Field Name	Data Type (Fixed Length)	Required Field	Format/Range	Description
Rec_type	Char (1)	Y		Record Type. Value = 'H'
File_Type_Designator	Char (4)	Y	INTP or FUTP	INTP = Incremental TPL8 FUTP = Full TPL8
File_date_time	Char (14)	Y	yyyymmddhhmmss	Date and time of this file creation
TR_File_control_number	Char (8)	Y	00000000-99999999	A unique sequential number used to identify the tag / plate association data file (assigned by the CSC)  <b>Note:</b> This field is right-justified and must be zero padded.
Authority	Char (3)	Y	For a list of authorities, refer to Appendix A.	Code indicating the Authority that owns / operates the facility to which the tag / plate association data file is being transmitted
Rec_count	Char (10)	Y	0000000000-9999999999	The number of records in the Data Record (exclusive of the Header and Trailer).  <b>Note:</b> This field is right-justified and must be zero padded.
File_Size	Numeric (12)	Y	000000000000-999999999999	The size of the file in bytes.  <b>Note:</b> This field is right-justified and must be zero padded.
Checksum	Char (8)	Y		A 32-bit checksum computed for the contents of the file, beginning at the character immediately following the header record and associated CR/LF. This value is displayed as an 8-digit ASCII hex number.
Separator	Char (1)	Y		"CR/LF" Carriage Return/Line Feed

### 5.2.3.2 File Trailer Format – Tag / Plate Association Data File

The File Trailer is a fixed length ASCII record with comma-delimited fields, terminated by a carriage return-line feed. Some of the fields within the File Trailer are right-justified and must be zero padded.

Field Name	Data Type (Fixed Length)	Required Field	Format/Range	Description
Rec_type	Char (1)	Y		Record Type. Value = 'T'
Rec_count	Char (10)	Y	0000000000 – 9999999999	The number of records in the Data Record (exclusive of the Header and Trailer). <b>Note:</b> This field is right-justified and must be zero padded.
Separator	Char (1)	Y		"CR/LF" Carriage Return/Line Feed

### 5.2.3.3 Data Record Format – Tag / Plate Association Data File

Field Name	Data Type (Max Length)	Required Field	Format/Range	Description
Rec_type	Char(1)	Y		Record Type. Value = 'P'
Authority	Char (3)	Y	For a list of authorities, refer to Appendix A.	Facility Identifier for the Authority Owning the Tag
Tag_id	Char (20)	Y		Internal ID for each transponder
License_Plate_State	Char (3)	Y		Three characters indicate the state code
License_Plate_Number	Char (15)	Y		License plate number associated with the tag
Alternate_License_Plate_State	Char (3)	N		Alternative license plate number associated with the tag (if any)
Alternate_License_Plate_Number	Char (15)	N		Alternative license plate number associated with the tag (if any)
Separator	Char (1)	Y		"CR/LF" Carriage Return/Line Feed

### 5.2.4 File Example – Tag / Plate Association Data File

```
H, FUTP, 20050417220000, 00000001, 104, 0000000002, 000000000050, 12345678
P, 104, TEX. 12345678, TX, ABC123, TX, ASD543
P, 104, TEX. 22345679, TX, DEF456,
T, 000000002
```

### 5.3 Transaction Files

Transaction Files are pushed from the TMS Host FTP Server to the CSC by FTP. All transactions, including violations, are sent from the TMS Host to the CSC in Transaction Files. Once a Transaction File has been received and processed, the reconciliation information is returned to the TMS Host in a Disposition File.

**Note:** All times used in the file name format and in the file contents are designated in GMT (Universal Time Zone – Grand Meridian).

#### 5.3.1 File Transfer Timetable

Transaction Files shall be pushed from the TMS Host FTP Server to the CSC every 10 minutes at a minimum. If there are no transactions to send, then no file shall be pushed.

#### 5.3.2 File Name Format

The file name shall have the date and creation time as the filename and the “tr” suffix extension.

“yyyymmddhhmnssaaa.tr”

where:           yyy = year  
                  mm = month  
                  dd = day  
                  hh = hour  
                  mn = minute  
                  ss = second  
                  aaa = Authority where the transaction(s) originated

Example:       20040815143045104.tr

#### 5.3.3 File Format

The file format follows the standard guidelines referenced in Appendix B (File Structure - Standard Guidelines).

##### 5.3.3.1 File Header Format – Transactions File

When a Transaction File is packaged for transmission, the TMS Host must construct the File Header so that it contains all of the required fields listed below. Once the File Header is constructed, the file contents are appended; and the entire file is transmitted to the appropriate directory location on the CSC FTP Server for processing.

The File Header is a fixed length ASCII record with comma-delimited fields, terminated by a carriage return-line feed. Some of the fields within the File Header are right-justified and must be zero padded. Although all fields in the File Header are fixed in length, they are still separated by commas. This is to allow processing by either of two means: (1) specifying absolute file offset

position and field length; or (2) parsing the record, breaking on the comma-delimiter. This format was developed to afford developers maximum flexibility in processing this record type.

The CRC 32 standard algorithm is used to compute the checksum value. The checksum is a 32-bit value and is displayed as an ASCII hex number. The file size is a base-10 ASCII number.

Field Name	Data Type (Fixed Length)	Required Field	Format/Range	Description
Rec_type	Char (1)	Y		Record Type. Value = 'H'
File_date_time	Char (14)	Y	yyyymmddhhmmss	Date and time of this file creation
TR_File_control_number	Char (8)	Y	00000000-99999999	A unique, sequential number created by the TMS Host that is used to identify the file  <b>Note:</b> This field is right-justified and must be zero padded.
Authority	Char (3)	Y	For a list of authorities, refer to Appendix A.	Code indicating the Authority that owns/operates the facility on which the transaction occurred
Rec_count	Char (10)	Y	0000000000-9999999999	The number of records in the Data Record (exclusive of the Header and Trailer).  <b>Note:</b> This field is right-justified and must be zero padded.
File_Size	Numeric (12)	Y	000000000000-999999999999	The size of the file in bytes.  <b>Note:</b> This field is right-justified and must be zero padded.
Checksum	Char (8)	Y		A 32-bit checksum computed for the contents of the file, beginning at the character immediately following the header record and associated CR/LF. This value is displayed as an 8-digit ASCII hex number.
Total_revenue_amount	Char (9)	Y	0.00 - 999999.99	The total amount due based on the transactions sent within that transaction file  <b>Note:</b> This field is right-justified and must be zero padded.
Separator	Char (1)	Y		"CR/LF" Carriage Return/Line Feed

### 5.3.3.2 File Trailer Format – Transactions File

The File Trailer is a fixed length ASCII record with comma-delimited fields, terminated by a carriage return-line feed. Some of the fields within the File Trailer are right-justified and must be zero padded.

Field Name	Data Type (Fixed Length)	Required Field	Format/Range	Description
Rec_type	Char (1)	Y		T = Trailer
Rec_count	Char (10)	Y	0000000000 – 9999999999	The number of records in the Data Record (exclusive of the Header and Trailer).  <b>Note:</b> This field is right-justified and must be zero padded.
Separator	Char(1)	Y		"CR/LF" Carriage Return/Line Feed

### 5.3.3.3 Data Record Format – Transactions File

Field Name	Data Type (Max Length)	Required Field	Format/Range	Description
Rec_type	Char (1)	Y		Record Types: <ul style="list-style-type: none"> <li>• ETC Value = 'A'</li> <li>• Violation Value = 'V'</li> </ul>
Sequence_no_plaza	Char (10)	Y	0000000000-9999999999	Plaza sequence number
Authority	Char (3)	Y	For a list of authorities, refer to Appendix A.	Indicates the Host authority providing the transaction (same as the Authority ID in header)
Plaza	Char (5)	Y	See Plaza ID list in Appendix J.	Indicates which Plaza the transaction originated from
Sequence_no_lane	Char (19)	Y	00000000000000000000-99999999999999999999	Lane sequence number
Lane	Char (2)	Y	Lane Number within the Plaza	Lane ID number
Revenue_date	Char (8)	Y	yyyymmdd	Revenue Date of the Transaction
Lane_mode	Char (3)	Y	See Appendix G for lane modes.	Lane Mode of Operation
Collector_id	Char (4)	N	0000-9999	Toll attendant ID
Record_type	Char (3)	Y	See Appendix C for list of all Transaction Record Types.	Record type
Tdate	Char (8)	Y	yyyymmdd	Transaction date
Ttime	Char (6)	Y	hhmmss	Transaction Time
ETC_tag_number	Char (20)	N	ETC number	ETC number

Field Name	Data Type (Max Length)	Required Field	Format/Range	Description
Class	Char (3)	Y	See Appendix D and E for list of vehicles classes.	The class of a vehicle is based on the classification methodology agreed to between the TMS and the CSC. Currently, Axle-Based and Shape-Based classifications are planned. The CSC will post the toll revenue or bill the toll revenue and any video toll premiums provided by the TMS and will only use the provided Class to determine if any additional Upclass / Downclass efforts are required for dispute resolution.
Transponder_Toll_Amount	Char(6)	Y	000.00–999.99	Transponder Transaction Toll amount due
Video_Toll_Amount	Char(6)	Y	000.00–999.99	Video Toll amount
Total_Amount	Char(6)	Y	000.00–999.99	Expected full toll amount (Toll + Video Toll Premiums as defined by the Record Type) In the event that a Transponder Transaction is unable to be posted and is converted to a Video Toll transaction, the Total Amount will be adjusted at the CSC with the Premium Amount provided in the transaction. Likewise, if a Video Toll Transaction was sent from the TMS to the CSC and was processed as a V-Toll transaction, the Total Amount shall be adjusted down by the Premium Amount provided in the transaction.
Amount_paid	Char(6)	N	000.00–999.99	Toll amount paid (if monies received from toll attendant or coin machine) – this is used for partial payments with a tag read
Axle Class Expected	Char (3)	Y	000 – 999	Number of Axles expected based upon Pre Class or Collector  <b>Note:</b> If there is no collector and pre class, this field shall be zero (i.e. 00).
Axle Class Counted	Char (3)	Y	000 – 999	Actual Axles Counted based upon Post Class  <b>Note:</b> If post class is not working, this field shall be zero (i.e. 00).
Vio_code	Char (2)	Y	See Appendix F for list of violation codes	Violation code that identifies the status of the violation
PlateImage	Char(1)	Y	Y or N	Whether a License Plate Image was taken
RejectCode	Char (3)	N	000 – 999	Reason Transactions was not accepted See Appendix H

Field Name	Data Type (Max Length)	Required Field	Format/Range	Description
BaseFileName	Char(31)	N	SSAAAPPPPLLYYY YMMDDHHMISSQQ QQQ	The base file name format (a subset of the complete image file name.)
SOV/HOV Designation	Char(3)	Y	HOV or SOV	Indication of whether the vehicle was single or multiple occupancy.
License Plate State	Char(2)	N	Standard state abbreviation	State abbreviation.
License Plate	Char(8)	N	12345678	The License Plate Number.
License Plate Prefix	Char(6)	N		The prefix to the license plate (i.e., UTX – University of Texas).
Plate OCR Confidence	Char(5)	N	100.00 – 00.00	The OCR Confidence of the license plate.
State OCR Confidence	Char(5)	N	100.00 – 00.00	The OCR Confidence of the license plate's state.
TagFileControlID	Char(8)	N	00000000 – 99999999	Full Tag File used to process transaction
TagStatus	Char(1)	N	See Appendix I for tag status indicators	Tag Status (currently at the lane) of the tag read for this transaction
Separator	Char (1)	Y		"CR/LF" Carriage Return/Line Feed

## 5.4 Image File

The TMS Host – to – CSC (Image Processing) Interface consists of the following file transfer:

Image Files ( TMS Host – to – CSC-Image Processing)

### 5.4.1 File Name Format – Image File

The file name for the image files shall have the following format:

```
<State_Abbrev><Authority><Plaza><Lane><Year><Month><Day><Hour><Min>  
><Sec><Sequence><lane_sequence_no><ImageNumber><OSR_Conf><OSR><Plate_Type>  
<_OCR_Conf><OCR>.jpg
```

**Note:** If OCR/OSR is not available, the **<OSR\_Conf>**, **<OSR>**, **<Plate\_Type>**, **<OCR\_Conf>** and **<OCR>** fields shall not be provided.

where:

- <State\_Abbrev> = SS = "TX" (2 Char)
- <Authority> = AAA = "102" (3 Char)
- <Plaza> = P P P P P = "00007" (5 Char)
- <Lane> = LL = "01" (2 Char)
- <Year> = YYYY (4 Char)
- <Month> = MM (2 Char)
- <Day> = DD (2 Char)
- <Hour> = HH (2 Char)
- <Min> = MI (2 Char)
- <Sec> = SS (2 Char)
- <Sequence> = QQQQQ = "12345" (5 Char)
- <lane\_sequence\_no> = '99999999999999999999999999999999' (19 Char)
- <ImageNumber> = \_1 or \_A (2 char – 1 underscore and a number for front camera images, or 2 char – 1 underscore and a letter for rear images) - for Violations or LP for License Plate captures.

**Note:** The date and time information captured in the image file name shall match the date and time information of the associated transaction.

The following additional fields are provided only when the image has been processed by an OCR/OSR system (omitted otherwise):

<p>&lt;OSR_Conf&gt; = ### &lt;OSR&gt; = ST</p> <p>&lt;Plate_Type&gt; = PLT</p> <p>&lt;OCR_Conf&gt; = %%% &lt;OCR&gt; = CCCCCC</p>	<p>Confidence Number (3 Char – 000 to 100) State determined by OSR processing (2 char – if OSR is not known or No OSR system is available, then the default value shall be set to '00')</p> <p>Indication of the type of Plate for the given State (3 Char – 000 to 999, if Plate Type is unknown or not supported then the default value is '00')</p> <p>Confidence indicator of OCR (3 Char – 000 to 100) License number determined by OCR processing (variable 7 Char – if less than 7 characters, then no leading or trailing characters are specified; no spaces used)</p>
---	---

#### 5.4.2 File Format

All files shall be saved in a JPEG format, and shall be designated with a filename and extension, per Section 5.4.1 (above).

#### 5.4.3 Accuracies Recommended for OCR Systems

The following accuracies are recommended for the automated plate recognition engine with properly mounted, unobstructed plates:

OCR Parameter	Recommended Accuracy
Coarse Plate Locator Accuracy	>99%
Fine Plate Locator Accuracy	>95%
Overall Plate Locator Accuracy	>(99% X 95% = 94%)
Optical State Recognition Accuracy	> 99%
Optical Character Recognition Accuracy	> 97%
Overall Accuracy	>(94% X 99% X 97% = 90%)

## 5.5 Disposition File

Disposition Files contains financial (reconciliation) and adjustment data in its data records. In addition to this file containing data records regarding reconciled financial data from posted transactions, the Disposition File shall also contain data records relating to adjustments and unpostable transactions. Therefore, data records returned in this file shall not have a one-to-one relationship with the data records contained within the Transaction File. Every change to the status of a transaction shall receive a separate disposition. Every transaction submitted in the transaction file shall be reconciled. If the TMS Host does not receive a disposition for a sent transaction within 3 days, the TMS Host shall repackage the transaction and resend it in the next Transaction File.

If an adjustment is made to an account, then the original toll amount is negated and the adjusted toll amount is posted. Therefore, the TMS Host shall receive two adjustment transactions for an adjustment made to a toll account.

For Example, a toll is posted to a customer account in the amount of \$1.00 when in reality the proper toll amount was \$.75 cents. To correct the error, the CSC shall send the TMS Host two (2) adjustments for the original transaction. The first adjustment shall be for the amount of \$-1.00 to negate the original toll amount and to bring the amount posted to the customer account to \$0.00 dollars. After the first adjustment is posted to the customer account, the CSC shall send the TMS Host a second adjustment in the amount of \$.75 cents to reflect the proper, posted toll amount.

**Note:** All times used in the file name format and in the file contents are designated in GMT (Universal Time Zone – Grand Meridian).

### 5.5.1 File Transfer Timetable

The Disposition File is created and sent by the CSC to the TMS Host FTP Server once a day at a minimum.

### 5.5.2 File name format

The file name shall have the date and creation time as the filename and the “dsp” suffix extension.

`“yyyymmddhhmnsaaa.dsp”`

where:            yyyy = year  
                    mm = month  
                    dd = day  
                    hh = hour  
                    mn = minute  
                    ss = second  
                    aaa = The Authority that receives the Disposition File from the CSC.

Example:        20040815143045102.dsp

### 5.5.3 File Format

The file format follows the standard guidelines referenced in Appendix B (File Structure - Standard Guidelines).

#### 5.5.3.1 File Header Format – Disposition File

When a Disposition File is packaged for transmission, the sender must construct the File Header so that it contains all of the required fields listed below. Once the File Header is constructed, the file contents are appended; and the entire file is transmitted to the appropriate directory location on the CSC or TMS Host FTP Server for processing.

The File Header is a fixed length ASCII record with comma-delimited fields, terminated by a carriage return-line feed. Some of the fields within the File Header are right-justified and must be zero padded. Although all fields in the File Header are fixed in length, they are still separated by commas. This is to allow processing by either of two means: (1) specifying absolute file offset position and field length; or (2) parsing the record, breaking on the comma-delimiter. This format was developed to afford developers maximum flexibility in processing this record type.

The CRC 32 standard algorithm is used to compute the checksum value. The checksum is a 32-bit value and is displayed as an ASCII hex number. The file size is a base-10 ASCII number.

Field Name	Data Type (Fixed Length)	Required Field	Format/Range	Description
Rec_type	Char (1)	Y		Record Type. Value = 'H'
File_date_time	Char (14)	Y	yyyymmddhhmmss	Date and time of this file creation
TR_File_control_number	Char (8)	Y	00000000-99999999	A unique, sequential number created by the CSC that is used to identify the file  <b>Note:</b> This field is right-justified and must be zero padded.
Authority	Char (3)	Y	For a list of authorities, refer to Appendix A.	Code indicating the Authority that owns/operates the facility on which the transaction occurred
Rec_count	Char (10)	Y	0000000000-9999999999	The number of records in the Data Record (exclusive of the Header and Trailer).  <b>Note:</b> This field is right-justified and must be zero padded.
File_Size	Numeric (12)	Y	000000000000-999999999999	The size of the file in bytes.  <b>Note:</b> This field is right-justified and must be zero padded.
Checksum	Char (8)	Y		A 32-bit checksum computed for the contents of the file, beginning at the character immediately following the header record and associated CR/LF. This value is displayed as an 8-digit ASCII hex number.

Field Name	Data Type (Fixed Length)	Required Field	Format/Range	Description
Separator	Char (1)	Y		"CR/LF" Carriage Return/Line Feed

### 5.5.3.2 File Trailer Format – Disposition File

The File Trailer is a fixed length ASCII record with comma-delimited fields, terminated by a carriage return-line feed. Some of the fields within the File Trailer are right-justified and must be zero padded.

Field Name	Data Type (Fixed Length)	Required Field	Format/Range	Description
Rec_type	Char (1)	Y		T = Trailer
Rec_count	Char (10)	Y	0000000000 – 9999999999	The number of records in the Data Record (exclusive of the Header and Trailer).  <b>Note:</b> This field is right-justified and must be zero padded.
Separator	Char (1)	Y		"CR/LF" Carriage Return/Line Feed

### 5.5.3.3 Data Record Format – Disposition File

Field Name	Data Type (Max Length)	Required Field	Format/Range	Description
Rec_type	Char (1)	Y		Record Type. Value = 'R' Adjustment. Value = 'J'
Unique_id	Char (10)	Y	0000000000 – 9999999999	Unique ID for each record assigned by the CSC (CSC Transaction #)
Recordtype	Char (3)	Y	The record type in the original transaction	Record Type (from original transaction)
Sequence_no_plaza	Char (10)	Y	0000000000 – 9999999999	Plaza sequence number (from original transaction)
Authority	Char (3)	Y	For a list of authorities, refer to Appendix A.	This is the Facility ID from the original transaction file.
Plaza	Char (5)	Y	Plaza ID	Plaza ID (from original transaction)
Sequence_no_lane	Char (19)	Y	0000000000000000 0000- 9999999999999999 9999	Lane sequence number (from original transaction)
Lane	Char (2)	Y	Lane ID	Lane ID (from original transaction)
revdate	Char (8)	Y	yyyymmdd	Revenue date (from original transaction)
Toll Amount Expected	Char (6)	Y	000.00 – 999.99	Toll amount expected from the original transaction

Field Name	Data Type (Max Length)	Required Field	Format/Range	Description
Premium_Amount	Char(6)	Y	000.00-999.99	Video Toll Premium amount
Total_Amount Expected	Char(6)	Y	000.00-999.99	Expected full toll amount (Toll + Video Toll Premiums as defined by the Record Type) In the event that a Transponder Transaction is unable to be posted and is converted to a Video Toll transaction, the Total Amount will be adjusted at the CSC with the Premium Amount provided in the transaction. Likewise, if a Video Toll Transaction was sent from the TMS to the CSC and was processed as a V-Toll transaction, the Total Amount shall be adjusted down by the Premium Amount provided in the transaction.
Amount posted	Char (6)	Y	000.00 – 999.99	Toll amount paid (based on processed transaction)  <b>Note:</b> If an adjustment is made to an account, then the original toll amount posted is negated and the adjusted toll amount is posted. Therefore, the TMS Host shall receive two adjustment transactions for an adjustment made to a toll account.
Nonrevflag	Char (1)	Y	Y, N	Non revenue flag (Y/N) Y – processed to a Non-Revenue account (Amount Paid = 0) N – processed to a Revenue account
Testflag	Char (1)	Y	Y, N	Test flag (Y/N) Y – processed to a Test Account N – processed to a Revenue/Non-Revenue account
Paymenttype	Char (1)	Y	A, V, E	Payment type (A/V/E) A – Accepted and Paid V – Not Paid, Was Indicated as Violation, and errnum contains reason for non-payment, amount paid = 0 E – Not Paid, errnum contains reason for non-payment, amount paid = 0
errnum	Char (2)	Y	00 – 99	Error number – See Appendix H for the list of error codes
Posted_date	Char (8)	Y	yyyymmdd	Date the transaction was posted by the CSC
Vio_status_code	Char (2)	Y	Refer to Appendix M for a list of violation codes.	Violation code that identifies the status of the violation.
License_plate_num	Char (15)	N		License plate number associated with the tag

Field Name	Data Type (Max Length)	Required Field	Format/Range	Description
License_plate_state	Char (3)	N		Three characters indicate the state code
VTR_owner_name_one	Char (30)	N		Registered owner of the vehicle listed in VTR  <b>Note:</b> A backslash (\) shall be inserted before any embedded commas to retain the integrity of the fields within the data record.  Backslashes are not included in the maximum data length count.
VTR_owner_name_two	Char (30)	N		Registered co-owner of the vehicle listed in VTR  <b>Note:</b> A backslash (\) shall be inserted before any embedded commas to retain the integrity of the fields within the data record.  Backslashes are not included in the maximum data length count.
VTR_owner_address_one	Char (30)	N		Address of the registered owner of the vehicle  <b>Note:</b> A backslash (\) shall be inserted before any embedded commas to retain the integrity of the fields within the data record.  Backslashes are not included in the maximum data length count.
VTR_owner_address_two	Char (30)	N		Address of the registered co-owner of the vehicle  <b>Note:</b> A backslash (\) shall be inserted before any embedded commas to retain the integrity of the fields within the data record.  Backslashes are not included in the maximum data length count.
VTR_owner_city	Char (19)	N		Name of the city in which the owner of the vehicle can be contacted
VTR_owner_state	Char (2)	N		2-letter abbreviation of the state in which the owner of the vehicle can be contacted
VTR_owner_zip	Char (5)	N		5-digit number assigned by the U.S. Post Office to the geographical area where the entity listed in the OWNER-NAME-LINE1 field can be contacted

Field Name	Data Type (Max Length)	Required Field	Format/Range	Description
Tag_id	Char (20)	N		Internal ID for each transponder
Tag_agency	Char (3)	N	For a list of authorities, refer to Appendix A.	Agency who owns the tag
Separator	Char (1)	Y		"CR/LF" Carriage Return/Line Feed

#### 5.5.4 File Example – Disposition File

```

H,20050417220000,00000001,104,0000000003,000000000050,12345678
R,1,10,1,104,202,2,3,20050417,1.00,0.45,1.45,0.00,0.00,1.45,N,N,A,00,20050417,10,ABC123,
TX,John Doe,,123 Address St,,Austin,TX,78704,TEX.12345678,104
R,2,10,2,104,202,2,3,20050417,1.00,0.45,1.45,0.00,0.00,1.45,N,N,A,00,20050417,10,ABC123,
TX,John Doe,,123 Address St,,Austin,TX,78746,TEX.23456543,104
R,3,10,3,104,202,2,3,20050417,1.00,0.45,1.45,0.00,0.00,1.45,N,N,A,00,20050417,10,ABC123,
TX,Jane Doe,,123 Address St,,Austin,TX,78756,TEX.98765432,104
T,0000000003

```

## 5.6 Violation Status File

The Violation Status File transmitted from the CSC to the TMS Host and contains the disposition status of the violation. The Violation Status File consists of the following file transfer:

Violation Status File (Pushed from the CSC to the TMS Host)

### 5.6.1 File Transfer Timetable

Violation Status Files shall be pushed from the CSC to the TMS Host FTP Server as needed.

The TMS Host should constantly monitor its FTP site for file transfers from the CSC.

**Note:** All times used in the file name format and in the file contents are designated in GMT (Universal Time Zone – Grand Meridian).

### 5.6.2 File Name Format

The file name shall have the date and creation time as the filename and the “vsf” suffix extension.

“yyyymmddhhmnssaaa.vsf”

where:       yyy = year  
              mm = month  
              dd = day  
              hh = hour  
              mn = minute  
              ss = second  
              aaa = The Authority that creates the Violation Status File.

Example:       20040815143045102.vsf

### 5.6.3 File Format

The file format follows the standard guidelines referenced in Appendix B (File Structure - Standard Guidelines).

#### 5.6.3.1 File Header Format – Violation Status File

When a Violation Status File is packaged for transmission, the sender must construct the File Header so that it contains all of the required fields listed below. Once the File Header is constructed, the file contents are appended, and the entire file is transmitted to the appropriate directory location on the TMS Host FTP Server for processing.

The File Header is a fixed length ASCII record with comma-delimited fields, terminated by a carriage return-line feed. Some of the fields within the File Header are right-justified and must be zero padded. Although all fields in the File Header are fixed in length, they are still separated by commas. This is to allow processing by either of two means: (1) specifying absolute file offset position and field length; or (2) parsing the record, breaking on the comma-delimiter. This format was developed to afford developers maximum flexibility in processing this record type.

The CRC 32 standard algorithm is used to compute the checksum value. The checksum is a 32-bit value and is displayed as an ASCII hex number. The file size is a base-10 ASCII number.

Field Name	Data Type (Fixed Length)	Required Field	Format/Range	Description
Rec_type	Char (1)	Y		Record Type. Value = 'H'
File_date_time	Char (14)	Y	yyyymmddhhmmss	Date and time of this file creation
TR_File_control_number	Char (8)	Y	00000000-99999999	A unique, sequential number used to identify the file <b>Note:</b> This field is right-justified and must be zero padded.
Authority	Char (3)	Y	For a list of authorities, refer to Appendix A.	Code indicating the Authority that own/operate the facility on which the transaction occurred
Rec_count	Char (10)	Y	0000000000-9999999999	The number of records in the Data Record (exclusive of the Header and Trailer). <b>Note:</b> This field is right-justified and must be zero padded.
File_Size	Numeric (12)	Y	000000000000-999999999999	The size of the file in bytes. <b>Note:</b> This field is right-justified and must be zero padded.
Checksum	Char (8)	Y		A 32-bit checksum computed for the contents of the file, beginning at the character immediately following the header record and associated CR/LF. This value is displayed as an 8-digit ASCII hex number.
Separator	Char (1)	Y		"CR/LF" Carriage Return/Line Feed

### 5.6.3.2 File Trailer Format – Violation Status File

The File Trailer is a fixed length ASCII record with comma-delimited fields, terminated by a carriage return-line feed. Some of the fields within the File Trailer are right-justified and must be zero padded.

Field Name	Data Type (Fixed Length)	Required Field	Format/Range	Description
Rec_type	Char (1)	Y		Record Type. Value = 'T'
Rec_count	Char (10)	Y	0000000000 – 9999999999	The number of records in the Data Record (exclusive of the Header and Trailer). <b>Note:</b> This field is right-justified and must be zero padded.
Separator	Char (1)	Y		"CR/LF" Carriage Return/Line Feed

### 5.6.3.3 Data Record Format – Violation Status File

Field Name	Data Type (Max Length)	Required Field	Format/Range	Description
Rec_type	Char (1)	Y		Record Type. Value = 'C'
Sequence_no_plaza	Char (10)	Y	0000000000-9999999999	Plaza sequence number
Authority	Char (3)	Y	For a list of authorities, refer to Appendix A.	Indicates the facility providing the transaction (same as the Facility ID in header)
Plaza	Char (5)	Y	See Plaza ID list in Appendix J	Plaza ID number
Sequence_no_lane	Char (19)	Y	0000000000000000000-9999999999999999999	Lane sequence number
Lane	Char (2)	Y	Lane Number within Plaza	Lane ID number
Revenue_date	Char (8)	Y	yyyymmdd	Revenue Date of the Transaction
Toll Amount_due	Char(6)	Y	000.00–999.99	Toll amount
Premium_due	Char(6)	Y	000.00–999.99	Premium amount
Total Amount_due	Char(6)	Y	000.00–999.99	Total amount
Vio_status_code	Char (2)	Y	Refer to Appendix M for a list of violation codes.	Violation code that identifies the status of the violation.
Unique_id	Char (10)	Y	0000000000 – 9999999999	Unique ID for each record assigned by the CSC (CSC Transaction #)
Sub_viol_fee_due	Char(6)	Y	000.00–999.99	Fee added to the violation by the TMS Host
Separator	Char (1)	Y		"CR/LF" Carriage Return/Line Feed

#### 5.6.4 File Example – Violation Status File

H,20050417220000,00000001,104,0000000003,000000000050,12345678  
C,1,104,202,1,2,20050417,1.00,0.45,1.45,12,123,0.00  
C,2,104,202,1,2,20050417,1.00,0.45,1.45,12,124,0.00  
C,3,104,202,1,2,20050417,1.00,0.45,1.45,12,125,0.00  
T,0000000003

## 5.7 Acknowledgement File

Acknowledgement Files shall be sent from the receiving authority after every file transfer, except in regards to Image Files. Because Image Files are pulled by the CSC from the TMS Host FTP Server, acknowledgement is not necessary. Acknowledgement Files shall indicate a successful or unsuccessful file transfer based on verification of the transferred file's checksum, file size and record count.

### **File Transfers:**

After a file is transferred (via FTP) from the /input/sending subdirectory into the main /input directory, the receiving Authority shall pick up the file and check the integrity of the data within the file using the file checksum. Once the file is checked, the TMS Host shall send an **\_ack** or **\_nak** file back to the sending Authority before archiving the file. Acknowledging the file is done before archiving the file to prevent the receiving Authority from archiving a bad file. Should a file prove to be invalid based on the file checksum, the receiving Authority shall delete the invalid file and the sending Authority shall be notified by the **\_nak** file. Once the Authority that sent the original file receives the **\_nak** file, they shall repackage the file and send it again. Should the second attempt also result in the generation of a **\_nak** file, the sending Authority shall send an e-mail to the target Authority to notify them of the problem, investigate the problem and transfer the file manually to the target Authority once the problem has been resolved.

**Note:** All Acknowledgement Files shall be sent within five (5) minutes of the receiving authority's receipt of a file.

### **File Naming Conventions:**

Acknowledgement Files shall use the following naming conventions based on the success or failure of the file transfer.

#### Successful Transmission:

If a file's checksum, file size and record count, identified in the file's header, are verified as correct by the receiving agency, the receiving agency shall send an Acknowledgement File to the sending agency. The Acknowledgement File shall use the following naming scheme:

(original file name.ext)**\_ (Authority)\_ack**

#### Unsuccessful Transmission:

If a file's checksum, file size and record count cannot be verified as correct, based on the information in the file header, or if there were any inconsistencies in the data contained within the file, the receiving agency shall create an Acknowledgement File that specifies that the transmission of the file was not

successful. The receiving agency shall specify that the file transfer failed by utilizing the following file naming scheme:

(original file name.ext)\_(Authority)\_nak

### 5.7.1 File Transfer Timetable

The CSC and subscribing agencies shall receive acknowledgement files for the following file types:

- TVL Files
- Tag / Plate Assc. Data Files
- Transaction Files
- Disposition Files
- Violation Status Files

The party that sends a file shall receive an acknowledgement file within 5 minutes of the file being received by the target authority.

**Note:** All times used in the file name format and in the file contents are designated in GMT (Universal Time Zone – Grand Meridian).

### 5.7.2 File Name Format

As mentioned above, Acknowledgement Files shall be named based on the success or failure of the file transmission. Refer to the lists below for an example of the Acknowledgement File naming conventions used for each file type based on both success and failure.

#### Successful Transmission:

Successful file transmissions shall use the following naming convention:

(original file name.ext)\_(Authority)\_ack

- TVL Files – 20040815143045102.tag\_104\_ack
- Tag / Plate Association Data Files –  
20040815143045102.tp18\_104\_ack
- Transaction Files – 20040815143045104.tr\_102\_ack
- Disposition Files – 20040815143045104.dsp\_104\_ack

- Violation Status Files – 20040815143045104.vsf\_102\_ack

Unsuccessful Transmission:

Unsuccessful file transmissions shall use the following naming convention:

(original file name.ext)\_(Authority)\_nak

- TVL Files – 20040815143045102.tag\_104\_nak
- Tag / Plate Association Data Files – 20040815143045102.tpl8\_104\_nak
- Transaction Files – 20040815143045104.tr\_102\_nak
- Disposition Files – 20040815143045104.dsp\_104\_nak
- Violation Status Files – 20040815143045102.vsf\_104\_nak

**5.7.3 File Format**

The file format follows the standard guidelines referenced in Appendix B (File Structure - Standard Guidelines).

**5.7.3.1 File Header Format – Acknowledgement File**

The File Header is a fixed length ASCII record with comma-delimited fields, terminated by a carriage return-line feed. Although the fields are fixed in length, they are still separated by commas. This is to allow processing by either of two means: (1) specifying absolute file offset position and field length; or (2) parsing the record, breaking on the comma-delimiter. This format was developed to afford developers maximum flexibility in processing this record type.

Field Name	Data Type (Fixed Length)	Required Field	Format/Range	Description
Rec_type	Char (1)	Y		Record Type. Value = 'H'
File_date_time_created	Char (14)	Y	yyyymmddhhmmss	Date and time of this file creation
Original_file_date_time_received	Char (14)	Y	yyyymmddhhmmss	Date and time the original file was received

Field Name	Data Type (Fixed Length)	Required Field	Format/Range	Description
Processing_Status	Char (1)	Y		<ul style="list-style-type: none"> <li>• Processing status of file received:</li> <li>•</li> <li>▪ "V" – Checksum, file size and record count validated</li> <li>▪ "C" –Checksum invalid</li> <li>▪ "F" – File size invalid</li> <li>▪ "D" – Record count invalid</li> </ul>
Separator	Char (1)	Y		"CR/LF" Carriage Return/Line Feed

### 5.7.3.2 File Trailer Format – Acknowledgement File

Field Name	Data Type (Fixed Length)	Required Field	Format/Range	Description
Rec_type	Char (1)	Y		Record Type. Value = 'T'
Separator	Char (1)	Y		"CR/LF" Carriage Return/Line Feed

### 5.7.4 File Example – Acknowledgement File

H,20050417220000,20050416220000,V

## Appendix A: Authority/Plaza/Lane Descriptions

The following shall be used to uniquely identify plazas and lanes:

ID	Number of Characters
Authority	3
Plaza	5
Lane	2

Authority ID Number – (AUTHORITY):

8. 101 – TxDOT
9. 102 – NTTA
10. 103 – HCTRA
11. 104 – CTRMA
12. 105 – OTA
13. 106 – CCCD (GNO2)
14. 107 – LPC

The CSC shall also need to be provided with the physical descriptions for each location that shall be placed on the customer statements.

## Appendix B: File Structure - Standard Guidelines

The files involved in the file transfer that are described in this document are ASCII text files. All fields shall be comma-delimited. The various components of a file that are involved in the file transfer are as follows:

15. File Header line: The first line of the file shall be the file header record. The format of the header record may be different for different types of transfers. All file headers fields are right-justified and fixed length (zero padded if necessary).
16. Data Record line(s): All files created from the database for file transfer shall have comma-delimited records. Field sizes are maximum lengths. Field data can be less than the maximum length.
17. File Trailer line: The last line of the file shall be the file trailer record. The format of the trailer record may be different for different types of transfers. All file trailers fields are right-justified and fixed length (zero padded if necessary).

**Note:** The default value for required fields that are not being used shall be zero (0).

## Appendix C: Transaction Record Types

Record Type ID	Record Type	Description
10	Toll Transaction	Used for ALL Transponder Toll transactions
11	Video Toll Transaction	Used for ALL Video Toll transactions
13	Unusual Occurrence	Used for maintenance messages, if implemented in the system
15	Account Transaction	Used for transactions that affect accounts, i.e. adding money or giving discounts
19	Lane TVL Installation ACK	Used for sending TVL installation acknowledgement messages from the TMS to the CSC.

## Appendix D: Axle-based Vehicle Classes

Axle-Based Vehicle Class	Vehicle Class	No. of Axles
001	NOT USED	N/A
002	CLASS 2 VEHICLE	$\leq 2$ axles
003	CLASS 3 VEHICLE	3 axles
004	CLASS 4 VEHICLE	4 axles
005	CLASS 5 VEHICLE	5 axles
006	CLASS 6 VEHICLE	6 axles
007	CLASS 7 VEHICLE	7 axles
008	CLASS 8 VEHICLE	8 axles
009	CLASS 9 VEHICLE	9 axles
010	CLASS 10 VEHICLE	$\geq 10$ axles

## Appendix E: Shaped-Based Vehicle Classes

Shape-based Vehicle Class ID	Vehicle Description	Distinguishing Characteristics
011	(Reserved)	N/A
012	Motorcycles, Passenger cars, Light duty vehicles, Pickups/Vans/SUVs	Height < 7 ft. Length < 20 ft.
013	Any class 012 vehicle pulling a trailer	Same as the class 12 above with a detected trailer
014	Unibody trucks, Cement trucks, Dump trucks, Buses, Motor homes, Tractors without a trailer	Not a class 12 with the following characteristics:  Height 7 ft. to 12 ft. Length 20 ft. to 46 ft.
015	Tractor with on trailer	Height > 12 ft. Length > 46 ft.  Including detected trailer
016	Tractor with two trailers	Same as class 15 with second trailer

## Appendix F: Violation Codes

Violation Code	Meaning	Description
0	No Violation Detected	No violation occurred
1	Vehicle Run Through	Vehicle passed through the Plaza/Lane location without paying and has no transponder
2	Insufficient Funds Toll Transaction	Vehicle did not pay enough, usually occurs with ACMs
3	Invalid ETC Patron Account	Vehicle has an invalid transponder
4	Lost/Stolen Transponder	Vehicle has a lost/stolen transponder
5	Transponder Class Mismatch	The class assigned to the transponder does not match the classification at the lane
6	Misclass	The automatic classification of the lane does not match the classification by the toll operator (manual)
7	Unsuccessful ETC Transaction	This is the catch-all code when a vehicle has a transponder but the lane does not know what to do with it. This would handle buffered tag transactions – transactions held by the tag reader with no other associated data.
8	Account/Plate Check Requested	Image taken because of a LPCheckReq
9	Speeding at xx mph	Image taken when vehicle exceeds a preset speed. Used only when speed check is implemented at the lane.
10	National Guard	Used at manual lane.
11	Police	Used at manual lane.
12	Fire	Used at manual lane.
13	Ambulance	Used at manual lane.
14	Handicapped	Used at manual lane.
15	Other	Used when no other code fits. This is the catch-all code.

## Appendix G: Lane Modes

Lane Mode ID	Meaning
1	Closed
2	Manned
3	Manned Preclass
4	Manned Exact Change
5	Manned Exact Change – Preclass
6	ACM
7	Dedicated ETC
8	ACM – ETC
9	Maintenance
10	Event Mode
11	Standby Mode
12	Open Road ETC
13	Manned ETC Lane
14	Emergency Mode

## Appendix H: Reconciliation/Error Codes

Table 1 includes the error codes that are used by the lane and included in the 'RejectCode' field of the ETC Transaction data record.

Error Code ID	Meaning
0	Not an Unusual Occurrence
1	No Payment Received
2	Toll Misclass by Operator

### Error Codes

Table 2 includes the reconciliation codes that are used by the CSC and included in the 'errnum' field of the ETC Reconciliation data record.

Reconciliation Code ID	Meaning
17	Invalid Tag
20	Paid More Than Due
21	Unknown record type
22	Operational Error
23	Forcing Patron Balance Negative
24	Patron Balance Less Than or Equal to Zero
25	Cannot find Tag / No Tag read
26	Cannot find Patron
31	Activity Record Not Saved
34	Bad Record on Import
36	Duplicate Violation Time
37	Non-Vehicle Collection
38	Class Difference on Toll
39	Bad Paytype on Import
40	Duplicate Transaction
99	Miscellaneous

### Reconciliation Codes

## Appendix I: Tag Statuses

Tag Status ID	Meaning	Interoperability Code	Violation (Y/N)
G	Good	G	N
B	Low Balance	B	N
I	Invalid	I	Y
L	Lost	L	Y
N	Negative Balance	N	Y
R	Returned	R	Y
S	Stolen	S	Y
X	Non-Revenue Tag	Status based on account type (i.e., a Non-Revenue tag on an account with funds would be reported as G (Good) to the Interoperability agencies	N

**Note:** Tag Statuses are consistent with Interoperability Tag Status Values.

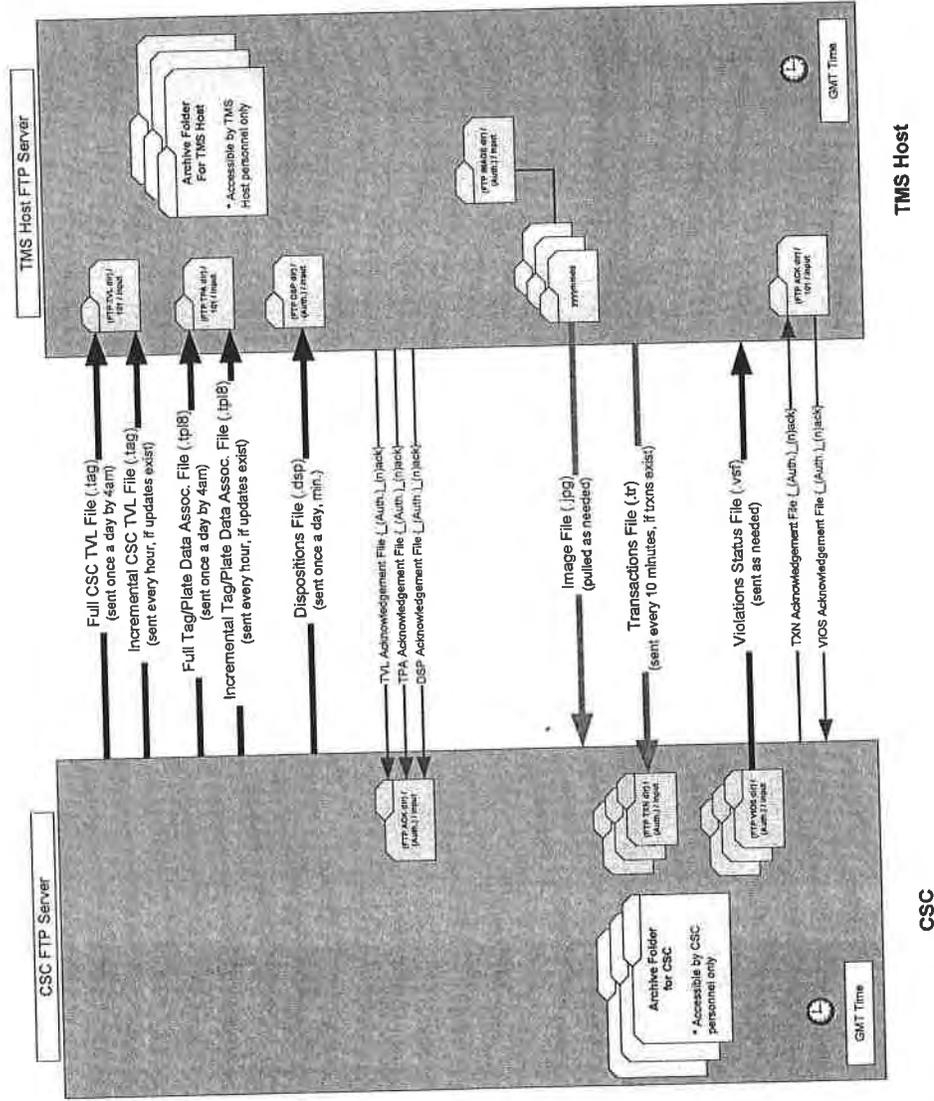
Appendix J: Plaza ID List (Needs Completion by Developer)

Plaza ID	Definition

Appendix K: File Record Types

Record Type Value	Definition
H	File header
T	File trailer
S	TVL data record
P	Tag / Plate Assc. Data File data record
A	Transaction File ETC data record
V	Transaction File Violation data record
R	Disposition File data record
J	Disposition file Adjustment data record
C	Violation Status File data record

# Appendix L: CSC / TMS Host File Transfer Locations



- File Validation Criteria - all files, except Image Files
  - 1.) File Size
  - 2.) Record Count
  - 3.) Checksum
- Acknowledgement Files shall be received by the transmitting authority no more than 5 minutes after receipt of a transmitted file by the receiving authority.

**Legend**

TVL - Tag Validation List File  
 TPA - Tag / Plate  
 DSP - Dispositions File  
 VIOS - Violations Status File  
 TXN - Transactions File  
 IMG - Image File

**Note:**  
 Orange - TMS Host to CSC  
 Blue - CSC to TMS Host  
 Green - Acknowledgement File

## Appendix M: Violation Status Codes

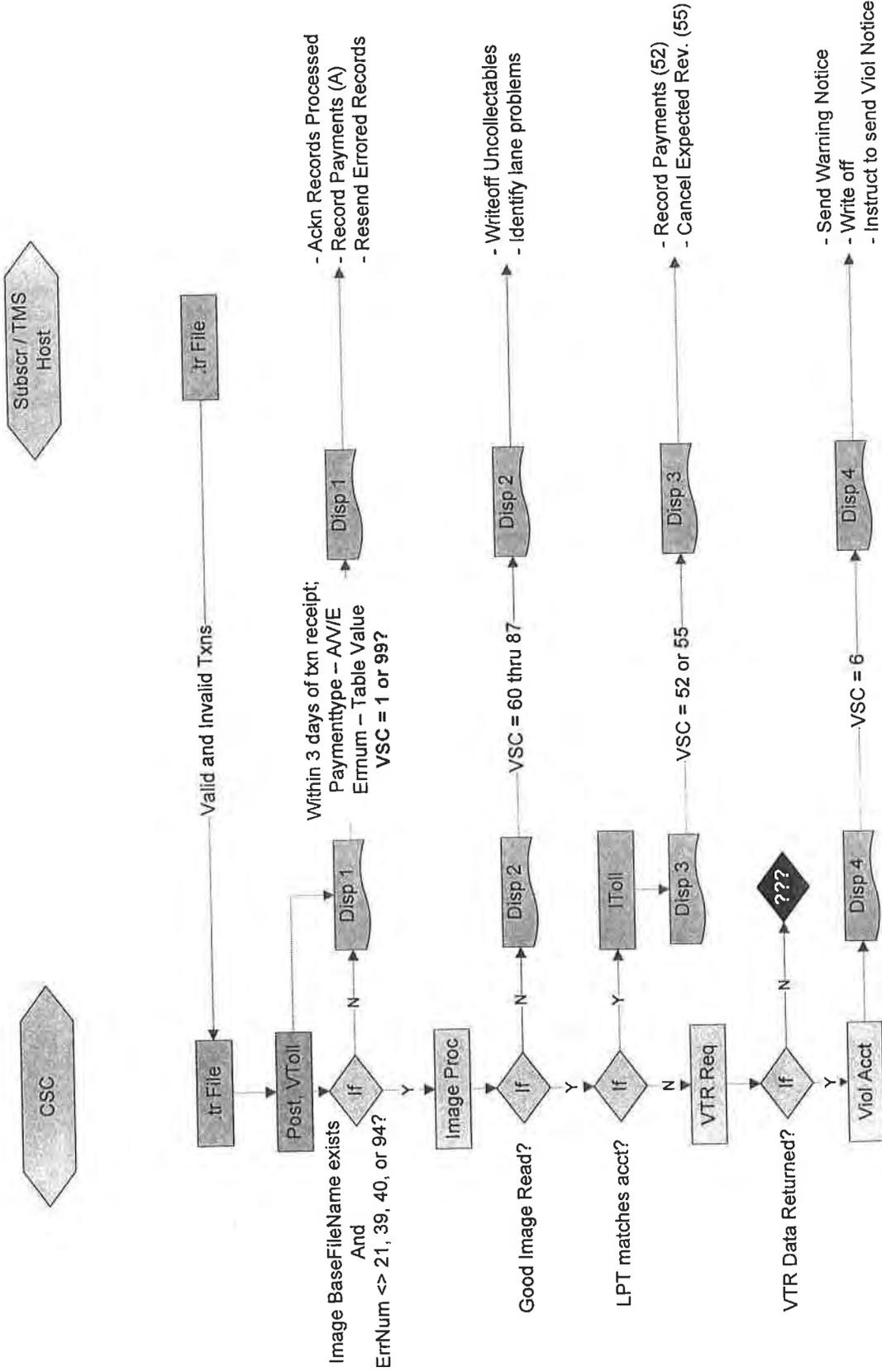
Code	Status	Definition
1	VIOL LANE	Violation transaction was recorded.
2	VIOL AUDIT	Violation has been audited by Finance and determined to be a true violation.
3	SUPV REVIEW	Request image review by Image Processing Supervisor.
4	SC PENDING	First pass to Service Center to determine if it is a customer match.
5	RQST VTR	Submit first request to VTR for registered owner name and address.
6	VIO ACCT OPEN	Violation account has been opened with data from VTR, and the CSC is pending direction from TMS Host.
7	NOTICE VIOLATOR	Violation has been attached to a violation account with the name and address from VTR, and a notice shall be sent to the registered owner of the vehicle.
8	CANCELLED PRE NOTICE	CSC has cancelled the violation for the associated transaction before a notice was sent.
9	CANCEL VIOLATION	Cancel the violation for the associated transaction.
10	RENTAL ACCOUNT MATCH	Plate number matched a current plate listed in a Rental type account.
11	RENTAL MATCH RETURN	Participating car rental agency sends a file back with renter information
12	RENTAL RETURN	An account is created from the renter information returned from the rental agency.
13		
14		
15		
16		
17		
18		
19		
20	NOTICE 1	Violator shall be mailed a violation Notice 1 (Toll + Administrative Fee Due).
21	NOTICE 2	Violator shall be mailed a violation Notice 2 (Toll + Administrative Fee + Delinquent Penalty Due).
22	MANUAL FEE	A manual fee adjustment has been made to the balance on the violation.
23		
24	RESERVED	RESERVED
25	VIOL TO COURT	CSC to forward the violation(s) to the county court where the violation occurred for final collection.
26	VIOL SENT TO COURT	The CSC has forwarded the violation(s) to the appropriate county court.
27	COURT PAID	Court rules against the violator and collects the debt owed for the violation.

Code	Status	Definition
28	COURT UNCOLLECTABLE	Court rules against the CSC, rendering the violation debt uncollectible.
29		
30	SUSPEND HRNG EX	System action suspended pending administrative review.
31		
32		
33		
34		
35		
36		
37	VIOLATOR TO COLLECTIONS	Collection agency to pursue the violation.
38	VIO TO COLLECTIONS	The CSC has forwarded the violation(s) to a collection agency for debt collection or skip tracing.
39		
40	REDUCTION	Violation has been reduced.
41	SOLD RETURN	Vehicle Sold
42	STOLEN RETURN	Vehicle Stolen
43	CUSTOMER ACCOUNT PENDING CLOSE	Customer Account is in PEND CLOSE status and in the process of being closed.
44	VOIDED DUE TO EVENT	Special Event write-off
45	NOTICE TIME EXPIRED	The latest date to send a Notice of Toll Violation has expired.
46	CANCEL COLLECTION ACTION	CSC to remove and cancel a violation that has been forwarded to a collection agency.
47	WRITE OFF UNCOLL	Violation is uncollectible.
48	WRITE OFF VIOLATION	TMS Host must write off violation due to court decision or violator producing evidence of innocence.
49	CANCELLED POST NOTICE	The CSC cancelled the violation during the collection process.
50	PD VIOL	Violation has been paid either in full or partial payment received.
51	RESERVED	RESERVED
52	I/P PAY BY PLT	Violation paid from an active customer account with a positive account balance.
53	RECEIVABLE PAY BY PLT	Customer received a violation notice (receivable) as their account was not current. Customer contacted agency to update account and the violation was paid by plate out of the customer account.
54	PARTIAL PAID VIOLATION	Violation occurred on a partial payment at the lane.
55	PD NON REVENUE CUSTOMER	Violation was paid by plate out of a non-revenue customer account.
56	OUT OF SYNC-NO VIOL	Lane was out of sync and caused a false violation.
57	CUSTOMER ACCT CLOSED	Violation was matched to a customer account but could not be paid, as the account was not in good standing.

Code	Status	Definition
58	CROSS LANE DUPLICATE/ STRADDLE	Violation met criteria in system of a cross lane duplicate or straddle and is coded off by the system.
59	DUPLICATE	Request for payment by AVI or pay-by-plate to Service Center was previously submitted and resolved.
60	IMG NT CLEAR	Violation image was too fuzzy to read license plate.
61	IMG TOO LT	Violation image was too light (overexposed) to read license plate.
62	IMG TOO DK	Numbers on license plate was too dark to read clearly.
63	CAMERA TOO HGH	License plate was below the image frame.
64	CAMERA TOO LOW	License plate was above the image frame.
65	CAMERA TOO LFT	License plate was obscured by the right side of the image frame.
66	CAMERA TOO RGT	License plate was obscured by the left side of the image frame.
67	BLACK	Entire violation image was black.
68		
69		
70	HATCHED	Violation image is distorted by lines or interference pattern.
71	IMAGE NOT AVAILABLE	No image appeared for the violation.
72	NO VEHICLE IN IMAGE	Violation image did not show a vehicle.
73	FUNERAL PROCESSION	Used to code off funeral procession vehicles by agency approval.
74	PLATE GLARE OR SHADOW	Violation image was unreadable due to sunlight glare.
75	VEHICLE NOT IN LANE	Used for 2-image lanes. License plate could be read because it was obscured by left or right image frame.
76	UNREADABLE PLATE	Violating vehicle had unreadable license plate (e.g., older, non-reflective plate type)
77		
78		
79		
80		
81	OUT OF STATE PLATE	License plate is from a U.S. state other than the home state
82	US GVT PLT	Vehicle had U.S. government issue license plate or an exempt plate.
83	NON US PLT	Vehicle had a non-U.S. (foreign) license plate.
84	NO PLT	Vehicle had no license plate.
85	PLT OBSC	View of license plate image was obscured by other object in image.
86		
87	PLASTIC SHIELD	Plate is covered with a blue or white plastic shield and cannot be read.
88		
89		

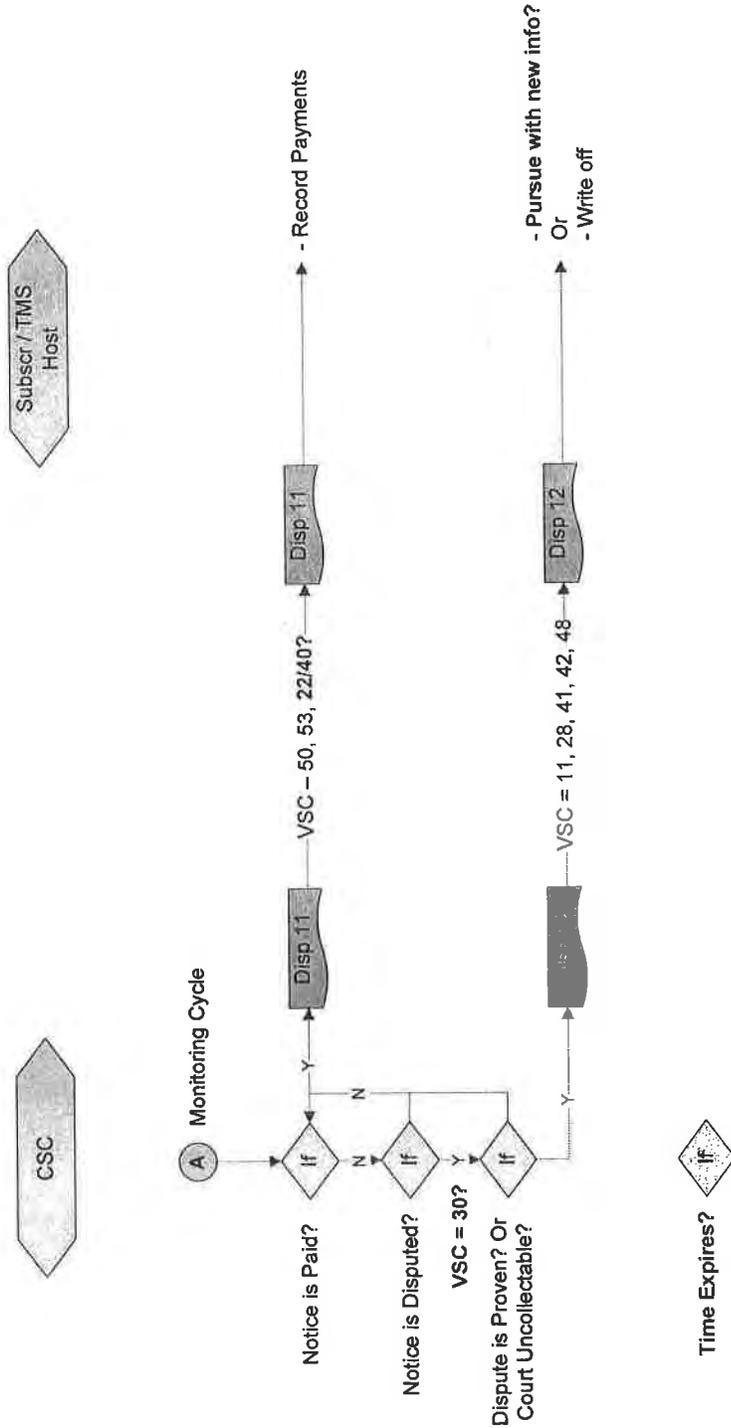
Code	Status	Definition
90	TEST CAR/SYSTEM PROBLEM	False violation due to system testing or a system problem.
91	AUDITED PAID REJECT	During an ACM malfunction, toll was paid but fell into the ACM reject bin, and was not recorded as a paid transaction.
92	AUDITED PAID NVC	Toll was paid into ACM but vehicle exited the lane before the green light.
93	AUDITED AD HOC COLL	Toll payment by ad hoc collection verified.
94	AUDITED PAID OTHER	Toll payment was made, but was attached to the following vehicle in the lane.
95	MISC	Code reserved for problems in the lane that the agency needed to be coded off as a separate code.
96	AUDITED LATE COMMIT	Toll payment verified as toll attendant late commit.
97	ACM RESOLUTION	Toll payment was made, but part of the payment was attached to the following vehicle in the lane.
98	PAID AVI IMPORT	Violation was paid from a valid customer account by the system.
99	NO VIOLATION DETECTED	A violation waived due to equipment errors, special events, or customer service by agency approval.

# Appendix N: Typical Violation Status Code Flow – Pre-Violation Notice





Appendix N: Typical Violation Status Code Flow (cont) – Monitoring Cycle (A)



## Attachment 4

### List of Transponder Models Establishing Benchmark Transponder Performance

<b>TransCore Model Number</b>	<b>Power</b>	<b>Internal/ External</b>	<b>Mounting Surface</b>	<b>Agency</b>
AT5544	Battery	either (sealed case)	non-metallic	HCTRA
AT5545	Battery	either (sealed case)	metallic	HCTRA
AT5547	Battery	internal	non-metallic	HCTRA
AT5140	Battery	external (bumper)	metallic or non-metallic	HCTRA
eGo Plus 0700	Beam	printable sticker tag	window	HCTRA
AT5100	Beam	internal	non-metallic	NTTA
AT5145	Beam	external (bumper)	metallic or non-metallic	NTTA
eGo Plus 0700	Beam	printable sticker tag	window	NTTA
eGo Plus 0700	Beam	printable sticker tag	window	TxDOT
AT5145	Beam	external (bumper)	metallic or non-metallic	TxDOT
AT5544	Battery	either (sealed case)	non-metallic	TxDOT

**Attachment 5**

**[Reserved.]**

**Attachment 6**

**Form of Letter of Credit**

(ISSUING BANK)

IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ladies and Gentlemen:

At the request and for the account of the North Texas Tollway Authority ("NTTA"), 5900 W. Plano Parkway, Suite 100, Plano, TX 75093, we hereby issue this irrevocable stand-by letter of credit ("Letter of Credit") pursuant to the Tolling Services Agreement between NTTA and \_\_\_\_\_ ("Beneficiary") dated \_\_\_\_\_, 2009, as the same may be amended, modified or supplemented from time to time (the "TSA") in the initial amount of \$ \_\_\_\_\_ **[insert the applicable amount determined pursuant to Section 16 of the Tolling Services Agreement]** (the "Stated Amount"). An amount not to exceed the Stated Amount, plus any increases by the amount of NTTA's reimbursements as provided below, may be drawn by the Beneficiary or any designee thereof under this Letter of Credit at any time with respect to the occurrence of a Drawing Event (as defined below).

Funds under this Letter of Credit will be made available to you against receipt by us of a Demand for Payment (as defined below), duly completed and purportedly signed by a representative of the Beneficiary. Any such Demand for Payment shall be presented at our office located at the address set forth below or at any other office in the same city which may be designated by written notice delivered by us to you prior to the presentation of the Demand for Payment. Each Demand for Payment hereunder may be made up to the close of business on the Stated Expiration Date. Multiple partial drawings are permitted hereunder with respect to the occurrence of a Drawing Event.

If a Demand for Payment is made by you hereunder at or prior to 10:00 a.m., central time, on any weekday (i.e., Monday through Friday, excluding Texas state holidays and U.S. federal holidays) (a "Business Day"), and provided that such Demand for Payment conforms to the terms and conditions hereof, payment shall be made by us to you in immediately available funds free and clear of and without deduction for any taxes, duties, fees, liens, set-offs or other deductions of any kind and regardless of any objection by any third party, to the account designated below or such other account at a national bank in the United States of America that you may designate in the Demand for Payment on the next Business Day after demand is made. If a Demand for Payment is made by you hereunder after 10:00 a.m., central time, on a Business Day, and provided that such Demand for Payment conforms to the terms and conditions hereof, such payment shall be made no later than the close of business, local time of the location of

the account designated below or such other account at a national bank in the United States of America that you may designate in the Demand for Payment, on the second Business Day after demand is made. Payment under this Letter of Credit shall be made in same day funds, by wire transfer to your account described below or such other account as you may designate in writing.

Financial Institution: \_\_\_\_\_  
Routing Number: \_\_\_\_\_  
Account Name: \_\_\_\_\_  
Account Number to Credit: \_\_\_\_\_  
Reference: \_\_\_\_\_  
Attention: \_\_\_\_\_

If any Demand for Payment delivered by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you notice thereof, stating the reasons therefor and that we will upon your instructions hold any document at your disposal or return the same to you. Upon receipt of any such notice, you may attempt to correct any such non-conformance; provided, however, that any Demand for Payment presented to correct such non-conforming demand must be presented on or prior to the Stated Expiration Date.

The Letter of Credit may be transferred by you in connection with a transfer and assignment of your rights under the TSA upon receipt by us of a transfer request in the form attached hereto as Annex B accompanied by this original Letter of Credit.

In the event of any drawing by you hereunder, we shall immediately notify NTTA of such drawing, and request that NTTA reimburse us in the amount of such drawing, plus any interest earned thereon. If, and to the extent that, NTTA reimburses us prior to the termination date hereof for any amounts drawn by you hereunder, the available amount under this Letter of Credit shall be increased by the amount of NTTA's reimbursement. During our business hours you may request and we will thereupon provide to you documented verification of increases and of the then available amount of this Letter of Credit.

Except as expressly stated herein, this Letter of Credit is not subject to any condition or qualification. We engage with you that all Demands for Payment made in compliance with the terms of this Letter of Credit will be duly honored upon delivery of documents as specified if presented at this office in the manner described above on or before \_\_\_\_\_, 20\_\_ (the "Stated Expiration Date").

This Letter of Credit shall become effective immediately, and shall automatically terminate on the earliest to occur of (i) our honoring of a drawing hereunder in an amount equal to the Stated Amount plus any increases by the amount of NTTA's reimbursements, or (ii) the close of business on the Stated Expiration Date.

All notices (including without limitation presentation of any Demand for Payment) to be made to us under this Letter of Credit shall be in writing, shall refer to this Letter of Credit by number, and shall be delivered by hand or sent by registered or certified mail, postage prepaid, return receipt requested, if to us at [address], [attention], or at such address as we shall notify you in writing.

As used herein:

- (i) "Demand for Payment" shall mean the delivery to us of a certificate in the form attached as Annex A hereto.
- (ii) "Drawing Event" shall mean the occurrence of any event under paragraph (2) of the Demand for Payment.

The Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, (including the TSA), instrument or agreement referred to or to which the Letter of Credit relates (except only the certificates referred to herein); and any such reference shall not be deemed to incorporate herein by reference any document (including the TSA), instrument or agreement (except for such certificates). The obligations of the Issuing Bank under this Letter of Credit are the individual obligations of the Issuing Bank and are in no way contingent upon reimbursement with respect thereto from NTTA or any other party.

Except so far as otherwise expressly stated, this Letter of Credit is subject to the International Standby Practices ("ISP98"), International Chamber of Commerce Publication No. 590 (the "Uniform Customs"), which shall in all respects be deemed a part hereof as fully as if incorporated herein except as modified hereby.

This Letter of Credit shall be deemed to be a contract made under the laws of the State of Texas and applicable U.S. federal law, and shall, as to matters not governed by Uniform Customs, be governed by and construed in accordance with the laws of the State of Texas, without regard to principles of conflicts of law.

Any failure by you to draw upon this Letter of Credit as permitted hereunder shall not cause this Letter of Credit to be unavailable for any future drawing, provided that this Letter of Credit has not expired prior to such future drawing and that all requirements of this Letter of Credit are independently satisfied with respect to any such future drawing.

Communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at \_\_\_\_\_, Attention: \_\_\_\_\_, specifically referring to the number of this Letter of Credit.

Very truly yours,

**[ISSUING BANK]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ANNEX A

TO LETTER OF CREDIT  
DEMAND FOR PAYMENT CERTIFICATE

Date: \_\_\_\_\_, 20\_\_

[ISSUING BANK]

RE: Irrevocable Letter of Credit No. \_\_\_\_\_ (the "Letter of Credit")

The undersigned, a representative of \_\_\_\_\_ (the "Beneficiary"), hereby certifies to [Issuing Bank] as follows:

1. The Beneficiary is making a Demand for Payment under the above-referenced Letter of Credit in the amount of US \$ \_\_\_\_\_ (the "Requested Drawing Amount") for credit to Account No. \_\_\_\_\_ of the Beneficiary at [institution and location of institution].

2. Under the terms of the Tolling Services Agreement (TSA) dated \_\_\_\_\_ between the undersigned and the North Texas Tollway Authority (NTTA), the Beneficiary is entitled to draw on the Letter of Credit for the Requested Drawing Amount.

3. The Requested Drawing Amount was computed in compliance with the terms and conditions of the Letter of Credit, does not exceed the Stated Amount of the Letter of Credit and does not exceed the amount available to be drawn under the Letter of Credit.

4. This Demand for Payment is made before the Stated Expiration Date of the Letter of Credit.

Capitalized terms used herein (without definition) shall have the respective meanings set forth in the Letter of Credit.

IN WITNESS WHEREOF, the undersigned, the [office held] of the Beneficiary has executed and delivered this Certificate as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
[Name]

ANNEX B  
TO  
LETTER OF CREDIT  
TRANSFER REQUEST

**To:** [Issuing Bank]

**RE:** Irrevocable Letter of Credit No. \_\_\_\_\_

We have assigned our interest under the Tolling Services Agreement to the party named below as secondary beneficiary, and we hereby request you to transfer all our rights as beneficiary under the Letter of Credit referenced above to the second beneficiary named below.

\_\_\_\_\_  
Name of second beneficiary

\_\_\_\_\_  
Address

We do hereby transfer all our rights as the original beneficiary, including all rights to make drawings under the Letter of Credit, to the second beneficiary. The second beneficiary shall have sole rights as beneficiary, whether existing now or in the future, including rights to agree to any amendments, including increases or extensions or other changes. All amendments will be sent directly by the second beneficiary without the necessity of consent by or notice to us.

We enclose the original letter of credit and any amendments. Please indicate your acceptance of our request for the transfer by processing the letter of credit and sending it to the second beneficiary with your customary notice of transfer.

Your transfer fee: \$ \_\_\_\_\_

Enclosed is our check for \$ \_\_\_\_\_.

You may debit our Account No. \_\_\_\_\_

We also agree to pay you on demand any expenses which may be incurred by you in connection with this transfer.

\_\_\_\_\_  
Name of beneficiary

\_\_\_\_\_  
Address

Annex B

## **Attachment 7**

### **Initial Designation of Authorized Representatives**

#### **For NTTA:**

Name: Clayton K. Howe

Title Assistant Executive Director of Operations

Address: 5900 W. Plano Parkway, Plano, Texas 75093

Office Tel: 214.461.2000

Mobile Tel: 214.325.5459

Fax: 972.930.2625

Email: chowe@NTTA.org

#### **For Developer:**

Name: Jose Maria Lopez de Fuentes

Title: Authorized Representative

Address: 7700 Chevy Chase Drive, Building One, Suite 500C, Austin, TX 78752-1562

Office Tel: 512.637.8545

Mobile Tel: 512.496.2684

Fax: 512.637.1498

Email: jmlopez@cintra.us.com

## Attachment 8

### Example of Calculation of Delinquent Payment Deduction

<i>Typical Monthly Delinquent Payment Deduction</i>					
Month:	December, 2007				
LIBOR on 12/1/07	8%				
LIBOR + 400 basis points	12%	(100 Basis points = 1%)			
<u>Business Date</u>	<u>Due Date</u>	<u>Payment Date</u>	<u>Number of Days</u>	<u>Amount</u>	<u>Delinquent Payment Deduction</u>
12/3/2007	12/5/2007	12/6/2007	1	\$100,000.00	\$32.88
12/4/2007	12/6/2007	12/8/2007	2	\$125,000.00	<u>\$82.19</u>
				Total	\$115.07

## Attachment 9

### Example of Calculation of Non-Compliance Deduction

Typical Non-Compliance Deduction Calculation		
Adjusted Payment Period Compensation	#####	
Monthly Non-Compliance Reduction %	2%	For this Sample Month, the NTTA was non-compliant in performance which resulted in 18 Non-Compliance points. The Reduction % is then 2%.
Monthly Non-Compliance Deduction	\$2,000.00	

**Attachment 10**

**Example of Reclassification Report**

**[Example follows this page.]**

Attachment 10

## Transaction Report

User ID: JHARP  
Run Time: 2/8/2008 13:45:50

Date Type: Received (Other types include: Transaction, Posted, or Status)  
 Reporting Period: 02/04/2008 00:00:00 - 02/05/2008 23:59:59  
 Agency: NTTA  
 Facility: 121  
 Plaza: All  
 Lane: All  
 Transaction Status: Received (Other type is Paid)

Date	Home Agency	Transponder Transactions		Video Transactions		Total Transactions		Processing Fees				Net Payment
		Count	Toll	Count	Toll	Count	Toll	Per Trxn (Base)	Per Trxn (%)	IOP Fee	Total	
2/4/2008	NTTA	500	350.00	0	0.00	500	350.00	25.00	0.00	0.00	25.00	325.00
	HCTRA	100	70.00	0	0.00	100	70.00	5.00	0.00	0.00	5.00	65.00
	TTA	75	52.50	0	0.00	75	52.50	3.75	0.00	0.00	3.75	48.75
	Unknown	0	0.00	125	87.50	125	87.50	6.25	0.00	0.00	6.25	81.25
	Total Trxns	675	472.50	125	87.50	800	560.00	40.00	0.00	0.00	40.00	520.00
2/5/2008	NTTA	525	367.50	0	0.00	525	367.50	26.25	0.00	0.00	26.25	341.25
	HCTRA	110	77.00	0	0.00	110	77.00	5.50	0.00	0.00	5.50	71.50
	TTA	100	70.00	0	0.00	100	70.00	5.00	0.00	0.00	5.00	65.00
	Unknown	0	0.00	100	70.00	100	70.00	5.00	0.00	0.00	5.00	65.00
	Total Trxns	735	514.50	100	70.00	835	584.50	41.75	0.00	0.00	41.75	542.75
Total	NTTA	1,025	717.50	0	0.00	1,025	717.50	51.25	0.00	0.00	51.25	666.25
	HCTRA	210	147.00	0	0.00	210	147.00	10.50	0.00	0.00	10.50	136.50
	TTA	175	122.50	0	0.00	175	122.50	8.75	0.00	0.00	8.75	113.75
	Unknown	0	0.00	225	157.50	225	157.50	11.25	0.00	0.00	11.25	146.25
	Total Trxns	1,410	987.00	225	157.50	1,635	1,144.50	81.75	0.00	0.00	81.75	1,062.75

Note: Selection of the Agency/Facility affects the processing fees charged.

## Adjustment Report

Date Type: (Transaction, Received, Posted, or Status)  
 Reporting Period: 02/04/2008 00:00:00 - 02/05/2008 23:59:59  
 Agency: NTTA  
 Facility: 121  
 Plaza: All  
 Lane: All

User ID: JHARP  
 Run Time: 2/8/2008 13:45:50

Transponder Transaction Adjustments															
Date	Home Agency	Not Posted - Not Pursuable		Not Posted - Pursuable		Duplicate Transactions		Exempt Transactions		User Disputes		Posted Video Transactions		Total	
		Count	Toll	Count	Toll	Count	Toll	Count	Toll	Count	Toll	Count	Toll	Count	Toll
2/4/2008	NTTA	(10)	(7.00)	(5)	(3.50)	(5)	(3.50)	0	0.00	(8)	(5.60)	30	21.00	2	1.40
	HCTRA	(5)	(3.50)	(1)	(0.70)	0	0.00	0	0.00	0	0.00	15	10.50	9	6.30
	TTA	(2)	(1.40)	0	0.00	0	0.00	0	0.00	(1)	(0.70)	10	7.00	7	4.90
	Unknown	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
	Total Trxns	(17)	(11.90)	(6)	(4.20)	(5)	(3.50)	0	0.00	(9)	(6.30)	55	38.50	18	12.60
2/5/2008	NTTA	(15)	(10.50)	(4)	(2.80)	0	0.00	0	0.00	(1)	(0.70)	45	31.50	25	17.50
	HCTRA	(5)	(3.50)	0	0.00	(1)	(0.70)	0	0.00	(2)	(1.40)	25	17.50	17	11.90
	TTA	(10)	(7.00)	(3)	(2.10)	(1)	(0.70)	0	0.00	(1)	(0.70)	15	10.50	0	0.00
	Unknown	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
	Total Trxns	(30)	(21.00)	(7)	(4.90)	(2)	(1.40)	0	0.00	(4)	(2.80)	85	59.50	42	29.40
Total	NTTA	(25)	(17.50)	(9)	(6.30)	(5)	(3.50)	0	0.00	(9)	(6.30)	75	52.50	27	18.90
	HCTRA	(10)	(7.00)	(1)	(0.70)	(1)	(0.70)	0	0.00	(2)	(1.40)	40	28.00	26	18.20
	TTA	(12)	(8.40)	(3)	(2.10)	(1)	(0.70)	0	0.00	(2)	(1.40)	25	17.50	7	4.90
	Unknown	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
	Total Trxns	(47)	(32.90)	(13)	(9.10)	(7)	(4.90)	0	0.00	(13)	(9.10)	140	98.00	60	42.00

Not Posted - Not Pursuable are transactions which were good in the lane but couldn't be posted due and there are NO pursuable candidate vehicle images

Not Posted - Pursuable are transactions which were good in the lane but couldn't be posted due and there ARE pursuable candidate vehicle images

User Disputes include toll credits, excusals, and rate (class adjustments)

Unpursuable Not a Candidate Vehicle transactions include image review rejects and OCR reject vehicles

### Adjustment Report

User ID: JHARP  
Run Time: 2/8/2008 13

Date Type: (Transaction, Received, Posted, or Status)  
 Reporting Period: 02/04/2008 00:00:00 - 02/05/2008 23:59:59  
 Agency: NTTA  
 Facility: 121  
 Plaza: All  
 Lane: All

Date	Home Agency	Video Transaction Adjustments											
		Unpursuable (NCV's)		User Disputes		Not Posted - Pursuable		Posted Video Transactions		Total			
		Count	Toll	Count	Toll	Count	Toll	Count	Toll	Count	Toll	Count	Toll
2/4/2008	NTTA	0	0.00	0	0.00	5	3.50	(30)	(21.00)	(25)	(17.50)	(25)	(17.50)
	HCTRA	0	0.00	0	0.00	1	0.70	(15)	(10.50)	(14)	(9.80)	(14)	(9.80)
	TTA	0	0.00	0	0.00	0	0.00	(10)	(7.00)	(10)	(7.00)	(10)	(7.00)
	Unknown	(50)	(35.00)	(5)	(3.50)	0	0.00	0	0.00	(55)	(38.50)	(55)	(38.50)
	Total Trxns	(50)	(35.00)	(5)	(3.50)	6	4.20	(55)	(38.50)	(104)	(72.80)	(104)	(72.80)
2/5/2008	NTTA	0	0.00	0	0.00	4	2.80	(45)	(31.50)	(41)	(28.70)	(41)	(28.70)
	HCTRA	0	0.00	0	0.00	0	0.00	(25)	(17.50)	(25)	(17.50)	(25)	(17.50)
	TTA	0	0.00	0	0.00	3	2.10	(15)	(10.50)	(12)	(8.40)	(12)	(8.40)
	Unknown	(60)	(42.00)	(10)	(7.00)	0	0.00	0	0.00	(70)	(49.00)	(70)	(49.00)
	Total Trxns	(60)	(42.00)	(10)	(7.00)	7	4.90	(85)	(59.50)	(148)	(103.60)	(148)	(103.60)
Total	NTTA	0	0.00	0	0.00	9	6.30	(75)	(52.50)	(66)	(46.20)	(66)	(46.20)
	HCTRA	0	0.00	0	0.00	1	0.70	(40)	(28.00)	(39)	(27.30)	(39)	(27.30)
	TTA	0	0.00	0	0.00	3	2.10	(25)	(17.50)	(22)	(15.40)	(22)	(15.40)
	Unknown	(110)	(77.00)	(15)	(10.50)	0	0.00	0	0.00	(125)	(87.50)	(125)	(87.50)
	Total Trxns	(110)	(77.00)	(15)	(10.50)	13	9.10	(140)	(98.00)	(252)	(176.40)	(252)	(176.40)

Not Posted - Not Pursuable  
 Not Posted - Pursuable art  
 User Disputes include toll  
 Unpursuable Not a Candid

## Adjustment Report

User ID: JHARP  
Run Time: 2/8/2008 13:45:50

Date Type: (Transaction, Received, Posted, or Status)  
 Reporting Period: 02/04/2008 00:00:00 - 02/05/2008 23:59:59  
 Agency: NTTA  
 Facility: 121  
 Plaza: All  
 Lane: All

Date	Home Agency	Total Transponder Adjustments		Total Video Billing Adjustments		Processing Fees						Net Payment				
		Count	Toll	Count	Toll	Transponder Trxn Fees			Video Trxn Fees				IOP Fees			
						Per Trxn (Base)	Per Trxn (%)	Total	Per Trxn (Base)	Per Trxn (%)	Total		Per Trxn (Base)	Per Trxn (%)	Total	
2/4/2008	NTTA	2	1.40	(25)	(17.50)	0.10	0.00	0.10	(1.25)	0.00	0.00	0.00	0.00	0.00	0.00	(1.15)
	HCTRA	9	6.30	(14)	(9.80)	0.45	0.00	0.45	(0.70)	0.00	0.00	0.00	0.00	0.00	0.00	(0.25)
	TTA	7	4.90	(10)	(7.00)	0.35	0.00	0.35	(0.50)	0.00	0.00	0.00	0.00	0.00	0.00	(0.15)
	Unknown	0	0.00	(55)	(38.50)	0.00	0.00	0.00	(2.75)	0.00	0.00	0.00	0.00	0.00	0.00	(2.75)
	Total Trxns	18	12.60	(104)	(72.80)	0.90	0.00	0.90	(5.20)	0.00	0.00	0.00	0.00	0.00	0.00	(4.30)
2/5/2008	NTTA	25	17.50	(41)	(28.70)	1.25	0.00	1.25	(2.05)	0.00	0.00	0.00	0.00	0.00	0.00	(0.80)
	HCTRA	17	11.90	(25)	(17.50)	0.85	0.00	0.85	(1.25)	0.00	0.00	0.00	0.00	0.00	0.00	(0.40)
	TTA	0	0.00	(12)	(8.40)	0.00	0.00	0.00	(0.60)	0.00	0.00	0.00	0.00	0.00	0.00	(0.60)
	Unknown	0	0.00	(70)	(49.00)	0.00	0.00	0.00	(3.50)	0.00	0.00	0.00	0.00	0.00	0.00	(3.50)
	Total Trxns	42	29.40	(148)	(103.60)	2.10	0.00	2.10	(7.40)	0.00	0.00	0.00	0.00	0.00	0.00	(5.30)
Total	NTTA	27	18.90	(66)	(46.20)	1.35	0.00	1.35	(3.30)	0.00	0.00	0.00	0.00	0.00	0.00	(1.95)
	HCTRA	26	18.20	(39)	(27.30)	1.30	0.00	1.30	(1.95)	0.00	0.00	0.00	0.00	0.00	0.00	(0.65)
	TTA	7	4.90	(22)	(15.40)	0.35	0.00	0.35	(1.10)	0.00	0.00	0.00	0.00	0.00	0.00	(0.75)
	Unknown	0	0.00	(125)	(87.50)	0.00	0.00	0.00	(6.25)	0.00	0.00	0.00	0.00	0.00	0.00	(6.25)
	Total Trxns	60	42.00	(252)	(176.40)	3.00	0.00	3.00	(12.60)	0.00	0.00	0.00	0.00	0.00	0.00	(9.60)

Not Posted - Not Pursuable  
 Not Posted - Pursuable ar  
 User Disputes include toll  
 Unpursuable Not a Candid

**Attachment 11**

**Summary of Certain Terms of NTTA's Business Continuity Plan**

**[Summary follows this page.]**

Attachment 11

## **Executive Summary NTTA's Business Continuity Plan**

### **History**

It is the policy of the NTTA to maintain a comprehensive Business Continuity Plan to protect its technology infrastructure, information assets, assure employee safety, and provide continued services. The Plan provides for reestablishment of critical and essential operations that may have been disrupted due to the impact of an unforeseen event.

The Plan was developed to document the tasks, support and resources needed should a disaster impact the North Texas Tollway Authority. The Plan will be activated when an emergency beyond the scope of standard operating procedures occurs. It is designed to reduce confusion created during a disaster, and provides a framework for recovery and restoration of critical systems, voice/data communications, business processes and facilities.

### **General Overview**

The purpose of this Plan is to formalize and document the Business Continuity Policies and Procedures of the NTTA and to provide guidelines to:

- Gain control of problem situations early;
- Minimize the impact of an operational outage on the NTTA,
- Gather critical information into a central repository,
- Reduce risks to essential information resources,
- Make decisions in advance of a crisis,
- Test periodically.
- Restore the facilities.
- Return to a permanent operating environment.
- Resume time-sensitive business operations.

The Business Continuity Plan addresses the logical flow of events in responding to major disruptions in IT services, business processes and technology infrastructure. Specifically, the events to:

- Continue/resume time-sensitive business operations for the critical and essential business processes.
- Activate the resumption and support of those services. (chain of command, communication with key personnel, emergency procurements, etc.).
- Provide ability to initiate restoration procedures of critical computer processing and data communications capabilities quickly following a disaster.
- Define how the NTTA Departments will communicate and coordinate with the Business Continuity Teams.
- Identify the staff assigned to implement resumption support (Business Continuity Teams & Key Personnel) and their responsibilities.
- Restore critical operating systems, application systems, functions and telecommunications.
- Achieve each of the above objectives in a timely, efficient, and cost effective manner.
- Return to a permanent operating environment.

The Business Continuity Plan is a restricted document and classified as confidential given the nature of the contents. Elements of the Plan are tested periodically and it is modified as needed based upon test results, as well as changes to hardware, software, applications, procedures, personnel, and the NTTA's organization structure. The Plan documents are stored electronically, backed up and saved off site, and made available in electronic form to authorized individuals.

**Attachment 12**

**Summary of NTTA's Audit and Reconciliation Procedures**

**[Summary follows this page.]**

Attachment 12

## **Executive Summary**

### **NTTA's Audit and Reconciliation – All Electronic Toll Collection**

The NTTA has embarked on a transition to Electronic Toll Collection and ZipCash in all lanes; the Revenue Audit Department needs to change to support this transition. The changes planned will include change in audit from cash to ETC and ZipCash utilizing existing staffing levels as used for cash audit today. Additional facilities shall be included in the audit as a result of Toll Service Agreements.

#### **Overview**

- The NTTA has incorporated ZipCash as of January 31, 2007.
- The Board has approved a plan for removing cash toll collection in the lanes.
- As NTTA changes its' Toll Collection methods, the Revenue Audit Department will determine potential areas for revenue leakage and adapt preventative measures to minimize variances.
- Transition of Audit responsibilities will be accomplished by: Analyzing, Defining, Implementing and Documenting processes and procedures.

#### **Goals**

- Minimize toll revenue variance.
- Maximize TollTag transaction posting.
- Maximize audit and audit-ability of TollTag transactions and VTolls including Interoperable transactions to maximize the customer's experience.
- Minimize NTTA's leakage.
- Define process for periodic audits of Customer Service shifts.
- Define process for audit of Customer Service cash deposits.
- Ensure chain of custody of money.
- Reconciliation of Toll Collection system to journal entries.
- Identify potential system issues as they relate to Toll Collection in a proactive manner.

#### **Existing Responsibilities:**

Audit, Analyze, Reconcile, and Report Traffic and Revenue

1. Revenue Audit Clerks (Quantity: 3)
  - a. Reconcile vault and toll attendant shifts (Cash Audit)
2. Revenue Audit Analyst (Quantity: 1)
  - a. Evaluate notifications to determine implications on Cash Audit
3. Senior Revenue Audit Analysts (Quantity: 2)
  - a. Audit and reconcile complicated anomalies
  - b. Perform quality review
  - c. Perform revenue assurance

- d. Train staff
- 4. Revenue Audit Manager (Quantity: 1)
  - a. Manage and coordinate the Revenue Audit Department
  - b. Distribute reconciled reports
  - c. Close month in a timely fashion

**Transitioned Responsibilities:**

**Audit, Analyze, Reconcile, and Report Traffic and Revenue**

- 1. Revenue Audit Clerks (Quantity: 3)
  - a. Reconcile Transactions and Images
  - b. Reconcile Image Disposition and Quality
  - c. Reconcile Toll/Tag Transactions
  - d. Reconcile VTolls
  - e. Audit Class Mismatches
  - f. Perform License Plate Verification
- 2. Revenue Audit Analyst (Quantity: 1)
  - a. Reconcile Interoperable Accounts
  - b. Review and Resolve Unposted Transactions
  - c. Audit Cash Fund and Internal Bank
  - d. Tag Validation List Data Verification
  - e. Audit Incidental Fees
- 3. Senior Revenue Audit Analysts (Quantity: 2)
  - a. Audit Invoice Excusals and Discounts
  - b. Audit Refunds, Other Credits and Debits
  - c. Reconcile Bank Deposits (Cash and Credit)
  - d. Reconcile Toll-related Ledger Activity
  - e. Resolve Reconciliation Discrepancies
  - f. Audit/Monitor/Calculate TSA Performance Measures
- 4. Revenue Audit Manager (Quantity: 1)
  - a. Manage and coordinate the Revenue Audit Department
  - b. Distribute reconciled reports
  - c. Close month in a timely fashion

**Typical Reconciling Items (High-Level)**

Item	What	Why	Resolution
1	Images and Transactions 1. Determine and verify we are not missing images from any location. 2. Verify that no transactions are lost. 3. Verify that no images are lost through the life cycle of an image.	The NTTA is dependant on the collection of transactions and images for revenue collection.	If images are missing: 1. Determine if the files were never saved (all images references are there, but there are transactions without images). 2. If image references are missing, notify IT.
2	Images – Image Disposition/Quality 1. Verify that images are being reviewed by OCR	The NTTA is dependant on the accurate review of images for toll collection of ZipCash. This will also	If image disposition requires Roadway maintenance: 1. Notify Roadway Support with detail of findings and

Item	What	Why	Resolution
	and manually, correctly. 2. Review trends and value of rejected images.	help to identify potential image quality issues such as camera focus, angle, illumination, etc.	location(s). If image disposition requires retraining and guidance during image review: 1. Notify CSC with review information and recommendations for quality improvement.
3	Excusals and Discounted Payments. Review invoices (both ZipCash and Violation) for excusals by user. Review trends.	Since the NTTA will be more dependant on the revenue generated from invoiced tolls and violation fees there is a need for performing an audit of the excusals and discounts.	If there is a high frequency of excusals or discounts by a CSS, validate role of CSS and notify CSC.  If there is a high frequency of excusals or discounts for a Customer, validate information found. Determine who is performing the excusals/discounted transactions and why. Notify CSC or Risk Management. If an excusal code such as 'other', 'VIP' &, 'special vehicle' is used, validate excusal code reason with information found. Notify CSC management or Risk management.
4	Bank Deposit Reconciliation in ARM	Assist with bank deposit (cash and credit card) reconciliation currently performed by Finance. Cross-train audit with this functionality. This will insure timely resolution to discrepancies.	Upon unresolved discrepancy, research with Bank and CSC until resolution is found.
5	Ledger Account Reconciliation in ARM	This is a Finance function that is currently performed by MBI Consulting, Inc. The Audit team's availability will ease the transition of this task to the NTTA.	Perform reconciliation. Upon discrepancy, notify Application Support and Finance of unresolved discrepancies and track discrepancies through resolution.
6	Cash Fund and Internal Bank Audit	Verification of the funds in the CSC Safe	Notify CSC Management or Risk Management upon discrepancy.
7	Class Mismatch Audit and Follow-up	There is substantial potential revenue in TollTags that are mis-classified.	Classify TollTag correctly and notify customer of classification change.
8	TollTag Transaction Reconciliation	Account verification should be performed to insure the validity and accuracy of the transactions posted to accounts, deferred	Notify Application Support should inconsistencies arise.

Item	What	Why	Resolution
		revenue balances, accounts receivables, etc.	
9	Reconciliation of transactions from the lane to the Host. Verifying transactions generated in the lane reached the Host.	Revenue assurance.	If transactions did not get to Host or if duplicates exist notify Application Support and Roadway Support of potential issue.
10	Reconciliation of items from the Host to the CSC. Verifying transactions posted in Host are posted in the CSC.	Revenue assurance and customer service. This can also potentially identify lane problems.	If transactions did not get posted to either system or duplicate transactions exist, notify the applications group via a helpdesk ticket.
11	Research and reconciliation for transactions in the Host that were rejected from posting in the CSC.	Revenue assurance and customer service. This can also potentially identify lane problems.	If transactions are not posted to the CSC, research the tag ID and account. <i>Research the possibility of reposting the transactions.</i>
12	Ensure NTTA visited interoperable transactions balance between the Host and interoperable.	Revenue assurance.	If transactions did not get posted to either system or duplicate transactions exist, notify Application Support. <i>Research the possibility of reposting the transactions.</i>
13	Ensure that NTTA home interoperable transactions balance between the CSC and interoperability.	Revenue assurance.	If transactions did not get posted to either system or duplicate transactions exist, notify the Application Support. <i>Research the possibility of reposting the transactions.</i>
14	Confirm retail transactions against customer accounts.	To ensure complete posting of transactions.	If a transaction did not get posted, notify the Application Support.
15	Confirm interoperable partner Tag Validation List is transferred each day.	To ensure the Tag Validation List file is transferred each day, revenue assurance.	Notify app support that if Tag Validation List file is missing.
16	Research when a credit card used is not the credit card on file.	Revenue Assurance.	Notify CSC management of instances.
17	Monitor and research refunds.	Revenue Assurance.	Identify high frequency refund transaction by CSC employee and credit card number. Verify transactions and information provided. Notify CSC management.
18	Monitor and research 'other credits' to TollTag accounts.	Revenue Assurance.	Identify high frequency refund transaction by CSC employee and account number. Verify transactions and information provided. Notify CSC management.
19	Monitor TollTag and velcro fulfillments to ensure they are being completed in allotted timeframe.	Customer Service Quality Assurance. Monitor for performance.	If fulfillments are in queue longer than 4 days, notify CSC management, via email, for complete processing of fulfillment requests.

Item	What	Why	Resolution
20	Monitor Shifts to ensure they are closed within one business day.	Revenue Assurance. To ensure complete transaction postings.	If shifts are in an open status for more than a day, notify CSC management.
21	Reconciling SCIP, CSC, and VPS shifts to ensure amounts are consistent between systems. <i>This will go away with the upgrade.</i>  Monitor and research force closure of shifts.	Monitor performance trends and identify potential collusion and theft, as well as resolve any potential discrepancies. Shift level discrepancies may be a result of payments not being processed correctly.	Notify the Application Support and CSC Management to assist in the resolution, if needed.
22	Reconcile VTolls between CSC to VPS.	To ensure complete transaction postings.	Notify the Application Support. Application Support will then verify VToll posting is working correctly or resolve the issue.
23	Monitor VToll rates for fluctuation.	Monitor percentage trends that can point to broken processes, etc. that need to be corrected.	Notify Application Support. The applications group will then verify VToll posting is working correctly or resolve the issue.
24	Monitor Invoice transactions in the VPS for complete posting.	To ensure complete transaction postings for hanging payments.	Notify Application Support for complete transaction postings. Application Support will correct the hanging payment.
25	Reconcile TollTag Statement fees (and ultimately all additional fees) to accounts with mailed statement flag checked.	To ensure accurate and timely statement fee postings.	Notify Application Support. The applications group will then research the issue to determine cause and correct the issue.
26	Variance Reconciliation - We need to know where are variances are and their status. We need to be able to determine why variances are not matched to owners.	We are dependant on the revenue generated from violations. This will help define areas for improvement or issues. Review variances by license plate that are not matched to an owner of a vehicle. Determine if plate ownership can be resolved.	Notify appropriate parties of all variances to determine cause. Request resolutions.
27	Non-revenue TollTag usage – monitoring for misuse	Non-revenue tags are a benefit to our employees and should not be abused. Abuse results in potential lost revenue to the NTTA.	Notify Risk management of instances for resolution.
28	Monitor image review backlog	We are dependant on the revenue generated from images.	Determine if backlog is creating a performance concern. Notify CSC.
29	Monitor and Report performance measures as	NTTA's payment may be reduced as a result of low	Notify before performance becomes a financial hit on the

Item	What	Why	Resolution
	defined in every Toll Services Agreement.	performance.	NTTA.
30	Duplicate Transaction Verification	Verify customers are not billed duplicate transactions and that duplicate transactions are not posted to customer accounts.	Apply adjustments when needed based on research.

**Attachment 13**

**Summary of NTTA's Marketing/Distribution Activities**

**[Summary follows this page.]**

Attachment 13

## **Executive Summary NTTA's Marketing Distribution**

### **Overall Marketing Objective**

The NTTA objective is to increase market share throughout north Texas through a combination of tactics and strategies that touch the widest range of our customer base including: brand awareness campaigns, grass roots marketing within the four counties (geographic and economic), community outreach and strategic partnerships. The overlay to this objective is a coordinated and cohesive message that identifies the NTTA as the toll provider of choice in north Texas with a focus on customers, economy, mobility and partnerships.

The unique element to the north Texas TollTag market is that there are multiple untapped geographic markets/locations. Historically, NTTA roads have been concentrated in a finite geographic region of Collin and Dallas counties. As NTTA expands its system throughout the four-county region, there is large and yet to be tapped market potential for TollTags, retail partnerships and operations.

### **TollTag Strategies and Tactics**

NTTA marketing distribution initiatives are to increase the availability of TollTags throughout the north Texas region and put more tags in cars. The strategy is to provide solid messaging for having an NTTA TollTag, make it convenient to do business with the NTTA and establish strong marketing campaigns to consistently reinforce the message, sign-up locations and the role of the NTTA in north Texas. NTTA will continue to build on the tradition of maintaining its position as the single toll provider of choice in north Texas through the following main strategies.

1. Increasing customer and corporate accounts;
2. Strategic Retail Partnerships
3. Working in coordination with NTTA Operations to expand the TollTag opportunities i.e. parking garages, stadiums etc.

### **The Tagwagon: Mobile Marketing/Distribution**

#### **Office Visits**

The NTTA visited over 125 offices in '07 with its mobile marketing unit the Tagwagon, a 38 ft. RV equipped with the ability to promote NTTA initiatives and distribute TollTags. Based on a strategy of "going to the customer" the NTTA targets medium to large office complexes with the goal of customer sign up at their convenience. Office workers have the ability to visit the Tagwagon, sign up for a TollTag and actually use the TollTag on the way home. Customers also visit the Tagwagon for updates on projects or clarification on recent media reports. Staff is always equipped with the necessary collateral/information to keep customers accurately informed.

For 2008, the TagWagon and staff will reach out in creative ways to smaller businesses (those with under 75 employees). Small businesses make up the majority of metroplex businesses and creating an outreach program with the limited staff resources available.

#### **Festivals/Promotional Events**

The Tagwagon attended over 130 festivals and promotional events in '07 with a dual mission. Festival attendance focuses on public outreach to reinforce the NTTA brand and the NTTA mission statement. TollTag distribution is also provided at festivals and promotional events. Opportunities vary from festival to festival depending on attendance, and can include print advertising opportunities, radio spots and/or banner presence. However, the one element common to all events is the ability to distribute TollTags.

Festivals and promotional events provide staff the opportunity to interact with existing and potential customers. It is the front line in regards to customer concerns; a benefit in that staff receives the information uncensored and can provide accurate, detailed information on site to rectify the issue.

Combined the Tag wagon saw distribution growth of 150% in '07 and has targeted specific areas and objectives to continue that growth in years to come.

### **Retail Distribution**

**Respectable Retail Partners:** By targeting retail partners with strong community support, the NTTA can maintain its standing as a community partner while providing residents added access to TollTags.

The retail initiative is spearheaded by the ability to offer "special" packages to individual retail centers. These packages provide the retail customer an incentive that encourages the purchase of a TollTag from this particular location. For example: Pre-loaded tags to stores that require membership, i.e. Costco. Funds are set aside, provided by the vendor, and then loaded upon activation to a customer's card. The customer sees instant value in the TollTag provided by a trusted source and becomes a customer of the NTTA.

**Partners with a common interest:** The NTTA is targeting partners that share a common customer base such as dealerships and auto supply stores. The strategy is to not only distribute TollTags from these locations but to also provide branding opportunities to the retail outlet - telephone and address information - on the TollTag itself. This increases the chances of a repeat customer for the retail outlet, while providing yet another location for TollTag distribution and provides the TollTag added value to the customer. As an example, the American Airline Center sponsorship was instrumental in communicating the construction activities and closures at the south end of the Dallas North Tollway.

**Third Party Outreach (Municipalities):** Within the past year, this program has seen substantial growth in number of locations and interest throughout north Texas. The program partners with cities to serve as TollTag distribution centers. The NTTA provides the TollTags, applications and marketing material for the location; the city provides a designated place (generally the water payment desk) where residents can come in and sign up for a TollTag. The resident receives an active TollTag upon completion. For every TollTag issued by the city they receive \$5 from the NTTA. The program establishes the NTTA as the toll provider of choice by associating with the cities our customers live in, while making it convenient for them to do business with the NTTA. Also included in the Third Party Program are select Albertson's and Kroger's food stores.

### **Marketing Strategy**

stations to ensure that all target audiences are reached. Included in radio packages are live remotes, designed to increase foot traffic at key Customer Center locations.

### **Focus Groups**

Key to the success of any organization in sustaining market share is the ability to receive customer feedback, track trends and the flexibility to address those needs while not losing sight of the overall marketing objectives. The NTTA has established proven measures that collect both quantitative and qualitative data including:

- Web Support – A variety of email addresses that customers can submit complaints, concerns or feedback on any topic related to the NTTA. A system is in place that assures an accurate response is provided to the customer in a timely manner.
- Focus Groups – Performed throughout the year with set topics and used to develop messaging points or test advertising material or key communication points.
- Mystery Driver – A program that utilizes customers as “secret drivers” to provide data on customer touch points throughout the NTTA system.

### **Future Growth**

The NTTA will continue to maintain and strengthen our market share within north Texas through methods that have proven successful while keeping an eye on market and industry trends. The NTTA has identified key initiatives/product launches that will assist in establishing an even stronger share of the market while solidifying our relationship with our existing customer base. As we transition to Electronic Tolling, the NTTA marketing team is looking for additional ways to communicate with the customer base and attract new customers.