

TOLL SYSTEM IMPLEMENTATION AGREEMENT

THIS TOLL SYSTEM IMPLEMENTATION AGREEMENT (the "Agreement") is made this 19th day of December, 2012, (the "Effective Date") by and between the Fort Bend Grand Parkway Toll Road Authority, a Texas Local Government Corporation, (the "Authority"), and TransCore, LP, a Delaware Limited Partnership (the "Contractor").

WHEREAS, the AUTHORITY issued a Request for Qualifications (the "RFQ") dated May 29, 2012, which contains requirements for the design, procurement, installation, and service of a toll collection system, including equipment, software and the necessary personnel, on the Fort Bend Grand Parkway (collectively, the "Toll Collection System"); and

WHEREAS, the Contractor has reviewed available designs and documentation on the Fort Bend Grand Parkway and has submitted its proposal dated July 12, 2012, (the "Proposal") in response to the RFQ; and

WHEREAS, the Authority has ranked the proposals received in response to the RFQ and has determined that the Proposal provides the best value for the Authority; and

WHEREAS, the AUTHORITY desires to purchase from the Contractor and the Contractor desires to design, install and test the Toll Collection System, pursuant to the terms and conditions of this Agreement, for seven tolled overpasses, each referred to as a "Segment" and collectively as the "Segments";

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Authority and the Contractor hereby agree as follows:

Article I: Definitions

Section 1.01. Scope of Work. The Scope of Work is described in **Exhibit A**.

Compensation for the Scope of Work is in accordance with Article II below and the Scope of Work is to be performed by Contractor as directed by the Authority or its designated representative, Mike Stone Associates, Inc. (the "Manager"). During the term of this Agreement, Contractor or Authority may recommend certain additions or changes to the Scope of Work. In such case, the additions or changes shall be submitted to the Authority for approval in the form of a new change order. Contractor shall not deviate from the Scope of Work, except as permitted by Section 4.02.

Section 1.02. Responsibility Matrix. The Responsibility Matrix is described in **Exhibit A-1**.

The work included in the Responsibility Matrix is to be performed by Contractor as directed by the Authority or its designated representative, Mike Stone Associates, Inc. (the "Manager"). During the term of this Agreement, Contractor or Authority may recommend certain additions or changes to the Responsibility Matrix. In such case, the additions or changes shall be submitted to the Authority for approval in the form of a new change order. Contractor shall not deviate from the Responsibility Matrix, except as permitted by Section 4.02.

Section 1.03. Performance Matrix. The Performance Matrix is described in **Exhibit A-2**.

The work included in the Performance Matrix is to be performed by Contractor as directed by the Authority or its designated representative, Mike Stone Associates, Inc. (the "Manager"). During the term of this Agreement, Contractor or Authority may recommend certain additions or changes to the Performance Matrix. In such case, the additions or changes shall be submitted to the Authority for approval in the form of a new change order. Contractor shall not deviate from the Performance Matrix, except as permitted by Section 4.02.

Article II: Agreement, Pricing and Payment Terms

Section 2.01. Agreement. The Contractor shall perform the Scope of Work in **Exhibit A** pursuant to the terms and conditions of this Agreement and within the "Delivery Schedule" shown in Exhibit B.

Section 2.02. Compensation for Scope of Work. The Maximum Compensation for the Scope of Work under this Agreement is \$4,999,878.20. The amount paid under this agreement may not exceed the Maximum Compensation without an approved written supplement, change order, or amendment to this Agreement executed by the Parties.

Section 2.03. Progress Payments. The Authority will pay the Contractor in the amounts as the milestone tasks are completed as shown on **Exhibit A**. Contractor shall submit an application for progress payment to the Authority in accordance with Section 2.04 showing the Scope of Work completed. Final payment is addressed in Section 4.03.

Section 2.04. Invoicing. Contractor shall submit detailed applications for progress payments in a form prescribed by the Authority's Manager to:

Mike Stone Associates, Inc.
Attn: Mike Stone
19875 Southwest Freeway, Suite 270
Sugar Land, TX 77479

The Authority's Manager will review the applications and determine whether the milestone task has been completed. The Authority's Manager will recommend a full or partial payment within 14 days of receipt of completed application. Payment shall be made within forty-five (45) days of the approval of Contractor's invoice by the Authority.

Article III: Term and Termination

Section 3.01. Term. It is understood and agreed that the time for Contractor's performance of the Scope of Work under this Agreement shall begin with the Effective Date and end one year after Final Acceptance.

Section 3.02. Events of Default. The following are specific events of default, but does not limit the events of default to those items specifically listed:

By Contractor:

1. Material failure to perform the Scope of Work or any part thereof within the Delivery Schedule if such failure is partially or solely attributable to the Contractor.
2. The voluntary or involuntary commencement of bankruptcy proceedings against the Contractor.
3. Material failure to provide the proper manpower or equipment to perform the Scope of Work within the Delivery Schedule.
4. The filing of any lien against the equipment included in the Scope of Work or the Authority's property.

By Authority:

1. Failure to make payments for the work in accordance with Section 2.03.

Section 3.03. Default by Contractor. In the event the Contractor defaults or neglects to carry out the Scope Work in accordance with the Agreement Documents and fails within a ten-day period after receipt of written notice from the Authority to commence and continue correction of such default or neglect with diligence and promptness, the Authority may, without prejudice to other remedies the Authority may have, correct such deficiencies, provided the Contractor has not cured the default or neglect within the cure period in Section 3.04. However, if the Contractor is unable to cure the alleged default because such cure is beyond the control of the Contractor, the Contractor shall provide written notice of the conditions beyond its control and the necessary actions required to correct those conditions. In such case the Authority may offset from payments then or thereafter due the Contractor the reasonable cost of

correcting such deficiencies, including Authority's expenses and compensation for its consultants' additional services made necessary by such default, neglect or failure (the "Cost to Cure"). If payments then or thereafter due the Contractor are less than the Cost to Cure, the Contractor shall pay the difference to the Authority.

Section 3.04. Termination. Either party may terminate this Agreement with cause after giving the other party ninety (90) days written notice of the alleged default and that default is not cured within the 90-day period. Contractor shall not be entitled to any payment or further payment other than for work performed or material, equipment, or supplies furnished prior to such termination. The Authority does not waive any other remedy allowed under Texas law.

(a) Upon such termination, the Authority shall compensate the Contractor for the Scope of Work provided under this Agreement prior to its termination and which has not been previously invoiced to the Authority. The Contractor's final invoice for said Scope of Work will be presented to and paid by the Authority in the same manner set forth in Section 2.01, above, provided, however, the Authority may offset from that payment any damages incurred, by providing cost backup to Contractor to verify all incurred damages, or reasonably anticipated to be incurred as a result of the Contractor's default.

(b) The Authority's rights and options to terminate this Agreement, as provided in any provision of this Agreement shall be in addition to, and not in lieu of, any and all rights, actions and privileges otherwise available under law or equity to the Authority by virtue of this Agreement or otherwise. Failure of the Authority to exercise any of its said rights, actions, options or privileges to terminate this Agreement as provided in any provision of this Agreement shall not be deemed a waiver of any rights, actions or privileges otherwise available under the law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by common law or statute.

(c) Copies of all completed and partially completed documents prepared under this Agreement shall be delivered to the Authority within 30 days, when and if this Agreement is terminated.

Article IV: Design, Installation, Acceptance, and Testing

Section 4.01. Design. Any payment application, drawing, report, manual, or other data submitted to the Authority's Manager for review shall be approved or disapproved within fourteen (14) calendar days of receipt. If the item is disapproved, then the Authority's Manager will provide detailed comments that define the nature and extent of the deficiency and the type of remedial action expected. If the Authority's Manager does not approve or disapprove within fourteen (14) calendar days, or if the

Authority's Manager's comments are not received within the fourteen (14) day period, then the Delivery Schedule will be extended commensurately.

This Agreement provides for submission of one (1) draft for comments, and one (1) final submittal of the documents and manuals. If the Authority's Manager requires additional submittals, equitable adjustments to the schedule and/or price will be handled through change orders to this Agreement.

Section 4.02. Change Orders and Approval of Minor Changes.

(a) The Authority may, at any time by written notice and without notice to sureties or assignees, make minor changes within the Scope of Work, including in any one or more of the following: (i) drawings, designs, or specifications; (ii) method of shipping or packing; (iii) place of inspection, acceptance, or point of delivery; (iv) Delivery Schedule, (v) or other changes as may be agreed to by both parties in writing.

Should any such change increase or decrease the cost and/or the time required for performance of this Agreement, the Contractor must notify the Authority within five (5) days of receiving notice of the change from the Authority. Upon receipt of such notice from the Contractor, the Authority will negotiate an equitable adjustment in the price, delivery schedule or both. The request for adjustment should include charges for redundant material, work in process and any other costs involved.

Any claim for cost associated with a change in the Scope of Work or Delivery Schedule of the work shall be negotiated between Contractor and the Authority. Adjustments to price shall be computed by agreement of a fixed price. The Authority may request that Contractor submit a written proposal indicating the price at which Contractor would be willing to perform certain changes in the work as described by the Authority. Upon receipt of such a request, Contractor shall prepare and submit such proposal promptly, but no later than thirty (30) business days. If Contractor and the Authority agree in writing as to the price to be paid to Contractor for the work changes, this Agreement shall be deemed amended in accordance therewith.

(b) The Contractor may, at any time by written notice to the Authority's Manager, request a change order to the Scope of Work. Upon receipt of such notice from the Contractor, the Authority will consider an equitable adjustment in the price, Delivery Schedule or both. The request for adjustment should include charges for redundant material, work in process and any other costs involved. If Contractor and the Authority agree in writing as to the price to be paid to Contractor for the work changes, this Agreement shall be deemed amended in accordance therewith.

Section 4.03. Acceptance and Transfer of Ownership

(a) Notice of Completion of Individual Segments. Upon completion of the Scope of Work for each Segment, with the exception of the final Segment to be

completed (the "Final Segment"), Contractor shall give the Manager written notice that the Scope of Work for that Segment has been fully and finally completed and must certify that the Scope of Work is complete and was built in conformance with the Agreement Documents.

(b) Notice of Completion of the Final Segment. Upon completion of the Scope of Work for the Final Segment, such that all Segments are complete, Contractor shall give the Manager written notice that the Scope of Work for all Segments has been fully and finally completed and must certify that the Scope of Work is complete and was built in conformance with the Agreement Documents. Such written notice must be accompanied by all documentation called for in the Agreement Documents, including the consent of surety to final payment. Contractor shall also furnish like certifications from any subcontractors who performed the Scope of Work on the Toll Collection System. Subcontractor certifications shall be limited to that Scope of Work actually performed by the subcontractor.

(c) Final Acceptance and Payment. Upon receiving notice of completion of each segment, and if the Manager finds that the Scope of Work has been completed in accordance with the Agreement Documents, the Authority will accept the equipment for each segment in writing. For the Final Segment, the Contractor shall prepare a final statement of the value of all Scope of Work performed and materials furnished under the terms of the Agreement Documents and shall submit the final statement to Manager for the Authority's approval. Upon receipt from the Contractor of the approved final statement and all other documents required by the Contract Documents for final payment, the Manager shall issue to the Authority a certificate of completion and Contractor-approved final statement of the value of the Scope of Work performed. The Authority shall thereafter accept the Segments (the "Final Acceptance Date") and shall pay to the Contractor on or before the 46th day after the date of the certificate of completion the balance due Contractor under the terms of this Agreement, provided he has fully performed his contractual obligations under the terms of this Agreement.

(d) Transfer of Title Risk of Loss. As of the Final Acceptance Date of each segment, ownership and title to, including risk of loss of the Toll Equipment shall transfer to the Authority and it shall be automatically deemed and considered that Contractor has conveyed and transferred the Toll Equipment, including all other rights and interests associated with the Toll Equipment, without the need for any further action or execution of any document; provided, however, if requested by the Authority, Contractor shall execute any documents reasonably requested by the Authority to evidence same. Prior to such acceptance, risk of loss of the Toll Equipment will remain with the Contractor.

Article V: Software and Proprietary Information

Section 5.01. Software Licensing. All Contractor owned and developed software will be provided in accordance with Contractor's Standard License Agreement, attached as **Exhibit C**. To the extent escrow of Contractor owned or developed software source code is required, Integrator's Standard Escrow Agreement shall apply. Contractor shall retain title and rights for any developed or customized software under this Agreement. The Authority shall have licensed rights to utilize all or any portion of the developed or customized software on a non-exclusive, royalty-free basis for its own internal business purposes, including the use of such software pursuant to any agreement between the Authority and any other agency or political subdivision of the state. Any purchased Commercial Off The Shelf (COTS) or third party software provided under this Agreement shall be in the name of the Authority, so that the Authority may be made the licensee of such software subject to the standard terms and conditions of the COTS or third party license agreements. Commercial Off The Shelf (COTS) or third party software source code is excluded from escrow requirements.

Section 5.02. Proprietary Information. The Parties shall retain exclusive ownership of any of their Proprietary Information, and any designs, discoveries, inventions, patents, patentable ideas, and other intellectual property rights that are developed. Contractor shall license back rights to the Authority for the Authority's internal business purposes, including the use of such software pursuant to any agreement between the Authority and any other agency or political subdivision of the state, on a non-exclusive, royalty free basis.

All drawings, technical manuals, software, and other technical data provided by the Contractor pursuant to this Agreement is the proprietary information of the Contractor provided it is clearly labeled as such and shall not be resold or used or disclosed for any purpose other than in connection with the use of the goods and services provided hereunder. If a Party discloses such proprietary information to a third party for a use authorized under this Agreement, prior to such disclosure, the Party shall require such third party to execute a confidentiality agreement in a form acceptable to Integrator. The Parties acknowledge that any unauthorized use or disclosure of such proprietary information may cause irreparable harm. If the Parties violate the provisions of this paragraph, the injured Party will be entitled to obtain equitable relief to protect its interests herein, including, but not limited to, injunctive relief, as well as monetary damages. Contractor acknowledges and agrees that the Authority is subject to the Texas Public Information Act ("TPIA") and may be required to disclose proprietary information pursuant thereto. Contractor is required to clearly label all documents considered "proprietary," as defined in the TPIA. Prior to the release of any such proprietary information in response to a TPIA request, the Authority shall provide written notification as required by the TPIA to the Contractor in order to provide the Contractor an opportunity to assert its rights to the Attorney General under the TPIA to prevent the release of such information.

Article VI: General Conditions

Section 6.01. Contractor's Duties. Contractor covenants with the Authority to furnish its best skill and judgment in performing the Scope of Work for the Authority. Contractor agrees to furnish efficient business administration and superintendence and to use its best reasonable efforts to furnish at all times an adequate supply of workmen, materials, and equipment, and to perform the Scope of Work in the most expeditious and economical manner. Contractor agrees to exercise reasonable diligence in performing the Scope of Work, using the degree of care and skill that a prudent person in the same or similar profession would use. Contractor agrees to comply with the Proposal submitted to perform these services.

Section 6.02. Relationship of Authority and Contractor. Contractor has been retained by the Authority for the sole purpose and to the extent set forth in this Agreement. It is understood and agreed that all work so done by Contractor shall meet with Authority approval, but that the detailed manner and method of performing the Services shall be under the control of Contractor. Contractor's relationship to the Authority during the term of this Agreement is that of an independent contractor. The relationship between the Authority and Contractor is not exclusive.

Section 6.03. Performance and Payment Bond. Contractor shall furnish a performance and payment bond in an amount equal to the Maximum Compensation as security for the faithful performance and payment of all of Contractor's obligations under this Agreement. These bonds shall remain in effect until completion of the Final Acceptance Date of the System Installation/Integration Phase. Upon Final Acceptance, the performance and payment bonds will be returned to the Contractor. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act. Sureties must have a minimum Best's Key Rating of "B+". The person executing the bonds must be authorized by the surety company to execute the bonds on behalf of the company in the amount of the Maximum Compensation and such authorization must be recorded in the files of the Texas Department of Insurance. The Agreement shall not be in effect until such bond has been provided by the Contractor and accepted by the Authority.

Section 6.04. Insurance and Indemnification. Before commencing any work hereunder, Contractor shall furnish certificates of its insurance and copies of any required endorsements to the Authority evidencing the following insurance coverage, which coverage shall be maintained throughout the term of this Agreement. Copies of each policy shall be furnished to the Authority upon the Authority's request. Contractor shall not violate or knowingly permit to be violated any condition of the insurance policies required by this Agreement. Nothing contained in this Section shall limit or waive Contractor's legal or contractual responsibilities to the Authority or others. Cancellation or expiration of any of said insurance policies shall not preclude the Authority from recovery thereunder for any liability arising under this Agreement.

Contractor shall obtain insurance from companies having a Best's rating of B+/VII or better and licensed to transact business in the State of Texas and that meet the requirements as shown in **Exhibit D**.

AS PART OF THE CONSIDERATION FOR THIS AGREEMENT, THE CONTRACTOR, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, DIRECTORS, REPRESENTATIVES, AND AGENTS, FROM LOSS, DAMAGE, INJURY, COST, EXPENSE, CLAIM, JUDGMENT, OR LIABILITY, INCURRED IN CONNECTION THEREWITH, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, BROUGHT BY ANY OF CONTRACTOR'S EMPLOYEES OR REPRESENTATIVES, OR BY ANY OTHER THIRD PARTY, BASED UPON, IN CONNECTION WITH, RESULTING FROM OR ARISING OUT OF CONTRACTOR'S WILLFUL, INTENTIONAL, RECKLESS, OR NEGLIGENT (WHETHER ACTIVE, PASSIVE, OR GROSS) ACTS OR OMISSIONS RELATED TO OR ARISING FROM THIS AGREEMENT. THIS INDEMNITY AND HOLD HARMLESS PROVISION WILL APPLY WHETHER SUCH ACTS OR OMISSIONS ARE CONDUCTED BY THE CONTRACTOR OR ANY SUBCONTRACTOR OR AGENT OF THE CONTRACTOR.

Section 6.05. Agreement Controls. To the extent that there is any inconsistency between the provisions of this Agreement and any attachments or exhibits hereto, the terms of this Agreement shall control.

Section 6.06. Agreement Documents. This Agreement includes **Exhibits A, A-1, A-2, B, C, and D**, the Proposal, and all amendments thereto, all of which are incorporated herein by reference and are made a part hereof (together such documents, are referred to herein as the "Agreement Documents"). Any changes and/or additions made to the Agreement Documents as a result of negotiations with the Authority shall be included as part of this Agreement and attached hereto as an Exhibit. In the event of a conflict within the Agreement Documents, the order of prevailing precedence shall be as follows:

1. The Agreement, as amended;
2. Exhibits to the Agreement, Change Orders and amendments and all exhibits and attachments thereto;
3. Contractor proposal dated July 12, 2012;
4. Scope of Services described in the Request for Qualifications (RFQ) dated May 29, 2012;

Notwithstanding the order of precedence set forth above, in the event of a conflict within documents of the same priority (for instance, between **Exhibits A and B**), the Authority's Manager shall have the right, in its sole discretion, to determine which provision applies. If Contractor disagrees with the Authority's Manager's determination, the Contractor will provide the Authority's Manager with written notice of its protest, proceed with the steps necessary to comply with that determination under protest, and preserve any rights to seek additional compensation.

Section 6.07. Compliance with Regulatory Requirements. Contractor must comply with all applicable federal, state, county, and city rules, regulations and laws, and any codes which may apply to the Scope of Work being provided. Contractor will obtain all permits and licenses required to perform the Scope of Work and will be responsible for securing inspections and approvals of its work from any authority having jurisdiction over Contractor's Scope of Work.

Section 6.08. Inspection and Audits. The Authority and its duly authorized representatives shall have the right to inspect and audit, at its expense, the Scope of Work being performed hereunder at any time. Contractor shall maintain usual and customary books and records for the type and scope of operations of business in which it is engaged, in connection with any and all Scope of Work performed hereunder and to maintain such books, payrolls, and records for at least four years after the Term of this Agreement expires (i.e., four years after Warranty Period). The Authority and its duly authorized representatives shall have the right to audit such books, payrolls, and records related to the Scope of Work at any reasonable time or times. Notwithstanding the foregoing and any other provision, any audit and examination of books, payrolls, and records shall not be for the purpose of downward adjustment of fixed price or lump sum or unit price items, nor adjustment to rate structure or indirect rates, and are for the purpose of verifying performance, and inadvertent payments, if any, nor shall Contractor's cost information for such work be required to be reported. Contractor's confidential or proprietary information generated or developed incidental to contract management and administration are not deemed deliverables or work for hire under this Agreement, and subject to disclosure restrictions under Section 5.02.

Section 6.09. Warranty and Warranty Period. The Contractor expressly warrants that (1) the design and manufacture of the Toll Equipment and software, and (2) the Toll Collection System, will perform to the specifications described in Exhibit A, the Scope of Work for one year from the Final Acceptance Date of the System Installation/Integration Phase, with the exception of the Riverpark segment, which commences upon Site Acceptance Testing acceptance for a one-year period (the "Warranty Period"). Contractor shall transfer all manufacturers' warranties to the Authority.

Section 6.10. Disclaimer of Implied Warranties. The express warranties, if any, contained in this Agreement are the sole and exclusive warranties provided by the

Contractor. The Contractor specifically disclaims any other warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose beyond the specifications cited in Section 6.09, as well as any warranties alleged to have arisen from custom, usage, or past dealings between the parties.

Article VII: Miscellaneous

Section 7.01. Assignability. Contractor shall not assign its rights or obligations or any sum that may accrue to it hereunder without the written consent of the Authority, which shall be granted or denied in the Authority's sole discretion. The Authority may, at its sole option, assign all or a portion of its rights and obligations under this Agreement to Fort Bend County or to any entity chosen by Authority to construct any segment of the Fort Bend Grand Parkway.

Section 7.02. Modifications. This Agreement shall be subject to amendment, change or modification only with the prior mutual written consent of the Authority and Contractor.

Section 7.03. Force Majeure. In the event either party to this Agreement is rendered unable, wholly or in part, by force majeure including an act of God; strikes; lockouts, or other industrial disturbances; acts of the public enemy; orders of any kind of government of the United States or the State of Texas or any civil or military authority (other than a party to this Agreement); insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; droughts; arrests; civil disturbances; explosions; or other inability similar to those enumerated including those by third parties that neither the contractor or the authority has control over; to carry out its obligations under this Agreement, it is agreed that party shall give written notice of such act to the other party as soon as possible after the occurrence of the cause relied on and shall, thereafter, be relieved of its obligations, so far as they are affected by such act, during the continuance of any inability so caused, but for no longer.

Section 7.04. Agreement Subject to Applicable Law. This Agreement and the obligations of the parties hereunder are subject to all rules, regulations and laws which may be applicable by the United States, the State of Texas or any other regulatory agency having jurisdiction.

Section 7.05. Governing Law. This Agreement is governed in accordance with the laws of the State of Texas and venue shall be in Fort Bend County.

Section 7.06. Waiver. No waiver or waivers of any breach or default by a party hereto of any term, covenant or condition or liability hereunder of performance by the other party of any duty or obligation hereunder will be deemed a waiver thereof in the

future, nor will any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character or description, under any circumstances.

Section 7.07. Intended Beneficiaries. This Agreement is for the sole and exclusive benefit of the Authority, including Fort Bend County, and Contractor and will not be construed to confer any benefit upon any other party. Further, it is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party Beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage or other cause of action pursuant to the terms or provisions of this Agreement.

Section 7.08. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance is ever held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances will not be affected hereby.

Section 7.09. Survival. Sections 6.03, 6.04, 6.09, and 7.13 shall survive the termination of this Agreement.

Section 7.10. Section Headings. Section Headings are included for section identification purposes only and are not to be considered Agreement terms.

Section 7.11. Notice Provisions. Notices under this Agreement and the Agreement Documents shall be in writing and (a) delivered personally, (b) sent by certified mail, return receipt requested, (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, or (d) sent by facsimile communication followed by a hard copy and with receipt confirmed by telephone, to those individuals designated by Contractor and the Authority from time to time in writing:

To Authority: Mr. Rich Muller
Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, TX 77027

In addition, copies of all notices to proceed and suspension, termination and default notices forwarded by either Party shall be delivered to the following Persons:

To TransCore: Mr. Whitt Hall
Vice President
4903 West Sam Houston Pkwy North, Suite A-300
Houston TX, 77041

Section 7.12. Disputes. Any controversy, claim or dispute arising out of, or related to this Agreement or any breach thereof may be settled amicably by the parties through good faith negotiations to reach a mutually agreeable resolution of such Dispute within a reasonable period of time. If the good faith negotiations do not result in an acceptable settlement of the controversy, claim or dispute, then the matter may be resolved in a court of competent jurisdiction in the State of State of Texas.

Section 7.13. Limitation of Liability. The Contractor's total liability to the Authority for any and all liabilities arising out of or related to this contract, from any cause or causes, and regardless of the legal theory, including breach of contract, penalties, loss of revenue, loss of transaction data, warranty, negligence, strict liability, statutory liability, or any indemnification obligation, shall be limited to the Contractor's insurance coverage requirements set forth in Section 6.04. This limitation of liability shall only be valid if the Contractor has provided insurance coverage that is binding and enforceable by the Contractor or the Authority of the kind and type required by Section 6.04.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date set forth on the first page hereof.

FORT BEND GRAND PARKWAY TOLL
ROAD AUTHORITY

By: 

James D. Condrey, Chairman

Contractor:

TransCore, LP

By: 

Name: Whitt Hall

Title: Vice President, Managing Director

Exhibits:

A - Scope of Work

A-1 - Responsibility Matrix

A-2 - Performance Matrix

B - Schedule

C - Software License

D - Insurance Requirements

Exhibit A
Scope of Work

Scope of Work and Compensation for Design, Installation and Testing

Project Description

The Project shall include the development, design, procurement, implementation, system testing and one year warranty of a toll collection system meeting the specifics described herein in seven project segments. FBGPTRA shall order each Tolling Segment from the System Integrator (Integrator) under the contract, and shall have the right to order more than one Tolling Segment concurrently. Integrator shall manage, plan, execute, and control all aspects of the Project. Integrator shall coordinate and report to FBGPTRA or its duly authorized representative all activities and shall document and report all Work in accordance with the contract.

The system installation process is independent of the roadway construction itself. This will be a single contract with phased notices to proceed (NTP) for toll system installation as construction at the individual tolling segments is completed.

Payments for the development of the toll system will be made to the integrator in the following categories:

Compensation

<u>Mobilization, Program Management & Design Services</u>	\$1,395,470.43
Mobilization, Insurance, and Performance Bond	\$275,000.00
a. Invoice 100% at NTP	
Project Management	\$303,384.60
a. Invoice \$20,225.64 monthly for 15 months	
Toll System Design	\$224,644.21
a. Invoice 50% upon acceptance of draft DDD	\$112,322.11
b. Invoice 50% upon acceptance of final DDD	\$112,322.10
Factory Acceptance Test	\$218,044.62
a. Invoice 100% upon completion of FAT	
System Design (Plans & Drawings)	\$192,999.66
a. Invoice upon delivery of drawings per segment for conduit and equipment installation	

i. Riverpark Tolling Segment	\$27,571.38
ii. New Territory Tolling Segment	\$27,571.38
iii. US 90 Tolling Segment	\$27,571.38
iv. W. Airport Tolling Segment	\$27,571.38
v. W. Belfort Tolling Segment	\$27,571.38
vi. Bellaire Tolling Segment	\$27,571.38
vii. Westpark Tolling Segment	\$27,571.38
Project Documentation	\$160,601.84
a. Invoice 20% upon delivery of PMP	\$32,120.37
b. Invoice 20% upon delivery of QMP	\$32,120.37
c. Invoice 20% upon delivery of CPM	\$32,120.37
d. Invoice 40% upon delivery of Master Test Plan	\$64,240.73
System Design (Typical Drawings)	\$20,795.50
a. Invoice 100% upon delivery/ review completion of typical drawings	
<u>System Installation</u>	\$3,604,407.77
Host Server Installation	\$58,720.82
a. Invoice 100% upon Host server installation	
OCR Subsystem Installation	\$50,000.00
a. Invoice 100% upon OCR subsystem installation	
Riverpark Tolling Segment	\$499,383.85
a. Invoice 85% upon system site acceptance test	\$424,476.27
b. Invoice 10% upon completion of commissioning test	\$49,938.39
c. Invoice 5% upon completion of operations test	\$24,969.19
New Territory Tolling Segment	\$499,383.85
a. Invoice 85% upon system site acceptance test	\$424,476.27
b. Invoice 10% upon completion of commissioning test	\$49,938.39
c. Invoice 5% upon completion of operations test	\$24,969.19
US 90 Tolling Segment	\$499,383.85
a. Invoice 85% upon system site acceptance test	\$424,476.27

b.	Invoice 10% upon completion of commissioning test	\$49,938.39
c.	Invoice 5% upon completion of operations test	\$24,969.19
W. Airport Tolling Segment		\$499,383.85
a.	Invoice 85% upon system site acceptance test	\$424,476.27
b.	Invoice 10% upon completion of commissioning test	\$49,938.39
c.	Invoice 5% upon completion of operations test	\$24,969.19
W. Belfort Tolling Segment		\$499,383.85
a.	Invoice 85% upon system site acceptance test	\$424,476.27
b.	Invoice 10% upon completion of commissioning test	\$49,938.39
c.	Invoice 5% upon completion of operations test	\$24,969.19
Bellaire Tolling Segment		\$499,383.85
a.	Invoice 85% upon system site acceptance test	\$424,476.27
b.	Invoice 10% upon completion of commissioning test	\$49,938.39
c.	Invoice 5% upon completion of operations test	\$24,969.19
Westpark Tolling Segment		\$499,383.85
a.	Invoice 85% upon system site acceptance test	\$424,476.27
b.	Invoice 10% upon completion of commissioning test	\$49,938.39
c.	Invoice 5% upon completion of operations test	\$24,969.19
Total Compensation		\$4,999,878.20

The following documents/requirements shall be submitted within 30 days following the issuance of the notice to proceed. Each shall be reviewed and updated by the Integrator every 30 days following the issuance of the notice to proceed.

- a. Prepare and deliver the draft Project Management Plan (PMP). Integrator's management approach shall be described within the Project Management Plan and provide all components of an effective and efficient management system.
- b. Develop a detailed Critical Path Method (CPM) schedule for the development and testing of the System that compliments the Authority's construction schedule for each Segment. Upon issuance of any Project Segments the Integrator shall revise and update the schedule to include the entire scope of Work.

- c. Participate in meetings and presentations with FBGPTRA, consultants, and others as requested. The Integrator's attendance at such meetings and presentations may require travel at the Integrator's expense.
- d. Integrator shall also be responsible for coordinating its activities with FBGPTRA, the Design Engineer, and other entities that are directly or indirectly impacted by the Work. Integrator shall be responsible for documenting and reporting all Work in accordance with the requirements of the contract.

Within 10 days of receipt of the Project Management Plan, the Integrator will conduct a Project Initiation Conference. The purpose of the conference shall include, but not be limited to:

- a. Introduce key personnel of the Integrator.
- b. Review the overall design of the Project as based on the Integrator's proposal and project requirements.
- c. Review key aspects of the Project Management Plan, the quality management plan, and the initial program schedule.
- d. Review the preliminary requirements trace matrix and discuss any exceptions.
- e. Discuss early project coordination.

The Integrator shall cooperatively develop an agenda for the Project Initiation Conference. The Integrator shall develop and deliver a presentation and any documentation to support the review of the proposal and aspects of the work to be performed by the Integrator.

System Requirements. Integrator shall design the toll collection system and shall meet the following standard specifications:

- a. All travel lanes shall be instrumented for the capabilities to read ATA and SEGO transponders deployed by the interoperable members of the TeamTX Statewide Interoperability Committee (TeamTX is the transportation and expressway authority membership of Texas) to classify vehicles and to capture video images. The system shall correctly detect, classify, and associate vehicles passing through the tolling segment either on, or between the traffic lanes or on or between the shoulder and shall correctly associate the vehicle with the correct classification as either a TeamTX Open Road Tolling (ORT) transaction or image transaction.

- b. The system shall correctly read the transponder regardless of the vehicles position within the instrumented travel lanes and shoulders of the tolling segment and produce a toll transaction for vehicles that pass through the tolling segment.
- c. The system shall capture images of the front and rear license plates and associate the vehicle and vehicle class regardless of the vehicles position within the instrumented travel lanes and shoulders of the travel segment for all vehicles regardless of whether a valid transponder read has occurred.
- d. Supplemental lighting for the license plate image capture shall not distract motorists driving in either direction, nor shall it cause light pollution at tolling segments that are in proximity to neighborhoods.
- e. For every vehicle the system shall record the measured classification for the vehicle.
- f. Tolling segment components shall be configured to utilize a Tag status file of 50 Million transponders. Each controller shall be able to determine the tag status for a transponder account status database of 50 Million tags.
- g. The system shall communicate with the toll system host to receive tag status, fare schedules, flagrant violation alert lists, etc., in the format required by either FBGPTRA or the Interoperable HUB. The system shall communicate with the toll system host to send all transaction data for both ORT and image transactions in the format required by either FBGPTRA or the TeamTX Interoperability Business Rules.
- h. The toll system host will be located at a site designated by the Integrator within the Harris or Fort Bend Counties and shall be capable of processing the data compiled by the toll system in the travel lanes, processing the data to and from the interoperable HUB (meeting the Interoperable Business Rules and ICD requirements), and providing the system's standard reports and the reports required by FBGPTRA.
- i. The system host shall communicate with the TeamTX Statewide Interoperable HUB to exchange transaction data between agencies, for the collection of revenue, and for revenue reconciliation in the format required by either FBGPTRA or Interoperability Business Rules. The system shall maintain a minimum communication speed of 1gbps, or as established by FBGPTRA.
- j. The system shall be capable of operating for a minimum of 30 days without connection to the TMS Host, and shall store all transactions and

image data in the tolling segment computer system for transfer when communication is reestablished.

- k. The system shall be powered with a battery backup UPS system that provides sufficient backup power. The UPS shall provide a minimum of 15 minutes of operations after loss of utility power.
- l. The system shall be redundant so that no single point of failure can result in the complete loss of toll collection or enforcement in any lane (failures due to severed cables are excluded from this requirement). The system elements that need particular design attention are the AVC subsystem and tolling zone controller.
- m. The system shall self-monitor all components and report all anomalies in real time via MOMS to be housed at the Integrator's location.
- n. The system shall support the use of the Interoperable Committee's approved reader and transponder technology.
- o. MOMS alert messages shall be transmitted to the toll system host and to the server located at an office identified by FBGPTRA.
- p. The Integrator shall respond automatically to MOMS alerts to satisfy agreed upon system response times as defined in the RFQ.
- q. The Integrator will assist FBGPTRA in acquiring any needed FCC licenses for the operation of the ETC equipment at the tolling segments including the preparation of applications for the Authorities' signature. FBGPTRA will pay the FCC fees if required for filing the applications.
- r. The system shall not separate a single vehicle or a vehicle towing a trailer or trailers into multiple vehicle transactions. The system shall accurately classify vehicles by axle under all weather and ambient light conditions during periods of peak and off-peak travel times in compliance with the performance requirements included in this RFQ.
- s. The system shall store all transactions for a period of one year and all violation transactions for a period of two years.
- t. The image capture system shall be designed as needed to ensure the capture of one or more readable license plate images. The images shall be color images that provide a Region of Interest that includes the vehicle license plate with enough of the vehicle shown so the Authority can establish a fingerprint of the vehicle without showing the occupants of the vehicle. The system shall be capable of processing the images by OCR.

The system shall be designed to minimize the need for human image review with the OCR confidence rate established in compliance with the performance requirements of this RFQ.

- u. The fields of view of adjacent cameras shall overlap sufficiently so as to prevent image loss for vehicle plates that pass midway between the centers of view of the cameras.
- v. The OCR image processor shall produce both the plate number and jurisdiction of issue for all types of license plates including motorcycle plates. The Integrator can locate a single or multiple OCR processors, in the tolling segment or at the TMS host location in the configuration necessary to meet the OCR performance measures of this RFQ. The number of cameras provided, camera orientation, and resolution shall be sufficient to support the image capture and OCR requirements and support redundancy for camera failure.

Flagrant Violation Alert: FBGPTRA will provide a flagrant violator list. The system shall obtain the OCR result of vehicles passing through the tolling segment in real time. If a match is obtained, the system will communicate with a predetermined law enforcement device alerting them of the vehicles location and direction and providing a Region of Interest that includes the vehicle license plate with enough of the vehicle shown so the Authority can establish a fingerprint of the vehicle without showing the occupants of the vehicle. The flagrant violators list will be downloaded to the tolling segment system from the host. The proposer shall specify the maximum number of license plates and jurisdictions the proposed system will reasonably accommodate.

Hardware Requirements. Integrator shall provide all Hardware, Equipment and Software required for the Toll Collection System. The System design shall ensure a ten year minimum service life. Equipment shall be designed, fabricated, and tested to ensure that it operates satisfactorily without material degradation for a minimum of ten years. Expendable and consumable materials and supplies will not be included in this requirement. All equipment, supplies, and materials for this system shall be new and unused, when installed.

Replaceable and repairable modules shall be used whenever possible to simplify troubleshooting, reduce downtime, and reduce operational and maintenance costs. Components shall be designed to ensure in-lane calibration and operational verification is minimized.

All Tolling Segments shall be designed, installed, connected, and documented in a uniform manner. Uniform components shall be designed and configured for all Tolling Segments. Each Tolling Zone Controller and other system components shall be

configured identically, with the same boards in the same slots, the same hardware and software, the same data storage, and the same connectivity.

All major assemblies (subassemblies, modules, and parts performing identical functions) shall be electrically and mechanically interchangeable.

All assemblies, subassemblies, and modules shall be readily accessible for removal, testing, or replacement without extensive removal of other modules or assemblies. Components shall be located so that there is visibility and access for the use of hand tools and standard test probes where maintenance is required.

Housings and Cabinets. The material and finish for new housings and cabinets shall be environmentally resistant to outdoor highway environments with wide temperature fluctuations. A minimum of ten years' of service without additional painting or repairs is required. All cabinets and housings shall be fitted with required gaskets, grommets, and filters to prevent dust, dirt, smoke, moisture, or other contaminants from entering the enclosures in accordance with the application in which the equipment is employed.

Wires and Cables. All electrical wires and cables shall be installed point to point with no interruptions. All cables shall be labeled on each end. There shall be no exposed wires or cables. All electrical wires shall be properly insulated and protected to prevent wear and abrasion.

All Work performed under this contract shall be in conformity with the current requirements of the following:

- a. National Electrical Contractors Association (NECA)
- b. Occupational Safety and Health Act (OSHA)
- c. National Fire Protection Association (NFPA)
- d. National Electric Code (NEC)
- e. National Electrical Manufacturers Association (NEMA)
- f. Institute of Electrical and Electronic Engineers (IEEE)
- g. Applicable Electronic Industries Association (EIA)
- h. Standards for Interface and Intercommunication Underwriters Laboratories (UL)

Tolling Business Requirements.

- a. The Integrator shall comply with all interoperability requirements and business rules established by the TeamTX Statewide Interoperability Committee including, but not limited to, the Interoperability Business Rules (Link Address Shown In Addenda Section), ICD's (Link Address Shown In Addenda Section), and amendments issued during the term of the contract. For the purpose of interoperability, the FBGPTRA will act as a Visited Authority. FBGPTRA will coordinate membership within Team TX and provide any membership payments required for access to the Interoperability data for the life of the Agreement.
- b. The system shall provide reports for the reconciliation of revenue from Interoperable Authorities for use in comparing the systems reported transactions and revenue with the Statewide Interoperable Network Reports received. At a minimum the reconciliation report will provide:
 - i. Transaction number
 - ii. Tolling point (location)
 - iii. Transponder number or license plate
 - iv. Date and time (hour, minute, second)
 - v. Disposition status/explanation
- c. The system will automatically receive the Tag Validation Lists from the TeamTX Interoperability HUB and updates exchanged by the Interoperable Authorities as they occur during the day. The Tag Validation List will contain as a minimum the Home Authority identifier, transponder identification number, license plate number, and transponder status for each Home Authority. The Tag Validation List shall be in use within the time specified in the Interoperability Committee's Interface Control Documents (ICD's). The system shall maintain a history of the Tag Validation Lists as required in the ICD. Each Tag Validation List shall include the ability to include a second license plate with each transponder. Violation
- d. Transactions shall be processed to the HUB and validated in accordance with the business rules and ICD's.

Tag Validation List Data Record Format

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 (2)	Y	See Appendix D for list of vehicle classes	Classification of the vehicle assigned the transponder
LPCheckReq	Char(1)	Y	Y or N	Whether a LP image validation is required
Separator	Char (1)	Y		"\n" Newline Character

Violation Process. The system shall generate a violation status file and transmit it to FBGPTRA violation processing center. The TMS Host – to – VPC (Violation Processing Center) consists of the following file transfer:

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

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 for processing.

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 Note: 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). Note: This field is right-justified and must be zero padded.
File_Size	Numeric (12)	Y	000000000000-999999999999	The size of the file in bytes. Note: 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.
Total_revenue_amount	Char (9)	Y	0.00 – 999999.99	The total amount due based on the transactions sent within this file. Note: This field is right-justified and must be zero padded.
Separator	Char (1)	Y		"\n" Newline Character

Vehicle Classification

The system shall be capable of implementing axle based rate tables with rates established for 2, 3, 4, 5, and 6 axle vehicles.

Toll Rate Calculation

The system will use the rate tables to establish the transaction toll amount. The system shall be capable of calculating toll amounts using a standard per axle toll rate, a time of day toll rate, and a trip toll rate.

Plaza Identification

The system will create a plaza identification list that identifies the lane, location (Plaza name, NB, SB), and id number.

Reports

The Integrator will provide their standard reports plus an additional ten reports to be defined by FBGPTRA during the life of the contract. These reports will consist of any report information required to manage:

- System Maintenance
- Integrator Performance Reporting
- Transaction Processing (including classification and revenue by lane, plaza, or toll road)
- Transaction code offs
- Violation Processing
- Segment System Installation

System Installation

Tolling Segment Installation. The system installation process is independent of the roadway construction itself. This will be a single contract with phased notices to proceed (NTP) for toll system installation as construction at the individual tolling locations is completed. Within 21 days of receiving a NTP for a specific Project Segment installation, the Integrator will provide the Authority with a detail System Installation Plan for each location. The System Installation Plan will include subsystem and component installation sequencing, the system Commissioning process, a detailed schedule, and costs. During installation and field-testing, the Integrator will have a full time installation manager on site to coordinate with the Authority and Integrator personnel. Ten days prior to system commissioning, the Integrator will submit a Supplemental Installation Plan addressing the procedures for system commissioning. This supplement will address the methodology and process for going live with the new system at the segment location.

The Integrator will be responsible for the following items:

- Integrator will pull power from the meter and provide conduit on the tolling segment gantry.
- Integrator will provide typical site installation drawings (including wiring and communications) to the Authority within 60 days of NTP.

- Integrator will provide cabinets, pull wire, and any other equipment required for the system (include power, cables, wiring, heating/HVAC, ventilation).
- Integrator will provide as-built drawings, in an electronic format, within 30 days of each segment acceptance by the Authority. As-built drawings will illustrate any changes to the original plans.
- Integrator will obtain all required FCC licenses in the name of FBGPTRA.
- All tolling segment components are required to run independently of each other recording toll transactions as required under the functional requirements of this RFQ.

Responsibility Matrix

All work shall be performed in accordance with the attached Responsibility Matrix (Exhibit A-1- Responsibility Matrix)

Utilities

Integrator shall be responsible for the supply and installation of all cabling, and equipment, as necessary, to take power and communications from the utility access point(s) to the individual equipment items installed at the Tolling Segment. FBGPTRA shall maintain responsibility for the billing and payment of all utilities on a Project Segment basis.

Communications

Internet communications will be supplied at each tolling location by FBGPTRA. Integrator shall be responsible for connecting to the communications access point and for supply and installation of communication cables and equipment to bring communication to the Tolling Segment, as well as for providing and installing communication cables and equipment within the Tolling Segment. This work includes all cables, and equipment. All other communications access required for Integrator's proposed system should be the responsibility of the Integrator. FBGPTRA shall maintain responsibility for the billing and payment of all recurring communications costs to the Tolling Segments and Host location during the course of the Agreement.

Toll Gantries

The Roadway Contractor will construct Gantries. The Integrator is required to provide the location requirements for positioning the gantries, pads, and access points as part of the System Installation Plan required above within 30 days of NTP.

Roadside Cabinets

The Integrator shall coordinate with FBGPTRA to develop a design for roadside electronics housings. Tolling Zone Controllers and other roadside electronics shall be housed in dust-tight and watertight enclosures. The housing shall be a secure, and if necessary a heated and air-conditioned enclosure. The use of a roadside cabinet for individual locations will be determined through mutual agreement between the Integrator and FBGPTRA.

System Testing

Detailed Design Documentation. The Integrator shall provide functional narrative text, system and subsystem block diagrams, data flow diagrams, data structure diagrams, schematics, and any other graphic illustrations to demonstrate the technical adequacy of the system design approach and compliance for System Hardware and Software with quality assurance, reliability, maintainability, Software development, and other requirements of these specifications.

The Detailed Design Document (DDD) shall be reviewed by FBGPTRA at the Critical Design Review (CDR). The DDD is an extension of the contract and the Proposal. It shall include such detail as block diagrams, screen layouts, report formats, Software design, testing procedures, operational procedures, and other pertinent design documentation. A list of equipment for each function along with a description of its role shall be provided. Any equipment listed in the DDD that has not been listed in the Integrator's Proposal, shall be accompanied by that equipment's specifications. Such equipment shall be provided at no increased cost to FBGPTRA.

The topics to be discussed in the DDD shall include at a minimum the following:

Tolling Segment design

1. Functionality
2. System function flow chart for each Tolling Segment
3. Hardware, specifications, and integration
 - a. Project host server
 - b. ETC subsystem
 - c. Speed detection subsystem
 - d. AVC subsystem
 - e. Image capture subsystem

4. Time of Day Pricing subsystem
5. Trip Management subsystem
6. Network communications
 - a. Maintenance functionality
 - b. MOMS
 - c. Maintenance service and user interface
7. Software/database design
 - a. Software specification
 - b. Operating system
 - c. Programming language
 - d. Version management
8. Reports
 - a. Performance compliance
 - b. Revenue
 - i. TeamTX ORT transactions
 - ii. Image transactions
 - iii. Daily, monthly, and yearly transactions by lane, class, revenue
 - iv. Code-offs by lane and plaza, day, month
 - v. Image tolls by lane and plaza, day, month
 - vi. OCR performance report
 - c. System Maintenance

The Integrator shall conduct a CDR. The CDR shall be a formal presentation to FBGPTRA covering the DDD on how the design and development of the Software and Hardware meet all project delivery, functional, and performance requirements. The CDR shall also include information on identified risks and the associated mitigation,

and review the quality assurance methods that will verify and screen the implementation of the designed System. The CDR presentation shall last no more than one business day. Topic for the CDR should include, but not limited to, the major sections included in the DDD.

Testing for the initial Project Segment shall be more thorough and shall test all requirements, whereas any subsequent Project Segment testing shall test an applicable set of the requirements sufficient to verify that the installation has been performed correctly and that any minor differences between that System and the Systems of previous Project Segment(s) do not adversely impact the System's ability to satisfy requirements. FBGPTRA will authorize testing to begin after the Integrator completes performing a test readiness review and providing the results to FBGPTRA for review.

The Integrator shall demonstrate through the process of tests that the System provided by the Integrator is in compliance with the requirements set forth in this document and its functionality complies with the operational requirements and the final approved SDD. Where possible, tests shall be conducted in an "end-to-end" manner so that results may be tracked through each possible level of the System. For example, the impact of parameter changes observed in the behavior of the lane systems or results of tests that are conducted in the lanes shall be tracked at the Host.

Testing shall focus results on providing accurate system information for the processing of transponder transactions and information for the prosecution of toll violators. Testing shall include, but not be limited to, the following:

- ETC transaction generation
- Video transaction processing
- Vehicle classification
- Vehicle detection and separation
- Image capture and OCR
- Load testing
- MOMS functionality
- Component monitoring and diagnostics
- Availability tracking
- Remote access

- Inventory control
- Reliability and maintainability
- Storage capacity analysis
- Tolling Zone Controller initialization/time update and synchronization
- Transponder status file
- UPS operation and backup power
- Communication failure
- Tolling Zone Controller operations
- Project host server

For the Commissioning test, the Integrator shall utilize live, uncontrolled traffic when testing the performance of the System. Test vehicles may be mixed into the live traffic and the results may be part of the sample data.

The Integrator shall prepare a detailed Test Plan for testing all components of the Project and the fully functional system. This document shall include plans for functional testing and performance testing, as applicable, during the Factory Acceptance Test (FAT), Site Acceptance Test (SAT), Commissioning Test, Operational Test, and Performance Audit. The Test Plan shall provide a matrix listing each requirement and how that requirement is to be tested or demonstrated, by inspection, analysis, or test. For those requirements that are to be verified through testing, the matrix shall outline the particulars, such as the conditions of the test and the number of test runs planned in addition to the method of verification. Tentative dates for conducting the various tests shall be included in the Test Plan, as submitted by the Integrator.

Test Procedures. Integrator shall prepare detailed Test Procedures for all tests with respect to the functional requirements detailed in this document. The Test Procedures shall cover the following, at a minimum:

- Test explanation and purpose
- Test set-up
- Entry and exit criteria
- Step-by-step procedures for controlled tests
- Pass/Fail acknowledgement

- Expected results for each step
- Signature block(s)
- Mapping to requirements

Test Plan. The Test Plan shall show when all requirements listed in the compliance trace matrix are being tested, demonstrated, or verified by inspection or analysis. Testing operations shall be conducted in a manner and sequence that assures the least interference with traffic, with due regard to the location of detours and provisions for handling traffic. The procedures shall detail the test environment, all interconnections, the configuration, and all settings for each test.

The approved test procedures shall be submitted 14 days prior to the commencement of the test for review by FBGPTRA.

Test Reporting. The Integrator shall submit a written report documenting the results for all tests performed and comparing them to the expected results. The Test Report shall include all applicable test data utilized to verify the outcome of the test in an appendix to the report. A log of modifications to the System, including Software and Hardware, during each test shall be maintained in the Test Report. Any revision to a Test Report or a subsequent Test Report (such as the SAT following the FAT), shall include all applicable Software and Hardware versions and revision logs from the previous report. Upon FBGPTRA acceptance of the successful completion of each Test Report, the Integrator shall be given the authorization to move forward.

Factory Acceptance Test (FAT). The Integrator will perform the FAT, which shall include testing of the Hardware, Software, and various subsystems that will be provided by the Integrator. These tests will be conducted using the system integrator's test facility as the Integrator's test facility. The purpose of the FAT is to internally verify the system requirements prior to the SAT, as practical. To minimize the risk of later discovery of problems, the FAT tests will, as much as possible, be performed as an integrated system rather than as independent subsystems, using a representative system slice of the tolling Hardware and integrated Software that is assembled and connected using the WAN and LAN configured for the actual production system. FBGPTRA, and/or its representatives, reserve the right to witness and participate in the FAT.

Within 14 days of successful completion of the FAT, the Integrator shall submit a FAT report, which describes the results. The report shall document the test activities, including any redlined copy of the test procedures, and test results, including screenshots and reports, punch list and shall include a narrative explaining the activities and results. The FAT report shall be approved and accepted by FBGPTRA prior to commencement of the next project milestone.

Site Acceptance Test (SAT). The Integrator shall perform a SAT that includes a series of baseline test procedures to demonstrate functionality of the roadside System, in an unambiguous fashion. The intention of SAT is to validate functionality of each installed Toll Segment once it is installed. SAT validation will be performed on a segment-by-segment basis. All roadside functional requirements of the System, excluding external interfaces, are to be validated during the SAT. Conditions of the test shall include items, such as lighting, type of vehicle, and the speed and movement of the vehicles through the Toll Segment (left to right, straddling lanes, vehicle speed, and mix of vehicles with and without tags).

During the SAT, the processing of transactions shall verify that no information is missing and validate related business rules for the data (i.e., automatic operations in the application to check for duplicates). Exceptions shall be flagged and provisions to modify transactions as data errors are detected shall be provided.

The SAT shall include correlation testing of platoons of closely spaced vehicles, classification of various vehicle sizes, vehicles changing lanes, straddling, vehicles driving in the shoulder, and some vehicles with and some without tags to verify that the System correctly identifies and captures images of the vehicles without transponders. This identification shall be accomplished without recourse to the use of license plate numbers of the test vehicles.

Since the individual Segments will open upon completion, the Host interface to the Interoperable HUB shall be tested in accordance with the accepted ICD during each SAT.

FBGPTRA shall be allowed to witness the testing, and the Integrator shall have the responsibility to perform the testing. The testing shall provide sufficient confidence to FBGPTRA, in its sole determination, that the Integrator's installed System meets FBGPTRA operational requirements, standards and performance criteria, and is ready for the Commissioning and operational tests.

If there are any failures or anomalies in conducting any test step, the Integrator shall take the necessary corrective action and the test shall be repeated. In the case that corrective action is undertaken by the Integrator, it shall perform any necessary regression testing to ensure that such corrective action has not adversely affected the system's ability to pass previously conducted test steps. If necessary this process shall continue until success is achieved.

The Integrator shall provide the required support personnel and any necessary test vehicles and test equipment (e.g. test transponders). Testing shall be conducted in accordance with the Project Schedule, the final approved Test Plan, and final approved SAT procedures.

Within 14 days of successful completion of the SAT, the Integrator shall submit a SAT Report, which describes the results of the test including a punch list of any outstanding items or issues. The SAT Report shall document the test activities, including any redlined copy of the test procedures, and test results, including screenshots and reports, and shall include a narrative explaining the activities and results.

Commissioning Test. Upon acceptance of the SAT on the last Toll Segment to be tested, the Integrator will initiate a Commissioning Test of the entire Grand Parkway Segment 'D' system. This System Commissioning Test shall demonstrate full "end-to-end" functionality of the System including any and all external interfaces to the Project, including the Interoperability HUB and other interfaces as required, and performance of that interface (load testing). Commissioning Tests shall occur only after all SAT has been completed and FBGPTRA approved. Commissioning Testing shall be performed on the installed production system in the field using a combination of controlled test vehicles (for functionality testing) and live traffic (for performance/load testing). The purpose of the Commissioning Testing is to verify that the System and all interfaces are complete and function as an integrated system.

The Commissioning Test shall be conducted to verify that all functional elements of the System, its components and all external interfaces provided and installed by the Integrator under this contract are in conformance with the technical and operational requirements specified in this document, the Approved SDD, and the applicable ICD.

The Host interface to the Interoperable HUB shall be tested in accordance with the accepted ICD.

FBGPTRA shall be allowed to witness the testing, and the Integrator shall have the responsibility to perform the testing. The testing shall provide sufficient confidence to FBGPTRA, in its sole determination, that the Integrator's installed System meets FBGPTRA operational requirements, standard and performance criteria, and is ready for operational testing.

The Integrator shall provide the required support personnel and any necessary test vehicles and test equipment (e.g. test transponders). Testing shall be conducted in accordance with the Project Schedule, the final approved Test Plan, and final approved Commissioning Test procedures.

Within seven days of successful completion of the Commissioning test, the Integrator shall submit a Commissioning test report, which describes the results, including a punch list of any outstanding items or issues identified during the test performance. The Commissioning Test Report shall document the test activities, including any redlined copy of the test procedures, and test results, including screenshots and reports, and shall include a narrative explaining the activities and results.

Operational Test. The Operational Test shall define procedures for evaluating the System in a real world environment over a 60-day period following the acceptance of the Commissioning Test. The Operational Test is to be conducted and evaluated by the Integrator and observed by FBGPTRA. The Operational Test procedures shall include, but not be limited to the following:

- Review of recorded transaction data to identify any patterns that suggest erratic or faulty system behavior. Such indications may prompt further analysis or investigation.
- Review of MOMS and other maintenance data to identify reliability problems.
- Controlled testing through the insertion of test vehicles into real traffic.

The Operational Test shall be a 60-day evaluation period after the entire system has been installed and tested during which the system will be observed as to its functional and performance characteristics. The Integrator shall operate the System showing the System meets performance requirements without degradation in performance. During the 60-day period, the System and each applicable performance requirement shall be analyzed on a daily basis to determine and quantify the level of performance and to confirm that the performance has not deviated from the minimum system performance requirements. In the event of a failure or major degradation in performance, FBGPTRA, at its discretion, may stop the test until a correction or resolution has been achieved. Depending on the severity of the failure or degradation in performance FBGPTRA, at its discretion, may elect to restart the test in its entirety beginning at day one of the test or restart from the day it was originally stopped.

Within 15 days after the Operational Test has been successfully completed, the Integrator shall submit a report of the results. The report shall include, but not be limited to the following:

- A summary of the overall test results highlighting the general conclusions of the testing and any problems found and corrected.
- An appendix containing the test results and data used in evaluating the system's operational performance.

Quality Management Plan. The Integrator is required to develop a quality program covering System design, Software development, and installation and testing of Software and equipment and procedures that follow all the elements indicated in this Section.

The Integrator has the responsibility for the quality of all services related to the design of the System by the Integrator, the installation of the tolling system by

Integrator, and to allow FBGPTRA due diligence in overseeing the Toll Systems Services processes and products.

Within 30 days of the NTP the Integrator shall prepare a Quality Management Plan (QMP) for FBGPTRA's review and approval. The QMP shall outline the internal QC and QA procedures to be followed by the Integrator during the preparation of all Work for a Project Segment, Software development, and Installation and Testing.

The QMP shall describe procedures for coordinating Toll Systems Services performed by different individuals in the same area, or in adjacent areas or related tasks to ensure that conflicts, omissions, or misalignments do not occur among design or installation document or between the drawings and the specifications. It shall also include the coordination of the review, approval, release, distribution, and revision of documents involving such parties.

Procedures shall:

- Ensure that Integrator personnel are familiar with all the provisions of the contract concerning their respective responsibilities.
- Provide for the education, training, and certification, as appropriate, of personnel performing activities affecting or assessing the quality of the Work to assure that such personnel achieve and maintain reasonable proficiency.
- Ensure that the Work is performed according to the QMP, generally accepted practices for these types of services and the contract.

Warranty. In addition to other common law and statutory warranties, whether implied or express, Contractor's warranty applies to materials, parts, labor and workmanship for one year from the date of Final Acceptance. Contractor shall transfer all manufacturers' warranties to the Authority.

Exhibit A-1
Responsibility Matrix

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1	2	3
	Design	Procure	Install and/or Construct

Element/Task/Component/ Sub-system	Designer / Contractor (for Fort Bend)			System Integrator (SI)			Comments Other Responsibility/Information
TOLL COLLECTION FACILITIES	1	2	3	1	2	3	
TOLL GANTRIES, RAMPS & Enclosure							
Schedule	A	A	A	B	C	B	
Gantries, Ramp Lane Layouts	A	A	A	B	C	C	SI to provide requirements for specific lane and enclosure layouts. Designer to incorporate into Physical Layout Design Packages. Roadway Contractor to furnish and install foundations with conduit and other systems rough-in's
Roadside Cabinets Foundations							
Gantry & Enclosure Physical Layout	A	A	A	B	C	C	Concept Drawings provided by Designer
Grading	A	A	A	C	D	C	
Drainage	A	A	A	C	D	C	
Aesthetic Committee Review/Approval	A	A	A	B	C	C	Concept Drawings provided by Designer. SI to review for tolling equipment placement requirements.
Aesthetic Committee Review/Approval	A	A	A	B	B	C	Concept Drawings provided by Designer.
Gantry Structure							Roadway Contractor to Furnish & Install ETC Gantry Structure. SI to review for tolling equipment placement

Element/Task/Component/ Sub-system	Designer/ Contractor (for Fort Bend)			System Integrator (SI)			Comments Other Responsibility/Information
							requirements. Roadway Contractor to submit details of Gantry Structure for Review and Approval prior to release of procurement notice to vendor.
Utilities	A	A	A	B	C	C	SI to provide specific electrical power requirements HVAC & Toll Collection System. Designer to incorporate into the design Roadway Contractor will install, excluding provisions for UPS.
HVAC	D	D	D	A	A	A	SI to provide HVAC as part of the Roadside Cabinet Enclosures
Striping	A	A	A	B	D	D	SI to provide requirements for Toll Collection System specific striping. Designer to incorporate into Striping Plan. Roadway Contractor to furnish and install
Gantries	A	A	A	B	D	C	SI to provide requirements for specific equipment mounts, conduits, J boxes, power and data wiring for Toll Collection System. Designer to incorporate into design. Roadway Contractor will furnish and install.
Road Surface & Substrate (CRCP, JCP, GFRP, Support Slab)	A	A	A	B	D	D	SI to provide requirements, Designer to incorporate into design, SI to review, Roadway Contractor will furnish and install.
Roadside Cabinets Foundations; Electrical Power & Data: Conduits,	A	A	A	B	D	C	SI to provide requirements for specific equipment mounts, conduits, J boxes, power and data wiring for Toll Collection

Element/Task/Component/ Sub-system	Designer / Contractor (for Fort Bend)			System Integrator (SI)			Comments Other Responsibility/Information
Primary							<p>System.</p> <p>Designer to incorporate into design.</p> <p>Roadway Contractor will provide and install foundations.</p> <p>SI to furnish and install Roadside Cabinet Enclosure with HVAC</p> <p>SI runs power from pole to equipment. (Power & network within the lane; Electrical Power Conductors etc.</p>
Systems Servers & Workstations	D	D	D	A	A	A	
Fencing/Guardrail/Bollards	A	A	A	B	C	C	<p>SI to provide requirements for specific equipment clearances for Toll Collection System.</p> <p>Designer to incorporate into Roadway Design.</p> <p>Roadway Contractor to furnish and Install.</p>
• VES Cameras							
VES Camera, Light Sensor & Strobe Flash Mounting Supports	B	D	C	A	A	A	<p>SI to provide VES Camera, Light Sensor & Strobe Flash Mounting design requirements at each tolling location for Toll Collection System.</p> <p>Designer to incorporate VES Camera & Strobe Flash Mounting requirements into the designs.</p> <p>SI to furnish and install VES Camera & Strobe Flash Mounting</p> <p>SI to furnish and Install VES Camera & Strobe Flash Equipment</p>
Cameras mounting and enclosures	B	D	B	A	A	A	SI to provide VES Camera & Light Sensor Mounting design requirements at each tolling location for Toll Collection

Element/Task/Component/ Sub-system	Designer / Contractor (for Fort Bend)			System Integrator (SI)			Comments Other Responsibility/Information
							<p>System.</p> <p>Designer to incorporate VES Camera & Strobe Flash Mounting requirements into the designs.</p> <p>SI to furnish and install structural mounting supports, conduit, j-boxes, for power and data. For VES Camera & Strobe Flash Mounting</p> <p>SI to furnish and Install VES Camera & Light Sensor Equipment, including equipment mounting brackets, power and data cable & wiring</p>
VES Illumination mounts and enclosures	B	D	C	A	A	A	<p>SI to provide VES Illumination Mounting design requirements at each tolling location for Toll Collection System.</p> <p>Designer to incorporate VES Illumination Mounting requirements into the designs.</p> <p>SI to furnish and install structural mounting supports, conduit, j-boxes, for power and data. For VES Illumination Mounting</p> <p>SI to furnish and Install VES Illumination, including equipment mounting brackets, power and data cable & wiring</p>
• Lanes/Islands							
Pavement Structure	A	A	A	B	D	C	SI to provide the sensor design requirements
Vehicle Detection/Classification Sensors	B	B	B	A	A	A	SI to provide install, including cutting and saw cutting, winding and sealing loops
Installation of AVDS and AVC							

Element/Task/Component/ Sub-system	Designer/ Contractor (for Fort Bend)			System Integrator (SI)			Comments Other Responsibility/Information
PROJECT OPERATING SUB-SYSTEMS							
Design	A			B			
Ducts & Conduits	A	A	A	B	D	B	
Utility Vaults & Junction/Pull Boxes	A	A	A	B	D	B	
Communication Conductors & Fiber	B	B	B	A	A	A	Others shall provide all communication up to demark. All fiber, fiber termination, fiber installation shall be provided by SI.
Power Conductors & Wiring Primary Electrical power, including electrical service, feeder conduits, conductors, and connections to Automatic Transfer Switch.	A	A	A	B	B	B	Designer to provide utility electrical service, and primary power to Automatic Transfer Switch
All conduit, wire ways, J-boxes, bushings and pull strings on gantries	C	C	C	A	A	A	Integrator shall provide and install all conduits, wire ways, J-boxes, bushings and pull strings on gantries.
PROJECT POWER DISTRIBUTION SUB-SYSTEM							
Uninterruptible Power Supplies	B	C	C	A	A	A	SI to provide Toll Collection System UPS power as part of the Roadside Cabinet Enclosure
Lightning Protection & Grounding	C	D	C	A	A	A	SI to furnish and install ETC System lightning surge suppression system, including Primary and backup power electrical Service and feeder circuits.
COMMUNICATIONS SUB-SYSTEMS							
Fibers (including future)	C	D	C	A	A	A	SI to terminate and connect network

Element/Task/Component/ Sub-system	Designer / Contractor (for Fort Bend)			System Integrator (SI)			Comments
							Other Responsibility/Information
							equipment.
Computer Rack System	D	D	D	A	A	A	
Routers	D	D	D	A	A	A	
Hubs	D	D	D	A	A	A	
Switches	D	D	D	A	A	A	
Firewalls	D	D	D	A	A	A	
Virtual Private Network (VPN)	D	D	D	A	A	A	
Modems	D	D	D	A	A	A	
Patch/Distribution Panels	D	D	D	A	A	A	
Tolling Location Network Service	D	D	D	A	A	A	SI to provide network provide service point requirements. SI and Fort Bend to obtain network provider service (monthly service paid by Fort Bend)

Exhibit A-2
Performance Matrix

Performance Objective	Required Service (task or deliverable)	Performance Standard	Method of Surveillance	Penalties for NOT meeting the Performance Standard
<p>This is the desired outcome</p> <p>(What do we want to accomplish as the end result of this contract?)</p>	(What task must be accomplished to give us the desired result?)	Error Rates, Accuracy Rates, completion of milestones, cost control, staying within the targeted cost.		
Initiation of toll collection segment	Proposer shall begin toll collection on a date agreed upon in the segment work order or as amended upon by both the proposer and FBGPTRA	Electronic toll collection in all specified lanes	Toll data processed to the host	Each segment will be treated as unique. Completion or penalties owed on one will not affect other such segments. Penalties will result in \$100 per day for each subsequent day of delay for Segment completion up to 30 days. \$250 per day for each subsequent day up to 60 days of delay for Segment completion. \$1000 per day for each subsequent day thereafter until Segment completion

Exhibit B

Schedule

Task

Schedule

Notice To Proceed:

January 9, 2013

Deliver of Documents and Plans:

January 14, 2013 – March 18, 2013 (this accounts for review times)

System Design and Testing:

February 4, 2013 – August 5, 2013

System Installation:

May 20, 2013 – December 31, 2013
(Provided, however, that a grace period shall be in effect through March 31, 2014 such that penalties as described in **Exhibit A-2** shall not apply.)

FBGPTRA in negotiations with the integrator will develop a detailed Critical Path Method (CPM) schedule establishing individual Segment notice to proceed and delivery dates for the development and testing of the System that compliments the Authority's construction schedule for each Segment.

Exhibit C
Software License

THIS SOFTWARE LICENSE AGREEMENT (this "Agreement") is made as of the ____ day of ____, 2012, by and between TransCore, LP. (hereinafter "Licensor" or "TransCore"), a Delaware Limited Partnership, with principal offices at 8158 Adams Drive, Liberty Centre, Building 200, Hummelstown, PA 17036 and the ____ (hereinafter "Licensee"), with principal offices at ____.

- | | | |
|-----------|------------------------|---|
| 1. | Definitions | <p>a. "Computer Software" shall mean both source and object code and all data sets and auxiliary files used by such code, along with any media on which they reside and documentation related thereto, together with the proprietary information and trade secrets contained therein.</p> <p>b. "Licensee Facilities" shall mean space, environment, and other facilities, which are to be provided by Licensee in connection with the installation, operation, or maintenance of the System.</p> <p>c. "Software" shall mean the Computer Software developed and owned by TransCore. This consists of the following modules:</p> <ul style="list-style-type: none">• Roadside Toll Collection System (TCS) Infinity[™]• Maintenance On-Line Management System--MOMS• Encompass[®] Multi-Protocol Readers (will require stand-alone NDA agreement) <p>d. "Specific Equipment" shall mean that which is either provided by TransCore or approved by TransCore for use as a platform for the software and is located at the Licensee's Facilities.</p> |
| 2. | License | <p>Licensor grants to the Licensee, its successors and assigns, a limited, non-exclusive, royalty-free, fully paid, license to the Software for Licensee's own operations on the Specific Equipment; provided, however, that Licensee shall have the right to re-locate the Licensed Software to a backup CPU, in the event that the licensed CPU fails or is withdrawn from service. Licensor authorizes the Licensee to copy the Licensed Software solely for its own internal use. The Licensee shall not re-sell, supply or give the Software (source or executable code) to other parties. Licensee shall not reverse compile, reverse engineer, modify, disassemble, translate, copy or in any way duplicate the Licensed Software, in whole or in part. Licensor hereby authorizes Licensee to copy the Software solely for the Licensee's own internal use for restart purposes or to replace worn copy, provided the Software is used only on the Specific Equipment.</p> |
| 3. | Specific Rights | <p>a. The Software and related materials and any copies, in whole or in part made pursuant to this Agreement shall be the sole and exclusive property of TransCore.</p> <p>b. Licensee shall not sell, lease, assign, sublicense, or otherwise transfer to any third party, directly or indirectly, the Software or any license or right granted hereunder, in whole or in part.</p> <p>c. Licensee shall not export or re-export outside the United States, the Software, in whole or in part.</p> <p>d. Licensee shall reproduce and include copyright and proprietary notices on all copies of the Software in the same form and manner that such copyright and proprietary notices are included on the Software by Licensor.</p> |
| 4. | Non-Disclosure | <p>a. Licensee acknowledges that the Software constitutes a valuable asset of TransCore and is to be considered proprietary information of TransCore, and that, by virtue of this Agreement, Licensee shall acquire only the right to use the Software under the terms and conditions hereof and shall not acquire any rights of ownership in or title to the Software.</p> <p>b. Licensee warrants that all persons who it has authorized to use the Software will observe and perform the covenants set forth in this Article 4. Licensee agrees to maintain the Software in secure premises to prevent any unauthorized person from gaining access thereto and to give TransCore written notice of any unauthorized disclosures or use of the Software as soon as Licensee becomes aware of it.</p> <p>c. Licensee shall notify and inform its employees and any third parties having access to the Software of Licensee's limitations, duties and obligations regarding non-disclosure and copying of the Software. The Software shall be used only by employees of the Licensee and any third parties who are necessary to Licensee's exercise of its rights hereunder and then only at the location of the Specific Equipment. Any agent or third party the Licensee desires to use the Licensed Software will first execute a non-disclosure agreement in a form acceptable to Licensor prior to commencing use of the Licensed Software. Licensee shall take reasonable</p> |

security measures to protect the Licensed Software from being accessed by unauthorized third parties.

d. Licensee acknowledges that unauthorized disclosure of the Software will diminish substantially the value of the Software. If Licensee violates the provisions of this Agreement, TransCore shall be entitled to obtain equitable relief to protect its interest herein, including, but not limited to, injunctive relief, as well as monetary damages.

e. Notwithstanding any termination provisions of the governing Agreement, the obligations set forth in this Article 4 shall survive the termination of the Agreement.

5. Termination

a. This Agreement and the License to use the Software shall terminate when Licensee discontinues the use of the Software on the Specific Equipment or discontinues the use of the Specific Equipment, whichever first occurs. This Agreement may also be terminated by TransCore if the Licensee fails to comply with any term or condition of this Agreement and fails to correct such noncompliance within 15 days after receipt of TransCore's written notification thereof or such longer period as TransCore may allow in writing.

b. Within 30 days after any termination of this Agreement, the Licensee shall return to TransCore all copies of the Software supplied or made under this Agreement together with a signed letter certifying that the Licensee has discontinued all further use of the Software and that all copies have been returned to TransCore or that they have been destroyed.

6. Warranty

a. TransCore warrants for a period of one (1) year that the Software will operate according to specifications published by TransCore. If it is determined that the Software does not operate according to such specifications, TransCore's only responsibility will be to apply reasonable efforts to cure the non-conformance. TransCore does not warrant or guarantee that all software errors will be corrected. After the expiration of the one (1) year period, and if requested by Licensee, TransCore may, if it desires, provide maintenance services for the Software at TransCore's established prices.

b. Any changes, modifications or maintenance or repairs not authorized by TransCore to the software or operating environment to which it has been installed, including additional and/or unauthorized programs to systems hardware and/or workstations that result in system problems, shall automatically void any warranties herein.

c. THE WARRANTIES OF TRANSCORE CONTAINED HEREIN ARE APPLICABLE ONLY IF THE SOFTWARE IS USED ON THE SPECIFIC EQUIPMENT AT THE LOCATION(S) SPECIFIED HEREIN. TRANSCORE MAKES NO WARRANTY, EXPRESS, IMPLIED OR OTHERWISE, IF THE SOFTWARE IS USED ON ANY OTHER EQUIPMENT OR AT A LOCATION OTHER THAN THAT IDENTIFIED.

d. EXCEPT FOR THE EXPRESS WARRANTY STATED ABOVE, TRANSCORE DISCLAIMS ALL WARRANTIES ON THE SOFTWARE FURNISHED HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR SUITABILITY. THERE SHALL BE NO LIABILITY ON THE PART OF TRANSCORE FOR DAMAGES INCLUDING BUT NOT LIMITED TO SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE EVEN IF TRANSCORE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND LICENSEE AGREES TO INDEMNIFY AND HOLD TRANSCORE HARMLESS FROM ANY THIRD PARTY CLAIMS.

7. Miscellaneous

a. This Agreement shall be binding upon the successors and assigns of both parties; provided, however, that no assignment shall be made by either party without the prior consent of the other. Any attempt by either party to assign this Agreement or any of the rights or duties hereunder contrary to the foregoing provision shall be void.

b. Any notice permitted or required under this Agreement shall be deemed given when mailed by certified mail, postage prepaid, or when dispatched by facsimile (and followed by a written confirmation mailed by certified mail, postage prepaid, within 72 hours after such dispatch) or by Email. Mail/Email shall be addressed as follows:

TransCore: ATTN: Director of Contracts; 9440 Carroll Park Drive, Suite 150; San Diego, CA 92121;
randy.lester@transcore.com.

Licensee: _____

c. No modification or amendment to this Agreement will be valid or binding unless reduced to writing and duly executed by the party or parties to be bound thereby.

d. If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or

unenforceable by a court or other government body of competent jurisdiction, then the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable will be unaffected.

e. This Agreement will be interpreted and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law principles.

f. This Agreement may be signed in two counterparts, each of which shall be deemed an original and which together shall constitute one instrument.

g. This Software License Agreement constitutes the completed and exclusive statement of the Agreement between the parties, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. No modification of this Agreement shall be effective unless in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this ____ day of _____, 2012, by their respective representatives, each thereunto duly authorized.

TransCore, LP ("Licensor")

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: ____/____/2012

Date: ____/____/2012

Exhibit D

Insurance Requirements

Insurance Provisions

The Contractor shall furnish certificates of insurance to the Authority evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of the Authority, name of insurance company, policy number, term of coverage and limits of coverage.

All required insurance shall not be canceled or modified without at least seven days prior written notice to the Authority. Renewal certificates shall be provided within 10 days of the expiration date of the current certificates of insurance during the term of this Agreement.

The Contractor shall obtain such insurance from such companies having a Bests rating of B+/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

(a) Workers' Compensation insurance in accordance with the laws of the State of Texas, or state of hire/location of Services, and Employers' Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease, \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.

(b) Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/ Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

\$3,000,000	general aggregate limit
\$2,000,000	each occurrence, combined single limit
\$2,000,000	aggregate Products, combined single limit
\$2,000,000	aggregate Personal Injury/ Advertising Liability
\$50,000	Fire Legal Liability
\$5,000	Premises Medical

(c) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

(d) Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$3,000,000 each occurrence combined single limit.

(e) Professional Liability Errors and Omissions insurance with limits not less than \$15,000,000 each claim/annual aggregate.

The Authority and the Authority's Directors shall be named as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e." All policies as required above shall contain a waiver of subrogation in favor of the Authority and the Authority's Directors.