

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 17-052

**APPROVE AMENDMENT NOS. 1 & 2 TO THE
CENTRAL UNITED STATES INTEROPERABILITY AGREEMENT**

WHEREAS, by Resolution No. 16-009, dated February 24, 2016, the Board of Directors approved the Central United States Interoperability (“CUSIOP”) Agreement with states outside of Texas including Kansas and Oklahoma; and

WHEREAS, by Resolution No. 17-035, dated June 28, 2017, the Board of Directors approved the Southern States Interoperability (“SSIOP”) Agreement with states outside of Texas from the southeastern U.S.; and

WHEREAS, under Amendment No. 1 to the CUSIOP, the North Texas Tollway Authority (“NTTA”) is appointed as the receiver and custodian of funds for the parties to the CUSIOP with regard to payments between the CUSIOP members and any other governmental toll entities that connect with the CUSIOP HUB, including the southern states toll entities that are part of the SSIOP agreement; and


WHEREAS, Amendment No. 2 requires any additional parties to the CUSIOP to also be a party to the SSIOP; adds specific language regarding payment of tolls between “visited” and “home” agencies; attaches to the Agreement a supplement to the Trademark License Agreement; and makes minor corrections regarding the PikePass URL; and

WHEREAS, the Executive Director recommends approval of Amendments No. 1 and Amendment No. 2 to the CUSIOP Agreement.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves and directs the Executive Director to execute Amendments No. 1 and No. 2 to the CUSIOP Agreement in the form or substantially the same form as Exhibit A and Exhibit B, respectively.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 6th day of September 2017.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

**FIRST AMENDMENT TO
AGREEMENT REGARDING
INTEROPERABILITY OF TOLL SYSTEMS AND TRANSPONDERS**

THIS FIRST AMENDMENT (this "Amendment") by and between North Texas Tollway Authority, a regional tollway authority ("NTTA"), the Texas Department of Transportation, an agency of the State of Texas ("TxDOT"), Harris County, a body corporate and politic under the laws of the State of Texas ("Harris County"), the Central Texas Regional Mobility Authority, a regional mobility authority ("CTRMA"), Fort Bend Grand Parkway Toll Road Authority, a body corporate and politic under the laws of the State of Texas ("GPTRA"), the Kansas Turnpike Authority, an instrumentality of the State of Kansas ("KTA"), and the Oklahoma Turnpike Authority, an instrumentality of the State of Oklahoma ("OTA"), is to be effective as of _____, 2017 (the "Effective Date"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Interoperability Agreement (as hereinafter defined).

RECITALS

The parties hereto are parties to that certain Agreement Regarding Interoperability of Toll Systems and Transponders, which was fully executed and effective as to all Parties on March 3, 2017 (the "Interoperability Agreement").

The parties desire to amend the Interoperability Agreement to allow the Central US IOP Hub to connect with other interoperability hubs in the United States and for NTTA to serve as custodian for payments between such hubs.

AGREEMENT

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the parties agree as follows:

1. Addition of Section XIV to the Interoperability Agreement.

The Interoperability Agreement is hereby amended by adding the following Section XIV to read as follows:

XIV. CUSTODIAL SERVICES FOR PAYMENTS BETWEEN IOP HUBS:

If the Interoperability Committee determines that it is beneficial for the Central US IOP Hub to connect with another interoperability hub in the United States (a "Connected Hub"), the Parties shall execute such documents as may be necessary to permit such connectivity. With regard to any connection between the Central US IOP Hub and a Connected Hub, the Parties desire for NTTA to serve as a custodian for payments between the Parties and the other governmental toll-project entities that are connected to the Connected Hub (each a "Connected Entity"). NTTA has agreed to provide the custodial services as set forth in **Attachment F** to this Agreement ("Custodial Services").

The Parties shall reimburse NTTA for its costs to provide the Custodial Services (the "Custodial Costs"). Not less than thirty (30) days before the end of each year, NTTA will provide to each

Party an estimate of the Custodial Costs for the following year, and during such year each Party shall pay NTTA by the fifteenth (15th) day of each month an amount equal to one-twelfth (1/12) of its share of the estimated Custodial Costs (with each Party responsible for a percent of such amount determined by the formula $1 / X$, where X is the number of Parties). After the end of each year, NTTA will prepare a final statement of the actual Custodial Costs for such year and provide each Party with such statement. At the conclusion of this process there will be a reconciliation to ensure that each Party has paid no more or less than its share of the actual Custodial Costs, and NTTA has received no more or less than the actual Custodial Costs, for that year. Any true up payment due from a Party or NTTA, as applicable, shall be made within fifteen (15) days after such reconciliation. Custodial Costs with respect to an entity that becomes a Party during any calendar year shall be prorated for such calendar year. NTTA may cease to provide the Custodial Services, with or without cause, upon one hundred and twenty (120) days written notice to the other Parties.

2. Addition of Attachment F to the Interoperability Agreement.

The Interoperability Agreement is hereby amended by adding Attachment F to this Amendment as Attachment F to the Interoperability Agreement.

3. Miscellaneous.

(a) Ratification. The parties acknowledge, ratify and affirm the provisions of the Interoperability Agreement not specifically amended by this Amendment as if such provisions were expressly set forth herein. The Interoperability Agreement, as amended by this Amendment, is fully valid, binding and enforceable in accordance with its terms.

(b) Entire Agreement. The Interoperability Agreement, as amended by this Amendment, constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no representations, understandings or agreements relative hereto which are not fully expressed in the Interoperability Agreement, as amended hereby.

(c) No Default. The parties acknowledge that there is no default under the Interoperability Agreement, as amended by this Amendment, nor is there any condition or event which with the passage of time or the giving of notice would constitute a default by either party.

(d) Sole Benefit. This Amendment is entered into for the sole benefit of the parties and their respective successors, and nothing in this Amendment or in any approval subsequently provided by either party hereto shall be construed as giving any benefits, rights, remedies or claims to any other person or other entity, including, without, limitation, the public in general.

(e) Authorization. Each party to this Amendment represents to the other that it is fully authorized to enter into this Amendment and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery or performance of this Amendment. Each signatory on behalf of a party represents that he or she is fully authorized to bind that entity to the terms of this Agreement.

(f) Interpretation. No provision of this Amendment shall be construed against or interpreted to the disadvantage of any party by any court, other governmental or judicial

authority, or arbitrator by reason of such party having or being deemed to have drafted, prepared, structured or dictated such provision.

(g) Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one single agreement between the parties.

(h) Headings. The article and section headings used in this Amendment are for reference and convenience only, and shall have no bearing on the interpretation hereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set both above.

NORTH TEXAS TOLLWAY AUTHORITY

By _____
Gerald Carrigan
Executive Director / CEO
North Texas Tollway Authority

ATTEST:

By _____
Lorelei Griffith, Secretary

HARRIS COUNTY

By _____
Ed Emmett
County Judge

APPROVED AS TO FORM:
Vince Ryan, County Attorney

By: _____
Nick Turner
Assistant County Attorney

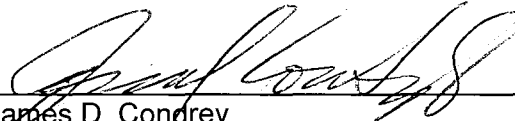
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By _____
Mike Heiligenstein
Executive Director
Central Texas Regional Mobility Authority

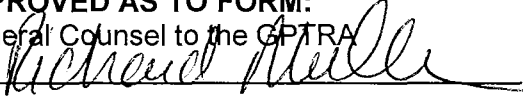
APPROVED AS TO FORM:
General Counsel to the CTRMA

By _____

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY

By 

Dr. James D. Condrey
Chairman, Board of Directors
Fort Bend Grand Parkway Toll Road Authority

APPROVED AS TO FORM:
General Counsel to the GPTRA
By 

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____
James M. Bass
Executive Director
Texas Department of Transportation

KANSAS TURNPIKE AUTHORITY

By _____
Steve Hewitt
Chief Executive Officer

APPROVED AS TO FORM:
General Counsel to the KTA

By: _____

OKLAHOMA TURNPIKE AUTHORITY

By

Tim J. Gatz
Executive Director

APPROVED AS TO FORM:
General Counsel to the OTA

By: _____

ATTACHMENT F

CUSTODIAL SERVICES

This Attachment F (the "Attachment") is attached to and made a part of that certain Agreement Regarding Interoperability of Toll Systems and Transponders entered into between the North Texas Tollway Authority, the Texas Department of Transportation, Harris County, Texas, the Central Texas Regional Mobility Authority, Fort Bend Grand Parkway Toll Road Authority, the Kansas Turnpike Authority, and the Oklahoma Turnpike Authority, as well as such other parties who may be accepted and bound under the terms of the Agreement as described in Section VII of the Agreement and in **Attachment A** to the Agreement. A capitalized term used, but not defined, in this Attachment shall have the meaning given to that term under the Agreement.

NTTA will provide the following Custodial Services for payments between the Parties and the Connected Entities:

1. Establishment of a deposit account ("Account") for the collection and disbursement of payments between the Parties and the Connected Entities related to invoices generated by Central US IOP Hub or a Connected Hub ("Invoices").
2. On a daily basis, deposit into the Account all receipts of payments from the Parties and the Connected Parties on the Invoices.
3. On a [monthly] basis, disburse to each Party or Connected Entity all payments received on Invoices owed to such Party or Connected Entity.
4. Preparation of accounting records of all transactions made by it relating to the receipt and deposit of funds into, and disbursement of funds from, the Account, and will make such accounting records available for the inspection by any Party, upon three business days' written notice to NTTA, during normal business hours; provided that any records furnished to a Party may be limited to receipts, deposits and disbursements that pertain to such Party and its toll projects.

The Custodial Services provided by NTTA do not include the calculation of the tolls or fees owed between the Parties and the Connected Entities or the preparation of the Invoices.

NTTA shall have no obligation or liability to any Party or Connected Entity with respect to the payment of any Invoice by a Connected Entity or Party, and NTTA shall have no obligation to advance funds for the payment of any Invoice. NTTA shall not have any obligation to fund the Account other than through the deposit of payments on Invoices.

Exhibit B

**SECOND AMENDMENT TO
AGREEMENT REGARDING
INTEROPERABILITY OF TOLL SYSTEMS AND TRANSPONDERS**

THIS SECOND AMENDMENT TO AGREEMENT REGARDING INTEROPERABILITY OF TOLL SYSTEMS AND TRANSPONDERS (this "Amendment") by and between North Texas Tollway Authority, a regional tollway authority, the Texas Department of Transportation, an agency of the State of Texas, Harris County, a body corporate and politic under the laws of the State of Texas, the Central Texas Regional Mobility Authority, a regional mobility authority, Fort Bend Grand Parkway Toll Road Authority, a body corporate and politic under the laws of the State of Texas, the Kansas Turnpike Authority, an instrumentality of the State of Kansas, and the Oklahoma Turnpike Authority, an instrumentality of the State of Oklahoma, is to be effective as of _____, 2017 (the "Effective Date"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the CUSIOP Agreement (as hereinafter defined).

RECITALS

A. The Parties to this Amendment are toll agencies operating in the central United States. They have entered into and are the Parties under that certain Agreement Regarding Interoperability of Toll Systems and Transponders, which was fully executed and effective as to all Parties on March 3, 2017 (such agreement, as amended by that certain First Amendment to Agreement Regarding Interoperability of Toll Systems and Transponders dated of even date with the Effective Date of this Amendment, will be referred to as the "CUSIOP Agreement").

B. Florida's Turnpike Enterprise ("FTE"), a business unit of the Florida Department of Transportation, has entered into agreements with the North Carolina Department of Transportation, North Carolina Turnpike Authority, State Road and Toll Authority of the State of Georgia, Connector 2000 Association, Inc., South Carolina Department of Transportation, and the Florida Department of Transportation (collectively, with FTE, the "Southeast Agencies") for FTE to provide tolling interoperability and process interoperable toll transactions on the Southeast Agencies' respective toll facilities.

C. The Parties and FTE are entering into an Agreement Regarding Interoperability of Toll Systems and Transponders (the "SSIOP"), which pertains to the interoperability of toll transactions incurred on toll facilities operated by the Parties and toll facilities operated by the Southeast Agencies.

D. To coordinate their rights and obligations under CUSIOP Agreement with the terms of the SSIOP and make such other revisions to the CUSIOP Agreement as are set forth in this Amendment, the Parties desire to amend the CUSIOP Agreement as follows:

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which each Party hereby acknowledges, the Parties agree as follows:

1. Additional Parties Must Enter into SSIOP

As noted above, each Party to the CUSIOP Agreement will also be a party to the SSIOP Agreement. To ensure continued interoperability of toll transactions among the Parties to the

CUSIOP Agreement and the Southeast Agencies under the SSIOP Agreement, the Parties to the CUSIOP Agreement intend that any additional Party to the CUSIOP Agreement must also enter into the SSIOP as a "Central Party," as such term is defined in the SSIOP Agreement. A copy of the SSIOP Agreement and all amendments thereto, if any, will be provided to any potential additional Party to the CUSIOP Agreement.

2. Addition of Section II.A.4

The following is added to and made a part of the CUSIOP Agreement as a new subsection II.A.4:

4. Payment of Tolls. When a Party on whose toll facility a toll is incurred (a "Visited Agency") determines through a transponder or license plate that the vehicle incurring the toll is associated with an account maintained with another Party (the "Home Agency") and that the transponder is valid on the tag validation list that is active at the time of the transaction and the Home Agency receives the transaction within 10 days of the transaction date, the Home Agency will owe the applicable toll to the Visited Agency, and the Home Agency will forward the toll payment to the Visited Agency, regardless of whether the patron's account with the Home Agency contains adequate funds to pay the toll. If the Home Agency receives a transaction more than ten days but fewer than or equal to sixty (60) days from the transaction date, the transaction will be paid by the Home Agency subject to the availability of funds in the account.

3. Addition of Section XIV

The following is added to the CUSIOP Agreement as a new Section XIV:

XIV. USE OF LICENSE PLATE INFORMATION.

If the exchange of motor vehicle registration or license plate information is ever used to carry out a Party's rights or obligations under this Agreement, such information shall not be used for any purpose other than (1) toll collection and toll collection enforcement; and (2) law enforcement purposes on request by a law enforcement agency.

4. Trademark License Agreement

The form of Trademark License Agreement attached to this Amendment as Attachment 2 is hereby added to and made a part of the CUSIOP Agreement as a supplement to, but not replacement of, Attachment B to the CUSIOP Agreement. The attached form of Trademark License Agreement shall be deemed added to the CUSIOP Agreement immediately before the Parties' logos that begin on page 2 of Attachment B to the CUSIOP Agreement. Each Party agrees to execute the Trademark License Agreement in the form attached hereto at the same time that it executes this Amendment. Section XIII of the CUSIOP Agreement is modified to be consistent with this section of this Amendment.

5. Correction of URL – Attachment E, Section 2(b)

Section 2(b) of Attachment E to the CUSIOP Agreement superseded in its entirety and replaced with the following:

(b) All Other Parties. Each Party other than NTTA and KTA (and OTA) shall include a conspicuous notation on its customers' statements of toll charges that contain charges for OTA transactions, as follows:

Travel on the Oklahoma Turnpike System may include "System Match" and/or "System Reclassification" transactions, which may result in incorrect toll charges. For additional information on these types of transactions, including how to determine whether your statement includes such transactions, please visit PIKEPASS FAQs at <https://www.pikepass.com/pikepass/Faqs.aspx>

6. Miscellaneous

(a) Ratification. The Parties acknowledge, ratify and affirm the provisions of the CUSIOP Agreement not specifically amended by this Amendment as if such provisions were expressly set forth herein. The CUSIOP Agreement, as amended by this Amendment, is fully valid, binding and enforceable in accordance with its terms.

(b) Entire Agreement. The CUSIOP Agreement, as amended by this Amendment, constitutes the entire agreement between the Parties with respect to the subject matter hereof. There are no representations, understandings or agreements relative hereto which are not fully expressed in the CUSIOP Agreement, as amended hereby.

(c) No Default. The Parties acknowledge that there is no default under the CUSIOP Agreement, as amended by this Amendment, nor is there any condition or event which with the passage of time or the giving of notice would constitute a default by a Party.

(d) Sole Benefit. This Amendment is entered into for the sole benefit of the Parties and their respective successors, and nothing in this Amendment or in any approval subsequently provided by a Party shall be construed as giving any benefits, rights, remedies or claims to any other person or other entity, including, without, limitation, the public in general.

(e) Authorization. Each Party represents to the others that it is fully authorized to enter into this Amendment and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery or performance of this Amendment. Each signatory on behalf of a Party represents that he or she is fully authorized to bind that entity to the terms of this Agreement.

(f) Interpretation. No provision of this Amendment shall be construed against or interpreted to the disadvantage of any party by any court, other governmental or judicial authority, or arbitrator by reason of such party having or being deemed to have drafted, prepared, structured or dictated such provision.

(g) Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one single agreement between the Parties.

(h) Headings. The article and section headings used in this Amendment are for reference and convenience only, and shall have no bearing on the interpretation hereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set both above.

NORTH TEXAS TOLLWAY AUTHORITY

By _____
Gerald Carrigan
Executive Director / CEO
North Texas Tollway Authority

ATTEST:

By _____
Lorelei Griffith, Secretary

HARRIS COUNTY

By _____
Ed Emmett
County Judge

APPROVED AS TO FORM:
Vince Ryan, County Attorney

By: _____
Nick Turner
Assistant County Attorney

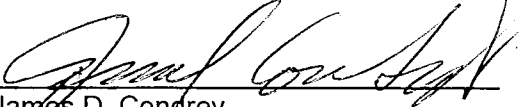
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

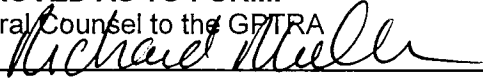
By _____
Mike Heiligenstein
Executive Director
Central Texas Regional Mobility Authority

APPROVED AS TO FORM:
General Counsel to the CTRMA

By _____

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY

By 
Dr. James D. Condre
Chairman, Board of Directors
Fort Bend Grand Parkway Toll Road Authority

APPROVED AS TO FORM:
General Counsel to the GPTRA
By 

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____
James M. Bass
Executive Director
Texas Department of Transportation

KANSAS TURNPIKE AUTHORITY

By _____
Steve Hewitt
Chief Executive Officer

APPROVED AS TO FORM:
General Counsel to the KTA

By: _____

OKLAHOMA TURNPIKE AUTHORITY

By _____
Tim J. Gatz
Executive Director

APPROVED AS TO FORM:
General Counsel to the OTA

By: _____

ATTACHMENT 2

TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT ("Agreement") is made by and among the parties that have executed the agreement on the signature pages hereof (each, a "Party" and collectively, the "Parties") to be effective as between any two or more Parties as provided in Section 8.H, below.

RECITALS

WHEREAS, each Party is the owner of valid and subsisting rights in the trademark and logo depicted under that Party's name on Exhibit A attached hereto and made a part of this Agreement and federal registrations therefor (each being referred to in this Agreement as the applicable Licensor's "Mark"), for use as an identifier of that Party's transponders and transponder technology and as an identifier for electronic toll collection services in the United States; and

WHEREAS, each Party desires to obtain from each of the other Parties a fully paid, royalty-free, nonexclusive, non-transferable license to use each other's Mark in connection with interoperable electronic toll collection services ("Licensed Services") among the Parties pursuant to that certain Agreement Regarding Interoperability of Toll Systems and Transponders entered into between certain of the Parties and under which the remaining Parties are third-party obligors and beneficiaries (the "Interoperability Agreement"); and

WHEREAS, under this Agreement, a Party that is granting rights to another Party to use the first Party's Mark shall be referred to as a "Licensor," and each Party that is receiving rights to use a Licensor's Mark shall be referred to as a "Licensee"; and

WHEREAS, each Licensor is willing to grant each Licensee a fully paid, royalty free, non-exclusive, non-transferable, perpetual license to use the Licensor's Mark in connection with Licensed Services upon the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged and accepted by the Parties to this Agreement, the Parties agree as follows:

1. Ownership.

A. Each Licensor agrees that it is the rightful owner of its Mark and the goodwill pertaining thereto for use in providing electronic toll collection services in the United States.

B. Each Licensee agrees that ownership of a Licensor's Mark and the goodwill pertaining thereto shall remain vested in the Licensor that owns the Mark and further agrees never to challenge, contest or question the validity of such Licensor's ownership of the Licensor's Mark or any applications for registration or registrations thereof.

C. Each Licensee agrees that it will take no action inconsistent with a Licensor's ownership of such Licensor's Mark and that all use of any Licensor's Mark by a Party in its capacity as a Licensee shall inure to the benefit of the Licensor that owns such Mark.

D. Each Party agrees not to challenge, contest or question the validity of this Agreement and not to assist others in doing so.

2. Grant.

A. Each Party, as Licensor, hereby grants to each other Party, as Licensee, a fully paid, royalty free, non-exclusive, non-transferable, license to use the Licensor's Mark for so long as the Licensee is a party to or third-party beneficiary under the Interoperability Agreement; such license shall be used by a Licensor solely in connection with interoperable toll transactions governed by the Interoperability Agreement. Upon the termination or expiration of the Interoperability Agreement, all licenses granted hereunder shall terminate automatically. Upon a Party's withdrawal from the Interoperability Agreement or the termination of a Party's rights under the Interoperability Agreement, the license granted hereunder to that Party shall terminate automatically.

B. Each Licensee agrees that it has no right to use any other Party's Mark except as permitted under this Agreement.

C. Each Licensee agrees to use the Mark in a manner that is consistent with the guidelines attached hereto as Exhibit B ("Guidelines").

3. Quality Control.

A. Each Licensee will maintain a prudent level of quality in Licensed Services offered under the Mark.

B. Each Licensee acknowledges and agrees that each Licensor's reliance upon a Licensee's established quality control practices, reputation and expertise in the conduct of its business prior to the Effective Date, and such Licensee's agreement to maintain the level of quality in offering Licensed Services required under, and otherwise to fully comply with, the Guidelines, is a reasonable means of ensuring the quality of Licensee's services bearing the Mark.

C. For so long as a Licensee continues to maintain service quality as set forth above, as monitored by Licensor from the inspection of Licensed Services appearing in the marketplace, no additional controls shall be deemed necessary; provided, however, that Licensee agrees to comply with the Guidelines and all laws and regulations applicable to Licensee in offering the Licensed Services.

4. Independent Parties.

A. All Parties agree that this Agreement does not create a fiduciary relationship between them and that nothing in this Agreement is intended to make any Party an agent, legal representative, subsidiary, joint venturer, partner, employee or servant of any other Party for any purpose whatsoever.

B. No Party is authorized by this Agreement to make any contract, agreement, warranty or representation, or to create any obligation, express or implied, on behalf of another Party by virtue of the Licensor/Licensee relationship between any two Parties, and no Party shall either represent that it has the right so to act or do so.

C. Each Licensee agrees that it:

(1) is wholly responsible for, and no Licensor will have liability for, Licensed Services offered by such Licensee under another Party's Mark, and

(2) will be responsible for the actions of its employees, agents, or servants in its use of the other Parties' Marks or in offering Licensed Services under such Marks.

D. Each Licensor shall have the independent right to take any action it may deem necessary, in its sole discretion, to protect and defend itself against any threatened action arising out of a Licensee's use of the Licensor's Mark or Licensed Services offered under that Mark.

5. Policing of the Mark and Infringement.

If a Party is named as defendant in any action arising out of its use of another Party's Mark in connection with Licensed Services, such Party agrees to immediately notify the Licensor of the Mark in question. The Licensor of that Mark shall have the right, but not the obligation, to intervene in any such action and control and direct the defense thereof at such Licensor's expense.

6. Term.

The term of this Agreement shall be continue for so long as the Interoperability Agreement remains in effect; provided, however, the Licenses granted hereunder and the licensed rights of any particular Licensee with respect to a Mark shall terminate if (a) the Licensee withdraws from the Interoperability Agreement or its rights under the Interoperability Agreement are terminated, (b) the Licensee ceases to do business, or (c) the Licensee fails to abide by the terms of this Agreement and the Guidelines, provided that in such event, the Licensee shall have thirty (30) days after receipt of written notice from a Licensor of any such failure in which to correct or cure any such failure.

7. Assignment and Sublicense.

A Licensee may not assign, transfer, or sublicense any of the rights granted herein without the prior written consent of Licensor.

8. Miscellaneous.

A. The captions used in this Agreement are for convenience only and do not limit or amplify the provisions of this Agreement.

B. One or more waivers of any covenant, term, or condition of this Agreement by the Parties to this Agreement will not be construed as a waiver of a subsequent breach of the same or any other covenant, term, or condition. No implication or rule of construction may be utilized based upon the identity of the Party drafting this Agreement.

C. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained therein, and no agreement will be effective to change, modify, or terminate this Agreement in whole or in part unless such agreement is in writing and duly signed by the Party against whom enforcement of such change, modification, or termination is sought.

D. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected.

E. The terms, provision, and covenants contained in this Agreement will inure to the benefit of and be binding upon the Parties, and their respective successors, permitted assigns, and legal representatives.

F. All notices and other communications from one party to the others shall be addressed to the parties at the addresses given in the Interoperability Agreement, as they may be amended from time to time in accordance with the Interoperability Agreement.

G. Each Party acknowledges that the person executing this Agreement on its behalf is duly authorized and empowered to execute this Agreement as a binding and enforceable act of such Party.

H. Upon the execution of this Agreement by any two or more Parties this Agreement shall be deemed fully effective and operative with respect to those Parties.

IN WITNESS WHEREOF, the Parties to this Agreement have executed this Agreement by their duly authorized representatives to be effective as of the Effective Date set forth above.

NORTH TEXAS TOLLWAY AUTHORITY

Date of execution:

By: _____

Print name: _____

Print title: _____

HARRIS COUNTY

Date of execution:

By: _____

Print name: _____

Print title: _____

**CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

Date of execution:

By: _____

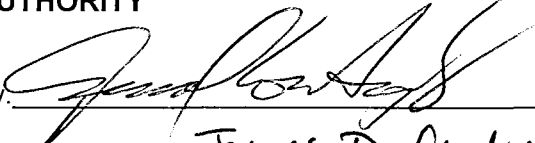
Print name: _____

Print title: _____

**FORT BEND GRAND PARKWAY TOLL ROAD
AUTHORITY**

Date of execution:

6/21/2017

By:  _____

Print name: James D. Cendrey, DDS

Print title: Chairman

THE STATE OF TEXAS

Date of execution:

By: _____

Print name: _____

Print title: _____

KANSAS TURNPIKE AUTHORITY

Date of execution:

By: _____

Print name: _____

Print title: _____

OKLAHOMA TURNPIKE AUTHORITY

Date of execution:

By: _____

Print name: _____

Print title: _____

EXHIBIT A

GUIDELINES

Refer to Attachment B of the Agreement Regarding Interoperability of Toll Systems and Transponders for logos.

EXHIBIT B

GUIDELINES

These Guidelines are a part of that certain Trademark License Agreement to which they are attached. Any term used in these Guidelines that is not expressly defined in these Guidelines has the meaning given to the term in the Trademark License Agreement.

- The registration symbol ® should be used with each Mark (whether a trademark [e.g., “TxTag®”] or a logo [e.g., ®]) at least once on any document, either in the most prominent place on the document or in the first place that the Mark appears.
 - In marketing materials, it is preferred that the registration symbol be used on each page of the document (particularly if it could stand alone)
- A Mark cannot be used by itself, with or without the registration symbol, as a noun or product
- If use of a trademark (e.g., “TxTag”) by itself (as a noun) is critical or significant to the message presented, then the logo or a tag graphic can be use in place of the trademark
- The trademark must be used as an adjective, and not a noun, and can be used as an adjective with the products and services that Licensee will offer; e.g., TxTag® tag, TxTag® stickers, TxTag® Customer Service Center, TxTag® Program, etc.
- The trademark should not be used in the plural or possessive forms (e.g., “TxTags” or “TxTag’s”)
- The following statement must be included in documents or visual media referencing a Mark:
 - e.g., TxTag and the TxTag logo are federally registered trademarks of the Texas Department of Transportation.
- The following statement must be recorded in any audio media referencing a mark:
 - [Mark] is a federally registered trademark of [the Mark’s Licensor].