

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

RESOLUTION NO. 20-054

**APPROVING AN AGREEMENT WITH KAPSCH TRAFFICCOM USA INC. FOR A
CONNECTED VEHICLE TEST PROGRAM**

WHEREAS, the Mobility Authority has received an unsolicited proposal from Kapsch TrafficCom USA, Inc. (Kapsch) to perform a demonstration project to test tolling applications for fixed rate and dynamically priced toll roads using connected vehicle technology, and traffic and road condition information/alert technology which is attached hereto as Exhibit A; and

WHEREAS, the Executive Director and Deputy Executive Director have determined that partnering with Kapsch on this demonstration project aligns with the goals of the Mobility Authority's 2018 Strategic Plan and serves a governmental purpose as further described in Exhibit B; and

WHEREAS, the Executive Director and Deputy Executive Director believe that this demonstration project has the potential to enhance toll collection, eliminate the need for toll gantries and related equipment, and dramatically improve the quality and timeliness of communications with Mobility Authority road users; and

WHEREAS, the Executive Director has negotiated the form of an agreement with Kapsch for the demonstration project which is attached hereto as Exhibit C; and

WHEREAS, the Executive Director requests that the Board of Directors approve Kapsch's unsolicited proposal and authorize him to finalize and execute an agreement with Kapsch for the demonstration project in the form or substantially the same form as is attached hereto as Exhibit C.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves the unsolicited proposal submitted by Kapsch TrafficCom USA, Inc. and authorizes the Executive Director to finalize and execute an agreement with Kapsch TrafficCom USA, Inc. for the demonstration project in the form or substantially the same form as is attached hereto as Exhibit C.

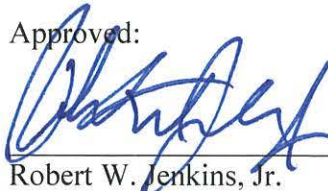
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of August 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



Robert W. Jenkins, Jr.
Chairman, Board of Directors

Exhibit A

Central Texas Regional Mobility Authority
Tracie Brown, Director of Operations
3300 North IH-35, Suite 300
Austin, TX 78705 USA

Sender | Lisa Gauger
Phone | 512-435-9697
Email | Lisa.Gauger@kapsch.net
Date | 04-August-2020

Re: Kapsch IBTTA Connected Vehicle Demo

Dear Tracie Brown,

Kapsch TrafficCom USA, Inc (Kapsch) is pleased to offer this proposal to furnish the Central Texas Regional Mobility Authority (CTRMA) for the above referenced project as detailed below.

1. PROJECT DESCRIPTION

Kapsch proposes to partner with the Mobility Authority on a demonstration project to test tolling applications for fixed rate and dynamically priced toll roads using connected vehicle (CV2X) technology, and traffic and road condition information/alert technology. This project will: 1) test and demonstrate reliability and accuracy of: 1) a CV2X based tolling system using connected vehicle Roadside Units (RSUs) and vehicles equipped with connected vehicle Onboard Units (OBUs), and 2) of message/alert capabilities related to traffic and road conditions.

2. WORK AND EQUIPMENT INCLUDED

Kapsch will furnish and install two (2) Kapsch RIS 9260 Dual-Mode (CV2X/DSRC) roadside units (RSUs) and peripheral equipment, and perform a baseline demonstration plan as shown in [Figure 4](#). As shown in Figure 1 the RSUs will be installed on existing toll gantries and power supply and cellular communication equipment will be placed in existing cabinets. Kapsch will select potential OEM and other suppliers to supply the connected vehicles equipped with Onboard Units including the interface to driver.

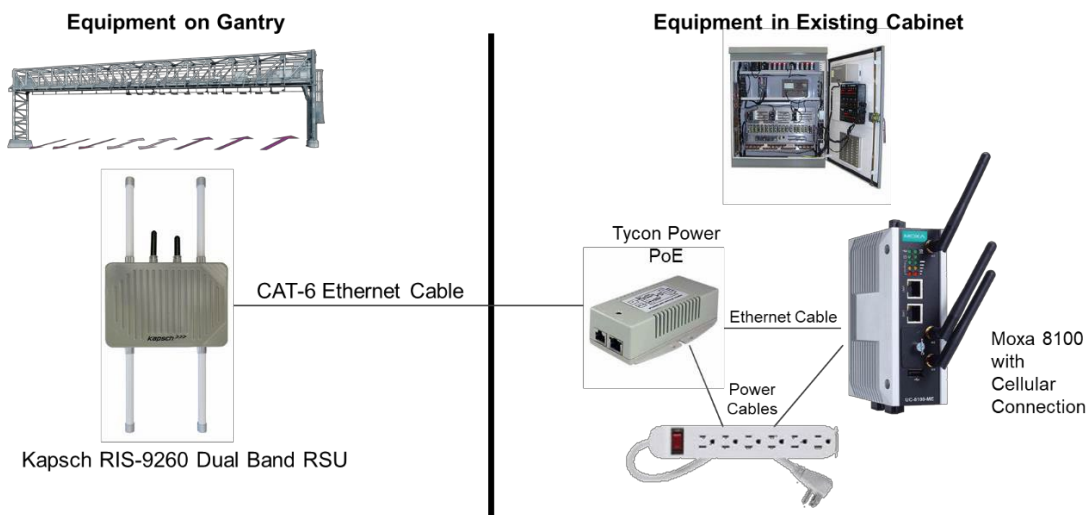


Figure 1. Equipment to be Installed

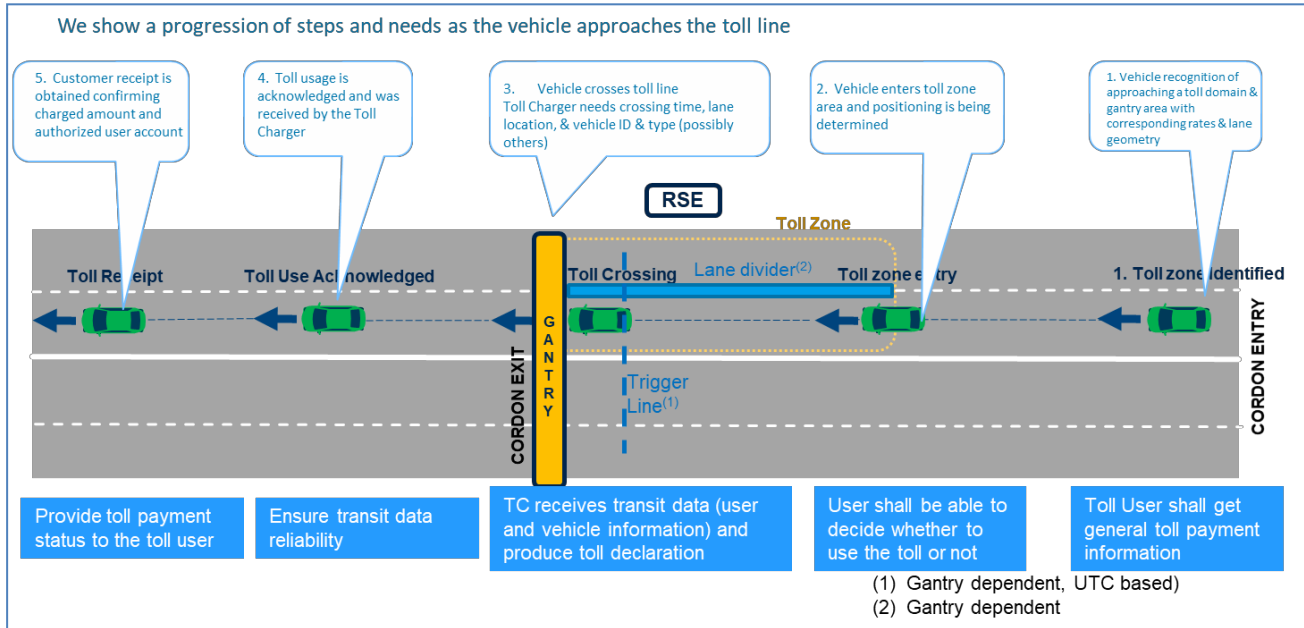


Figure 4. Demonstration Plan

3. LOCATIONS

The proposed scope of work will be deployed on the following project:

- 45SW Toll Facility for CTRMA in Austin, TX (Figure 2)
- MoPac Express Lane for CTRMA in Austin, TX (Figure 3)

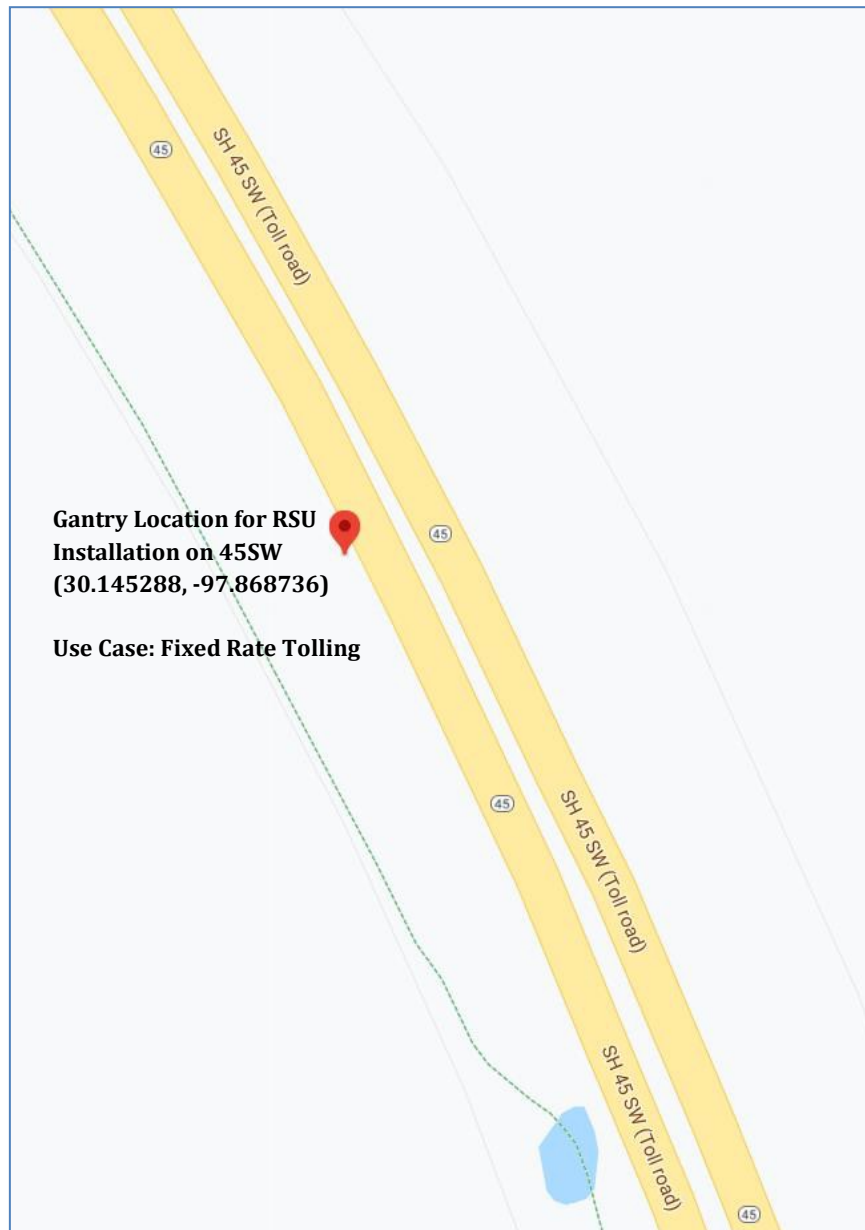


Figure 2. RSU Location on 45SW

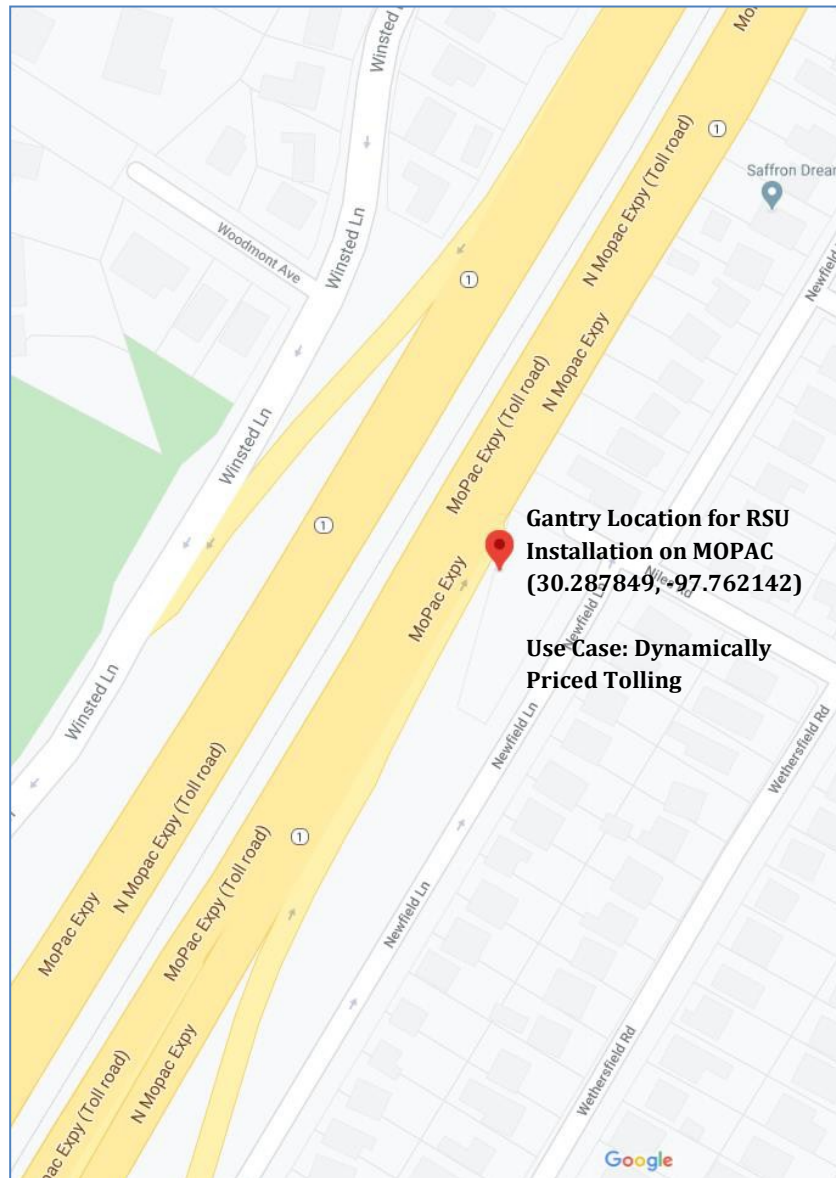


Figure 3. RSU Location on MOPAC Express Lanes

4. PERMITTING

Kapsch will obtain any permits, if applicable, from the agencies that have jurisdiction, including FCC licenses necessary to operate the RSU.

5. INSTALLATION AND REMOVAL

All work and equipment will be performed and installed by Kapsch, subject to the oversight and approval by CTRMA. Kapsch will also be responsible for the removal of the equipment at the conclusion of the project and repair of any damage.

6. OPERATIONS AND MAINTENANCE

Kapsch is responsible for operating and maintaining the RSU and peripheral equipment during the project. If the RSUs and peripheral equipment cease to function for any reason, Kapsch will make a request to the CTRMA for any access to the site required for the purposes of repairing or maintaining the equipment.

7. DATA COLLECTION AND SHARING

The proposed RSU and peripheral equipment communications will operate by wireless modem and remain unconnected to CTRMA network. Kapsch will obtain data by direct wireless communication with the RSU and peripheral equipment. Kapsch agrees to share toll transaction and BSM data collected from the connected test vehicles during the project. Kapsch will request from the CTRMA toll transaction data recorded by the CTRMA toll system of connected test vehicles during the term of the project to validate test results.

8. COMMUNICATION AND EDUCATION

Kapsch will coordinate with the CTRMA to develop communication plans, as applicable, for professional organizations and the public media throughout the term of the project.

9. DELIVERABLES

During this project, Kapsch is expected to produce the following deliverables:

- Communication plan
- Monthly project updates
- White paper, including transaction information (e.g., location, message/alert), summarizing test methodology, analyses and results.

10. MILESTONES

Milestones for this pilot include:

- Installation of RSUs and peripheral equipment
- Demonstration and testing of tolling applications for fixed rate and dynamically priced toll roads using connected vehicle (CV2X) technology
- Demonstration and testing of CV2X-based tolling service
- Removal of RSUs and peripheral equipment
- Agreement close-out

11. PRICING BREAKDOWN

Kapsch is proposing this demo at no cost to CTRMA.

12. WORK NOT INCLUDED

The following listing of "Work Not Included" is intended as further clarification regarding the Kapsch proposed offering.

- A. Excludes ongoing System Maintenance and support of the ITS devices beyond what is stated in the "Work Included" section.
- B. Performing any configuration, programming and startup of any devices that are not specifically noted above in the "Work Included" section.
- C. Furnishing any hardware or any additional software unless stated otherwise in the

- "Work Included" section.
- D. Performing any services in the capacity of a licensed Professional Engineer unless specifically stated otherwise in the "Work Included" section.
 - E. Providing any submittal data, drawings, manuals, reports, test data or record documentation other than the deliverables listed above in the Work Included section.
 - F. Installation of any equipment unless stated otherwise in the Work Included section.
 - G. Testing of any devices, subsystems, or systems not listed above in the Work Included section.
 - H. Any other system not expressly stated in Work Included Section.

Kapsch appreciates this opportunity to submit this proposal. Should you have any questions regarding our proposal, please contact the undersigned.

Kapsch TrafficCom USA, Inc.



Lisa Gauger
Project Manager, Central Region, North America

cc: Don Hicks, VP Sales; Tim Duke, Maintenance Manager; Steve Sprouffske; Imran Inamdar

Exhibit B

Government Purpose

INTRODUCTION

The Kapsch TrafficCom USA (Kapsch) Connected Vehicle Demo (“program”) tests and demonstrates the viability of Connected Vehicle Roadside Units (RSU) and vehicles equipped with Connected Vehicle Onboard Units (OBU) to accurately detect and assess tolls to vehicles traveling on Central Texas Regional Mobility Authority (Mobility Authority) toll facilities. Under this program, Kapsch intends to temporarily install Kapsch RSUs at two toll gantry locations - one on the Mopac Express Lanes and another on 45SW. Kapsch’s initial original equipment manufacturer (OEM) partner, Ford Motor Company, will supply test vehicles, equipped with advanced connected vehicle OBUs to travel the two corridors and test the ability of the temporary RSU system to identify each unique test vehicle and assign a correct toll charge to each trip. These field tests will be validated against toll collection information from the existing Mobility Authority toll system to evaluate the accuracy and capability of the system to correctly assess tolls to connected vehicles.

PROGRAM PURPOSE

The program will provide valuable data as to the feasibility of RSUs to serve as toll collection devices. The data will also assist the Mobility Authority in planning for the expansion of connected vehicle technologies and guide planning of future toll operations, system integration needs, toll collection policies, and toll infrastructure maintenance. The Mobility Authority will evaluate the performance of connected vehicle technology and its current and future value to the Authority, including limited permanent installations of RSUs on its facilities.

In addition to the benefits listed above, the program will deliver supplemental evidence of the messaging capabilities afforded by RSUs to promote road safety and awareness by providing travelers with information about unique driving conditions, events, or alerts as well as collect valuable data from vehicles utilizing the toll facilities. Viability in these areas could further reduce the Mobility Authority’s infrastructure costs by mitigating the need for expensive variable message signs to communicate with travelers and decrease related maintenance costs.

PROGRAM STRATEGIC ALIGNMENT

This program aligns with the following strategic goals and strategies outlined in the *Mobility Authority 2018 Strategic Plan*:

- *Deliver Multi-Faceted Mobility Solutions*
 - Incorporate additional features into our infrastructure and operations to maximize available capacity and enhance personal mobility, including traffic and incident management, vehicle connectivity, safety elements, special aesthetics, enhanced landscaping, and other added-value benefits.

- *Invest in Efforts that Extend Beyond Roadways*
 - Partner with organizations that provide information and technology solutions that incentivize adoption of smarter commuting habits.
- *Explore and Invest in Transformative Technology and Adopt Industry Best Practices*
 - Explore the incorporation of smart-road technology for enhanced safety and operations, including wrong-way driver detection and prevention, automatic vehicle identification (AVI), and dark fiber.
 - Prepare our transportation corridors for the eventual shift to AV/CV technology.
- *Deliver on Commitments to Our Customers and Our Investors*
 - Analyze costs from a long-term sustainability perspective.
 - Increase efficiency of roadway, traffic, and toll operations.

GOVERNMENT PURPOSE

Therefore, goals – as they relate to a government purpose – of this program include:

- a.) testing of the capability of RSUs to deliver vehicle connectivity toll solutions in addition to the expected safety and traffic and incident management benefits;
- b.) guiding the planning efforts of toll operations and decisions to expand the implementation of RSUs across the Mobility Authority system and the investment in this transformative technology and prepare our roadways for emerging connected vehicles;
- c.) delivering on the promise to partner with other organizations to develop and provide innovative technology solutions; and
- d.) evaluating potential reductions to our long-term costs and facilitating toll operations efficiencies to serve our stakeholders.

Exhibit C

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

**AGREEMENT FOR
TECHNOLOGY TESTING ON
MOBILITY AUTHORITY FACILITIES**

THIS AGREEMENT (the "Agreement") is made by and between the Central Texas Regional Mobility Authority, a political subdivision of the State of Texas, hereinafter called the "Mobility Authority" or "CTRMA" and Kapsch TrafficCom USA, Inc., a _____ corporation ("Kapsch").

WITNESSETH

WHEREAS, the Mobility Authority owns and operates tolled and non-tolled highways and other transportation facilities located in Travis and Williamson Counties, Texas, for public use and benefit; and

WHEREAS, the Mobility Authority' 2018 Strategic Plan identified the delivery of multi-faceted mobility solutions (including enhanced vehicle connectivity), pursuit of investment in efforts that extend beyond roadways, and exploration of investments in transformative technology (including smart road technology) as objectives the Mobility Authority should pursue; and

WHEREAS, Kapsch has submitted an unsolicited proposal to the Mobility Authority requesting the use of Mobility Authority facilities to test certain equipment and technology that could, if successful, enhance toll collection, potentially eliminate the need for toll gantries and related equipment, advance the ability of communication between Mobility Authority infrastructure and road-user vehicles, and lead to more cost-effective Mobility Authority operations; and

WHEREAS, Kapsch has requested permission from the Mobility Authority to use 45 Southwest and the Mopac Express Lanes (the "Test Facilities") to conduct the testing described above; and

WHEREAS, such testing would be conducted in a manner which preserves the safety and convenience of the traveling public and the integrity of Mobility Authority facilities and right of way; and

WHEREAS, the Mobility Authority supports efforts to improve technology which may benefit its operations;

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and Agreements of the parties hereto, it is agreed as follows:

**ARTICLE I
PROPOSAL**

Kapsch's description of the use of Mobility Authority property, including the Test Facilities, the nature of the testing activity, the placement of people and equipment that will be present on Mobility Authority property, and the deliverables to be received by the Mobility Authority is set forth in the Kapsch proposal attached hereto as Attachment A ("Proposal"). Kapsch agrees to be bound by the Proposal, provided that no work may be advanced until a notice to proceed is issued pursuant to Article III below.

**ARTICLE II
LIMITATION ON SCOPE OF USE**

It is expressly understood that the Mobility Authority does not purport hereby to grant any right, claim, title, or easement in or upon any Mobility Authority property, including without limitation the Test Facilities. Approval of this Agreement by the Mobility Authority does not constitute approval by or on behalf of any other entity, and Kapsch acknowledges that use of or access to any property other than that provided for herein is beyond the scope of this Agreement. Furthermore, the Mobility Authority reserves the right to terminate this Agreement in the event that it determines, in its sole discretion, that the testing activity is not an appropriate use of Mobility Authority property.

**ARTICLE III
EFFECTIVE DATE & TERM**

This Agreement becomes effective when signed by the last party who's signing makes the Agreement fully executed and shall terminate one year therefrom. Notwithstanding the date the Agreement becomes effective, no work may be undertaken on the Test Facilities or any other Mobility Authority property until the Mobility Authority has issued a notice to proceed, which shall only be given following the submission by Kapsch of a detailed plan for accessing and using the Test Facilities, the date(s) and duration for the use of the Test Facilities, the nature of the testing activities, and a schedule for sharing the results with the Mobility Authority. Approval of the detailed plan and issuance of a notice to proceed shall be at the sole discretion of the Mobility Authority.

**ARTICLE IV
REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION**

The Mobility Authority represents and warrants that it will make reasonable efforts to avoid any infringement of intellectual property rights belonging to Kapsch, by protecting Kapsch data in accordance with Article XIV, and to use said data in a manner consistent with Attachment A and this Agreement.

KAPSCH AGREES TO INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY, ITS OFFICERS, ITS AGENTS, CONTRACTORS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS AND FROM ALL LIABILITY AND DAMAGES FOR ANY AND ALL INJURIES OR DAMAGES SUSTAINED BY ANY PERSON OR PROPERTY AS A CONSEQUENCE OF THE ACTIVITY DESCRIBED IN ATTACHMENT A AND ANY RELATED ACTIVITY BY KAPSCH OR ITS AGENTS, INDEPENDENT CONTRACTORS, OR OTHERS ACTING ON ITS BEHALF OR

PARTICIPATING IN THE ACTIVITY DESCRIBED ON ATTACHMENT A TO THE EXTENT ANY SUCH SUITS, ACTIONS, CLAIMS OR OTHER LIABILITIES ARE CAUSED BY AN ACT, OMISSION, NEGLIGENCE OR MISCONDUCT OF KAPSCH. KAPSCH SHALL FURTHER INDEMNIFY THE MOBILITY AUTHORITY AND ACCEPT RESPONSIBILITY FOR ALL DAMAGES OR INJURY TO PROPERTY OF ANY CHARACTER OCCURRING DURING THE PROSECUTION OF THE ACTIVITY RESULTING FROM ANY ACT, OMISSION, NEGLIGENCE OR MISCONDUCT ON THE PART OF KAPSCH OR ITS AGENTS, INDEPENDENT CONTRACTORS, OR OTHERS ACTING ON ITS BEHALF OR PARTICIPATING IN THE ACTIVITY DESCRIBED ON ATTACHMENT A IN THE MANNER OR METHOD OF EXECUTING THE ACTIVITY. KAPSCH ASSUMES ALL COSTS ASSOCIATED WITH OR BECAUSE OF THIS AGREEMENT.

THE MOBILITY AUTHORITY, HAVING THE LEGAL RIGHT TO OCCUPY MOBILITY AUTHORITY PROPERTY, IS NOT RESPONSIBLE OR LIABLE FOR DAMAGES TO THE PROPERTY OR OPERATIONS OF KAPSCH, OR ANY ORIGINAL EQUIPMENT MANUFACTURER (“OEM”) PARTICIPATING IN THE ACTIVITY DESCRIBED ON ATTACHMENT A AND WHOSE IDENTITY AS A PARTICIPANT HAS BEEN PREVIOUSLY DISCLOSED TO THE MOBILITY AUTHORITY, EXCEPT FOR ANY DAMAGES RESULTING FROM THE MOBILITY AUTHORITY’S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT. KAPSCH ACKNOWLEDGES THAT UTILITY INSTALLATIONS OWNED BY OTHERS EXIST IN THE MOBILITY AUTHORITY PROPERTY. KAPSCH SHALL SAVE HARMLESS THE MOBILITY AUTHORITY FROM ANY AND ALL SUITS OR CLAIMS RESULTING FROM DAMAGE TO ANY UTILITY INSTALLATION DUE TO THE ABOVE REFERENCED ACTIVITY WHERE SAID SUITS OR CLAIMS ARISE FROM AN ACT, OMISSION NEGLIGENCE OR MISCONDUCT OF KAPSCH OR ITS AGENTS, INDEPENDENT CONTRACTORS, OR OTHERS ACTING ON ITS BEHALF OR PARTICIPATING IN THE ACTIVITY DESCRIBED ON ATTACHMENT A.

**ARTICLE V
RESTORATION OF PROPERTY**

Kapsch will avoid or minimize damage on or outside of the Test Facilities to be used pursuant to this Agreement and any other property affected by the activity described herein. Kapsch will, at its own expense, restore or repair damage occurring on or outside Mobility Authority property, including but not limited to gantries, cabling, cameras, computers, overhead signs, signs, traffic signals, etc., to a condition equal to or better than that existing before the testing, and restore the natural and cultural environment in accordance with federal and State laws and Mobility Authority standards, including landscape and historical features. Any actual and verifiable costs incurred by the Mobility Authority for repairs to the Mobility Authority property, for the removal of debris or equipment left behind, or for any other necessary restoration work as a result of the activity will be billed to Kapsch at cost (which shall include costs associated with Mobility Authority employees as well as third-party costs). Kapsch shall make full and complete payment to the Mobility Authority within sixty-five (65) calendar days from receipt of Mobility Authority's written notification. Payments not received within sixty-five (65) days of Kapsch's receipt of an invoice therefor shall accrue interest at the rate of

twelve percent (12%) per annum or the maximum rate allowed by law, whichever is less. The provisions of this section shall not apply to reasonable wear and tear.

ARTICLE VI COMPLIANCE WITH LAWS

Kapsch's performance shall be in compliance with all federal, State, and local laws, ordinances, and regulations, as well as Mobility Authority Policies, including but not limited to, the Endangered Species Act of 1973, 16 USC Section 1531 et seq., and the regulations thereunder as amended; the Texas Department of Transportation ("TxDOT") erosion and sedimentation control standards and TxDOT Vegetation and Management Standards, which may in any way regulate or control the activity; and all State and federal environmental laws and any conditions required by the Mobility Authority to protect the environment.

ARTICLE VII OTHER APPROVALS REQUIRED

Kapsch shall be responsible for obtaining any necessary approval, permit, or other documentation required from any other entity to allow for performance of the testing activities ("Approval"). If any Approvals are required, copies shall be provided to the Mobility Authority prior to beginning any work authorized herein. Failure to obtain or provide any Approval shall result in termination of this Agreement.

ARTICLE VIII TRAFFIC CONTROL

The Parties do not anticipate that the use of the Test Facilities as provided for in this Agreement will require any lane closures or will otherwise impede or impact traffic flow and/or toll collection operations ("Traffic Impacts"). In the event that there will be any Traffic Impacts, Kapsch will be responsible for submitting a traffic control plan to the Mobility Authority for its approval prior to initiating any activities that will result in any type of Traffic Impact. Approval of any traffic control plan shall be at the Mobility Authority's sole discretion.

ARTICLE IX INSURANCE

Prior to the Mobility Authority issuing a notice to proceed, Kapsch must provide the Mobility Authority with a "Certificate of Insurance" showing the Mobility Authority as an additional insured for Comprehensive General, Automobile and any Excess/Umbrella Liability policies utilized to meet the requirements herein, providing coverage at the following levels:

- a) Workers Compensation, providing statutory benefits, and Employers Liability with limits of \$1,000,000.
- b) Comprehensive General Liability, including products/completed operations liability and contractual liability, in the amount of \$2,000,000 per occurrence for bodily injury and property damage.

c) Automobile Liability insurance in the amount of \$2,000,000 per occurrence for bodily injury and property damage.

d) Excess liability insurance in the amount of \$1,000,000 per occurrence and aggregate.

The certificate shall include a waiver of all rights of subrogation against the Mobility Authority and that coverage shall not be modified or cancelled without thirty (30) days written notice. The required insurance must be maintained for the duration of this Agreement and must cover any obligations hereunder following termination of this Agreement.

ARTICLE X TERMINATION

This Agreement shall terminate on the earlier of the expiration of the term provided for in Article III or the final date of Kapsch's use of the Test Facilities and other Mobility Authority Property as specified in Attachment A, unless terminated by the Mobility Authority for reasons of its own and not subject to mutual consent of Kapsch.

The termination of this Agreement shall extinguish all rights, duties, and obligations of the Mobility Authority and Kapsch except for those set forth in Article IV and V, which shall survive the termination hereof. Prior to termination of this Agreement, Kapsch shall vacate the Test Facilities and other Mobility Authority property and restore it to the original condition in a manner described herein, reasonable wear and tear excepted.

ARTICLE XI SOLE AGREEMENT, AMENDMENT REQUIRED

This Agreement constitutes the sole and only Agreement between the parties hereto and supersedes any prior understandings and/or written or oral Agreements between the Mobility Authority and Kapsch with respect to the subject matter hereof. Any changes in the time frame, character, or responsibilities of the parties shall be enacted by a written amendment executed by the Mobility Authority and Kapsch.

ARTICLE XII DISPUTES

Should disputes arise between the parties regarding the obligations and responsibilities established herein, the Mobility Authority's decision shall be final and binding. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The Parties acknowledge that venue is proper in Travis County, Texas, for all disputes arising hereunder and waive the right to sue and be sued elsewhere.

ARTICLE XIII SEVERABILITY

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall

not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE XIV OWNERSHIP OF TEST RESULTS

“Confidential” means all nonpublic information concerning the Proposal or relationship between the parties, as disclosed by either party, its affiliates or agents (collectively, the “Disclosing Party”) to the other party, its affiliates or agents (collectively, the “Receiving Party”) that is designated as confidential as provided below.

If Confidential information is disclosed in non-tangible form, the Disclosing Party shall confirm in a writing delivered to the Receiving Party within thirty (30) days of the disclosure that such information is Confidential.

Kapsch shall retain any and all rights to the results of the testing described in Attachment A. Kapsch shall provide a report in the form of a white paper to the Mobility Authority no later than sixty (60) days after the testing activity ceases. The white paper shall summarize the testing results and shall, at a minimum, include the information described in Attachment A, including without limitation, the information described in Section 9 thereof. Nothing in this Agreement shall convey to the Mobility Authority property rights of any kind or divest Kapsch of its exclusive ownership of the results, provided that the Mobility Authority shall not be restricted in its right to use or publicly disclose the white paper. The Mobility Authority shall have the right to publicly discuss and/or disclose the testing activity and the results thereof (in addition to what is included in the white paper), provided that it shall not disclose any information designated Confidential by Kapsch and conspicuously labeled or subsequently reported as such. In the event the Mobility Authority desires to include information concerning the testing activity and the results thereof in publications or other written material for distribution at governmental or public-facing conferences, it shall label all publications and written material with proper branding for Kapsch and any OEM partner participating in the testing activity.

Kapsch understands and agrees that the Mobility Authority is subject to the Texas Public Information Act. Notwithstanding the foregoing, if any of the materials submitted by Kapsch to the Mobility Authority are clearly and prominently labeled "Trade Secret" or "Confidential" by Kapsch, or subsequently reported as Confidential, the Mobility Authority will endeavor to advise Kapsch of any request for the disclosure of such materials prior to making any such disclosure to any entity for any purpose. Under no circumstances, however, will the Mobility Authority be responsible or liable to Kapsch or any other person for the disclosure of any such labeled materials if the disclosure is required by law, or court order, or occurs through inadvertence, mistake or negligence on the part of the Mobility Authority.

In the event of a request concerning the disclosure of any material marked by Kapsch as "Trade Secret" or "Confidential," the Mobility Authority shall notify Kapsch of the request and retain the material until otherwise ordered by a court or the Office of the Texas Attorney General, and Kapsch shall be fully responsible for otherwise prosecuting or defending any action concerning the release of the materials at its sole cost and risk; provided, however, that the Mobility Authority

reserves the right, in its sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable.

**ARTICLE XV
NOTICES**

All notices to either party by the other required under this Agreement shall be (a) delivered personally, (b) sent by certified mail, return receipt requested, (c) sent via electronic mail with read receipt, or (d) sent via U.S. mail, with delivery receipt requested, addressed to such party at the following addresses:

For the Mobility Authority:

Central Texas Regional Mobility Authority
Attn: Mike Heiligenstein, Executive Director
3300 N. IH 35, Suite 300
Austin, Texas 78705
t: 512-996-9784

For Kapsch:

Kapsch TrafficCom USA, Inc.
Attn: Steve Sprouffske
8201 Greensboro Drive, Suite 1002
McClean, Virginia 22102
t: 760-525-5454

With a copy to:

CTRMA General Counsel
Attn: Geoff Petrov
3300 N. IH 35, Suite 300
Austin, Texas 78705
t: 512-450-6313

All notices shall be deemed given on the date so delivered. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

**ARTICLE XVI
SIGNATURE WARRANTY**

The undersigned signatory for Kapsch represents and warrants that they are an officer of the company and that they have the full and complete authority to enter into this Agreement on behalf of Kapsch.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed on the dates shown.

THE MOBILITY AUTHORITY

KAPSCH TRAFFICCOM USA, INC.

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: _____
Signature

Name: _____

Title: _____

Date: _____

By: _____
Signature

Name: **Mike Heiligenstein**

Title: **Executive Director**

Date: _____

Attachment A
KAPSCH PROPOSAL

[insert proposal prior to execution]