

EZ TAG AGREEMENT

This EZ TAG Agreement is made by and between Harris County ("HCTRA") and the HCTRA EZ TAG Account holder (our valued "Customer"). As part of this agreement, HCTRA provides Customers with access to HCTRA community toll roads as provided for by this EZ TAG Agreement. As added value to our Customer, HCTRA has negotiated certain partnerships with other facilities that may have special instructions, requirements, or exclusions. Information may be transferred for the purposes of collecting applicable tolls and fees. Use of an EZ TAG Account for products or services at HCTRA or any HCTRA-partnered entity indicates Customer's agreement to abide by the rules and regulations of this EZ TAG Agreement and those of partnering entities.

Don't wait in line! To contact HCTRA for your convenience, or for fulfillment of these EZ TAG Agreement requirements, HCTRA provides 24-hour on-line access to your account tools via www.hctra.org. Other convenient options include visiting storefront locations, calling 281-875-EASY (3279) Mon-Sat during posted business hours and via regular mail addressed to 7701 Wilshire Place Drive / Houston, TX 77040.

To provide optimal service and safety to our Customer, we both further agree to the following:

General "Rules of the Road" for Your EZ TAG Account

Customer agrees to maintain a HCTRA EZ TAG Account in good standing, which means to maintain current license plate information and a valid payment method.

Customer agrees to use dedicated EZ TAG lanes to enter, ride, or exit the toll road. When Customer uses a non-EZ TAG lane, Customer understands and agrees to pay the cash toll rate and the Customer's EZ TAG Account will not be charged.

Customer agrees to **activate, mount and display** the EZ TAG (as applicable) in accordance with instructions provided by HCTRA. EZ TAG fees are non-refundable. EZ TAGs are not transferrable from one vehicle to another. **NOTE:** Customers with non-tagged accounts will manage vehicles according to the HCTRA file exchange program and are subject to all other parts of this agreement. Customer agrees to **mount and display** the vehicle license plate so as to avoid any obstruction of the plate (be aware of trailer hitches and plate frames) and in accordance with State law.

To ensure safety, our Customer shall comply with all applicable traffic laws, posted speed limits when approaching or passing through EZ TAG lanes, and shall come to a complete stop prior to passing through any gated EZ TAG lanes.

Customer agrees to inform HCTRA of changes in information that impact the EZ TAG Account, immediately notifying HCTRA of changes in address, contact, ownership, payment, vehicle, and/or license plate information **before** using HCTRA or HCTRA-partnered facilities.

Our Customer shall be fully responsible for all charges arising from the use of the EZ TAG Account. HCTRA agrees to provide timely deactivation of an EZ TAG Account or its associated EZ TAGs/license plates (as applicable) upon the request of the Customer. Charges will continue to accrue and be the responsibility of the Customer until a change in status (i.e. lost, stolen, etc.) has been made.

Use of dedicated EZ TAG lanes by a non-EZ TAG Account holder, or a Customer whose EZ TAG Account is not in good standing, violates State Law (Transportation Code 284.070 – Failure/Refusal to Pay Toll) and will result in a violation. Violating vehicles and license plates are automatically photographed by cameras at the toll plazas, and photographs will be used for prosecution of violations. An Unpaid Toll / Violation notice, including the assessed toll and any associated administrative fees, will be sent with the accompanying photograph(s) to the registered owner.

EZ TAG Account Customer is eligible for no more than one (1) violation administrative fee waiver/reduction in 365 day period **upon request**. For updated Violation Fee Waiver/Reduction Policy information, refer to our website at www.hctra.org. For purposes of this Agreement, toll rates associated with waivers may be higher than the EZ TAG rates. See www.hctra.org for published rates.

HCTRA provides our valued Customers with the right to protest a toll charge, a toll charge amount, or any other fee within ninety (90) days of the transaction posting to the EZ TAG Account.

Customer may not avoid violation fees or charges by opening a new account when Customer already has an account, or by closing an existing EZ TAG Account and opening another one.

The fact that a toll lane does not have a gate, or that a gate arm is locked in an 'up' position, is no indication that a toll is not required or that a toll will not be charged.

Customer may be required to replace an EZ TAG transponder if HCTRA determines that the transponder is not functioning properly as indicated by the number of toll transactions being charged by license plate reads. After thirty (30) days' notice to Customer, HCTRA may charge Customer a rate higher than the original toll amount. See www.hctra.org for published rates.

Companies with large and/or changing inventories may qualify for a customized EZ TAG Account program.

Customer authorizes HCTRA to disclose account information to its interoperability partners in order to post non-HCTRA toll transactions to customer's EZ TAG Account.

Maintaining a Pre-Paid EZ TAG Account

There are two ways to maintain a pre-paid EZ TAG Account: authorizing HCTRA to automatically (A) charge Customer's credit/debit card, or (B) debit Customer's banking account via electronic funds transfer (hereinafter referred to as "EFT"). Customer must adopt and maintain one of these methods so that Customer's EZ TAG Account always has a valid payment method associated with it. Failure to do so can result in toll violations.

EZ TAG Accounts with a credit/debit card or EFT have the following requirements: a minimum prepayment deposit of \$40.00 per each set of up to three (3) vehicles shall be charged against the credit/debit card or bank account on file. When the EZ TAG Account falls at or below one-fourth (¼) of the pre-paid deposit, a charge equivalent to the pre-paid deposit amount (plus any negative balance) shall be automatically placed against the credit/debit card or bank account on file. Minimum deposit balances for these EZ TAG Accounts are \$40.00 per each set of up to three (3) vehicles. Example:

Number of Vehicles:	Pre-paid Deposit	Balance at which Replenishment Required ¼ of Deposit
1 – 3	\$ 40.00	\$ 10.00
4 – 6	\$ 80.00	\$ 20.00
7 – 9	\$ 120.00	\$ 30.00
etc.	Max \$ 600.00 (or optional higher balance)	Max \$ 300.00 (or ¼ of optional higher balance)

Customer agrees to provide credit card updates to maintain an active account. HCTRA will utilize credit card issuer's updates where applicable. If the primary credit card charge fails, the secondary credit card (if on file) will be charged. If the primary card fails after 3 consecutive attempts, it will be deactivated on the EZ TAG Account and the secondary card will become the primary credit card. If there is no secondary credit card on file, the EZ TAG Account will not have a payment form associated.

A \$30.00 fee applies to each rejected EFT. If an EFT charge fails after (a) three consecutive attempts, or (b) three times in a twelve month period, a credit card **will be required** as the primary form of payment.

It is our Customer's responsibility to maintain a pre-paid EZ TAG Account balance sufficient to cover all transactions. If HCTRA is unable to charge or debit Customer's authorized EZ TAG Account, and Customer's pre-paid EZ TAG Account balance falls below zero, HCTRA shall suspend the EZ TAG Account. Attempts to use an EZ TAG Account during suspension will result in a violation. An EZ TAG Account will remain suspended until violation issues are resolved and updated account information is received by HCTRA. If, for any reason, our Customer's pre-paid EZ TAG Account balance is insufficient to pay any amounts payable by Customer to HCTRA, and the EZ TAG Account is closed, the Customer will remain liable to HCTRA for such amounts.

Additional Charges & Fees

Customer agrees to pay charges equal to the applicable toll (as determined by vehicle classification and charged by HCTRA), which will be deducted from the pre-paid EZ TAG Account or the EZ TAG Account's associated form of payment each time an EZ TAG Account is used to obtain passage on toll roads through a toll collection area or at partnering toll facilities where an EZ TAG Account is an authorized form of payment.

Further, the following charges and/or fees (as set by the Harris County Commissioners Court) may apply:

- i) An EZ TAG Fee not to exceed \$15.00 per EZ TAG is required for each EZ TAG activation.
- ii) An additional processing surcharge per transaction, in addition to the applicable toll, if the Customer incurs tolls for a vehicle not registered with the Customer's EZ TAG Account at the time of the toll transaction, and our Customer wishes to apply these tolls to his/her EZ TAG Account, and/or the Customer incurs tolls for a vehicle registered with the Customer's EZ TAG Account which has either no active EZ TAG associated, or an active EZ TAG associated which is not being read by HCTRA equipment due to improper mounting or absence of the EZ TAG.

Termination of Agreement/Ownership of an EZ TAG Account

HCTRA or the Customer may terminate this EZ TAG Agreement at any time upon giving the other party written notice of the intent to terminate. It is the Customer's responsibility to confirm this notice has been received by HCTRA. Any unused portion of the pre-paid EZ TAG Account balance will be returned to our Customer within forty-five (45) business days from the date the EZ TAG Account is deactivated and closed by HCTRA. HCTRA may deactivate an EZ TAG Account for non-compliance of any terms contained in this EZ TAG Agreement. Continued attempted use of a deactivated EZ TAG Account will result in violations!

Miscellaneous

Customer acknowledges HCTRA has not made and expressly disclaims any representation or warranty, expressed or implied, relating to the EZ TAG Account or the systems/infrastructure (including EZ TAGs and/or license plates, as applicable) under which they operate, and without limitation, any implied or expressed warranty, merchantability, and/or fitness for a particular purpose or conformity to models or samples.

Customer agrees that, except as otherwise provided in this EZ TAG Agreement, HCTRA shall have no obligation or liability with respect to Customer's use of, or the performance of, an EZ TAG Account. Customer agrees to indemnify and hold HCTRA harmless from and against all damage, loss, cost, expense, or liability relating to, arising from, or because of the use of, or the performance of, the EZ TAG Account. This provision applies even if such obligation, liability, damage, loss, cost, or expense is attributable to the negligence or other fault of HCTRA.

It is expressly understood and agreed that Customer, by executing this EZ TAG Agreement, authorizes HCTRA to access Customer's designated Credit Card and/or Bank Account and make charges/EFTs against same. *Customer expressly understands and agrees HCTRA shall not be liable to Customer for any damages resulting from these actions, or Customer's or any other person's use of an EZ TAG Account. Additionally, HCTRA shall not be liable for (a) any incidental, indirect, special, or consequential damages, including but not limited to, loss of use, revenues, profits, or savings, even if HCTRA knew or should have known of the possibility of such damages or such damages are a result of negligence or other fault by or attributable to HCTRA, or, (b) claims, demands, or actions against Customer by any person, corporation, or other legal entity resulting from the use of an EZ TAG Account, EFT of Customer's bank account and/or charging of Customer's Credit Card. This provision applies even if such claims, demands or actions are a result of negligence or other fault by or attributable to HCTRA.*

HCTRA may change the terms of this EZ TAG Agreement at any time by providing written notice to Customer. If an EZ TAG Account is used after Customer receives notice of the new EZ TAG Agreement, then Customer shall be bound by the new terms. For purposes of this Agreement, Customer shall be deemed to have received notice 10 days after the notice is deposited with the United States Postal Service, or in any receptacle thereof, postage prepaid, addressed to Customer at the last address appearing on HCTRA's records.

Customer agrees to pay all costs, including attorney's fees, incurred by HCTRA in enforcing this Agreement.

This EZ TAG Agreement shall be binding upon and inure to the benefit of Customer and Customer's successors and assigns and HCTRA and its successors and assigns. Customer shall not be permitted to assign the obligations or benefits of this EZ TAG Agreement.

This EZ TAG Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue for any action hereunder shall be Harris County, Texas. Captions used in this EZ TAG Agreement have been inserted for convenience and for reference only and shall not be deemed to limit or define the text of this EZ TAG Agreement.

The provisions of this EZ TAG Agreement are severable; if any provision or part of this EZ TAG Agreement, or the application thereof, to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this EZ TAG Agreement and the application of such provision or part of this EZ TAG Agreement to other persons or circumstances shall not be affected thereby.