

**INTERLOCAL AGREEMENT BETWEEN
THE NORTH TEXAS TOLLWAY AUTHORITY
AND HARRIS COUNTY
REGARDING INTEROPERATIONS MODULE**

THIS AGREEMENT, by and between the **NORTH TEXAS TOLLWAY AUTHORITY** (the "NTTA"), a regional tollway authority, and **HARRIS COUNTY**, a body corporate and politic under the laws of the State of Texas, acting by and through **HARRIS COUNTY TOLL ROAD AUTHORITY** ("Harris County"), is to be effective as of the 4th day of August, 2003.

RECITALS

WHEREAS, the NTTA is a political subdivision of the State of Texas, organized and operating under and in accordance with the Regional Tollway Act, Chapter 366 of the Texas Transportation Code, acting by and through its Board of Directors;

WHEREAS, the Harris County Toll Road Authority ("HCTRA") is a division of the Public Infrastructure Department of Harris County, Texas, created and authorized under Chapter 284 of the Texas Transportation Code, acting by and through its Governing Board, the duly elected Commissioner's Court of Harris County, Texas;

WHEREAS, both the NTTA and Harris County operate turnpike projects within their respective service areas that utilize electronic toll collection systems that employ transponder devices to collect tolls from patrons; and

WHEREAS, the NTTA entered into an agreement (as modified and amended, the "RITE Agreement") with Electronic Transaction Consultants Corporation ("ETC"), a Texas corporation, under which ETC agreed to develop and implement for the NTTA a suite of electronic toll collection software modules known as the Regional Integrated Toll Enhancements (the "RITE System"); and

WHEREAS, as part of its services provided under the RITE Agreement, ETC has developed a computer software subsystem (the "Interoperations Module") for the RITE System that will, among other features, allow the NTTA's TollTag transponders to be operable on Harris County's toll road projects, such that tolls and fees assessed for the use of Harris County's

facilities by an NTTA TollTag patron can be billed to the TollTag patron's account with the NTTA;

WHEREAS, the NTTA has or will install the Interoperations Module within the turnpike projects operated by the NTTA which will allow Harris County's EZTag transponders to be operable on the NTTA's turnpike projects, such that tolls and fees assessed for the use of the NTTA's facilities by a Harris County EZTag patron can be billed to the EZTAG patron's account with Harris County;

WHEREAS, the NTTA is the owner of such Interoperations Module and ETC has been granted the exclusive right to market and sell such software;

WHEREAS, Harris County has contracted with ETC to have ETC install the Interoperations Module at HCTRA's facilities and integrate the Interoperations Module with HCTRA's toll collection system;

WHEREAS, HCTRA desires to obtain a license to use the Interoperations Module on the terms and conditions hereinafter set forth, and the NTTA is willing to grant such a license on said terms and conditions;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Harris County and the NTTA hereby agree as follows:

1. **Installation and Integration of Module.** The NTTA authorizes Harris County and ETC to proceed with the installation and integration of the Interoperations Module as part of HCTRA's toll collection system pursuant to a contract between Harris County and ETC. Harris County acknowledges and agrees that the NTTA shall not be responsible for any aspect of the installation or integration of the Interoperations Module, including, but not limited to, any lane controller modifications necessary for the proper operation of the Interoperations Module. Harris County expressly agrees that as between Harris County and the NTTA, Harris County solely shall be responsible for the proper installation and integration of the Interoperations Module; provided, however, that this provision shall not be deemed to limit any rights or remedies of Harris County against ETC in connection with the installation and integration of the Interoperations Module.

The NTTA agrees to install and integrate the Interoperations Module as part of the NTTA's toll collection system.

Harris County and the NTTA will install and operate the Interoperations Module as part of their respective toll collection system in accordance with the Peer-to-Peer/Interoperability Requirements (the "Interoperability Rules") which are hereby adopted by the NTTA and Harris County, a copy of which is attached hereto as Exhibit A and made a part hereof for all purposes. If either the NTTA or Harris County is not satisfied with test results after the initial installation and testing, then any party may terminate this agreement by giving 30 days' written notice to the other as provided below.

2. Agreement to Grant License. The NTTA authorizes ETC to grant to Harris County a non-exclusive and non-transferable license to use the Interoperations Module in accordance with the provisions of the End-User Software License Agreement (the "License Agreement") substantially in the form attached hereto as Exhibit B and made a part hereof for all purposes.

3. License Fees. Harris County shall pay to ETC the fees and/or royalties set forth in the License Agreement (the "License Fees"), in accordance with the terms of the License Agreement. Harris County shall not be obligated to make any payments to the NTTA, and the NTTA shall not be obligated to make any payments to Harris County.

4. Harris County's Disclaimer of Ownership. Other than as set forth in the License Agreement, Harris County hereby expressly disclaims any and all rights of ownership, as well as any and all proprietary or intellectual property rights to the Interoperations Module, Documentation (as defined in the License Agreement), or any copyrights, patents, or trademarks, embodied or used in connection therewith.

5. Harris County's Use of Interoperations Module. Harris County acknowledges and agrees that its Use (as defined in the License Agreement) of the Interoperations Module shall comply in all respects with the terms of the License Agreement and that Harris County's rights and obligations regarding the Interoperations Module shall be as set forth in the License Agreement. Harris County's rights and privileges under the license agreement are independent of the provisions of this interlocal agreement. Harris County intends to use such software in connection with the exchange of data with other entities and organizations and Harris County's

rights and privileges under the License Agreement shall not be affected by the termination of this interlocal agreement between the NTTA and Harris County.

6. **Interoperability Rules.** Upon the successful installation and integration of the Interoperations Module as part of Harris County's toll collection system, Harris County agrees to operate the interoperable components of its toll collection system in accordance with the Interoperability Rules; likewise, upon the successful installation and integration of the Interoperations Module as part of the NTTA's toll collection system, the NTTA agrees to operate the interoperable components of its toll collection system in accordance with the Interoperability Rules. The Interoperability Rules contain specific parameters that have been mutually agreed upon by Harris County and the NTTA and are derived from current business rules. Each party agrees to review such rules periodically and to modify such rules as their business needs change. No change in the Interoperability Rules will be effective until both parties have agreed to such changes.

7. **Physical network.** The NTTA and Harris County agree to establish point-to-point network connectivity with sufficient capacity to satisfy the requirements of the Interoperability Rules. The NTTA agrees to coordinate the initial procurement and installation of the dedicated circuit between Harris County and the NTTA. Harris County agrees to pay to the NTTA one-half of the reasonable and necessary monthly costs of the dedicated circuit, which cost shall be no more than \$400.00 per month for the first year of this agreement. The NTTA shall submit to Harris County two (2) copies of invoices showing the amounts due for such dedicated circuit in a form acceptable to the Harris County Auditor. Harris County shall pay each such invoice as approved by the County Auditor within twenty (20) calendar days after the County Auditor's approval of same. Invoices are due and payable net 30 days from receipt.

8. **Termination.** This Agreement may be cancelled by either party at any time with or without cause by giving to the other party thirty (30) days prior written notice of its intent to terminate. Such termination shall have no effect on the License Agreement granted to Harris County as set forth in Exhibit B; it being understood that such License Agreement and the use of the software by Harris County is independent of this interlocal agreement. Such termination shall release either party from any liability for events occurring prior to the date of the termination. (Inv.)
NOT

9. Notices to Harris County. All written notices, demands, and other papers or documents to be delivered to Harris County under this Agreement shall be delivered to the Harris County Commissioners Court, 1001 Preston, 9th Floor, Houston, Texas 77002, Attention: Clerk of Commissioners Court, or at such other place or places as it may from time to time designate by written notice delivered to the NTTA. For purposes of notice under this Agreement, a copy of any notice or communication to Harris County hereunder shall also be forwarded to the following address: Harris County Toll Road Authority, 330 Meadowfern, Suite 200, Houston, Texas 77067, Attention: Mr. Mike Strech, P.E., Director.

10. Notices to the NTTA. All written notices, demands, and other papers or documents to be delivered to the NTTA under this Agreement shall be delivered as follows, or at such other place or places as the NTTA may designate by written notice delivered to Harris County: if by courier, hand delivery, or overnight service, to: North Texas Tollway Authority, 5900 West Plano Parkway, Suite 100, Plano, Texas 75093, Attention: Mr. Rick Herrington, Assistant Executive Director; all other notices shall be delivered to: North Texas Tollway Authority, P.O. Box 260729, Plano, Texas 75026, Attention: Mr. Rick Herrington, Assistant Executive Director.

11. DISCLAIMER OF WARRANTIES. THE NTTA EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES AND REPRESENTATIONS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, CONCERNING THE INSTALLATION ON AND/OR INTEGRATION OF THE INTEROPERATIONS MODULE WITH HARRIS COUNTY'S TOLL COLLECTION SYSTEM, IT BEING EXPRESSLY AGREED AND UNDERSTOOD BY HARRIS COUNTY THAT WARRANTIES OR REPRESENTATIONS CONCERNING THE PROPER INSTALLATION AND INTEGRATION OF THE INTEROPERATIONS MODULE ARE SOLELY THE RESPONSIBILITY OF PARTIES OTHER THAN THE NTTA.

FURTHERMORE, EXCEPT AS EXPRESSLY SET FORTH IN THE LICENSE AGREEMENT, THE NTTA MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED

TO HARRIS COUNTY UNDER THIS AGREEMENT OR THE LICENSE AGREEMENT. THE NTTA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SUCH OTHER MATERIALS AND SERVICES PROVIDED UNDER OR IN CONNECTION WITH THE LICENSE AGREEMENT.

IN NO EVENT WILL THE NTTA BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE INTEROPERATIONS MODULE OR ANY MATERIALS OR SERVICES PERFORMED UNDER THIS AGREEMENT OR THE LICENSE AGREEMENT, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, EVEN IF THE NTTA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT BE DEEMED TO LIMIT RIGHTS OR REMEDIES OF HARRIS COUNTY AGAINST ETC IN CONNECTION WITH THE LICENSE AGREEMENT.

12. Relationship of the Parties. Nothing in this Agreement is intended to create, nor shall be deemed or construed by the parties or by any third party as creating, (1) the relationship of principal and agent, partnership or joint venture between Harris County and the NTTA or (2) a joint enterprise between Harris County, the NTTA and/or any other party. Without limiting the foregoing, the purposes for which Harris County and the NTTA have entered into this Agreement are separate and distinct, and there are no pecuniary interests, common purposes and/or equal rights of control among the parties hereto.

13. Successors and Assigns. This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties and their legal successors. Other than as provided in the preceding sentence, neither Harris County nor the NTTA shall assign, sublet or transfer its respective interests in this Agreement without the prior written consent of the other party to this Agreement, unless otherwise provided by law.

14. **Severability.** If any provision of this Agreement, or the application thereof to any entity or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other entities or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

15. **Written Amendments.** Any change in the agreement, terms and/or responsibilities of the parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by Harris County and the NTTA.

16. **Limitations.** All covenants and obligations of Harris County and the NTTA under this Agreement shall be deemed valid covenants and obligations of said entities, and no officer, director, or employee of Harris County or the NTTA shall have any personal obligations or liability hereunder.

17. **Sole Benefit.** This Agreement is entered into for the sole benefit of Harris County, the NTTA and their respective successors, and nothing in this Agreement 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, firm, corporation or other entity, including, without limitation, the public in general.

18. **Authorization.** Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement 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 Agreement. Each signatory on behalf of HCTRA and the NTTA, as applicable, represents that he or she is fully authorized to bind that entity to the terms of this Agreement.

19. **Governing Law.** The provisions of this Agreement shall be construed in accordance with the laws and court decisions of the State of Texas.

20. **Interpretation.** No provision of this Agreement 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.

21. Waiver. No delay or omission by either party hereto to exercise any right or power hereunder shall impair such right or power or be construed as a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

22. Entire Agreement. This Agreement and, when executed, the License Agreement, constitute 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 this Agreement or the License Agreement.

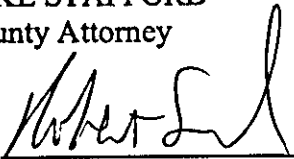
23. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one single agreement between the parties.

24. Headings. The article and section headings used in this Agreement are for reference and convenience only, and shall not enter into the interpretation hereof.

IN WITNESS WHEREOF, Harris County and the NTTA have executed this Agreement on the dates shown below, to be effective on the date listed above.

APPROVED AS TO FORM:

MIKE STAFFORD
County Attorney

By: 

ROBERT SOARD
Assistant County Attorney

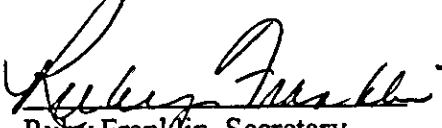
HARRIS COUNTY

By: 

ROBERT ECKELS
County Judge

AUG 26 2003
Date: _____

ATTEST:


Ruby Franklin, Secretary

NORTH TEXAS TOLLWAY AUTHORITY


Jerry Hiebert, Executive Director

APPROVED AS TO FORM:
Locke Liddell & Sapp LLP

Date: 8-4-03

By: 
James T. Rain

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of Four Thousand Eight Hundred and No/100 Dollars (\$4,800.00) to accomplish and pay the obligations of Harris County under the foregoing Agreement.

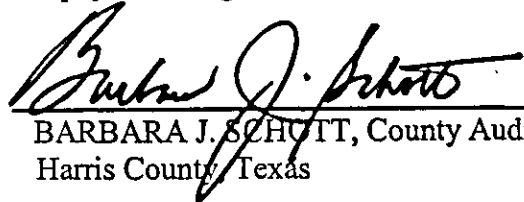
 9/8/02
BARBARA J. SCHUTT, County Auditor
Harris County, Texas

EXHIBIT A
to
INTERLOCAL AGREEMENT BETWEEN
THE NORTH TEXAS TOLLWAY AUTHORITY
AND HARRIS COUNTY
REGARDING INTEROPERATIONS MODULE

Interoperability Rules



Peer-to-Peer/Interoperability
Requirements

Exhibit A

Revision 2.0

April 2003

Prepared for the NORTH TEXAS TOLLWAY AUTHORITY by

MBI Consulting, Inc.
11225 Antler Lane
Mechanicsville, VA 23116
(804) 730-1406

Abstract

This document contains the business and functional requirements for engaging in Peer-to-Peer and/or Interoperability agreements for the North Texas Tollway Authority (NTTA) and the Harris County Toll Road Authority (HCTRA). The Peer-to-Peer/Interoperability is for the sole purpose of utilizing an Electronic Toll Collection (ETC) transponder on toll collection systems operated and managed by multiple Authorities. This document describes what is required of each Authority from a business perspective in order to enable and maintain a sound business relationship.

This document follows the IEEE standard for a requirements specification document¹, with some variation.

¹ IEEE Std. 830-1993, IEEE Recommended Practice for Software Requirements Specifications, copyright © 1993 by the Institute for Electrical and Electronic Engineers Inc.

Table of Contents

1. INTRODUCTION	1
1.1. PURPOSE	1
1.2. DEFINITIONS, ACRONYMS, ABBREVIATIONS	1
1.3. OVERVIEW	2
2. SPECIFIC REQUIREMENTS	3
2.1. TOLLING BUSINESS REQUIREMENTS	3
2.1.1. <i>General Requirements</i>	3
2.1.2. <i>AVI Patron/Patron Account Requirements</i>	4
2.1.3. <i>Accounting/Reconciliation Requirements</i>	6
2.1.4. <i>Data Interchange Requirements</i>	7
2.1.4.1. Tag Validation	7
2.1.4.2. Transactions.....	7
2.1.5. <i>Reporting Requirements</i>	8
2.1.6. <i>Performance Requirements</i>	8
2.1.7. <i>Security Requirements</i>	9
2.2. PARKING BUSINESS REQUIREMENTS.....	10
2.2.1. <i>General Requirements</i>	10
2.2.2. <i>Payment Requirements</i>	10
2.3. TOLLING FUNCTIONAL REQUIREMENTS.....	11
2.3.1. <i>General Requirements</i>	11
2.3.2. <i>Configuration Requirements</i>	11
2.3.3. <i>AVI Patron/Patron Account Requirements</i>	12
2.3.4. <i>Accounting/Reconciliation Requirements</i>	12
2.3.5. <i>Data Interchange Requirements</i>	13
2.3.5.1. Tag Validation	13
2.3.5.2. Transactions.....	15
2.3.6. <i>Violation Processing Requirements</i>	16
2.3.7. <i>Lane Requirements</i>	17
2.3.8. <i>Reporting Requirements</i>	17
2.3.9. <i>Performance Requirements</i>	18
2.3.10. <i>Security Requirements</i>	18
2.3.11. <i>Additional Requirements</i>	18
2.3.11.1. Tag Validation List.....	18
2.3.11.2. Non-Revenue Accounts.....	19
2.4. PARKING AUTHORITY FUNCTIONAL REQUIREMENTS	20
2.4.1. <i>Payment Requirements</i>	20
3. APPENDIX A: INITIAL PARAMETER VALUES	21

Figures and Tables

TABLE 1.2: DEFINITIONS, ACRONYMS, AND ABBREVIATIONS..... 1
FIGURE 1.3: PEER-TO-PEER/INTEROPERABLE AUTHORITY RELATIONSHIP OVERVIEW..... 2

Peer-to-Peer/Interoperability
Requirements Specifications

1. Introduction

1.1. Purpose

The purpose of this document is to describe and record all business and functional requirements for a Peer-to-Peer/Interoperability relationship between the NTTA and the HCTRA.

1.2. Definitions, Acronyms, Abbreviations

The intent of this section is not to redefine typical terms used in the revenue collection industry, but to list terms and acronyms used in this document, for easy reference.

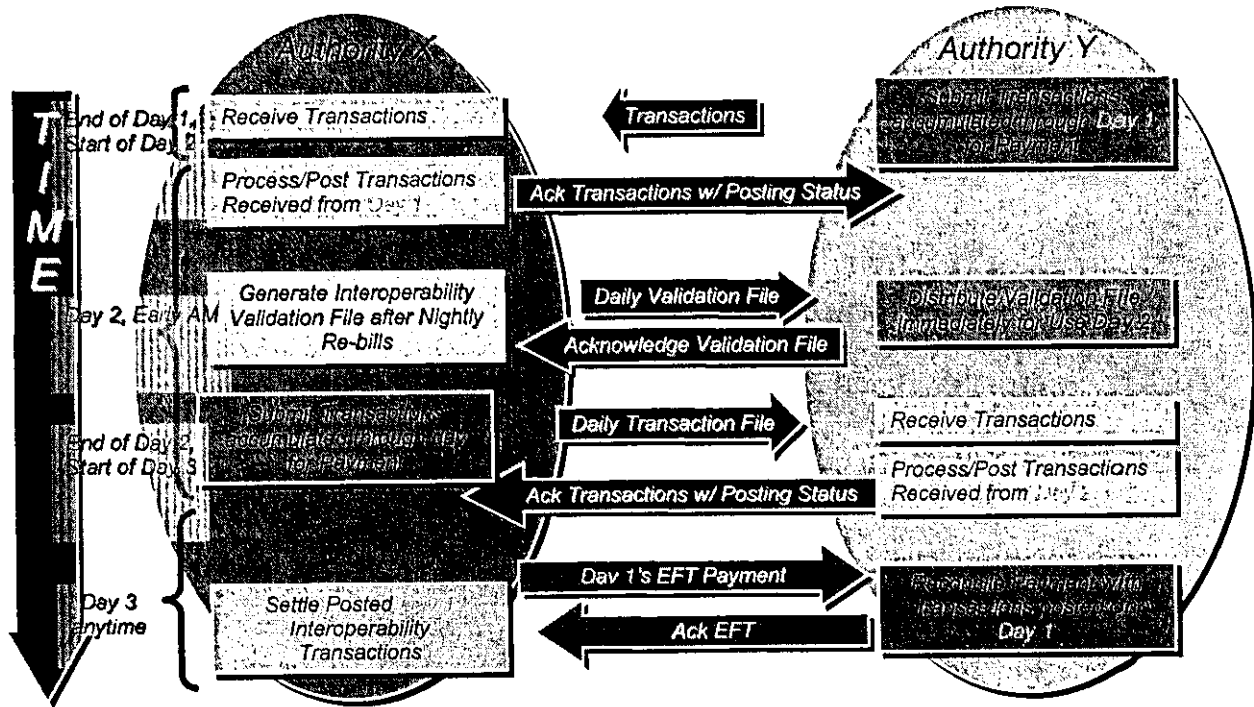
Table 1.2: Definitions, Acronyms, and Abbreviations

Term	Description
EFT	Electronic Funds Transfer
HCTRA	Harris County Toll Road Authority
Home Authority	Authority who issues the Tag and owns the Account and processes the Peer-to-Peer/Interoperable transactions (transactions that occur at Visiting Authorities)
NTTA	North Texas Tollway Authority
Parking Authority	An Authority who claims parking as a core business. Typically, the average transaction amount is greater than \$5.00.
PBUS-X	Parking Business Requirements: Business requirements for parking authorities that are different than the documented Tolling Business Requirements.
PFNC-X	Parking Functional Requirements: Functional requirements that the tolling Authorities must support in order to receive and process parking authority transactions.
Re-bill	The function of obtaining additional funds for increasing a patron's account balance.
Surcharge	Additional fee applied to a transaction.
TBUS-X	Tolling Business Requirements: Business requirements for tolling Peer-to-Peer/Interoperable Authorities.
TFNC-X	Tolling Functional requirements to support the Tolling Business Requirements.
Visiting Authority	The Visiting Authority where the Peer-to-Peer/Interoperable transaction took place that will submit the transaction to the Home Authority for processing

1.3. Overview

The diagram below provides a high-level overview of the relationship between Peer-to-Peer/Interoperable Authorities.

Figure 1.3: Peer-to-Peer/Interoperable Authority Relationship Overview



2. Specific Requirements

2.1. Tolling Business Requirements

All participating Peer-to-Peer/Interoperable Authorities shall cooperate with the requirements identified in this section. Exceptions for Parking Authorities are identified in Section 2.2 Parking Business Requirements.

2.1.1. General Requirements

TBUS-1. Peer-to-Peer/Interoperability shall be seamless to the AVI Patron who maintains an account with a Peer-to-Peer/Interoperable Authority.

"Seamless", in this requirement is for the Patron account holder. The account holder is not required to perform any special action in order to use their transponder on an interoperable facility.

TBUS-2. Home Peer-to-Peer/Interoperable Authority² shall manage their home-owned AVI Patron Accounts.

TBUS-3. Peer-to-Peer/Interoperable Authorities shall exchange information with respect to tag validation and transaction processing.

TBUS-4. Peer-to-Peer/Interoperable Authorities shall post transactions from the visiting Authority to the patron's account.

TBUS-5. Peer-to-Peer/Interoperable Authorities shall remit payment to the visiting Authority for all valid transactions.

TBUS-6. Peer-to-Peer/Interoperable Authorities shall reconcile transactions periodically, within twenty-four hours, at a minimum.

"Periodically, within twenty-four hours, at a minimum" is at least once within a twenty-four hour period. The reconciliation refers to the acknowledgement of the transaction and its' posting status.

TBUS-7. Peer-to-Peer/Interoperable Authorities shall utilize a common logo for identifying interoperable lanes to the patron.

TBUS-8. Each Peer-to-Peer/Interoperable Authority shall provide time synchronization to a common universal time source.

TBUS-9. AVI Patron account agreements shall be revised, as necessary, to support the Peer-to-Peer/Interoperability agreements between participating Authorities.

TBUS-10. Use of a tag at a Visiting Authority shall imply patron acceptance of the revised AVI Patron account agreement.

² Both the Home and Visiting Authority is referred to when the term "Peer-to-Peer/Interoperable Authority" is used.

Peer-to-Peer/Interoperability
Requirements Specifications

2.1.2.AVI Patron/Patron Account Requirements

- TBUS-11. Peer-to-Peer/Interoperable Authorities shall allow AVI Patrons to use facilities of participating Peer-to-Peer/Interoperable Authorities.
-
- TBUS-12. Home Peer-to-Peer/Interoperable Authorities shall pre-authorize all AVI Patrons for interoperability based on the following:
The account is not cash based.
Should the account contain non-revenue tags a credit card must be recorded for charging visiting transactions to the patrons account.
-
- TBUS-13. The Home Peer-to-Peer/Interoperable Authority shall allow an account holder of a non-revenue tag to post a valid credit card in order to be interoperable.
This requirement is truly Authority-dependant. Should the Home Authority desire their non-revenue tag holders to be interoperable and not post a credit card to their account, the Authority shall guarantee payment of the toll amount due based on previously defined business rules.
-
- TBUS-14. AVI Patrons of Home Peer-to-Peer/Interoperable Authorities shall use existing tag(s) (from Home Peer-to-Peer/Interoperable Authority) on Visiting Peer-to-Peer/Interoperable Authority facilities.
-
- TBUS-15. Participating AVI Patrons shall be billed for transactions from visiting Peer-to-Peer/Interoperable Authorities by the Home Peer-to-Peer/Interoperable Authority.
-
- TBUS-16. Violating transactions shall be validated against the tag validation file in order to cross-reference license plate information. Should a valid tag be cross-referenced, the violation/variance transaction shall automatically be converted to a post-able transaction by the Visiting Authority and send to the Home Authority for reconciliation.
This policy is to provide the tag patrons with the highest level of service and to attempt to bill the patrons (via posting transactions) in lieu of issuing violation invoices.
-
- TBUS-17. The Home Peer-to-Peer/Interoperable Authority is responsible for providing customer service support with respect to questions and/or disputes of visiting transactions.
-
- TBUS-18. Home Peer-to-Peer/Interoperable Authority is responsible for *owned* patron account bad dept and recovery of associated funds.
Bad debt incurred by the Home Authority for a patron account managed by the Home Authority.
-

Peer-to-Peer/Interoperability
Requirements Specifications

TBUS-19. The Home Authority shall provide payment in full for Visiting Peer-to-Peer/Interoperable Authority transactions when the tag status is good, but the Patron's account becomes bad throughout the day. An example follows.

<i>Order</i>	<i>Home Authority</i>	<i>Visiting Authority</i>	<i>Tag Status</i>
1	<i>Sends "good" tag status to Visiting Authority</i>	<i>Invokes tag status in lanes within time allotment</i>	<i>"Good"</i>
2		<i>Generated valid transaction when patron travels through lane.</i>	<i>"Good"</i>
3	<i>Tag is invalidated and status update is sent to Visiting Authority.</i>	<i>Sends post-able transaction to Home Authority</i>	<i>"Bad"</i>
4	<i>Home Authority attempts to post transaction, but cannot.</i>		<i>"Bad"</i>
5	<i>Home Authority determines the tag status at the time of the transaction and it's good.</i>		<i>Time of transaction: "Good".</i>
6	<i>Home Authority acknowledges full payment to Visiting Authority.</i>	<i>Visiting Authority receives acknowledgement.</i>	
7	<i>Home Authority EFT's payment of transaction (with the balance for the day).</i>	<i>Visiting Authority receives EFT & reconciles.</i>	

TBUS-20. The Home Peer-to-Peer/Interoperable Authority shall not be responsible for visiting transactions whereby the tag status was not updated in a timely fashion in the Visiting Authority lane.

This scenario is identified in the event a tag becomes invalid and is not updated in the Visiting Authority lanes in a timely fashion. This also assumes that the invalid tag status was sent to the Visiting Authority.

TBUS-21. The Visiting Peer-to-Peer/Interoperable Authority has right to invalidate a tag for local usage regardless of owner validation file status.

If it is noticed that a patron is in constant conflict with the Authority (i.e., toll collector problems, frequent violator, etc.), invalidation may occur if the patron continues to dispute charges.

TBUS-22. Visiting Peer-to-Peer/Interoperable Authority must provide tag/account block/unblock information to the owning Authority to support Home Authority customer support.

TBUS-23. Home Authority account surcharges shall not be charged/apportioned to tolling interoperable transactions.

Peer-to-Peer/Interoperability
Requirements Specifications

TBUS-24. Any toll transaction adjustment made after the reconciliation of transactions to the Visiting Authority shall be the responsibility of the Home Authority.

Should a Patron challenge a toll charge from a Visiting Authority it is the discretion of the Home Authority to credit the toll transaction. Since at this point the toll transaction has already been settled, the Home Authority shall be responsible for the credit and the funds associated with the credit of the transaction.

TBUS-25. Patron Account information shall be provided by the Home Authority to the Visiting Authority upon request in order to pursue associated bad debt.

TBUS-26. There can only be one Home Authority for each tag in interoperation.

TBUS-27. There may be any number of Visiting Authority transactions for each tag in interoperation. A single tag shall be allowed to participate at any Authority participating in the Peer-to-Peer/Interoperability Agreement.

TBUS-28. The Visiting Peer-to-Peer/Interoperable Authority shall cooperate with the Home Peer-to-Peer/Interoperable Authority (and vice versa) when transactions are disputed and research must be undertaken.

TBUS-29. After Peer-to-Peer/Interoperability is implemented and underway, new accounts that are opened shall be compared to the "out-of-range" zip codes that logically belong to another Peer-to-Peer/Interoperable Authority.

TBUS-30. New accounts that contain zip codes that logically belong to another Peer-to-Peer/Interoperable Authority shall not be opened by the Visiting Authority.

For example, patron's who live in Houston and travel periodically to Dallas shall not be allowed to open a TollTag Account with the NTTA. Since the patron's address is a Houston address, they must open an account with the HCTRA for local account management.

2.1.3. Accounting/Reconciliation Requirements

TBUS-31. The Home Authority shall settle Peer-to-Peer/Interoperable Authority transactions posted daily (net of processing fees) via Electronic Funds Transfer (EFT).

It has been determined for Tolling Authorities, no processing fees shall be charged back to the Visiting Authority.

TBUS-32. Any EFT adjustments by the Home Authority shall be itemized and reported to the Visiting Authority.

TBUS-33. The transactions posted on a calendar day shall be the basis for the EFT.

EFT reconciliation is based on the "posting date" of the transaction to the patrons account.

Peer-to-Peer/Interoperability
Requirements Specifications

TBUS-34. Each Authority shall reconcile its' own transactions via the Peer-to-Peer/Interoperability Transaction Acknowledgements and EFT reports provided.

It is the responsibility of the Visiting Authority to reconcile its' transactions against an EFT. The EFT reports detail what is contained within a days EFT posting, by posting and transaction date.

TBUS-35. The Home Peer-to-Peer/Interoperable Authority shall be responsible for its' own bad debt.

The bad debt in this requirement is the sum total of any bad debt based on patron accounts, system malfunctions, etc.

TBUS-36. Credit Card processing fees shall be the responsibility of the Home Peer-to-Peer/Interoperable Authority.

2.1.4.Data Interchange Requirements

2.1.4.1. Tag Validation

TBUS-37. Tag Validation Statuses shall be made uniform across participating Peer-to-Peer/Interoperable Authorities, I.e., Valid, Low Balance, Lost, Stolen, Invalid, etc.

TBUS-38. Peer-to-Peer/Interoperable Authorities shall exchange daily tag validation lists with other Peer-to-Peer/Interoperable Authorities.

The up-to-date tag validation list shall be transmitted from the Home Authority to the Visiting Authority at least once every twenty-four (24) hours.

The tag validation list shall contain at a minimum, the Home Authority, tag identification number, license plate number, tag vehicle classification, tag status.

TBUS-39. Peer-to-Peer/Interoperable Authorities shall exchange tag validation list updates periodically throughout the day with other Peer-to-Peer/Interoperable Authorities.

TBUS-40. Each tag validation list or list update shall be acknowledged by the Visiting Authority.

TBUS-41. Tag validation lists (bulk and updates) shall be processed and in use within *MM:SS* from acknowledgement by the Visiting Authority.

2.1.4.2. Transactions

TBUS-42. Peer-to-Peer/Interoperable Authorities shall exchange transaction files with other Peer-to-Peer/Interoperable Authority.

TBUS-43. Visiting Authority transactions shall contain only transactions from pre-authorized facilities.

This refers to the possibility of one Authority obtaining additional toll-related relationships. Each facility is required to be authorized by the other authorities in the Peer-to-Peer/Interoperable relationship.

Peer-to-Peer/Interoperability
Requirements Specifications

TBUS-44. The Home Authority shall process Peer-to-Peer/Interoperable Authority transaction files within twenty-four (24) hours of receipt.

Process refers to the receipt of the file. This also assumed file or batch-based transaction transfers.

TBUS-45. The Home Authority shall provide Peer-to-Peer/Interoperable Authority transaction posting status within twenty-four (24) hours of receipt.

The transaction posting status shall contain the posting date, time and status (success, failure, etc.) on a per transaction basis.

TBUS-46. The Home Peer-to-Peer/Interoperable Authority shall post [visiting] transactions to Patron accounts with the vehicle classification, location and toll rate from the Visiting Peer-to-Peer/Interoperable Authority.

TBUS-47. The Peer-to-Peer/Interoperable Authorities shall process Visiting patron transactions as per the rules governing the Visiting Authority.

a. I.e., AVI discounts apply, and/or variable time-of-day pricing, etc...

b. Vehicle Classification: Peer-to-Peer/Interoperability classification equal to classification assessed by the Visiting Authority for its' own Patrons

TBUS-48. Transactions may be re-submitted by the Visiting Authority. It is the responsibility of the Visiting Authority to resubmit past due or pending transactions.

2.1.5. Reporting Requirements

TBUS-49. EFT Summary Report – denotes posting period, starting transaction, ending transactions, total transactions processed, accumulated tolls posted, accumulated tolls rejected, and adjustments (if any).

TBUS-50. EFT Detailed Report – a complete list of every transaction posted with annotation corresponding to the transaction acknowledgement, date and time generated, date and time posted, amount posted.

2.1.6. Performance Requirements

TBUS-51. Transactions shall be transferred from the Visiting Peer-to-Peer/Interoperability Authority to the Home Peer-to-Peer/Interoperability for Customer Account Posting within XX hours from transaction generation.

TBUS-52. Transactions not transferred from the Visiting Peer-to-Peer/Interoperability Authority to the Home Peer-to-Peer/Interoperability for Customer Account Posting within XX hours from transaction generation shall not be eligible for reimbursement by the Home Authority.

The intent of this requirement is to maintain a level of quality in the timeliness of the transaction processing. It is understood that there may be conditions where this may be excused.

Peer-to-Peer/Interoperability
Requirements Specifications

TBUS-53. Transactions shall be reconciled by the Home Peer-to-Peer/Interoperability Authority to the Visiting Peer-to-Peer/Interoperability Authority within **XX** hours from transaction receipt.

TBUS-54. Violation toll transactions must be sent to the Home Peer-to-Peer/Interoperable Authority for posting within **XX** days of the transaction date.

TBUS-55. Violation toll transactions not sent to the Home Peer-to-Peer/Interoperable Authority for posting within **XX** days of the transaction date shall not be eligible for reimbursement by the Home Authority.

TBUS-56. EFT's shall be made per transaction posting date within **XX** hours of the end of day.

TBUS-57. Tag validation files shall be processed and made active in the lanes within **XX** hours of receipt.

2.1.7. Security Requirements

TBUS-58. Each Authority on the Peer-to-Peer/Interoperable network shall provide acceptable firewall protection.

2.2. Parking Business Requirements

The requirements stated in this section are *exceptions* to the Tolling Business Requirements in order to incorporate Parking Facilities.

2.2.1. General Requirements

PBUS-1. Parking Authorities shall be pre-authorized on a case-by-case basis by each Peer-to-Peer/Interoperable Authority.

2.2.2. Payment Requirements

PBUS-2. The Home Authority shall post parking transactions automatically when the patron's account balance is sufficient to cover the amount of the transaction.

PBUS-3. The Home authority shall "re-bill" the patron's account for the amount of the parking transaction when the patron's account balance is not sufficient to cover the amount of the parking transaction.

PBUS-4. Upon successful re-bill, the parking transaction shall be posted to the patron's account.

PBUS-5. In the event that a re-bill is not successful and there is not sufficient account balance to cover the parking transaction, the transaction shall be rejected, in full, by the home Authority.

PBUS-6. The Home Authority *shall not* provide payment in full for Parking Peer-to-Peer/Interoperable Authority transactions when the tag status is good, but the Patron's account becomes bad throughout the day and the associated re-bill is unsuccessful.

PBUS-7. Home Authority Account surcharges *shall* be charged/apportioned to Parking transactions.
Surcharges shall be applied for Home Authority paid credit card charges.

PBUS-8. The Home Authority shall settle Peer-to-Peer/Interoperable Authority Transactions posted daily (net of processing fees) via Electronic Funds Transfer (EFT).
It has been determined for Tolling Authorities, no processing fees shall be charged back to the Visiting Authority. However, processing fees may be charged back to a Parking Authority.

PBUS-9. The Parking Authority shall be responsible for transactions that can not be posted to the Home Peer-to-Peer/Interoperable Authority patron account.

PBUS-10. Credit card processing fees *shall not* be the responsibility of the Home Peer-to-Peer/Interoperable Authority for parking transactions.

2.3. Tolling Functional Requirements

This section is provided to call-out specific Peer-to-Peer/Interoperability system functional requirements. This section is not meant to re-iterate typical systematic functions.

2.3.1. General Requirements

TFNC-1. Peer-to-Peer/Interoperability shall be seamless to the AVI Patron who has an account with a Peer-to-Peer/Interoperable Authority.

TFNC-2. Peer-to-Peer/Interoperable Authorities shall employ a mechanism to time synchronize all relevant computer systems. The internal master clock shall be periodically synchronized with one of the publicly accessible time sources.

Several time synchronization mechanisms are available for computer systems. The most common time services rely on publicly accessible sources provided by the National Institute of Standards and Technology stratum-1 time servers. Use of the NIST time servers will minimize conflicts between Authorities relative to transaction posting times.

2.3.2. Configuration Requirements

TFNC-3. The modification of all of the specified configurable parameters shall be logged (i.e., who, when, and what).

TFNC-4. The modification of all of the specified configurable parameters shall not require programmatic modifications.

TFNC-5. The system shall allow an authorized user to configure the peer-to-peer/interoperable Authorities.

TFNC-6. The system shall allow an authorized user to define the type of participating Authority (or Authority facility) (i.e., tolling, parking, etc.).

TFNC-7. The system shall allow an authorized user to cross-reference Home Tag Validation Statuses with the approved Peer-to-Peer/Interoperable Tag Status'.

Tag Validation Statuses shall be made uniform across participating Peer-to-Peer/Interoperable Authorities, I.e., Valid, Low Balance, Lost, Stolen, Invalid, etc...

TFNC-8. The system shall allow an authorized user to configure the Tag Validation list distribution list from a Visiting Authority.

Should a Visiting Authority participate with other Authorities, Peer-to-Peer/Interoperability shall be handled on a case-by-case basis (i.e., a Tag Validation list from the HCTRA may be distributed by the NTTA to another Authority if and only if the HCTRA provides approval. Therefore, the system shall allow an authorized user to configure redistribution of a Peer-to-Peer/Interoperable Authority's Tag Validation list.

Peer-to-Peer/Interoperability
Requirements Specifications

TFNC-9. The system shall allow an authorized user to define "out-of-range" zip codes to be referenced when a patron is opening a new account. (Or, "authorized" zip codes depending on the method of implementation).

TFNC-10. All numeric values in functional requirements, specified as "XX" or duration of time, shall be user-configurable parameters.

2.3.3.AVI Patron/Patron Account Requirements

TFNC-11. Home Peer-to-Peer/Interoperable Authorities shall pre-authorize all AVI Patrons for interoperability based on the following:

- The account is not cash based.
 - Should the account contain non-revenue tags a credit card must be recorded for charging visiting transactions to the patron's account.
-

TFNC-12. The Home Peer-to-Peer/Interoperable Authority shall allow an account holder of a non-revenue tag to post a valid credit card in order to be interoperable.

This requirement is truly Authority-dependant. Should the Home Authority desire their non-revenue tag holders to be interoperable and not post a credit card to their account, the Authority shall guarantee payment of the toll amount due based on previously defined business rules.

TFNC-13. The system shall allow an authorized user to deny interoperability for a tag from a Home Authority. A reason shall be tracked by the system.

The Visiting Peer-to-Peer/Interoperable Authority has right to invalidate a tag for local usage regardless of owner validation file status.

TFNC-14. The system shall provide screens and/or reports to support Patron dispute resolution with respect to visiting transactions.

TFNC-15. After Peer-to-Peer/Interoperability is implemented and underway, new accounts that are opened shall be compared to the "out-of-range" zip codes that logically belong to another Peer-to-Peer/Interoperable Authority.

TFNC-16. New accounts that contain zip codes that logically belong to another Peer-to-Peer/Interoperable Authority shall not be opened by the Home Authority.

For example, patron's who live in Houston and travel periodically to Dallas shall not be allowed to open a TollTag Account with the NTTA. Since the patron's address is a Houston address, they must open an account with the HCTRA for local account management.

2.3.4.Accounting/Reconciliation Requirements

2.3.4.1.1. Home Authority

TFNC-17. The Home Authority shall reconcile every transaction received by a Visiting Authority back to the Visiting Authority.

Peer-to-Peer/Interoperability
Requirements Specifications

TFNC-18. The Home Authority shall reconcile and settle Peer-to-Peer/Interoperable Authority Transactions posted daily (net of processing fees) via Electronic Funds Transfer (EFT).

TFNC-19. The processing fees shall be set to \$XXX.XX (initially \$0.00) for tolling Authorities.

TFNC-20. The transactions posted on a calendar day shall be the basis for the EFT.

TFNC-21. EFT reconciliation shall be automated.

TFNC-22. The Home Peer-to-Peer/Interoperable Authority shall post [visiting] transactions to Patron accounts with the vehicle classification, location and toll rate from the Visiting -to-Peer/Interoperable Authority.

TFNC-23. The Home Peer-to-Peer/Interoperable Authority shall process Visiting Patron transactions as per the rules governing Visiting Patron transactions (as transmitted by the Visiting Peer-to-Peer/Interoperable Authority).

I.e., AVI discounts apply, and/or variable time-of-day pricing, etc...

Vehicle Classification: Peer-to-Peer/Interoperability classification equal to classification assessed by the Visiting Authority for its' own Patrons

2.3.4.1.2. *Visiting Authority*

TFNC-24. The Visiting Peer-to-Peer/Interoperable Authority authorized user shall have the ability to invalidate a tag for local usage regardless of owner validation file status.

TFNC-25. The Visiting Peer-to-Peer/Interoperable Authority shall notify the Home Authority when a tag is invalidated for local use.

TFNC-26. The system shall provide for automated reconciliation of transactions.

TFNC-27. The system shall provide for automated reconciliation of EFT's.

2.3.5. Data Interchange Requirements

TFNC-28. Peer-to-Peer/Interoperable Authorities shall exchange information with respect to tag validation and transaction processing.

TFNC-29. Data compression techniques shall be incorporated for all file and data transfers between Peer-to-Peer/Interoperable Authority systems.

2.3.5.1. *Tag Validation*

TFNC-30. The system shall have a user-friendly tool to look-up Peer-to-Peer/Interoperable tag status based on Authority (Home and Visiting), tag, date and time.

Peer-to-Peer/Interoperability
Requirements Specifications

2.3.5.1.1. Home Authority

TFNC-31. The Home Authority shall compile and transmit up-to-date tag validation lists to all system-configured Visiting Authorities.

The tag validation file shall contain at a minimum, the home authority, tag identification number, license plate number, tag vehicle classification, tag status.

TFNC-32. The compiled Peer-to-Peer/Interoperable tag validation list shall contain the agreed to Peer-to-Peer tag status'.

TFNC-33. Comprehensive tag validation lists shall be transferred to the configured Visiting Authorities at least once per XX-hours (initially set to 24-hours).

TFNC-34. Tag validation list updates shall be sent periodically throughout the day to the configured Visiting Authorities.

TFNC-35. The Home Authority shall maintain a history of the tag validation lists, including but not limited to: transmitted list, transmit date and time, receipt confirmation date and time.

TFNC-36. Tag Status history shall be maintained for a minimum of XX days (initially set to 60-days).

TFNC-37. After including a tag in a Peer-to-Peer/Interoperable tag validation list, any interoperable tag which no longer participates in Peer-to-Peer/Interoperability must be included in all tag validation lists and updates for at least XX days with a status indicating the tag is no longer interoperable.

Before an Interoperable Tag can be removed from the tag validation lists, the other member Authorities must be given sufficient notification of the tag's removal from this agreement.

2.3.5.1.2. Visiting Authority

TFNC-38. The Visiting Authority shall receive tag validation lists from Home Authorities.

TFNC-39. The Visiting Authority shall acknowledge receipt of tag validation lists from Home Authorities.

TFNC-40. Tag validation lists (bulk and updates) shall be processed and in use within MM:SS from acknowledgement by the Visiting Authority.

TFNC-41. The Visiting Authority shall maintain a history of the tag validation lists, including but not limited to: transmitted list, receipt confirmation date and time, activation date and time.

TFNC-42. The Visiting Authority may distribute Peer-to-Peer/Interoperable tag validation lists to pre-authorized Authorities (as configured).

Peer-to-Peer/Interoperability
Requirements Specifications

2.3.5.2. Transactions

2.3.5.2.1. Home Authority

TFNC-43. The Home Authority shall receive, and confirm receipt, of transactions/transaction file from Visiting Peer-to-Peer/Interoperable Authorities.

TFNC-44. The Home Authority shall process Peer-to-Peer/Interoperable Authority transaction files within *HH* hours (initially set to 24 hours) of receipt.

TFNC-45. The Home Authority shall post transactions to the Patrons account from the Visiting Authority.

TFNC-46. The Home Authority shall provide Peer-to-Peer/Interoperable Authority transaction posting status to the Visiting Authority within *HH* hours (initially set to 24 hours) of receipt.

The transaction posting status shall contain the posting date, time and status (success, failure, etc.) on a per transaction basis.

TFNC-47. The Home Authority shall validate the tag status to accommodate the following business rule: The Home Authority shall provide payment in full for visiting Peer-to-Peer/Interoperable Authority transactions when the tag status is good, but the Patron's account becomes bad throughout the day.

<i>Order</i>	<i>Home Authority</i>	<i>Visiting Authority</i>	<i>Tag Status</i>
1	<i>Sends "good" tag status to Visiting Authority</i>	<i>Invokes tag status in lanes within time allotment</i>	<i>"Good"</i>
2		<i>Generated valid transaction when patron travels through lane.</i>	<i>"Good"</i>
3	<i>Tag is invalidated & sent to Visiting Authority.</i>	<i>Sends post-able transaction to Home Authority</i>	<i>"Bad"</i>
4	<i>Home Authority attempts to post transaction, but cannot.</i>		<i>"Bad"</i>
5	<i>Home Authority determines the tag status at the time of the transaction and it's good.</i>		<i>Time of transaction: "Good".</i>
6	<i>Home Authority acknowledges full payment to Visiting Authority.</i>	<i>Visiting Authority receives acknowledgement.</i>	
7	<i>Home Authority EFT's payment of transaction (with the balance for the day).</i>	<i>Visiting Authority receives EFT & reconciles.</i>	

Peer-to-Peer/Interoperability
Requirements Specifications

TFNC-48. The Home Peer-to-Peer/Interoperable Authority shall not be responsible for visiting transactions whereby the tag status was not updated in a timely fashion in the Visiting Authority lane.

This scenario is identified in the event a tag becomes invalid and is not updated in the Visiting Authority lanes in a timely fashion. This also assumes that the invalid tag status was sent to the Visiting Authority.

TFNC-49. Any toll transaction adjustment made after the reconciliation of transactions to the Visiting Authority shall be the responsibility of the Home Authority.

Should a Patron challenge a toll charge from a Visiting Authority it is the discretion of the Home Authority to credit the toll transaction. Since at this point the toll transaction has already been settled, the Home Authority shall be responsible for the credit and the funds associated with the credit of the transaction.

2.3.5.2.2. Visiting Authority

TFNC-50. The Visiting Authority shall generate transaction files for transferring to each configured Home Authority.

TFNC-51. Under no circumstances shall transactions be transferred to the wrong Home Authority.

TFNC-52. The Transactions shall be reformatted, if necessary to the agreed upon Peer-to-Peer/Interoperable format.

TFNC-53. The Transaction File shall not contain transactions other than those that are post-able to the receiving Home Authority.

TFNC-54. The Visiting Authority shall guarantee delivery of transaction Files.

TFNC-55. The Transaction Files sent to the Home Authority shall only contain Peer-to-Peer/Interoperable transactions from pre-approved tolling facilities.

TFNC-56. Transactions shall be resubmitted "XX" times by the Visiting Authority. It is the responsibility of the Visiting Authority to resubmit past due or pending transactions.

It has been determined that transactions shall be reconciled [back to the Visiting Authority] in batches. A complete batch must be reconciled at a time. If a batch is not reconciled within a pre-determined period of time, the entire batch is re-submitted.

TFNC-57. Transactions that can be determined to be duplicate transactions shall be filtered by the Visiting Authority prior to sending to the Home Authority.

2.3.6. Violation Processing Requirements

TFNC-58. The violation processing systems (for Peer-to-Peer/Interoperable Authorities) shall utilize the license plate information from the Peer-to-Peer/Interoperable Authorities tag validation list for cross-referencing tag information.

Peer-to-Peer/Interoperability
Requirements Specifications

TFNC-59. Violations where license plates are successfully cross-referenced, and the tag status is "good", shall be converted to a post-able transaction to the Home Authority.

The tag status shall represent the tag status of the transaction date.

TFNC-60. Post-able violation transactions shall be sent to the Home Authority automatically (per the transaction requirements).

TFNC-61. Post-able violation transactions shall be noted (in the transaction itself) that they were derived from a violation.

2.3.7.Lane Requirements

TFNC-62. Each AVI lane shall be capable of receiving and processing Peer-to-Peer tag status information.

TFNC-63. Each AVI lane shall have the capability to read Peer-to-Peer/Interoperable tags.

TFNC-64. Each AVI lane shall process Peer-to-Peer/Interoperable transactions.

2.3.8.Reporting³ Requirements

TFNC-65. A report shall be provided for listing the non-interoperable (i.e., cash-based, non-revenue w/o posted credit card, unauthorized) accounts and associated tags.

TFNC-66. EFT Summary Report – denotes posting period, total transactions processed, accumulated tolls posted, accumulated tolls rejected, and adjustments (if any).

TFNC-67. EFT Detailed Report – a complete list of every transaction posted with annotation corresponding to the transaction acknowledgement, date and time generated, date and time posted, amount posted. This report shall be generated based on all transactions or exceptions within the requested period of time.

TFNC-68. Transaction (Summary and Detail) Reconciliation Report denoting (at a minimum) the sent transactions, posted transactions, by transaction date and post date, shall be provided.

TFNC-69. A report shall be provided for a tag status history (for Home and Visiting tag status).

TFNC-70. A report shall be provided for the tags that have been blocked on an Authority's system. The report shall provide block date and time, Home Authority and reason.

TFNC-71. A report shall be provided for the tag validation list receipt and distribution history.
This report needs to be available for the receipt of a tag validation list, transfer [to Visiting/Peer-to-Peer Authority] of a tag validation list and distribution [internal to the Visiting Peer-to-Peer/Interoperable Authority] of the tag validation list.

³ Reporting may be implemented via data transfer & local reporting.

Peer-to-Peer/Interoperability
Requirements Specifications

TFNC-72. A report shall be provided for Violation transaction to post-able transaction – quantity, value, posting rates, etc.

2.3.9. Performance Requirements

TFNC-73. Transactions shall be transferred from the Visiting Peer-to-Peer/Interoperability Authority to the Home Peer-to-Peer/Interoperability for Customer Account Posting with *XX* hours from transaction generation.

TFNC-74. Transactions shall be reconciled by the Home Peer-to-Peer/Interoperable Authority to the Visiting Peer-to-Peer/Interoperability Authority with *XX* hours from transaction receipt.

TFNC-75. Violation toll transactions must be sent to the Home Peer-to-Peer/Interoperable Authority for posting within *XX* days of the transaction date.

TFNC-76. Tag validation files shall be processed and made active in the lanes within *XX* hours of receipt.

2.3.10. Security Requirements

TFNC-77. Each Authority on the Peer-to-Peer/Interoperable network shall provide acceptable⁴ firewall protection.

2.3.11. Additional Requirements

2.3.11.1. Tag Validation List

TFNC-78. The Tag Validation List shall allow for, at most, two (2) license plates per tag.

TFNC-79. The Tag Validation List shall allow for non-revenue tags that are revenue-based for a Visiting Peer-to-Peer/Interoperable Authority.

TFNC-80. Tags that are “blocked” by the Visiting Peer-to-Peer/Interoperable Authority, shall be denoted in the Tag Validation response.

TFNC-81. The tag validation list shall contain a unique identifier per list revision.

TFNC-82. Upon receipt of a tag validation list, the list integrity shall be verified against the last known good list.

Tag validation list size should be considered prior to the system distributing the list.

TFNC-83. The Tag validation list shall be rejected when the list integrity validation fails.

⁴ “Acceptable” firewall to be defined.

Peer-to-Peer/Interoperability
Requirements Specifications

TFNC-84. The system shall maintain a parameter (i.e., 20%) for list size variances.

TFNC-85. The tag validation list shall be validated by the Home Peer-to-Peer/Interoperable Authority before the list is transferred to the Visiting Peer-to-Peer/Interoperable Authority.

TFNC-86. The tag validation list shall be validated by the Visiting Peer-to-Peer/Interoperable Authority upon receipt from the Home Peer-to-Peer/Interoperable Authority.

TFNC-87. Compromised tag validation list integrity shall be reported via the Peer-to-Peer/Interoperable Authority's Help Desk/On-line Management System for immediate action.

2.3.11.2. *Non-Revenue Accounts*

TFNC-88. Non-Revenue Accounts shall be Peer-to-Peer/Interoperable as Non-Revenue based on a user configuration.

TFNC-89. The configuration of non-revenue accounts shall be by Peer-to-Peer/Interoperable Authority.

TFNC-90. If a non-revenue account is determined to be revenue based for a Peer-to-Peer/Interoperable Authority, the non-revenue account shall require a re-billable payment method to be configured.

TFNC-91. If a non-revenue account is determined to be revenue based for a Peer-to-Peer/Interoperable Authority, the Peer-to-Peer/Interoperable Authority shall be configured as "Revenue" for the account.

2.4. Parking Authority Functional Requirements

The functional requirements stated in this section are *exceptions* to the Tolling Functional Requirements in order to incorporate Parking Facilities. This section does not detail the functional requirements needed for a Parking Authority. This section details the functional requirements in support of a Parking Facility becoming an Interoperable Authority.

2.4.1. Payment Requirements

- PFNC-1. The Home Authority's system shall post parking transactions automatically when the patron's account balance is sufficient to cover the amount of the transaction.
-
- PFNC-2. The Home Authority's system shall "re-bill" the patron's account for the amount of the parking transaction when the patron's account balance is not sufficient to cover the amount of the parking transaction.
-
- PFNC-3. Upon successful re-bill, the parking transaction shall be posted to the patron's account automatically.
-
- PFNC-4. In the event that a re-bill is not successful and there is not sufficient account balance to cover the parking transaction, the transaction shall be rejected, in full, by the Home Authority's system.
-
- PFNC-5. The Home Authority *shall not* provide payment in full for Parking Peer-to-Peer/Interoperable Authority transactions when the tag status is good, but the Patron's account becomes bad throughout the day and the associated re-bill is unsuccessful.
-
- PFNC-6. Home Authority's system shall support account surcharge billing for Parking transactions.
Surcharges shall be applied for Home Authority paid credit card charges.
-
- PFNC-7. The Home Authority's system shall settle Peer-to-Peer/Interoperable Authority Transactions posted daily (net of processing fees) via Electronic Funds Transfer (EFT).
It has been determined for Tolling Authorities, no processing fees shall be charged back to the Visiting Authority. However, processing fees may be charged back to a Parking Authority.
-
- PFNC-8. The Parking Authority shall be responsible for transactions that can not be posted to the Home Peer-to-Peer/Interoperable Authority patron account.
-
- PFNC-9. Credit card processing fees *shall not* be the responsibility of the Home Peer-to-Peer/Interoperable Authority for parking transactions. The system shall charge these fees to the Parking Facility via EFT adjustments.
-

3. Appendix A: Initial Parameter Values

HCTRA/NTTA Peer-to- Peer/Interoperability Initial Parameter Settings - April 2003

Item	Requirement	Parameter	Initial Value	Process/ File
1	TFNC-33	Comprehensive tag validation lists shall be transferred to the configured Visiting Authorities at least once per XX-hours (initially set to 24-hours).	24 Hours	TVL
2	TBUS-41	Tag validation lists (bulk and updates) shall be processed and in use within MM:SS from acknowledgement by the Visiting Authority.	2 Hours	TVL
	TBUS-57	Tag validation files shall be processed and made active in the lanes within XX hours of receipt.	2 Hours	
	TFNC-40	Tag validation lists (bulk and updates) shall be processed and in use within MM:SS from acknowledgement by the Visiting Authority.	2 Hours	
	TFNC-76	Tag validation files shall be processed and made active in the lanes within XX hours of receipt.	2 Hours	
3	TFNC-34	Tag validation list updates shall be sent periodically throughout the day to the configured Visiting Authorities.	0 Minutes	TVL
4	TFNC-36	Tag Status history shall be maintained for a minimum of XX days (initially set to 60-days).	60 Days	TVL
5	TFNC-37	After including a tag in a Peer-to-Peer/Interoperable tag validation list, any interoperable tag which no longer participates in Peer-to-Peer/Interoperability must be included in all tag validation lists and updates for at least XX days with a status indicating the tag is no longer interoperable.	Always	TVL
6	TBUS-51	Transactions shall be transferred from the Visiting Peer-to-Peer/Interoperability Authority to the Home Peer-to-Peer/Interoperability for Customer Account Posting within XX hours from transaction generation.	120 Hours (5 Days) Minimum, 10 Days Maximum	Txn.
	TFNC-73	Transactions shall be transferred from the Visiting Peer-to-Peer/Interoperability Authority to the Home Peer-to-Peer/Interoperability for Customer Account Posting with XX hours from transaction generation.	120 Hours (5 Days) Minimum, 10 Days Maximum	

Peer-to-Peer/Interoperability
Requirements Specifications

HCTRA/NTTA Peer-to-
Peer/Interoperability

Initial Parameter Settings - April 2003

	TBUS-52	Transactions not transferred from the Visiting Peer-to-Peer/Interoperability Authority to the Home Peer-to-Peer/Interoperability for Customer Account Posting within XX hours from transaction generation shall not be eligible for reimbursement by the Home Authority.	120 Hours (5 Days) Minimum, 10 Days Maximum	
7	TBUS-6	Peer-to-Peer/Interoperable Authorities shall reconcile transactions periodically, within twenty-four hours, at a minimum.	Maximum: Once per twenty-four (24) hours.	Txn. and Txn. Recon.
	TBUS-44	The Home Authority shall process Peer-to-Peer/Interoperable Authority transaction files within twenty-four (24) hours of receipt.	24 Hours	
	TFNC-44	The Home Authority shall process Peer-to-Peer/Interoperable Authority transaction files within HH hours (initially set to 24 hours) of receipt.	24 Hours	
	TBUS-45	The Home Authority shall provide Peer-to-Peer/Interoperable Authority transaction posting status within twenty-four (24) hours of receipt.	24 Hours	
	TFNC-46	The Home Authority shall provide Peer-to-Peer/Interoperable Authority transaction posting status to the Visiting Authority within HH hours (initially set to 24 hours) of receipt.	24 Hours	
	TBUS-53	Transactions shall be reconciled by the Home Peer-to-Peer/Interoperability Authority to the Visiting Peer-to-Peer/Interoperability Authority within XX hours from transaction receipt.	24 Hours	
	TFNC-74	Transactions shall be reconciled by the Home Peer-to-Peer/Interoperable Authority to the Visiting Peer-to-Peer/Interoperability Authority with XX hours from transaction receipt.	24 Hours	
8	TBUS-54	Violation toll transactions must be sent to the Home Peer-to-Peer/Interoperable Authority for posting within XX days of the transaction date.	10 Days, Minimum, 30 Days, Maximum	Txn.
	TFNC-75	Violation toll transactions must be sent to the Home Peer-to-Peer/Interoperable Authority for posting within XX days of the transaction date.	10 Days, Minimum, 30 Days, Maximum	

Peer-to-Peer/Interoperability
Requirements Specifications

HCTRA/NTTA Peer-to-
Peer/Interoperability
Initial Parameter Settings - April 2003

	TBUS-55	Violation toll transactions not sent to the Home Peer-to-Peer/Interoperable Authority for posting within XX days of the transaction date shall not be eligible for reimbursement by the Home Authority.	10 Days, Minimum, 30 Days, Maximum	
9	TFNC-56	Transactions shall be resubmitted "XX" times by the Visiting Authority. It is the responsibility of the Visiting Authority to resubmit past due or pending transactions. Note: There will be a delay (i.e., 5 days) before the transaction is resubmitted.	2 Times	Txn.
10	TBUS-56	EFT's shall be made per transaction posting date within XX hours of the end of day.	24 Hours	EFT
11	TFNC-19	The processing fees shall be set to \$XX.XX (initially \$0.00) for tolling Authorities.	\$0.00	EFT

EXHIBIT B
TO INTERLOCAL AGREEMENT BETWEEN
THE NORTH TEXAS TOLLWAY AUTHORITY
AND HARRIS COUNTY
REGARDING INTEROPERATIONS MODULE

End-User Software License Agreement

This END-USER SOFTWARE LICENSE AGREEMENT (this "*Agreement*") is entered into by and between Electronic Transaction Consultants Corporation ("*ETC*") and the party identified on the signature page hereof ("*Licensee*"). In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

1. Definitions

1.1 "*Confidential Information*" means this Agreement and all its attachments, any addenda hereto signed by both parties, all Software, Documentation, information, data, drawings, benchmark tests, specifications, and any other proprietary information supplied to Licensee by ETC.

1.2 "*Documentation*" means any instructions manuals or other materials, and on-line help files, regarding the Use of the Software.

1.3 "*Effective Date*" means the later of the dates on which Licensee and ETC have signed this Agreement.

1.4 "*Server*" means a computer capable of running the Software.

1.5 "*Sites*" mean the designated location or locations specified in Attachment A, or in other addenda hereto which are signed by both parties, at which Licensee is entitled to Use the Software.

1.6 "*Software*" means the machine-executable code version and the source code version of the computer software program or programs specified in Attachment A, or in other addenda hereto which are signed by both parties.

1.7 "*Use*" means utilization of the Software, along with the Documentation, by Licensee at the Site, for its own internal information processing services and computing needs.

2. Software

2.1 ETC hereby grants to Licensee a non-exclusive and non-transferable license to Use the Software on the number of Servers at the Site specified on Attachment A during the term of this Agreement.

2.2 This license transfers to Licensee neither title nor any proprietary or intellectual property rights to the Software, Documentation, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein.

2.3 ETC shall issue to Licensee, as soon as practicable, one (1) copy of the Software for Licensee's Use, along with the appropriate Documentation.

2.4 Licensee may make a reasonable number of copies of the Software and the Documentation for backup or archival purposes, and may not otherwise copy the Software or the Documentation. All copyright notices and other proprietary markings in the Software and the Documentation must be reproduced in such copies. Licensee shall maintain accurate and up-to-date records of the number and location of all copies of the Software and the Documentation and inform ETC in writing of such location(s). All copies of the Software and Documentation will be subject to all terms and conditions of this Agreement.

2.5 Licensee agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) sell, lease, license or sublicense the Software or the Documentation to any third party; (b) decompile, disassemble, or reverse engineer the Software, in whole or in part; (c) write or develop any derivative software or any other software program based upon the Software or any Confidential Information; (d) use the Software to provide processing services to third parties, or otherwise use the Software on a "service bureau" basis; or (e) provide, disclose, divulge or make available to, or permit use of the Software by any third party without ETC's prior written consent.

2.6 Licensee may not (nor may it permit any employee or other party to) copy, use, analyze, reverse engineer, decompile, reverse compile, disassemble, translate, convert or apply any procedure or process to derive or appropriate, for any reason, the source code version or source listings of the Software or the trade secret information or process contained in the Software, except to the limited extent that ETC materially breaches and fails to cure its maintenance obligations, if any, to Licensee as set forth in this Agreement.

3. Services

3.1 Subject to availability and payment of additional fees determined by ETC, at Licensee's request, ETC shall provide or otherwise arrange for the provision of installation, maintenance, enhancement and consulting services ("**Services**") to assist Licensee with the use of the Software. Such Services shall be subject to a written addendum to this Agreement executed by both parties which contains terms and conditions governing such Services, including but not limited to, fees, project schedule and deliverables (each, a "**Work Order**").

4. Fees and Payment Procedures

4.1 Licensee agrees to pay ETC the fees specified in Attachment A, a Work Order, or in other addenda hereto which are signed by both parties ("**Fees**"). Unless otherwise specified in Attachment A, or in the applicable addenda hereto which are signed by both parties, the Fees are due and payable within thirty (30) days after receipt of ETC's invoice. If Licensee fails to make payments on a timely basis in accordance with this Section, such failure shall be considered a material breach and, in addition to ETC's other rights and remedies under law or equity, ETC may upon ten (10) days prior written notice terminate the Agreement in accordance with Section 5.2 below. If it should become necessary to turn this account over for collection, Licensee is responsible for all of ETC's collection costs, including but not limited to, reasonable attorney's fees.

4.2 A late payment charge of one and one-half percent (1½%) per month (annual rate of 18%), or the maximum rate allowed by law, whichever is less, will be added to all amounts due under this Agreement if not paid by the due date.

4.3 All amounts payable to ETC as specified herein are in United States dollars and are net of all sales, use, property and related taxes and customs duties. Licensee shall pay sums equal to all taxes and customs duties paid or payable by ETC hereunder, but exclusive of United States Federal, state and

local taxes based upon the net income of ETC. All taxes due by Licensee hereunder shall become due and payable when billed by ETC to Licensee, or when assessed, levied or billed by the appropriate tax authority, even if such billing occurs subsequent to expiration or termination of this Agreement.

4.4 If Licensee receives Services under this Agreement, Licensee shall reimburse ETC for all reasonable out-of-pocket expenses (including but not limited to, hotel, travel and meals, if any) associated with ETC's performance of such Services, following presentation by ETC of expense statements, vouchers and other supporting documentation in such form and containing such information as Licensee may from time to time reasonably request. ETC will exercise at least the same degree of care to minimize the cost of such expenses as it does to minimize the cost of its own expenses.

5. Term and Termination

5.1 This Agreement will take effect on the Effective Date and will remain in force until the parties mutually agree to terminate or upon a termination in accordance with Section 5.2.

5.2 Either party may, by written notice to the other party, terminate this Agreement if any of the following events ("*Termination Events*") occur: (a) a party is in material breach of any term, condition or provision of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days (ten (10) days in the case of Licensee's non-payment) after the non-breaching party gives the other party written notice of such breach; or (b) either party (i) terminates or suspends its business, (ii) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes. If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. The provisions of Articles 1, 4, and 6 through 10 will survive termination of this Agreement.

5.3 Within thirty (30) days after the date of termination of this Agreement, Licensee shall (i) return the Software and all copies, in whole or in part, all Documentation relating thereto, and any other Confidential Information in its possession that is in tangible form, (ii) purge all copies of the Software from all computer storage media, and (iii) furnish ETC with a certificate signed by an executive officer of Licensee verifying that (i) and (ii) above have been done.

6. Warranty Exclusion and Limitation of Liability

6.1 ETC represents to Licensee that the Software will operate substantially in accordance with the Documentation; provided that the term of this limited warranty shall only extend to cover any breach or other noncompliance with the Documentation reported to ETC within sixty (60) days after the date the Software is installed at Licensee's site.

6.2 EXCEPT AS EXPRESSLY SET FORTH HEREIN, ETC MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS AGREEMENT. ETC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SUCH OTHER MATERIALS AND SERVICES.

6.3 IN NO EVENT WILL ETC BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL,

INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR ANY MATERIALS OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, EVEN IF ETC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WITH RESPECT TO ITS INDEMNIFICATION OBLIGATIONS SET FORTH IN ARTICLE 7 BELOW, ETC'S MAXIMUM LIABILITY UNDER THIS AGREEMENT FOR DAMAGES WILL NOT, IN ANY EVENT, EXCEED THE FEES ACTUALLY PAID BY LICENSEE TO ETC UNDER THIS AGREEMENT.

6.4 Notwithstanding anything to the contrary, Licensee hereby disclaims and waives any actions, claims, causes of actions, damages, costs and expenses arising under this Agreement out of any Use of the Software or Documentation, or as a result of any breach of this Agreement by ETC, or for Licensee's failure to obtain maintenance or support for the Software, Licensee may have against the North Texas Tollway Authority (the "NTTA") by reason of the NTTA's ownership or co-ownership of the Software and Documentations.

7. Indemnification for Infringement

7.1 ETC shall, at its expense, defend or settle any claim, action or allegation brought against Licensee that the Software when used within the scope of this Agreement, infringes any patent, copyright, trade secret or other proprietary right of any third party and shall pay any final judgments awarded or settlements entered into; provided that Licensee gives prompt written notice to ETC of any such claim, action or allegation of infringement and gives ETC the authority to proceed as contemplated herein. ETC will have the exclusive right to defend any such claim, action or allegation and make settlements thereof at its own discretion, and Licensee may not settle or compromise such claim, action or allegation, except with the prior written consent of ETC. Licensee shall give such assistance and information as ETC may reasonably require to settle or oppose such claims. In the event any such infringement, claim, action or allegation is brought or threatened, ETC may, at its sole option and expense: (a) procure for Licensee the right to continue Use of the Software or infringing part thereof; (b) modify or amend the Software or infringing part thereof, or replace the Software or infringing part thereof with other software having substantially the same or better capabilities; or, if neither of the foregoing is commercially practicable; (c) terminate this Agreement and repay to Licensee a pro-rata portion, if any, of the license Fee actually paid by Licensee. ETC and Licensee will then be released from any further obligation to the other under this Agreement, except for the obligations of indemnification provided for above and such other obligations that survive termination.

7.2 The foregoing obligations shall not apply to the extent the infringement arises as a result of (a) modifications to the Software made by any party other than ETC or a duly authorized representative of ETC; or (b) use of the Software in connection with non-ETC hardware or software.

7.3 The foregoing states the entire liability of ETC with respect to infringement of any patent, copyright, trade secret or other proprietary right.

8. Confidential Information

8.1 Licensee acknowledges that the Confidential Information constitutes valuable trade secrets and Licensee agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without ETC's prior written consent. Licensee agrees to use the same efforts, but not less than commercially reasonable efforts, to protect the Confidential Information from unauthorized use

and disclosure as Licensee takes with respect to its own similar confidential information. This obligation of confidentiality will not apply to information that is publicly available, already in Licensee's possession, obtained by Licensee from third parties without restrictions on disclosure, or independently developed by Licensee without reference to Confidential Information. Additionally, Licensee may disclose Confidential Information if required to be disclosed by order of a court or other governmental entity, provided that Licensee promptly notifies ETC and assists ETC in resisting or limiting such disclosure.

8.2 ETC acknowledges that, in the course of its performance of this Agreement, it may become privy to certain information that Licensee deems proprietary and confidential. ETC agrees to treat all such information that is clearly identified in writing as proprietary and confidential ("*Licensee Confidential Information*") in a confidential manner and will not disclose or permit to be disclosed the same, directly or indirectly, to any third party without Licensee's prior written consent. This obligation of confidentiality will not apply to information that is publicly available, already in ETC's possession, obtained by ETC from third parties without restrictions on disclosure, or independently developed by ETC without reference to Licensee Confidential Information. Additionally, ETC may disclose Licensee Confidential Information if required to be disclosed by order of a court or other governmental entity, provided that ETC promptly notifies Licensee and assists Licensee in resisting or limiting such disclosure.

8.3 In the event the Licensee knows or should reasonably know that an unauthorized employee of Licensee or any third party has gained unauthorized access to the Software, Documentation or other Confidential Information hereunder, Licensee shall immediately notify ETC in writing of the full particulars of such access or disclosure.

8.4 In the event of actual or threatened breach of the provisions of Sections 8.1 or 8.2, the nonbreaching party will have no adequate remedy at law and will be entitled to immediate and injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

9. Notices

Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, or (c) sent by overnight courier, in each case properly posted and fully prepaid to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight courier service.

10. Miscellaneous

10.1 Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Licensee, in whole or in part, whether voluntary or by operation of law, including but not limited to, by way of sale of assets, merger or consolidation, without the prior written consent of ETC, which shall not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

10.2 Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence

of the parties. Such events, occurrences, or causes will include but not limited to, acts of God, strikes, lockouts, riots, acts of war, earthquake, fire and explosions, but the inability to meet financial obligations is expressly excluded.

10.3 Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.

10.4 If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

10.5 This Agreement (including the attachments, Work Orders, and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. This Agreement may not be amended, except by a writing signed by both parties.

10.6 No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Licensee may use in connection with the acquisition or licensing of the Software or obtaining services will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of ETC to object to such terms, provisions or conditions.

10.7 Licensee may not export or re-export the Software without the prior written consent of ETC and without the appropriate United States and foreign government licenses.

10.8 Licensee agrees that ETC may include its name in generic client listings. Licensee further acknowledges that ETC may desire to use its name in press releases, product brochures and financial reports indicating that Licensee is a Licensee of ETC, and Licensee agrees that ETC may use its name in such a manner, subject to Licensee's prior consent, which consent shall not be unreasonably withheld.

10.9 No exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

10.10 Licensee agrees not to directly or indirectly solicit to hire, or hire, any officer, agent or employee of ETC during the term of this Agreement and for twelve (12) months thereafter.

10.11 This Agreement will be interpreted and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. In addition, any suit arising from this Agreement shall be adjudicated exclusively in the courts located in Dallas County, Texas.

10.12 Both parties warrant that it has all necessary power and authority to enter into this Agreement and that this Agreement and performance hereunder does not violate the terms of any contract, covenant or agreement between it and any unrelated third party.

10.13 This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.

* * * * *

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

ETC:

ELECTRONIC TRANSACTION CONSULTANTS CORPORATION

By: _____
Name: Timothy O. Gallagher
Title: President
Date: May 2, 2003

Address: _____
17194 Preston Road, Suite 123-285
Dallas, Texas 75248

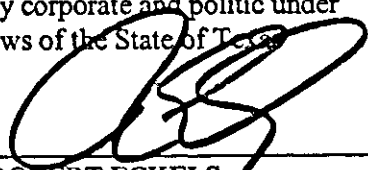
APPROVED AS TO FORM:

MIKE STAFFORD
County Attorney

By: _____
ROBERT SOARD
Assistant County Attorney

LICENSEE:

HARRIS COUNTY
a body corporate and politic under
the laws of the State of Texas

By:  _____
ROBERT ECKELS
County Judge

Address: _____

ATTACHMENT A

SOFTWARE AND LICENSE FEE

A. Software:

ETC Toll Software Application	To be used with HCTRA as
RITE InterOperations Module	InterOp Module

B. Standalone Computers: Licensee is authorized to place the Software the following quantity of Standalone Computers.

ETC Toll Software Application	HCTRA Name	Quantity
RITE InterOperations Module	InterOp Module	A full site license for as many copies as required to operate all HCTRA owned and operated toll collection locations and one (1) Development/Maintenance Environment

C. Site:

Site license applicable to all HCTRA owned and operated toll facilities in Harris County and the immediate surrounding area.

D. License Fees:

- (i) The Licensee understands and agrees that both an Initial License Fee and Ongoing Monthly License Fees are to be paid as described in the following table. Licensee understands and agrees that the License Fee is based on the total number of Standalone Computers as set forth in Section B above and the number of Sites as set forth in Section C above.

ETC Toll Software Application	HCTRA Name	Initial License Fee (Payable at Receipt of Order)	Ongoing License Fee (Payable Monthly)
RITE InterOperations Module	InterOp Module	\$200,000	\$0.
Total		\$200,000	\$0

- (ii) If Licensee requires licenses for additional Standalone Computers, then Licensee will be required to enter into a mutually agreed addendum to this Agreement that specifies the additional Standalone Computers and the additional license fees attributable to those Standalone Computers.