

EXECUTION VERSION – JULY 31, 2012

Exhibit A

E-ZPass Reciprocity Agreement

IAG RECIPROCITY AGREEMENT

This Reciprocity Agreement made the 30th of July 1998 between the Agencies:

and expires when terminated or amended as provided herein.

WHEREAS, the Agencies who initiated this Reciprocity Agreement are signatories to the E-ZPass Electronic Toll Collection (“ETC”) E-ZPass Operations Interagency Agreement (“the Operating Agreement”); and

WHEREAS, E-ZPass is a regional system of electronic toll collection to be operated by the Agencies signatory to the Operating Agreement; and

WHEREAS, in order to implement the operation of the regional electronic toll collection system, the signatories to this Agreement recognize the practical necessity of their joint and cooperative effort; and

WHEREAS, the parties acknowledge that the goal of the IAG is to offer interoperability to their customers to the fullest extent, including the ability to provide a single account statement to each customer setting forth their transaction activities on all participating Agency roadways; and

WHEREAS, agreement of the principles set forth is essential to commence development of more elaborated plans to achieve reciprocity among Agencies employing electronic toll collection; and

WHEREAS, it is also recognized that, although the implementation of a regional system of electronic toll collection carries a cost, it is a goal of the IAG that no Agency be required to bear a disproportionate share of the financial burden of interoperability and reciprocity. Thus, the parties commit to remedy any such inequities, including the potential transfer of customer accounts between Agencies based on a customer’s primary facility usage, or other agreed upon adjustments, while maintaining or improving customer service; and

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WHEREAS, the parties agree and acknowledge that this Reciprocity Agreement shall be considered an extension of, and intended to implement in part, the Operating Agreement.

NOW, THEREFORE, in consideration of the covenants herein contained, the Agencies agree as follows:

I. DEFINITIONS

Agency	Any Agency that is a member of the Interagency Group.
Away Agency	Any Agency that is not the customer's Home Agency.
Conditional Settlement	An interim Settlement between Agencies prior to final settlement.
Final Settlement	A Settlement between Agencies after Reconciliation has been completed and accepted by the two Agencies.
Home Agency	The Agency that establishes and/or maintains a customer's account and issues a tag(s).
Invalid Tag	A tag that is denoted by a Home Agency as not being a Valid Tag; the Home Agency does not guarantee payment of toll transactions utilizing an Invalid Tag.
Invalid Tag Transaction	The passage of an Invalid Tag through an activated E-ZPass lane.
Posting	The recording of a toll transaction against a customer's account and deducting the toll charge from the customer's account balance.

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Pre-Paid Accounts	Customer accounts that require money be on deposit in advance for their tag transaction to be accepted as valid.
Reconciliation	The process whereby a Home Agency and an Away Agency resolve any discrepancies in arriving at Final Settlement.
Settlement	The transfer by a Home Agency of United States dollars representing the gross toll revenues due to an Away Agency for Valid Tag Transactions incurred on the Away Agency's facilities by the Home Agency's customers.
Tag Validation File	A file maintained by each Agency of tags issued by that Agency which denotes the status of each tag issued as having one of four values (valid, low balance, invalid, or lost/stolen) consistent with IAG technical guidelines.
Valid Tag	A tag which is used for a toll transaction for which the Home Agency guarantees payment of the toll.
Valid Tag Transaction	The passage of a Valid Tag, or a transaction from a valid account, through an activated E-ZPass lane.

II. Confidentiality

- (1) (a) As used in this section, the term "Confidential Information" shall include any research, development and trade secrets, business affairs, and other information of the Agencies and their Contractors, their representatives, employees, subsidiaries, affiliates and agents, which is designated in writing as Confidential Information. Information shall not be considered Confidential Information to the extent that it (i) is or becomes a part of the public domain, or (ii) is already known free of any confidentiality obligation, or (iii) is independently developed without access to the Confidential Information, or (iv) is disclosed under proper judicial or governmental process, or (v) is approved for release by written authorization.

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- (b) Agencies agree to treat any Confidential Information as confidential to the extent permitted by applicable United States, State and local law and Agency policy. Each Agency agrees to request the other Agencies to treat as exempt from disclosure any information and documents it believes might be exempt from disclosure pursuant to the provisions of the State laws applicable to the Agencies and their policies on confidentiality.
- (c) Subject to the provision of subparagraph (b) of this paragraph, Agencies agree that they shall hold Confidential Information of an Away Agency in confidence, and shall safeguard the Confidential Information with at least the same level of care and security, using all reasonable and necessary security measures, devices and procedures, that they use to maintain their own Confidential Information.
- (2) (a) As used in this section, the term “customer account information” shall include all information about an account holder and the vehicles utilizing that account, including but not limited to: the account holder’s name, address, and any other identifying characteristics; the make, model, year and plate number of such vehicles; all photographs, microphotographs, videotapes and other recorded images of such vehicles created by E-ZPass equipment; and itemized statements of account deductions for the use of such system. Nothing in this section shall be construed as prohibiting the use of customer account information for Agency traffic and facility management purposes and the reporting thereof, provided that such use does not identify an individual person or vehicle.
- (b) The Agencies agree that when an Agency is in receipt of individual or aggregate customer account information relative to the customer of another Agency, the receiving Agency will not make such information available to the public unless required to do so by the State law of such receiving Agency or by the order of a court of competent jurisdiction, or, in the case of a multi-jurisdictional Agency where there is no applicable law, by Agency policy. When a Home Agency is in receipt of customer account information from an Away Agency, unless that Home Agency and Away Agency have agreed otherwise, the Home Agency will release that information to another governmental entity only as required by law. Further, the Agencies agree that when an

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Agency is in receipt of customer account information relative to the customer of another Agency, the receiving Agency may utilize such information solely for the following purposes: billing an account holder or deducting toll charges from the account holder's account; enforcement of toll collection and related regulations or violations of the account holder's customer agreement; in a judicial or administrative action or discovery proceeding to which the Agency is a party; the operation of commercial vehicle operation programs; or as otherwise permitted by the Away Agency. In particular, with respect to: (i) fund raising or (ii) commercial purposes not involving use of a Valid or Invalid Tag, Agencies will not sell, distribute or make available in any way the names and addresses of Away Agency account holders for such purposes.

(c) The Agencies agree that each Agency shall formally adopt the provisions of subparagraph (b) of this paragraph as its formal policy on the use of customer account information relative to the customers of another Agency. The phrase "toll policies" as utilized in paragraph (4) of section X of this Agreement shall include the policy required by this section.

(d) The Agencies agree that each Agency shall enter into a customer agreement with each of its customers. Such customer agreement shall contain a provision whereby the customer acknowledges that: customer account information may be disclosed to other Agencies for the purposes set forth in this paragraph; and such information may be subject to disclosure to the public if such disclosure is required by the law of the State in which toll charges were incurred or by the order of a court of competent jurisdiction, or, in the case of a multi-jurisdictional Agency where there is no applicable law, by Agency policy.

(e) No Agency shall be required to disclose customer account information to another Agency or to any other entity as part of a non-toll business opportunity agreement pursuant to which such information will be sold, distributed, or made available in any way for: (i) fund raising or (ii) commercial purposes not involving use of a Valid or Invalid Tag.

(f) The Agencies agree that each Agency shall treat Home Agency customer account information in the same manner that they are required to treat Away Agency

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customer account information pursuant to paragraph (2) (b) of this section. Provided, however, that a Home Agency may, when permitted by the law of the State where it is located or, in the case of a multi-jurisdictional Agency where there is no applicable law, by Agency policy: disclose its own Home Agency customer account information for commercial or fundraising purposes provided the written consent of the account holder is obtained; and/or provide its own Home Agency customer account information to a law enforcement agency in accordance with the applicable policy of the Home Agency.

- (3) If any Agency ascertains that an unauthorized third party has obtained Confidential Information or customer account information, upon discovery of such occurrence it shall notify the affected Agency.
- (4) This section of this Agreement shall supercede the previously adopted IAG Privacy Guidelines.

III. Notices

Any notice required pursuant to the provision of this Agreement shall be sent by first class mail or by overnight delivery service addressed to the E-ZPass IAG Program Director.

The Agencies agree to notify the IAG Program Director and the appropriate Committee Chair, of all inter-agency agreements and of all programs, system or operational changes in programs (including the agreements referenced in Article XII (2)).

IV. Modification

This Agreement shall not be subject to oral modification. Any change in the terms hereof shall be in writing and signed by the party or parties to be charged therewith. The forgiveness by any party of the terms or conditions hereof shall not constitute a waiver thereof unless such party so specifies in writing.

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V. Rights and Benefits

This Agreement is solely for the benefit of the Agencies and is not intended to, nor should it be construed to, create any rights in any other party. An Agency may not assign any portion of this Agreement.

VI. Entire Agreement

This Agreement sets forth the entire agreement between the parties, and, except as set forth in Section IV, may be amended only by a written instrument executed by the parties hereto.

VII. Choice of Law and Severability

It is the desire and intention of the parties that the provisions of this Agreement shall be governed and enforced to the fullest extent permissible under the laws and public policies of the States of the Agencies. Accordingly, if any particular provisions of this Agreement shall be adjudicated to be invalid or unenforceable without affecting the binding force of the Agreement, the remaining provisions shall remain in full force and effect after deleting such provision.

VIII. Dispute Resolution

Any dispute or disagreement that arises from this Agreement shall be settled according to Section 2 (b) of the Interagency Operations Agreement dealing with dispute resolution.

IX. Account Settlement Process

(1) *Data File Transfers*

Agencies will provide for timely transmissions, receipt, and acknowledgment for all data file transfers pursuant to this Agreement and in accordance with IAG Inter-Customer Service Center Interface File Specifications.

(2) *Exchange of Tag Validation Files*

(a) The Agencies agree to electronically exchange all tag status data on a regular schedule, at least once per day, or more frequently, as determined by agreement between two Agencies. The Home Agency shall provide to other Agencies its Tag Validation File. The Agencies will download the most current tag validation files to their toll lanes as immediately as practicable, but at least once per day.

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- (b) The Home Agency will determine the tag status by creation of a Tag Validation File denoting the status of each tag as having one of four values (valid (01), low balance (02), invalid (03) or lost/stolen (04)) consistent with the IAG technical guidelines, as detailed in the Inter-Customer Service Center Interface File Specifications, which may be amended from time to time. The Home Agency will transmit the Tag Validation File to the Away Agencies.
 - (c) The Home Agency is responsible for informing all other Agencies by electronic file transfer in the format of the Tag Validation File, that a tag is lost or stolen and the Away Agency acknowledges receipt. Thereafter, the Home Agency is no longer obligated for transactions that occur with that tag.
 - (d) An Away Agency may deny E-ZPass use on its facilities for a tag that was reported as Valid by the Home Agency for an infraction of the Away Agency's administrative or operating policies.
- (3) *Valid Tag Transactions*
- (a) Agencies agree to electronically exchange all Valid Tag Transaction data consistent with the IAG technical guidelines, as detailed in the Inter-Customer Service Center Interface File Specifications on a regular schedule, at least once a day, or more frequently, or as otherwise determined by agreement between two Agencies.
 - (b) All Valid Tag Transactions will be recorded and transmitted by the Away Agency to the Home Agency at least once per day or as otherwise determined by agreement between two Agencies.
 - (c) Upon receipt of transaction records, the Home Agency will post transactions to the proper accounts. Settlement of a Valid Tag Transaction shall not be dependent on transaction posting; i.e., the Home Agency's obligation to pay the Away Agency is not contingent upon the Home Agency posting the transactions to the customer's account. The class as determined by the Away Agency (e.g. from the tag, AVC system, collector determination) will be used to determine the amount of toll to be posted and honored by the Home Agency for settlement purposes.

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- (d)
 - (i) So long as the Away Agency transfers Valid Tag Transactions to the Home Agency within 60 days, the Home Agency will honor same if the account is open.
 - (ii) Notwithstanding any reference in this Reciprocity Agreement, the Home Agency is not responsible to honor the Valid Tag Transaction if the transaction is received more than 10 days after the transaction occurred and the account is closed.
- (e) For those Agencies where a manual transaction is recorded in the lane due to a “no read”, that transaction will be converted into an electronic Valid Tag Transaction as detailed in the Inter-CSC Interface File Specifications.
- (4) *Invalid Tag Transactions*

Away Agencies will not transfer Invalid Tag Transactions to the Home Agency for payment unless otherwise agreed upon by those Agencies.
- (a) *Infraction of Away Agency's Operating or Administrative Policies*
 - (i) The Away Agency will notify the Home Agency electronically that its customer's Valid Tag will be denied E-ZPass use on that Away Agency's facilities because of an infraction of its operating or administrative policies.
 - (ii) The Home Agency will provide the data needed to the Away Agency for customer notification according to (iii) below.
 - (iii) The Away Agency will notify the customer that his/her tag will no longer be valid on its facilities.
- (b) *Lost and Stolen*
 - (i) The Home Agency will notify the Agencies of a lost or stolen tag.
 - (ii) The Away Agency will process these Lost or Stolen Tags as violations according to the rules and regulations of the Away Agency.
- (5) *Customer Disputed Transactions*
 - (a) Each Agency will inform the other Agencies of its guidelines for handling customer disputed transactions. When, due to cost/benefit or other considerations, customer

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accounts are credited for the disputed amount without further research, such credits will not affect Settlement or Reconciliation between Agencies.

- (b) When a customer disputes a transaction that occurred on an Away Agency's facility, and such transactions are researched, acknowledged and agreed to be an error of the Away Agency, the resulting adjustment will become part of the Reconciliation and Settlement between the two agencies and no payments will be made for such transactions.
- (c) In order to enable proper researching of customer complaints, all agencies will maintain records related to toll transactions for a minimum period of 120 days.
- (6) *Settlement & Revenue Reconciliation*
 - (a) The Home Agency will transfer the gross toll amount due for Valid Tag Transactions as reported by an Away Agency in United States dollars. All transfers will be calculated on a gross basis.
 - (b) The Home Agency will settle in a manner and frequency as determined by agreement between the Home and Away Agency, but at least monthly. Final settlement will be based on Valid Tag Transactions as reported by the Away Agency regardless of account status at time of Posting.
 - (c) Actual or estimated revenue as reported by the Away Agency may be used as a basis for Conditional Settlement as agreed between the Home and Away Agencies.
 - (d) Valid Tag Transactions obligate the Home Agency to remit the correct toll to the Away Agency at the time of Settlement regardless of the status of the Home Agency account at the time of Posting. In the case of lost or stolen tags, the Home Agency is no longer obligated for transactions that occur after notification to the Away Agency.
 - (e) An Agency which does not act as a Home Agency may notify the other Agencies that all transactions relating to such Agency's facilities shall be transmitted to and settled with a Home Agency designated by such Agency.

(7) *Tag and Account Policies*

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- (a) Current fees, deposits, and policies of Agencies are set forth in the Interagency E-ZPass Policy Matrix, which may be amended from time to time, and is maintained by the IAG Program Director. Agencies may use this Matrix as a resource for their policies in an effort to avoid influencing customer enrollment patterns.
- (b) The Agencies agree to follow the Vehicle Classification protocol of the IAG in their tag distribution programs.
- (c) A Home Agency may determine that its valid non-revenue Accounts may be invalid at an Away Agency.

X. Violations

- (1) Processing of E-ZPass customer violations at the Away Agency when the tag is reported as lost/stolen by the Home Agency will be pursuant to the rules and regulations of the Away Agency.
- (2) If cash is collected at the Away Agency for any transaction, the Away Agency will not transfer any such transactions to the Home Agency.
- (3) The Agencies agree to facilitate the identification of violators by the sharing of appropriate information or files to the extent permitted by law.
- (4) The Agencies will share customer account information only for the purpose of collecting tolls, the enforcement of toll policies or as otherwise required by law.
- (5) The Agencies will process toll evasion violation images in such a manner as to identify customers' accounts in good standing and thereby create a Valid Transaction.
- (6) Non-customer toll evasion violators will be processed pursuant to the rules and regulations of the Agency where the violation occurred.
- (7) Participating agencies may establish a procedure for grouping toll plaza speeding violations among Agencies which may result in a Home Agency suspending an account because of violations on Away Agency facilities.

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XI. Marketing

Agencies will provide advance notification of E-ZPass marketing activities to the Public Relations and Marketing Committee of the IAG.

XII. Miscellaneous

(1) The parties acknowledge and agree that any Agency posting an E-ZPass sign will accept all valid E-ZPass tags.

(2) The parties acknowledge and agree that this Reciprocity Agreement is subject to each Agency implementing interoperability and reciprocity agreements with the other Agencies regarding provisions in Article IX of this Agreement. Each Agency is obligated to proactively resolve issues and define agreements to achieve interoperability and reciprocity with each of the other Agencies in the IAG in a timely manner.

(3) *Discount Programs*

An Agency that wants its discount program(s) offered in another Agency's CSC shall fund the expense of the program(s). Such arrangement shall be subject to auditing processes. Furthermore, if an Agency wants to offer another Agency's discount program(s) through its CSC, it may do so at its own expense, not to include foregone toll revenue. The Agencies agree to cooperate in any such efforts. Expenses referred to herein include, but are not limited to, all expenses, such as programming and CSR training and materials including increased expenses to the Agency whose discount program is being offered. Two or more Agencies may agree to a different allocation of expenses.

(4) *Non-Toll Business Opportunities*

All E-ZPass tag holders meeting the criteria for participation in a non-toll business opportunity application shall be eligible to participate.