

EXHIBIT A

ABBREVIATIONS AND DEFINITIONS

Unless otherwise specified, wherever the following abbreviations or terms are used in this Contract, they shall have the meanings set forth below:

ADT	Average Daily Traffic
AET	All Electronic Tolling
ALPR	Automatic License Plate Reader
AMADTT	Actual Measured Average Daily Traffic Transactions
AVC	Automatic Vehicle Classification
AVI	Automatic Vehicle Identification
BOS	Back Office System
CD ROM	Compact Disc Read Only Memory
CFR	Code of Federal Regulations
CMS	Changeable Message Sign
CP	Contract Price
CSC	Customer Service Center
CSR	Customer Service Representative
DBE	Disadvantaged Business Enterprise
DBMS	Data Base Management System
DMV	Department of Motor Vehicles
DVR	Digital Video Recorder
ERS	Enterprise Commercial Reporting System
ETC	Electronic Toll Collection
ETL	Extract Transfer Load
FCC	Federal Communications Commission
FHWA	Federal Highway Administration
FIFO	First in First Out
FONSI	Finding of No Significant Impact
GAAP	Generally Accepted Accounting Principles
GUI	Graphical User Interface
IAG	E-ZPass InterAgency Group
ICD	Interface Control Document
IFA	Indiana Finance Authority
INDOT	Indiana Department of Transportation

ITP	Instructions to Proposers
IVR	Interactive Voice Response
KPI	Key Performance Indicator
KPTIA	Kentucky Public Transportation Infrastructure Authority
KYTC	Kentucky Transportation Cabinet
LAN	Local Area Network
LED	Light Emitting Diode
LPN	License Plate Number
LPR	License Plate Recognition
MAP-21	Moving Ahead for Progress in the 21 st Century Act
MOMS	Maintenance On-Line Management System
MOT	Maintenance of Traffic
MSP	Maintenance and Support Plan
MTBF	Mean time between failure
MTP	Master Testing and Commissioning Plan
MTTR	Mean time to repair
NEMA	National Electrical Manufacturers Association
NEPA	National Environmental Policy Act
Nlets	National Law Enforcement Telecommunications System
NTP	Notice to Proceed
OCR	Optical Character Recognition
OSHA	Occupational Safety and Health Administration
PCI DSS	PCI Data Security Standard
PCO	Potential Change Order
PII	Personally Identifiable Information
PPA	Public Private Agreement
PS	Price Sheet
QA/QC	Quality Assurance/Quality Control
QMP	Quality Management Plan
RFID	Radio Frequency Identification
RFP	Request for Proposals
ROD	Record of Decision
ROW	Right-of-Way
RS	Roadside System
RV	Registered Video
RVA	Registered Video Account
SLA	Service Level Agreement

SMS	Short Message Service
TCS	Toll Collection System
TED	Kentucky Transportation Cabinet's Enterprise Database
TMC	Traffic Management Center
TOC	Toll Operations Center
TR	Technical Requirements
TRIMARC	Traffic Response and Incident Management Assisting the River Cities
TSP	Toll System Provider
UPS	Uninterruptible Power Supply
USDOT	United States Department of Transportation
US GAAP	United States Generally Accepted Accounting Practices
UV	Unregistered Video
VES	Violation Enforcement System
VPN	Virtual Private Network
VPS	Violation Processing Services
WAN	Wide Area Network
WUC	Walk-Up Center

129 Agreement means the agreement required pursuant to 23 U.S.C. 129, entered into between the States and FHWA on July 30, 2012.

Acceleration Costs means those fully documented increased costs reasonably incurred by TSP (that is, costs over and above what TSP would otherwise have incurred) which are directly and solely attributable to increasing the rate at which the work is performed in an attempt to complete necessary elements of the work earlier than otherwise anticipated, such as for additional equipment, additional crews, lost productivity, overtime and shift premiums, increased supervision and any unexpected material, equipment or crew movement necessary for re-sequencing in connection with acceleration efforts and/or a Recovery Plan.

Access Control System means a control system that restricts access to designated facilities of the TCS.

Actual Knowledge means and shall be strictly limited to facts and information actually known to and present in the mind of TSP's or the Joint Board's Authorized Representative, as the case may be, after due consultation with other personnel of such party directly involved with the Work, the Toll Facilities or the Project, as applicable.

Actual Measured Average Daily Traffic Transactions means the total number of Traffic Transactions occurring on all of the Bridges, collectively, over a 365 day consecutive period, divided by 365.

Affiliate means: (1) any Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, TSP or any Equity Member, and (2) any Person for which 10% or more of the equity interest in such Person is held directly or indirectly, beneficially or of record by TSP, any Equity Member or any Affiliate of TSP under clause (1) of this definition. For purposes of this definition the term “control” means the possession, directly or indirectly, of the power to cause the direction of the management of a Person, whether through voting securities, by contract, family relationship or otherwise.

All Electronic Tolling System (AET) means the identification and processing of all vehicles and tolls in an open road environment through electronic means either through the use of an RFID Transponder or an electronic camera image of the license plate or a combination of those modes.

Approval Process means the process set forth in Section 3 of this Agreement for Joint Board review and approval of Toll System Provider’s submittals of System Documentation.

As-Built System Documentation means documents required to be prepared by TSP and delivered to the Joint Board pursuant to the Technical Requirements that constitute a complete and accurate record of the TCS as delivered, installed, configured, tested and approved for operation.

Authorized Representative means the individuals authorized to make decisions and bind the parties on matters relating to the Contract Documents pursuant to Exhibit X to this Contract.

Automatic Vehicle Classification (AVC) means the process for automatic vehicle detection, separation, and classification of vehicles used for the determination of tolls due.

Back Office Installation Plan means the approved Plan required pursuant to TR Item TP-005.

Back Office System (BOS) means the portion of the TCS that includes the Back Office Host, database, CSC and VPS. The Back Office Host controls all aspects of the TSP with respect to the back office and is configurable and flexible to accommodate additional facilities and different functionalities.

Back Office System (BOS) Host means the Hardware, Software and systems used to process Traffic Transactions, Financial Transactions, CSC, TOC and any transaction database and applications.

Back Office System (BOS) Hosting Price (years 1 through 7) means the complete, fixed price compensation to be paid by the Joint Board to TSP for

performance of the Back Office System (BOS) Hosting Work (excluding actual direct Pass-Through Cost Items).

Back Office System (BOS) IT Operations and Maintenance Price (years 1 through 7) means the complete, fixed price compensation to be paid by the Joint Board to TSP for performance of the Back Office System (BOS) Operations and Maintenance Work.

Back Office System (BOS) IT Operations and Maintenance Work means the work that TSP shall perform pursuant to TR Section OM.

Back Office System (BOS) Plan means the approved Plan required pursuant to TR Item TP-002.

Back Office System (BOS) Work means the work that TSP shall perform pursuant to TR Section BO.

Baseline Test means a test meeting all the requirements for a “Baseline Test” specified in TR Section TP-020.

BOS Production Readiness Test means a test meeting all the requirements for a “BOS Production Readiness Test” specified TR Section TP-022.

Breach of Standards of Performance Notice means a written notice given by the Joint Board to the TSP pursuant to Section 11.2 of the Contract.

Bridge or Bridges means any one or more of the East End Bridge, the New Downtown Bridge or the Kennedy Bridge.

Bridges Authority means the Louisville and Southern Indiana Bridges Authority and/or any successor entity.

Budget means the annual budget for Pass-Through Cost Items agreed to by the Parties pursuant to the process set forth in Section 12.13 of the Contract.

Business Critical System means any Hardware, Software, operations or other element of the system that causes loss of business efficiency resulting in failure to meet non-revenue related Performance Requirements.

Business Rules means the set of rules that details how the TSP shall respond to various operating situations that occur during the toll collection process based on business case and policy decisions and the treatment of those transactions throughout the account maintenance, invoice, collection and violation and enforcement phases.

CCTV System(s) means closed circuit television system used to monitor the security of facilities within the TCS.

Certificate of End of Operations and Maintenance Term Acceptance means the Joint Board certificate issued pursuant to Section 4.13.2 of the Contract.

Change Directive means a written direction signed by the Joint Board directing a change in the Work that complies with the requirements of Section 13.2.

Change in Law means the enactment, adoption, modification, repeal or other change in any Law that occurs after the issuance of the NTP, including any change in the judicial or administrative interpretation of any Law, or adoption of any new Law, which is materially inconsistent with Laws in effect on the NTP issuance date, but excluding any such change in or new Law which was passed or adopted but not yet effective as of the NTP issuance date.

Change Order means a written order issued by the Joint Board to TSP delineating changes in the requirements of the Contract Documents in accordance with Section 13 of the Contract and establishing, if appropriate, an adjustment to the Contract Price or a Completion Deadline.

Change Order Notification Process means the procedural requirements set forth in Section 13 of the Contract.

Claim means a separate demand by TSP, which is disputed by the Joint Board, for a time extension under the Contract, or payment of money or damages arising from work done by or on behalf of TSP in connection with the Contract.

Code Escrow Agent means the escrow company that the Joint Board designates to hold the Source Code Escrow.

Collection Status Violation means a violation that has not been paid by the due date specified in a Violation Notice (i.e., Customer Statement – citation) issued in accordance with the Business Rules, and with respect to which a DMV registration hold has not yet been placed with respect to the vehicle used in connection with the violation.

Collection Status Violation Fee means the compensation paid to TSP with respect to Collection Status Violation Revenues collected during the Collection Status Violation Period as provided in Section 12.5.1 of the Agreement.

Collection Status Violation Period means, with respect to an unpaid violation, a 90 day period commencing on the day after the due date specified in a Violation Notice (i.e., Customer Statement – citation) issued in accordance with the Business Rules.

Collection Status Violation Revenues means tolls, fees and fines paid by the customer and collected by TSP and paid to the Joint Board with respect to Collection Status Violations during the relevant Collection Status Violation Period.

Commercial Off-the-Shelf (COTS) means commercially available off-the-shelf hardware and Software that is sold to the general public in the same precise form and requires little to no modification to use that is supplied by the TSP as part of the TCS.

Commonwealth means the Commonwealth of Kentucky.

Completion Deadline(s) means and refer to one or more of the following deadlines for TSP to complete a portion of the Work: the Pre-Toll Operations Readiness Deadline; the Mobilization Readiness Deadline; the East-End Bridge Tolling Readiness Deadline, the Downtown Bridges Temporary Traffic Configuration Tolling Readiness Deadline and the Downtown Bridges Final Traffic Configuration Tolling Readiness Deadline.

Components means all Spare Parts (including consumables), other than Major Spare Parts, that are required for the continuous operation and maintenance of the TCS in accordance with the Contract Documents during the Term.

Configurable means, with respect to the approved Business Rules or any other aspect of the TCS, that TSP may change the relevant rule or aspect of the TCS without material modification of Software code.

Configuration and Change Management Plan means the plan that TSP is required to deliver pursuant to TR Section TP-018.

Configuration Work means all Work required to prepare the complete set of System Documentation.

Contract means the Toll Services Agreement made and entered into the _____ day of _____, 2015, between the IFA, on behalf of the Joint Board, and the TSP, including all Contract Documents. The Toll Services Agreement is sometimes referred to in the Contract Documents as the "Agreement".

Contract Documents means the Agreement, including all exhibits, and the other documents listed in Section 1.2 of the Contract, including all amendments to the foregoing, and all Change Orders and Change Directives issued.

Contract Price means the Total Toll Collection System Capital, Maintenance and Operations Price specified on Form G-1 "Contract Price-Total Toll Collection System Capital and Operations and Maintenance Price," Item Number CP-0017 of the Price Sheets included in Exhibit C. It is the fixed price that the Joint Board shall pay to the TSP to complete the Project, including the Contract Price Components.

Contract Price Components means the Total Toll Collection System Capital Price, and the Total Toll Collection System Operations and Maintenance Price (Years 1 through 7), as specified on Form G-1 of Exhibit C.

Contract Time means the time specified in the Contract Documents for completion of the Work. This time may be specified as a fixed date, a given number of days, or a combination of both. The Contract Time may be amended by mutual written agreement to include authorized extensions of time as the Contract requires.

Correspondence means any and all information in written or electronic copy sent to and from the CSC.

Costs means costs which are incurred or expended, reported and documented by Contractor in accordance with generally accepted accounting principles, to the extent applicable, to perform the Work in accordance with the Contract Documents, excluding:

- (a) Unrealized losses;
- (b) Costs of criminal proceedings if the result is a conviction;
- (c) Executive compensation and gifts, gratuities and entertainment to the extent the same would not be deductible from Contractor's adjusted gross income (assuming Contractor were a stand-alone for-profit corporation) under the Internal Revenue Code;
- (d) Legal penalties or fines assessed under applicable Laws, except penalties and/or fines (other than with respect to late payment of taxes) assessed on the basis of negligence or strict liability;
- (e) Default rates of interest;
- (f) Interest charges and penalties for late payment;
- (g) Prepayment premiums and penalties, except to the extent the prepayment results in lower subsequent costs determined on a net present value basis;
- (h) Travel costs that would not be allowable under 48 CFR 31.205-46(d), if it were applicable;
- (i) Training costs that would not be allowable under 48 CFR 31.205-44, if it were applicable;
- (j) Trade, business, technical and professional activity costs that would not be allowable under 48 CFR 31.205-43, if it were applicable;
- (k) Fines and penalties, including late penalties on taxes, as defined under 48 CFR 31.205-15, if it were applicable except penalties and/or fines (other than with respect to late payment of taxes) assessed on the basis of negligence or strict liability;
- (l) Losses on other contracts as defined under 48 CFR 31.205-23, if it were applicable;

(m) Independent research and development costs except to the extent that such costs are incurred for the benefit of the Toll Facilities or are otherwise approved by the Joint Board in writing;

(n) Excessive contributions or donations under 48 CFR 31.205-8, if it were applicable;

(o) Compensation incidental to business acquisitions as defined under 48 CFR 31.205-6(l), if it were applicable;

(p) Employee Stock Ownership Plan (ESOP) costs to the extent disallowed under 48 CFR 31-205-6(j)(8), if it were applicable;

(q) Unreasonable post-retirement benefits other than pensions as defined under 48 CFR 31.205-6(o), if it were applicable;

(r) Employee rebate and purchase discount plans as defined under 48 CFR 31.205-6(n), if it were applicable;

(s) Unallowable public relations and advertising costs as defined under 48 CFR 31.205-1(f)(3) and 48 CFR 31.205-1(f)(4)(i), if it were applicable;

(t) Unallowable lobbying and political activity costs under 48 CFR 31.205-22(1), (2) and (6), if it were applicable;

(u) Costs which are more than the costs for similar goods and services set forth in generally available commercial list prices, taking into account reasonable seasonal variations; and

(v) Costs which are not justifiable by life cycle analysis, accelerated delivery or accelerated completion of goods or services (as used herein "life cycle analysis" means an analysis indicating that costs relating to the construction, installation, modification, maintenance or provision of services, parts, supplies, equipment or materials to the Toll Facilities or any or all parts or components thereof which are higher than the cost of functionally equivalent construction, installation, modification, maintenance service, part, supply, equipment or material are justified because such increased cost will result in a lowering of costs to be incurred in the future equal to or greater than the difference between the cost incurred and the cost of its functional equivalent; such analyses being typically performed using a net present value methodology).

Critical Path means each critical path on the Project Schedule, which ends on a Completion Deadline (i.e. the term shall apply only following consumption of all available Float in the schedule for such Completion Deadline).

Critical Path Method (CPM) means a method for scheduling the work where all major components of the work are laid out in a diagram to show the proper sequencing of tasks and the necessary time required for each task, showing which tasks are critical to each other.

CSC Pre-Toll Operations Work means the Work that the TSP is required to perform to operate the CSC during the Pre-Toll Operations Period.

CSC Pre-Tolling Operations Commencement means the point at which TSP starts to conduct the CSC Pre-Toll Operations Work.

Custodian means the party identified as the Custodian in the Custody and Revenue Control Agreement.

Custodian Account(s) means the accounts established by the Custodian pursuant to the Custody and Revenue Control Agreement to receive deposit of all Gross Revenues collected by TSP.

Custody and Revenue Control Agreement means the Agreement among the IFA, KPTIA, the Custodian, the Revenue Control Manager and the TSP, pursuant to which the Custodian will establish and maintain the Custodian Accounts.

Custom Software has the meaning set forth in Section 20.5(a) of the Contract.

Customer Service Center (CSC) means the facility that houses the equipment, Software, and personnel required to establish, manage, and maintain customer accounts; provide customer service; process Registered Video and Unregistered Video Transactions and license plate images, and prepare Customer Statements for toll bills and violation enforcement in accordance with the Tolling Body's business policies and procedures. Also, the location that houses the integrated system that contains infrastructure equipment, Software, and services required to manage customer accounts, process toll payments, obtain correct account name and address information, and prepare billing and invoicing for payment processing. The CSC is used generically to designate full account management services provided by the TSP.

Customer Service Center (CSC) Operations and Maintenance Price means the fixed price total compensation that the Joint Board shall pay TSP for the Customer Service Center Operations and Maintenance Work (excluding actual, direct Pass-Through Item Expenses).

Customer Service Center (CSC) Operations and Maintenance Work (years 1 through 7) means the Work that TSP is required to perform pursuant to TR Section OM and CS.

Customer Statements means all invoices, violation notices or other billing and collections related documents sent to customers.

Customer Website means the website used for customers to open accounts, update account information, make violation payments and obtain information about the Project that is available to customers from a standard internet commercial browser including access from a smart phone, and includes any mobile applications if provided by the Toll System Provider.

Data Mart means a separate copy of all TCS transaction, account and event data to be used by the States' Parties.

Day or day means calendar days unless otherwise expressly specified.

DB Contract means the agreement between KYTC and the DB Contractor for design and construction of the Downtown Crossing Bridge and reconstruction of the Kennedy Bridge.

DB Contractor means Walsh Construction Co., as design-builder of the Downtown Crossing, including its successors and assigns.

Delay Liquidated Damages means the amount(s) that TSP is required to pay to the Joint Board for delay in meeting certain TCS Deadlines pursuant to Section 4.12 of the Contract.

Deliverable means all requirements for work products, end products and other items, elements and submissions specified in the RFP and that the TSP is required to prepare and submit to the Joint Board for its concurrence and/or acceptance as specified in the TR.

Delivery Phase means the period of time from NTP until Revenue Service for each Bridge.

Derby Festival Thunder Over Louisville means the downtown celebration of the beginning of activities associated with the annual Kentucky Derby.

Developed Intellectual Property has the meaning set forth in Section 20.5 of the Contract.

Developer means WVB East End Partners, LLC, as the developer of the East End Crossing, including its successors and assigns.

Development Agreement means the agreement among INDOT, IFA, KYTC, KPTIA, and the Louisville and Southern Indiana Bridges Authority effective as of October 16, 2012, which defines the roles and responsibilities for procurement, revenue sharing, financing, construction, tolling, operation, and maintenance of the Project under a single financial plan and Project Management Plan.

Deviations means any change, deviation, modification or alteration from the requirements of the Contract Documents, applicable Law and the Governmental Approvals.

Differing Site Condition means physical conditions of an unusual nature, differing materially from those ordinarily encountered in the area and generally recognized as inherent in the type of work provided for in this Contract. The term shall specifically exclude all such conditions of which TSP had actual or constructive knowledge as of the Proposal Date. The foregoing definition specifically excludes (a) changes in surface topography; (b) variations in subsurface moisture content; (c) Utility facilities; (d) Hazardous Materials, including contaminated groundwater; and (e) any conditions which constitute or are caused by a Force Majeure Event.

Disaster Recovery System Plan means Plan to sustain operations and revenue collection of the system in case of a failure of a device or component of the TCS.

Division of Motor Vehicles (DMV) means the agencies in Indiana and Kentucky that provide vehicle registration information for UV Transactions and support the implementation of penalties against toll violators. In Kentucky, the agency that functions in this manner is referred to as the Department of Vehicle Regulation and in Indiana, the agency that functions in this manner is referred to as the Bureau of Motor Vehicles.

Downtown Bridges means both the New Downtown Bridge and the Kennedy Bridge.

Downtown Bridges Final Traffic Configuration means the end condition of the completed Downtown Crossing, with traffic flow in one direction only on each of the New Downtown Bridge and the Kennedy Bridge.

Downtown Bridges Final Traffic Configuration Tolling Readiness Deadline means the guaranteed date by which TSP must achieve Downtown Bridges Final Traffic Configuration Tolling Readiness, in accordance with Section 4.9.2(c) of the Contract.

Downtown Bridges Temporary Traffic Configuration means the traffic configuration of the Downtown Bridges as it exists at the time the East End Bridge is open to traffic. By way of clarification, it is anticipated that if the New Downtown Bridge is open to traffic on or before the date the East End Bridge is open to traffic, then the Downtown Bridges Temporary Traffic Configuration shall be the condition when the New Downtown Bridge is open to bi-directional traffic and, if required in KYTC's sole discretion, the Kennedy Bridge is open to one lane of southbound traffic. If the New Downtown Bridge is not open to traffic on or before the date that the East End Bridge is open to traffic, then the Downtown Bridges Temporary Traffic Configuration shall refer to whatever lanes of the Downtown Bridges are open to traffic from time to time until the Downtown Bridges are in the Downtown Bridges Final Traffic Configuration.

Downtown Bridges Temporary Traffic Configuration Tolling Readiness Deadline means the guaranteed date by which TSP must achieve Downtown Bridges Temporary Traffic Configuration Tolling Readiness, in accordance with Section 4.9.2(b) of the Contract.

Downtown Bridges Temporary Traffic Configuration Infrastructure Turnover Date means, with respect to each of the Kennedy Bridge and the New Downtown Bridge respectively, the date on which the DB Contractor has completed design and installation of all roadway infrastructure elements of the relevant Bridge that are DB Contractor's responsibility, including civil work and utilities, to a sufficient level of completion that will enable the TSP to complete its installation, integration and testing Work to the point necessary to achieve Downtown Bridges Temporary Traffic Configuration Tolling Readiness. The support elements to be provided by the DB Contractor as a condition to the Downtown Bridges Temporary Traffic Configuration Turnover Date for each of the Kennedy Bridge and the New Downtown Bridge include the following elements for each such Bridge:

- Tolling gantries to cover both directions of traffic in the area that is identified in the yellow highlighted section on the location drawing in the Reference Information Documents for the relevant Bridge.

- Concrete foundation slab and cabinet for the control cabinet that shall be located near the tolling gantries.

- Conduits under the roadway at each of the Toll Zones in order for the TSP to connect its equipment between the two gantries at each Project Site.

- Fiber optic stub points/junction boxes at each of the Toll Zone sites, at each location where equipment shall be installed by TSP, and to the TOC building that requires connection to the fiber backbone.

- Commercial power to all of the Toll Zones, other TCS equipment locations.

- Static signs and footings.

- Site grading, drainage, pavement, and utilities to accommodate the on-site TOC building which shall be designed and installed by TSP.

Downtown Crossing means the construction, reconstruction, operation and maintenance of both bridges being constructed/reconstructed by the Kentucky design-build team to carry I-65 traffic, consisting of the Kennedy Bridge and the New Downtown Bridge.

East End Crossing means the construction, operation, and maintenance of a new bridge to connect the Gene Snyder Freeway in Kentucky to the Lee Hamilton

Highway in Indiana, completing I-265's loop around the Louisville-Southern Indiana metropolitan area.

East End Bridge means the bridge resulting from the developed East End Crossing project.

East End Bridge Tolling Infrastructure Turnover Date means the date the Developer is required pursuant to the Development Agreement to make the East End Bridge tolling infrastructure available to the Toll Services Provider for the Installation Work.

East End Bridge Tolling Readiness Deadline means the guaranteed date by which TSP must achieve Tolling Readiness for the East End Bridge, in accordance with Section 4.9.2 of the Contract.

Effective Date means the date referenced in the definition of the Contract in this Exhibit A.

Eligible Surety means a bonding surety licensed in the State, listed on the U.S. Department of the Treasury's "Listing and Approved Sureties" (found at www.fms.treas.gov/c570/c570.html), rated "A" or higher by at least two nationally-recognized rating agencies (Fitch Ratings, Moody's Investor Service and Standard & Poor's) or rated at least A-, X or higher according to A.M. Best's Financial Strength Rating and Financial Size.

End of Contract Transition Plan means the Plan to be provided by the TSP which details the steps necessary to seamlessly transfer toll operations for the Project to another Joint Board contractor at the end of the Term without disruption in toll operations or degradation of performance.

End of Operations and Maintenance Term Acceptance means the occurrence of all of the events and satisfaction of all of the conditions set forth in Section 4.13 of the Contract.

Environmental Approvals means all Governmental Approvals arising from or required by any Environmental Law in connection with development of any portion of the Project.

Environmental Law means any Law that regulates or governs the use, generation, manufacture, storage, handling, treatment, recycling, transportation, or disposal of Hazardous Material or pollution or protection of human health, safety, and the environment, including: (1) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601, *et seq.*); (2) the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801, *et seq.*); (3) the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901, *et seq.*); (4) the Toxic Substances Control Act (15 U.S.C. §§ 2601, *et seq.*); (5) the Clean Water Act (33 U.S.C. §§ 1251,

et seq.); (6) the Clean Air Act (42 U.S.C. §§ 7401, *et seq.*); (7) the Emergency Planning and Community Right-to-Know Act (42 U.S.C. §§ 11001, *et seq.*); (8) the Oil Pollution Act (33 U.S.C. § 2701, *et seq.*). With respect to work in the Commonwealth of Kentucky, the term Environmental Law shall also mean and include all applicable Kentucky laws that regulate or govern the use, generation, manufacture, storage, handling, treatment, recycling, transportation, or disposal of Hazardous Material or pollution or protection of human health, safety, and the environment, and with respect to Work in the State of Indiana, the term Environmental Law shall also mean and include all applicable Indiana laws that regulate or govern the use, generation, manufacture, storage, handling, treatment, recycling, transportation, or disposal of Hazardous Material or pollution or protection of human health, safety, and the environment. The term "Environmental Law" shall not include the Occupational Safety and Health Act (29 U.S.C. Section 651, *et seq.*).

Equipment Lane means a travel lane or shoulder that passes through the Toll Zone that shall be equipped with Toll Collection System equipment and has all necessary Hardware, and Software to meet all requirements of the Roadside System.

Equity Member means (a) each entity with a direct equity interest in the Proposer (whether as a member, partner, joint venture member, or otherwise), and (b) each entity proposed to have a direct equity interest in the Toll System Provider.

Error means an error, omission, inconsistency, inaccuracy, deficiency or other defect.

ETC Account means an account established by a Project customer for the payment of tolls based upon the Transponder registered to the account holder.

ETC Component means a process consisting of RF antenna(s) and reader equipment installed for a toll lane and a compatible Transponder mounted in a vehicle for automatic unique identification of the vehicle upon the electronic read of the Transponder as it passes through the lane.

ETC Contractor means, individually and collectively, the equipment contractor(s) supplying the Joint Board-Provided ETC Equipment. As of the date of this Contract, the ETC Contractor is Kapsch TrafficCom IVHS Inc.

ETC Equipment means the Joint Board-Provided ETC Equipment and any other ETC equipment included in the ETC Component.

Evaluation Committee means the group that will review the technical proposals and score them pursuant to the guidelines contained herein. The group will consist of representatives from INDOT, KYTC, and non-voting expert advisors.

Event Transaction means any data produced by the System or an operator that describes the status of the hardware, software and any processes within the TCS. An

Event Transaction provides data that can be used to determine the operational status of the system including any errors, outages or faults.

Excusable Delay has the meaning set forth in Section 13.6 of the Contract.

Expendable Materials means construction materials (e.g. lumber, steel, concrete, re-bar) and equipment (e.g. shovels, power tools, office equipment, computers) that are completely incorporated into the work or have no salvage value at completion of the work.

Extended Services means services provided by TSP to accommodate toll transactions in excess of the range specified in Section 13.9.1.5 of the Contract.

Federal Requirements means the provisions required to be part of federal-aid construction contracts, including but not limited to the provisions set forth in Exhibit F to this Contract.

Final Payment means payment by the Joint Board of the final installment of the Contract Price with respect to either the TCS Installation Work, or the Operations and Maintenance Work, depending upon the context.

Final System Documentation means the complete final System Documentation needed by TSP to configure, install, integrate test and maintain the TCS, satisfying the requirements of TR Section TP.

Final Toll Collection System Operations and Maintenance Price Invoice means the TSP's invoice submitted to the Joint Board requesting the Final Operations and Maintenance Payment in accordance with Section 12.8 of the Contract.

Financial Transaction means financial data related to the credits, debit, adjustments and reversals made within the TCS and made by any external service provider.

Fiscal Year means the calendar year or any other consecutive 12-month period selected by TSP and approved by the Joint Board.

Float means generally the difference between early completion times and late completion times for activities as shown on the Project Schedule, and shall include any float contained within an activity as well as any period containing an artificial activity (that is, one which is not encompassed within the meaning of "work).

Flow of Funds Flow Chart means the illustration in Attachment C-3 to the Technical Requirements detailing the various ways in which the TSP shall collect Gross Revenues, and the procedure for handling, depositing, reconciling and transmitting Gross Revenues.

Force Majeure Event means any of the events listed in clauses (a) through (g) below, subject to the exclusions listed in clauses (i) through (vii) below, which materially and adversely affects TSP's obligations, provided such events are beyond the control of the TSP-Related Entities and are not due to an act, omission, negligence, recklessness, willful misconduct, breach of contract or Law of any of the TSP-Related Entities, and further provided that such events (or the effects of such events) could not have been avoided by the exercise of caution, due diligence, or reasonable efforts by TSP:

- (a) Any earthquake, tornado, hurricane or other natural disaster;
- (b) Any epidemic, blockade, rebellion, terrorism, war, riot, act of sabotage or civil commotion;
- (c) Any Change in Law, which (1) requires a material modification of the non-configurable elements of the TSC, (2) requires TSP to obtain a new major State, Commonwealth or federal approval not previously required for the Project, (3) results in an increase in TSP's costs directly attributable to the Change in Law of at least \$100,000, or (4) specifically targets the Project;
- (d) any spill of Hazardous Material by a third party who is not a TSP-Related Entity which occurs after the date upon which the NTP was issued and is required to be reported to a Governmental Entity and which renders use of the roadway or construction area unsafe absent assessment, containment and/or remediation;
- (e) Issuance of a temporary restraining order or other form of injunction by a court that prohibits prosecution of a material portion of the Work, except to the extent arising out of, related to or caused by, the delay, act, omission, negligence, willful misconduct, recklessness or breach of contract or Law by any of the TSP-Related Entities;
- (f) A traffic incident caused by a States' Party or a third party that causes physical damage to the Roadside System; and
- (g) From and after System Acceptance, malicious or other acts by third parties that TSP is not required to control or supervise causing physical damage or similar occurrence to the Roadside System, including intentional acts of sabotage.

The term "**Force Majeure Event**" shall be limited to the matters listed in clauses (a) through (g) above, and shall apply only on an individual Crossing basis. The occurrence of a Force Majeure Event as to any Bridge shall not apply to other Bridges and aspects of the Project unless the same event has occurred as to such other Bridges and aspects. "**Force Majeure Event**" specifically excludes from its definition the following matters which might otherwise be considered a force majeure event:

- (i) any fire or other physical destruction or damage, or delays to the Project which occur by action of the elements, including lightning, explosion, drought, rain, flood, snow, storm, except as specified in clause (a);
- (ii) except as provided in clause (g), malicious or other acts intended to cause loss or damage or other similar occurrence, including vandalism or theft;
- (iii) any strike, labor dispute, work slowdown, work stoppage, secondary boycott, walkout or other similar occurrence;
- (iv) the suspension, termination, interruption, denial, failure to obtain, non-renewal or change in any requirements of any Governmental Approval, except for any such matter falling within the scope of clauses (c), (d) or (e);
- (v) any increased costs or delays related to failure to obtain any approval, work or other action from a Utility owner;
- (vi) the presence at, near or on a Project Site, as of the date upon which the NTP is issued, of any Hazardous Material, including substances disclosed in documents made available or provided to the TSP by the Joint Board prior to the date upon which the NTP is issued, as well as any substances contained in any structure required to be demolished in whole or in part or relocated as part of the work;
- (vii) any matters not caused by the Joint Board or beyond the control of the Joint Board and not listed in clauses (a) through (g).

General Warranty Period has the meaning assigned in Section 11.4.1 of the Contract.

Generally Accepted Accounting Principles means such accepted accounting practice as, in the opinion of the accountant, conforms at the time to a body of generally accepted accounting principles.

Good Industry Practice means the exercise of the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from time to time from a skilled and experienced professional systems integrator, engineer, constructor, installer, toll collection and violations enforcement operator or maintenance provider seeking in good faith to comply with its contractual obligations, complying with all applicable Laws and Governmental Approvals, using accepted systems integration, configuration, installation, construction and maintenance standards, and toll collection and violations enforcement standards, processes, procedures and criteria normally

used on similar projects in the United States, and engaged in the same type of undertaking in the United States under similar circumstances.

Governmental Approval means any permit, license, consent, authorization, waiver, variance or other approval, guidance, mitigation agreement, or memoranda of agreement/understanding, and any amendment or modification of any of them provided by Governmental Entities including State, Commonwealth, local, or federal regulatory agencies, agents, or employees, which authorize Work, but excluding any such approvals given by or required from any Governmental Entity in its capacity as a Utility owner.

Governmental Entity means any federal, State, Commonwealth, or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity other than the Joint Board or the States' Parties.

Gross Revenues means all revenues from whatever source received or collected, or caused to be collected, by TSP as agent for the Joint Board hereunder, including all revenues and receipts from users of the Bridges (e.g. collections from AVI users, deposits for transponders, daily toll collections, collections of fees, and of fines and penalties from violators). Gross Revenues include unearned revenues received as prepaid amounts for customer ETC accounts.

Guaranteed Performance Requirements means the Performance Requirements with respect to which Performance Liquidated Damages or Performance Stipulated Damages that are assessed pursuant to Section 4.10.6 and Section 4.10.7 of the Contract, as more particularly defined in Exhibit N to the Contract.

Guarantor means any Person providing a guaranty with respect to TSP's obligations under this Contract.

Hardware means the physical, tangible and permanent components of a computer or data processing system.

Hazardous Materials means (i) any chemical, material or substance at any time defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "acutely hazardous waste," "radioactive waste," "bio-hazardous waste," "pollutant," "toxic pollutant," "contaminant," "restricted hazardous waste," "infectious waste," "toxic substance," or any other term or expression intended to define, list or classify substances by reason of properties harmful to health, safety or the indoor or outdoor environment (including harmful properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, "TCLP" toxicity" or "EP toxicity" or words of similar import under any applicable Environmental Laws); (ii) any oil, petroleum, petroleum fraction or petroleum derived substance; (iii) any drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or

geothermal resources; (iv) any flammable substances or explosives; (v) any radioactive materials; (vi) any asbestos-containing materials; (vii) urea formaldehyde foam insulation; (viii) electrical equipment which contains any oil or dielectric fluid containing polychlorinated biphenyls; (ix) pesticides; and (x) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any Governmental Entity or which may or could pose a hazard to the health and safety of the owners, operators, users or any Persons in the vicinity of the Project or to the indoor or outdoor environment.

Hazardous Materials Management means sampling, stock-piling, storage, backfilling in place, asphalt batching, recycling, treatment, clean-up, remediation, transportation and/or off-site disposal of Hazardous Materials, whichever is the most cost-effective approach authorized under applicable Law.

Hazardous Materials Management Plan means the TSP's Plan for Hazardous Materials Management if Hazardous Materials or recognized Potential Environmental Conditions are encountered.

Image Processing System means an imaging system used to record license plate images of selected vehicles (to be defined in the Business Rules) in a still image form including processing of such images. It also includes all controllers, servers, and software required to perform OCR and vehicle matching.

Indemnified Parties means the Commonwealth of Kentucky, KPTIA, KYTC, the Louisville/Jefferson County Metro Government, the State of Indiana, Clark County, Indiana, INDOT, Indiana Finance Authority, the Bridges Authority, the Tolling Body and the Joint Board, and their respective officers, directors, board members, employees, consultants, representatives, agents and successors and assigns.

Indiana Department of Transportation (INDOT) means the Indiana state agency responsible for planning, building, and operating Indiana's transportation system, including the development and implementation of a strategic plan to meet the needs of Indiana and its stakeholders, and to enhance economic development.

Indiana Finance Authority (IFA) means a body politic and corporate with authority to assist Indiana in the financing, acquisition, building, and equipping of structures for state use, including highways, toll roads, and bridges.

Indiana Parties means INDOT and IFA.

INDOT Building means the main INDOT office located at One North Capital Avenue, Indianapolis, IN 46204.

Initial Operating Budget has the meaning assigned in Section 12.13.1 of the Contract.

Installation and Delivery Phase means the time period during which the TSP performs the Installation Work.

Installation Work means the Work that TSP is required to perform from NTP to System Acceptance.

Installation Work Requirements has the meaning assigned in Section 2.1.3.1 of the Contract.

InterAgency Group means the InterAgency Group comprised of 26 toll road operators in the E-ZPass network that organizes and controls the documents and technology used within the E-ZPass network for interoperable ETC, also referred to as E-ZPass.

Interface Control Document means the document that defines the file formats and related Business Rules for processing data or transactions, and the interface or interfaces between two subsystems, which is used to connected different commercial systems to meet functional or performance requirements. An Interface Control Document describes the interworking of two elements of a system that share a common interface. For example, a communications interface is described in terms of data items and messages passed, protocols observed and timing and sequencing of events.

Interlocal means the agreement between INDOT, IFA, KYTC, and KPTIA entered pursuant to IC 36-1-7 et seq. and KRS 65.210 to 65.300 to facilitate the accomplishment of the Project by sharing the individual agencies' powers with the Joint Board, the Tolling Body, and each other as necessary to comply with the terms of the Development Agreement, and for the benefit of the citizens of Indiana and Kentucky.

Joint Board means a board created by the Interlocal Agreement composed of the Public Finance Director of the State of Indiana, the Chairperson of KPTIA, the Secretary of KYTC, and the Commissioner of INDOT, or any of their representatives or their respective successors. The Joint Board may designate one or more individuals or groups of individuals to administer the Contract(s). Any reference made to the Joint Board in this document shall mean the Joint Board or its designee. Specifically, "Joint Board approval" means approval by a designee of the Joint Board unless the nature and scope of the approval contemplated would require a formal resolution in accordance with Joint Board by-laws.

Joint Board Authorized Representative shall mean the Persons designated as the Joint Board Authorized Representative(s) in Exhibit X.

Joint Board-Caused Delays means delays arising from the following matters and no others, but only to the extent that they (i) materially adversely affect a Critical Path, (ii) are not mitigated by or susceptible to handling by a work around or consumption of Float, and (iii) are not due to an act, omission, negligence,

recklessness, willful misconduct, breach of contract or violation of Law of or by any of the TSP-Related Entities:

- (A) Joint Board-Change Directives;
- (B) failure or inability of the Joint Board to provide responses to proposed schedules, plans, System Documentation, condemnation and acquisition packages, and other submittals and matters for which response is required, within the time periods (if any) indicated in the Contract Documents, or other failure of the Joint Board to act within a reasonable time period with respect to actions which it is required to take under this Contract, including failure to provide TSP with access to the Project Site in accordance with the approved Project Schedule, following delivery of written notice from TSP reasonably requesting such action in accordance with the terms and requirements of this Contract; and
- (C) uncovering, removing and restoring Work, if such Work exposed or examined is in conformance with the requirements of the Contract Documents, the Governmental Approvals and applicable Law, unless such conforming Work was performed or materials used without adequate notice to and opportunity for prior inspection by the Joint Board.

Any suspension of Work arising from litigation shall not be considered a Joint Board-Caused Delay (although it may qualify as a Force Majeure Event under clause (e) of the definition of “**Force Majeure Event**”) despite the fact that the Joint Board may specifically direct TSP to suspend the Work. Joint Board-Caused Delays shall apply only on an individual Bridge basis. The occurrence of a Joint Board-Caused Delay as to a single Bridge shall not apply to other Bridges and aspects of the Project unless the same event has occurred as to such other Bridge or aspect of the Project.

Joint Board-Provided Approvals shall mean, with respect to each Crossing, as applicable, the following:

- (a) the ROD or FONSI, as appropriate;
- (b) nationwide permit for the placement of dredged and fill material into waters of the United States under Section 404 of the Clean Water Act (33 U.S.C. § 1344) and certification that the actions permitted under the Section 404 permit are in compliance with State water quality requirements and other applicable State laws under Section 401 Water Quality Certification (33 U.S.C. § 341)(1986); and

- (c) approvals under the National Historic Preservation Act (16 U.S.C. § 470(f)) and implementing regulations (36 C.F.R §§ 800, *et seq.*) to the extent the Joint Board has agreed to be responsible therefor.

Joint Board-Provided ETC Equipment means the readers, antennae and other ETC Equipment supplied by the ETC Contractor and provided by the Joint Board to the TSP for use in the TCS, as listed in Exhibit L.

Joint Board Standards means all the applicable State and Commonwealth public works standards, criteria, requirements, building codes and/or regulations.

Kennedy Bridge means the bridge currently carrying I-65 traffic which is to be rehabilitated and reconstructed to carry only I-65 southbound traffic.

Kennedy Crossing means the rehabilitation, reconstruction, operation, and maintenance of the bridge currently carrying I-65 traffic to carry only I-65 southbound traffic.

Kentucky Parties means KPTIA and KYTC.

Kentucky Public Transportation Infrastructure Authority (KPTIA) means the independent de jure municipal corporation and political subdivision of the Commonwealth of Kentucky with the authority to participate in the construction, operation, financing, and oversight of significant transportation projects connecting Kentucky and Indiana, and to review, approve, and monitor all such projects, and to assist with the operation, financing, and management thereof in accordance with KRS Chapter 175B.

Kentucky Transportation Building means the main Kentucky Transportation Cabinet Office located at 200 Mero Street, Frankfort, KY 40622.

Kentucky Transportation Cabinet (KYTC) means the department and agency of the Commonwealth of Kentucky responsible for, and with authority to direct and control the establishment, construction, and maintenance of Kentucky's primary road system.

Kentucky Transportation Cabinet's Enterprise Database (TED) means the database used by KYTC to store accounting, road and bridge conditions, and other related data for reporting purposes.

Key Personnel means those TSP personnel positions specified in Section 7.3.1 of the Contract.

Latent Defect means a material defect in the Joint Board-Provided ETC Equipment that exists at the time the TSP issues its certification that the Work has satisfactorily completed the Pre-Production Controlled Test, but is not known to the TSP

or cannot be discovered by TSP's inspection, review, testing and commissioning of the Joint-Board Provided ETC Equipment in accordance with Good Industry Practices and the other requirements of the Contract Documents.

Law or Laws means any statute, law, regulation, ordinance, rule, judgment, order, decree, permit, concession, grant, franchise, license, agreement, directive, guideline, policy requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Entity, which is applicable to any portion of the Project, any ROW, and/or the Work, whether now or hereafter in effect, including Environmental Laws.

Lien means any pledge, lien, security interest, mortgage, deed of trust or other charge or encumbrance of any kind, or any other type of preferential arrangement (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, any lease in the nature of a security instrument and the filing of or agreement to file any financing statement under the Uniform Commercial Code of any jurisdiction).

Liquidated Damages means the amounts designated as liquidated damages that TSP is required to pay to the Joint Board pursuant to Section 4.10 and Section 4.12 of the Contract, and Exhibit N to the Contract.

Losses means any loss, damage (including personal injury, property damage and natural resource damages), injury, liability, cost, expense (including attorneys' fees and expenses (including those incurred in connection with the enforcement of any provision of this Contract)), fee, charge, demand, investigation, proceeding, action, suit, claim, judgment, penalty, fine or Third Party Claims.

Louisville-Southern Indiana Ohio River Bridges Project (LSIORB Project) means the construction, reconstruction, operations, maintenance, and tolling of the Downtown Crossing and the East End Crossing.

Louisville-Southern Indiana Ohio River Bridges Toll Project (Project) means the construction, operations, and maintenance of the AET System for tolling of the Downtown Bridges and the East End Bridge.

Maintenance means the ongoing work to operate and keep the System operational to collect revenue after the commencement of Revenue Service.

Maintenance Online Management System (MOMS) means an automated, fully integrated system that monitors the status of operational equipment in real-time, records equipment and process failures, notifies maintenance personnel, generates and tracks work orders, maintains preventative maintenance schedules, generates repair history, provides alerts for hot listed vehicles, maintains parts inventory and asset management, and allows communication between TSPs and the Joint Board.

Maintenance Payment Bond has the meaning set forth in Section 8.1.4 of this Contract.

Maintenance Performance Bond has the meaning set forth in Section 8.1.4 of this Contract.

Maintenance and Support Plan (MSP) means the approved written maintenance and support plan and procedures for preventative and corrective maintenance and support activities for the TCS developed by TSP and approved by the Joint Board as provided in TR Section TP.

Maintenance Records means the maintenance records that TSP is required to maintain pursuant to TR Section OM.

Major Spare Parts means a field replaceable unit that consists of Hardware components that operate the major subsystems of the TCS (e.g. AVC, VES). Major Spare Parts also means those Spare Parts and categories of Spare Parts listed in Exhibit BB, the actual cost of which shall be a reimbursable Pass-Through Cost Item with respect to any Major Spare Parts that need to be replaced after the first calendar year of the Contract Term and that are no longer covered by a manufacturer's warranty, or that should have been covered by a warranty absent the failure of TSP to comply with its obligation to provide and maintain such warranties.

Major Spare Parts Costs has the meaning assigned such term in Section 12.12.2 of the Contract.

Major Subcontractor means any Subcontractor that is a party to a Major Subcontract.

Major Subcontract means (a) a Subcontract with the entity(ies) primarily responsible for the (i) roadside ETC System; (ii) Toll Operations Center; (iii) BOS; (iv) CSC; and (v) customer service Walk-Up Centers; and (b) a Subcontract to perform any part of the Work or to provide any materials, equipment or supplies for the Project on behalf of Toll System Provider valued in excess of 15 percent (15%) of the Contract Price for Work prior to Acceptance, and (b) a Subcontract for Work that includes any systems programming, equipment installation, or provision of operations personnel.

Master Testing and Commissioning Plan means the plan that TSP is required to deliver pursuant to TR Section TP-019.

Minor Revisions means changes that are primarily aesthetic in nature, do not involve material changes in system or database architecture, and are not based on Technical Requirements for the Configuration Work or statutory and non-discretionary standards relating to public health, safety and welfare. Minor Revisions may include, without limitation, changes or additions to configurable business rules, configurable

logic, display items that can be derived from already captured data, and screen and report layouts, data inclusions, title, colors, graphics and fonts.

Mission Critical System means any Hardware, Software, operations, equipment, material, supplies, parts or other element of the TCS that causes unrecoverable or recoverable revenue loss.

Mobilization Readiness has the meaning provided in Section 4.7.1 of the Contract.

Mobilization Readiness Date means the date on which TSP achieves Mobilization Readiness for the Project.

Mobilization Readiness Deadline means the guaranteed date by which TSP must achieve Mobilization Readiness as specified in Section 4.7.2 of the Contract or be assessed liquidated damages for delay in achieving Mobilization Readiness.

Monthly Operations and Maintenance (O&M) Report means the monthly report of the TSP's operations and maintenance activities, including TCS performance measured against the Performance Guaranties, that TSP is required to submit for Joint Board approval pursuant to TR Section TP during the TCS Operations and Maintenance Term.

Monthly Progress Reports means all reports that TSP is required to submit on a monthly basis pursuant to the Technical Requirements.

Monthly Project Management Report means the monthly report of the TSP's activities measured against the Progress Milestones that TSP is required to submit for Joint Board approval pursuant to TR Section TP during the Installation Period.

National Electric Safety Code means the model code covering the installation of electrical conductors, equipment, and raceways; signaling and communications conductors, equipment, and raceways; and optical fiber cables and raceways published by the IEEE Standards Association.

National Electrical Manufacturers Association (NEMA) means the association that defines standards for various grades of electrical enclosures typically used in industrial applications. Each is rated to protect against designated environmental conditions. A typical NEMA enclosure might be rated to provide protection against environmental hazards such as water, dust, oil, coolants, or atmospheres containing corrosive agents. A full list of NEMA enclosure types is available at <http://www.nema.org>.

Network Operations and Maintenance Price means the total fixed price compensation (excluding actual direct Pass Through Cost Items) that the Joint Board is obligated to pay the TSP for the Network Operations and Maintenance Work.

Network Operations and Maintenance Work means all work necessary to maintain, operate and support the Wide Area Network and Local Area Network.

Network Systems means Software and Hardware used to transmit and receive data between various components internal and external to the TCS.

Network Systems Plan means the plan that describes the network OSI Layer 2 and Layer 3 architecture, design and configuration of the Wide Area Network and Local Area Network for the TCS.

New Downtown Bridge means the new bridge spanning the Ohio River that, together with the Kennedy Bridge, is part of the Downtown Bridges.

New Downtown Crossing means the construction, operation, and maintenance of the New Downtown Bridge.

Nonconforming Work means Work that any Governmental Entity or the Joint Board determines does not conform to the requirements of the Contract Documents, the Governmental Approvals, applicable Law or the Design Documents.

Non-Disclosure Agreement means TSP's standard non-disclosure or restricted use agreement which executed agreement shall be accepted by the TSP in connection with the Project.

Notice of Mobilization Readiness means a written notice from the Joint Board to the TSP indicating the Joint Board's determination that the TSP has satisfied all conditions to Mobilization Readiness.

Notice of Partial Termination for Convenience means written notice issued by the Joint Board to TSP terminating part of the Work of TSP for convenience.

Notice of Pre-Toll Operations Readiness means a written notice from the Joint Board to the TSP indicating the Joint Board's determination that the TSP has satisfied all conditions to Pre-Toll Operations Readiness.

Notice of Revenue Service Commencement means a written notice from the Joint Board to the TSP establishing the date on which tolling will commence.

Notice of Termination for Convenience means written notice issued by the Joint Board to TSP terminating the Work of TSP for convenience.

Notice of Tolling Readiness means a written notice from the Joint Board to the TSP pursuant to Section 4.9.3 of the Contract indicating that the Joint Board considers Tolling Readiness to have been achieved.

Notice to Proceed (NTP) means the written notice issued by the Joint Board to TSP authorizing TSP to proceed with Work.

Ohio River Bridges Project means the Louisville Southern Indiana Ohio River Bridges Project to improve cross-river mobility in the Louisville–Southern Indiana Region through the construction or reconstruction of three bridges across the Ohio River, financed in part through joint toll operations by the Joint Board. The Ohio River Bridges Project is also referred to herein as the LSIORB Project.

Open Book Basis means a process by which the Joint Board is provided full and complete access to and/or details of, all original invoices, vouchers and books of account (including information regarding overhead, profit and mark-up) necessary to demonstrate the TSP’s actual cost of performing the Work.

Operations and Maintenance Work means all Work necessary to operate and maintain the TCS during the Operations and Maintenance Term.

Operations Tests means performance tests that TSP is required to successfully conduct after the Revenue Service Date pursuant to TR Section TP-024.

Optical Character Recognition means a software process that automatically recognizes license plate characters without requiring human intervention and which, in this application, extracts and provides the license plate numbers and jurisdiction from the image of the license plate.

Other Joint Board Contractor means a contractor under contract to the Joint Board to design, build, finance, operate and/or maintain any part of the Bridges or adjacent roadway.

Owner Design Documents means some or all of the schematic design, and any as-built drawings, plan sheets, drawings (including plans, profiles, cross-sections, notes, elevations, sections, details and diagrams), specifications, reports, studies, calculations, electronic files, records or similar documents furnished by the Joint Board to TSP in the Reference Information Documents and in the Attachments to the Technical Requirements.

Party means TSP or the Joint Board, as the context may require, and “**Parties**” shall mean TSP and the Joint Board, collectively.

Pass-Through Cost Items means those items and categories of items specified in Exhibit H.

Payment Bond has the meaning set forth in Section 8 of the Contract.

Payment Milestone means each set of completed Work for which the TSP may submit an invoice to the Joint Board, as specified in the “Payment Milestone Descriptions” included in Exhibit CC to the Agreement.

PCI Data Security Standard (PCI DSS) means the guideline to help organizations that process card payments prevent credit card fraud, hacking, and various other security vulnerabilities and threats. A company processing, storing, or transmitting payment card data must be PCI DSS compliant and will be audited to ensure compliance. Failure to meet PCI Data Security Standards can lead to loss of ability to process credit card payments and fines. PCI DSS can be found at: <https://www.pcisecuritystandards.org>

Performance Bond has the meaning set forth in Section 8 of the Contract.

Performance Guaranties means the TSP's commitment to meet the Performance Requirements specified in TR Section PR.

Performance Liquidated Damages has the meaning assigned in Section 4.10.5 of the Contract.

Performance Requirements means the requirements described in TR Section PR.

Performance Stipulated Damages has the meaning assigned in Section 4.10.7.2 of the Contract.

Persistent Breach means (i) if a Tolling Zone fails to meet or exceed any one or more of the Performance Requirements defined in TR Sections PR with respect to any Mission Critical System each day for more than 5 consecutive days, with compliance measured on a daily basis, or each day for more than 10 (consecutive or non-consecutive) days in any calendar quarter (3 month period), with compliance measured on a daily basis, or (ii) if a Tolling Zone fails to meet or exceed any one or more of the Performance Requirements defined in TR Sections PR with respect to any other matter, function or system that is not a Mission Critical System each day for more than 10 consecutive days, with compliance measured on a daily basis, or each day for more than 15 (consecutive or nonconsecutive) days in any calendar quarter (3 month period), with compliance measured on a daily basis.

Person means any individual, corporation, joint venture, limited liability company, company, voluntary association, partnership, trust, unincorporated organization or Governmental Entity.

Personally Identifiable Information has the meaning provided in Section 2.2.14.5 of the Contract.

Plans or plans means all Joint Board-approved plans required to be developed by the TSP pursuant to TR Section TP.

Pre-Existing Software has the meaning set forth in Section 20.5 of the Contract.

Pre-Production Controlled Test means a test of all conditions and meeting all protocols for the Pre-Production Controlled Test specified in TR Section TP 022.

Pre-Toll Operations means the Work to operate the TOC and the CSC during the Pre-Toll Operations Period, as described in Payment Milestone CS-002 and TO-010.

Pre-Toll Operations Period means (i) with respect to the TOC, the period of time starting two months before the Revenue Service Date as reasonably estimated by the Joint Board and ending on the Revenue Service Date; and (ii) with respect to the CSC and WUC, the period of time starting six (6) months before the Revenue Service Date as reasonably estimated by the Joint Board and ending on the Revenue Service Date.

Pre-Toll Operations Readiness means the satisfaction of all of the conditions to commencement of the Pre-Toll Operations Period as specified in Section 4.6.1 of the Contract.

Pre-Toll Operations Readiness Deadline means the date by which TSP is required to achieve Pre-Toll Operations Readiness.

Price Proposal means TSP completed price sheets submitted with its Proposal in the forms attached Form G to the RFP.

Price Sheet means the completed pages of Form G detailing the compensation to be paid to the TSP for completing the Work associated with each Payment Milestone. The Price Sheets are included in Exhibit C of the Contract.

Priority 1 Defect means a software, hardware, or system failure that causes an un-recoverable fault. This typically either results in a loss of data or revenue or impacts external customer interfaces. There is typically no workaround for Critical issues.

Program Manager means the individual designated by TSP and approved in writing by the Joint Board with overall full responsibility for the prosecution of the Project, and who is an Authorized Representative of TSP with respect to all Project matters.

Progress Milestone means the certain or significant accomplishments towards completion of the Work.

Progress Milestone Date means the date upon which Progress Milestones are to be achieved as set forth in the approved Project Schedule.

Project means the provision, design, construction, equipping, integration, installation, operation and maintenance of the TCS for the Ohio River Bridges Project.

Project Data means all information and data concerning the TCS' operations, maintenance and performance collected by the TSP.

Project Management Plan (PMP) means the plan required pursuant to 23 U.S.C. 106(h) developed by the States and approved by FHWA on July 30, 2012. The PMP and related updates can be found at: <http://kyinbridges.com/project/documents.aspx>.

Project Manager-Installation means the individual designated by TSP and approved in writing by the Joint Board in the position to take full responsibility for the prosecution of the Installation Work and who is an Authorized Representative of TSP on all matters pertaining to the Installation Work.

Project Manager-Operations and Maintenance means the individual designated by TSP and approved in writing by the Joint Board in the position to take full responsibility for the prosecution of the TCS Operations and Maintenance Work and who is an Authorized Representative of TSP on all matters pertaining to the Operations and Maintenance Work.

Project Schedule has the meaning set forth in Section 2.2.11.3 of the Contract, consistent with the requirements for a CPM schedule set forth in TR Section PR.

Project Site means, depending upon the context, the ROW of either Kentucky or Indiana on which any part of the Work is to be located, and any temporary rights or interests that TSP may acquire at its own cost and expense in connection therewith. Depending upon the context, in the Agreement "Project Site" also may refer to the premises of the WUC, the CSC, the TOC or any combination thereof.

Proposal means the proposal submitted on the Proposal Date by TSP to the Joint Board in response to the RFP.

Proposal Date means February 10, 2015.

Public Records Act means collectively Indiana Code 5-14-3 and relevant provisions of Indiana Code 8-15.5-4-2, 6 and 13 and the Kentucky Open Records Act, as they may be amended from time to time.

Punch List means, with respect to each Bridge, the list of Work which remains to be completed after System Production Readiness has been achieved and before Acceptance, and shall be limited to items of the Work that are necessary to correct minor imperfections and deviations from the requirements of the Contract Documents, Governmental Approvals, applicable Law and Design Documents, but which have no material or adverse effect on the use, safety or operability of the Project.

Quality Management Plan (QMP) means that document generated pursuant to TR Item TP-017 that describes the proposer's procedures and techniques for quality

control and quality assurance in all areas including development of requirements, functional requirements, and design documentation, hardware procurement, software development, implementation and testing, commissioning, maintenance, and issue tracking.

Reasonable Investigation means the following activities by appropriate, qualified professionals prior to the date on which Toll System Provider submitted its Proposal:

- (a) Visit and visual, non-intrusive inspection of the Project Site and adjacent locations, except areas to which access rights were not made available by the date on which Toll System Provider submitted its Proposal;
- (b) Review and analysis of all Reference Information Documents;
- (c) Review and analysis of Joint Board-Provided Approvals available prior to the date on which Toll System Provider submitted its Proposal;
- (d) Reasonable inquiry with utility owners;
- (e) Review and analysis of material Laws applicable to the Project or the Work as of the Proposal Date; and
- (f) Other activities sufficient to familiarize Toll System Provider with surface and subsurface conditions affecting the Site or surrounding locations;

except that none of the foregoing activities includes conducting field studies, geotechnical investigations, or original research of private records not contained or referenced in the Reference Information Documents or Technical Provisions.

Reconciliation means the culmination of the process associated with ensuring that Financial Transactions and Traffic Transactions are accounted for through their end state and no further actions are required..

Record of Decision means the record of decision issued by FHWA in September of 2003, indicating the original preferred alternative for the Project.

Recovery Plan means the schedule TSP is required to provide under Section 4.11 of the Contract.

Reference Information Documents means the documents and information included in Volume III of the RFP. Except as expressly provided in the Contract Documents, the Reference Information Documents are not considered Contract Documents and were provided to TSP for informational purposes only and without representation or warranty by the Joint Board.

Referenced Standard means any standard applicable to the Project established by reference contained in the Contract Documents to a described publication.

Registered Professional Engineer means, with respect to each of Indiana and Kentucky, a person who is duly licensed and registered by the Indiana Board of Professional Engineers or the Kentucky Board of Professional Engineers to engage in the practice of engineering in such State, respectively.

Registered Video means the image of a license plate that is associated with and processed against an RVA.

Registered Video Account (RVA) means an account established by a Toll Project customer for the payment of tolls based upon the license plate of the account holder. A Registered Video Account may have prepaid or postpaid payment methods.

Regulatory Approvals means all local, regional, Commonwealth, State and federal agreements, studies, findings, permits, approvals, certifications, licenses and other governmental actions required to be obtained, taken or completed under Applicable Laws prior to undertaking any particular activity contemplated by the Contract Documents.

Release of Hazardous Materials means any spill, leak, emission, release, discharge, injection, escape, leaching, dumping or disposal of Hazardous Materials into the soil, air, water, groundwater or environment, including any exacerbation of an existing release or condition of Hazardous Materials contamination.

Request for Change Proposal means a written notice issued by the Joint Board to TSP under Section 13 of the Contract, advising TSP that the Joint Board may issue a Joint Board Change Directive or wishes to evaluate whether to initiate such a change pursuant to Section 13 of the Contract.

Request for Information means a written request prepared by TSP after Design Documents have been released for construction to initiate the process for potential design changes or clarifications.

Request for Proposals or **RFP** means the Request for Proposals issued by the Joint Board on December 8, 2014 with respect to the Project, including all attachments thereto and any subsequent addenda.

Revenue Control Management Agreement means the agreement entered into by, or to be entered into by, the Joint Board and the Revenue Control Manager.

Revenue Control Manager means the entity that performs accounting functions for the Project pursuant to the Custody and Revenue Control Agreement.

Revenue Day means the 24-hour toll collection day expressed from 00:00:00 to 23:59:59 in military time.

Revenue Service means the collection of tolls for use of the Bridges.

Revenue Service Date means with respect to a Bridge the date on which Revenue Service commences for a specific traffic configuration.

Revised Record of Decision means the revised record of decision, signed by FHWA on June 19, 2012, indicating the new selected alternative for the Project.

RFP Documents means all of the information and materials supplied to TSP in connection with the issuance of the RFP, including Instructions to Proposers, the Contract Documents and the Reference Information Documents and any addenda issued in connection therewith.

Right of Way or ROW means, with respect to each Bridge, the area available to the TSP for the construction and installation of the Project.

Roadside Go Live means Revenue Service for each Bridge.

Roadside Operations and Maintenance Price means the total fixed price compensation (excluding actual, direct Pass Through Cost Items) that the Joint Board is required to pay TSP for the Roadside Operations and Maintenance Work.

Roadside Operations and Maintenance Work means all of the work that TSP is required to perform to meet the requirements of TR Section RS and OM.

Roadside System (or Roadside Traffic Control System) means Hardware, Software and systems required to detect, classify and create Traffic Transactions for vehicles traveling on a Bridge.

Roadside System Availability is calculated monthly for each Equipment Lane and has the meaning set forth in Exhibit N.

Roadside System and Network Installation Plan means the plan that the TSP is required to deliver pursuant to TR Section TP, Item TP-004.

Roadside System and Network System Plan means the plan that the TSP is required to deliver pursuant to TR Section TP, Item TP-001.

Safety Plan means the plan the TSP is required to deliver pursuant to TR Section TP, Item TP-009.

Scope of Work or scope of work means the description of the Work required to be performed by the TSP in the TR.

Second Source Hardware Plan shall mean the plan that the TSP is required to deliver pursuant to TR Section RS, Item RS-004.

Software is a general term referring to computer software consisting of the instructions or programs that are executed by a computer.

Software Maintenance Option has the meaning set forth in Section 2.2.6 of the Contract.

Software Maintenance Option Period has the meaning set forth in Section 2.2.6 of the Contract.

Software Source Code has the meaning set forth in Section 20.6.3(b) of the Contract.

Source Code Escrow means the escrow established with the Code Escrow Agent to hold TSP's deposit of the Software Source Code

Spare Parts means Components and Major Spare Parts.

Spare Parts Inventory Plan means the plan prepared by the TSP and approved by the Joint Board pursuant to TR Section TP that details the type and amounts of all Spare Parts that the TSP anticipates will be required to operate and maintain the TCS and meet all requirements of the Contract Documents during each year of the Term (including any TCS Operations and Maintenance Option Periods), and sets forth the manner in which the TSP shall assure continuous maintenance of a 3-months level of inventory of all spare parts and equipment required to maintain the TCS and meet all requirements of the Contract Documents.

Spare Parts Requirements means the Spare Parts listed in Sheet SP of Exhibit C, which is TSP's list of all Spare Parts that it anticipates it will require to comply with the Contract Documents during the Term.

Specific Contract Price Component Line Items means the itemized line item Costs listed in the individual Price Sheets in Exhibit C for the individual Contract Price Components.

Start-Up Operations means the period of time commencing on the first Tolling Readiness Date and ending on the first anniversary of such date.

State means the State of Indiana.

State Auditor means, collectively or individually, the Auditor of the State of Indiana, elected under Article 6, Section 1 of the Indiana Constitution, whose powers and duties are described by Indiana law, and/or the Kentucky State Auditor of Public

Accounts, and any outside auditors employed by the State and/or the Commonwealth, and/or a State Party.

States' Parties or State Party means, collectively or individually, INDOT, KYTC, IFA, and KPTIA.

Steady State Operations means the period of time from and after the end of Start-Up Operations.

Subcontract (or subcontract) means any agreement by TSP with any other Person, Subcontractor or Supplier to perform any part of the Work or provide any materials, equipment or supplies for any part of the Work, or any such agreement at a lower tier, between a Subcontractor and its lower tier Subcontractor or a Supplier and its lower tier Supplier, at all tiers.

Subcontractor (or subcontractor) means any Person with whom TSP has entered into any Subcontract to perform any part of the Work or provide any materials, equipment or supplies for the Project on behalf of TSP and any other Person with whom any Subcontractor has further subcontracted any part of the Work, at all tiers.

Subcontractor Dispute has the meaning set forth in Section 19.4 of the Contract.

Supplier (or supplier) means any Person not performing work at or on the Project Site which supplies machinery, equipment, materials, Hardware, Software, systems or any other appurtenance to any portion of the Project to TSP or to any Subcontractor in connection with the performance of the Work. Persons who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from a Project Site shall not be deemed to be performing Work at the Project Site.

System means the Toll Collection System.

System Acceptance means the Joint Board acceptance of the System upon review and written approval of a successful System Acceptance Test and satisfaction of all other conditions in Section 4.10.9 of the Contract.

System Acceptance Test means the test to be conducted by the TSP pursuant to TR Section TP-025.

System Assurance Monitoring means monitoring activities undertaken to assure the continuous performance of the TCS in accordance with the Performance Requirements.

System Certification Audit means the performance audit report that TSP is required to prepare and submit pursuant to TR Section OM-008.

System Configuration and Management Plan means the plan that TSP is required to deliver pursuant to TR Section TP-010.

System Documentation means all drawings (including plans, profiles, cross-sections, notes, elevations, sections, details and diagrams), specifications, reports, studies, calculations, electronic files, records and submittals, including but not limited to the Plans, System Requirements Document, the Software (including both Source Code and object code) and other materials required to adequately document the System as configured, and necessary for, or related to, the configuration, installation, integration, testing, maintenance and operation of the Project in accordance with the Contract Documents, the Governmental Approvals and applicable Law.

System Monitoring means an automated, fully integrated system that monitors the status of operational equipment in real-time, records equipment and process failures, notifies maintenance personnel, generates and tracks work orders, maintains preventative maintenance schedules, generates repair history, provides alerts for hot listed vehicles, maintains parts inventory and asset management, and allows communication between TSPs and the KYTC/INDOT. This is also known as Maintenance Online Management System (MOMS).

System Performance Requirements shall mean the requirements for System performance set forth in TR, Section PR.

System Production Readiness Test means the test of all conditions to Pre-Toll Operations Readiness, meeting all protocols for such test set forth in TR Section TP-023.

TCS Component Price(s) shall mean any one or more of the Total Toll Collection System Capital Price, the Total Toll Collection System Operations and Maintenance Price (Years 1 through 7), the Total CSC Operations Price (Years 1 through 7), and/or the Total TOC Operations Price (Years 1 through 7) as specified in the sheet OP-Overall Price of the Price Sheets in Exhibit C. Each TCS Component Price is further comprised of the line items specified in the corresponding detailed price sheet(s) for each such TCS Component Price.

TCS Installation Work means all Work necessary to provide, design, install, equip, test and achieve Acceptance of the TCS.

TCS Operations and Maintenance Option means the Joint Board's option to extend the period of time during which the TSP is required to operate and maintain the TCS for an additional two year period in accordance with the terms of the Contract, as the context so requires.

TCS Operations and Maintenance Option Period means a two year period of time during which the TSP is required to operate and maintain the TCS upon the Joint Board's exercise of a Maintenance Option.

TCS Operations and Maintenance Option Price means the lump sum fixed price compensation to be paid to the TSP for maintaining the TCS during the TCS Operations and Maintenance Option Period.

TCS Operations and Maintenance Report means the periodic maintenance related reports that TSP is required to submit pursuant to TR Section TP.

TCS Operations and Maintenance Term means the period during which TSP is obligated to perform the Maintenance Work, commencing for each Bridge upon the commencement of tolling operations for such Bridge, and continuing until the date that is seven (7) years from the first anniversary of the later to occur of the Revenue Service Date of the Downtown Crossing Final Configuration or the Revenue Service Date of the East End Bridge, plus any extension of such period due to the Joint Board's exercise of the Maintenance Option.

TCS Operations and Maintenance Work means the Roadside Operations and Maintenance Work, the Network Operations and Maintenance Work, the Back Office System (BOS) Hosting Work, the Back Office System (BOS) IT Operations and Maintenance Work, the Toll Operations Center (TOC) Operations and Maintenance Work, and the Customer Service Center (CSC) Operations and Maintenance Work TSP is required to perform during the TCS Operations and Maintenance Term, except for the Punch List Work and Warranty Work.

Technical Proposal means TSP's completed Technical Response Form submitted on Form K of the RFP.

Technical Requirements (TR) means the Technical Requirements (LSIORB Toll Project) Final, constituting the document describing the scope of the Work and related standards, criteria, requirements, conditions, procedures, specifications and other provisions for the LSIORB Toll Project, as such provisions may be changed, added to, deleted or replaced pursuant to the Agreement.

Term means the period commencing on the Effective Date and ending on the date on which all obligations and liabilities of TSP under this Contract have been performed and discharged. For greater certainty, "Term" includes the TCS Operations and Maintenance Term.

Third Party Claims means any and all claims, disputes, disagreements, causes of action, demands, suits, actions, judgments, investigations or proceedings brought by a Person that is not a Party with respect to damages, injuries, liabilities, obligations, losses, costs, penalties, fines or expenses (including attorneys' fees and expenses) sustained or incurred by such Person.

TOC Pre-Tolling Operations Commencement means the point in time at which the TSP starts to perform the TOC Pre-Toll Operations Work.

TOC Pre-Toll Operations Work means the Work that TSP is required to perform to operate the TOC during the Pre-Toll Operations Period as it pertains to the TOC.

TOC System Plan shall mean the plan that the TSP is required to deliver pursuant to TR Section TP, Item TP-003.

Toll Collection System (TCS) means the complete, functioning, state-of-the-art AET System based on Transponder and video processing for identification of vehicles for every Toll Zone on the Toll Project. The major roadside functions of the TCS are accurate detection, classification, and identification of every vehicle passing through Toll Zones. The major functions of the TCS with respect to the back office are acceptance of transactions from the roadside, management of accounts, collection of revenue, operation of the system and production of reports on those revenues to KYTC/INDOT.

Toll Facilities means the facilities utilized in connection with the TCS both on-site at the Toll Zones and off-site at the CSC, WUC and TOC, including the operations building and related building equipment, systems and appurtenances, toll plaza and related equipment, systems and appurtenances, areas adjacent to the toll plaza including the walkway to and from the toll lanes, the landscaping and related equipment, systems and appurtenances in the area of the toll plaza, the toll plaza canopy, the toll lanes, and the gantries.

Toll Gantry means a gantry or series of gantries comprised of a Toll Zone upon which Toll Zone System equipment is mounted.

Toll Operations Center (TOC) means the Hardware, Software and systems used to monitor the system level operations of the TCS. The Toll Operations Center may include a separate or integrated facility with the BOS or CSC.

Toll Operations Center (TOC) Operations and Maintenance Price (years 1 through 7) means the total fixed price compensation to be paid by the Joint Board to the TSP for the Toll Operations Center Operations and Maintenance Work (excluding actual, direct Pass-Through Cost Items).

Toll Operations Center (TOC) Operations and Maintenance Work (years 1 through 7) means the Work that TSP is required to perform pursuant to TR Section OM.

Toll Policy Agreement means an agreement entered by the States, Parties (or certain of them representing each State) establishing a comprehensive toll policy for the Project and approved by the Tolling Body.

Toll Rate Schedule means a schedule of toll rates and other charges adopted from time to time by the Tolling Body for the Toll Facilities. The Toll Rate Schedule shall include tolls for all classifications of vehicles utilizing the Toll Facilities.

Toll System Provider means Kapsch TrafficCom IVHS Inc., a corporation formed under the laws of the state of Delaware, together with its partners, employees, agents, officers, directors, representatives, consultants, successors and assigns.

Toll Zone (or Tolling Zone) means a strategic location on the roadway where a gantry structure exists to collect ETC, AVC, and Image data of passing vehicles. Some Toll Zones will have highly configurable reversible lanes for various traffic configurations.

Tolling Body means the body established in the Development Agreement and the Interlocal Agreement, being comprised of the members of the Joint Board plus one additional representative of IFA and one additional representative of KPTIA or any of the members' respective successors.

Tolling Readiness means the point at which the TSP has satisfied all of the conditions precedent to Revenue Service on a Bridge, as set forth in Section 4.8.1 of the Contract.

Tolling Readiness Date means the calendar date on which the TSP achieves Tolling Readiness, as certified by the Joint Board's issuance of a Notice of Tolling Readiness.

Tolling Readiness Deadline means, with respect to each Toll Zone, the date specified in Section 4.9.2 of the Contract by which the TSP must achieve Tolling Readiness or be subject to the payment of Delay Liquidated Damages for delay.

Total CSC Operations Price (years 1 through 7) means the complete fixed price compensation (excluding actual direct Pass Through Cost Items) payable to the TSP to perform the Operations Work for the Operations Term.

Total TOC Operations Price (years 1 through 7) means the complete fixed price compensation (excluding actual direct Pass Through Cost Items) payable to the TSP to perform the TOC Operations Work for the Operations Term.

Total Toll Collection System Capital Price means the complete fixed price compensation (excluding actual direct Pass Through Cost Items) payable to the TSP for Installation Work,

Total Toll Collection System Operations and Maintenance Price (years 1 through 7) means the complete, fixed price compensation to be paid by the Joint Board to TSP for performance of the TCS Maintenance and Operations Work, including the Roadside Operations and Maintenance Price, the Network Operations and Maintenance Price, the Back Office System (BOS) Hosting Price, the Back Office System (BOS) IT Operations and Maintenance Price, the Toll Operations Center (TOC) Operations and Maintenance Price, and the Customer Service Center (CSC) Operations and

Maintenance Price specified in the Exhibit C (excluding actual direct Pass-through Cost Items).

Traffic Transaction means the transaction created by the Roadside System that provides date, time, location, vehicle classification, transponder identification for ETC transactions, license plate number and jurisdiction and any other information required by the Technical Requirements to provide a record of a vehicle crossing on a Bridge, including a transponder (ETC) transaction, an image transaction, and an interoperable transaction that is used for payments due to or from an E-ZPass interoperable agency.

Training Plan means the plan described in TR Section TP, Item TP-007.

Transaction means Traffic Transactions, Financial Transactions and Event Transaction data in the TCS.

Transition Plan means the plan that TSP is required to deliver pursuant to TR Section TP, Item TP0012.

Transponder means a radio frequency device mounted in or on a vehicle to provide a unique identifier to the TCS.

Transportation Enterprise Database (TED) means the KYTC enterprise data warehouse that brings data collected from multiple disparate systems together to create an aggregate view of related information.

TSP Event of Default has the meaning set forth in Section 16 of the Contract.

TSP Standards of Performance has the meaning assigned in Section 11.1 of the Contract.

TSP-Related Entities means (i) TSP, (ii) partners, joint venturers and/or members in or with TSP, (iii) Subcontractors (including Suppliers), (iv) any other Persons performing any of the Work, (v) any other Persons for whom TSP may be legally or contractually responsible, and (vi) the employees, agents, officers, directors, shareholders, representatives, consultants, successors, assigns and invitees of any of the foregoing.

TSP's Authorized Representative means such Person as TSP may designate in writing from time to time pursuant to Section 21.6.1 of the Contract.

Unidentified Utility means any Utility impacted by the Project which is not in one of the categories:

- (a) The Utility line is shown on a Utility Strip Map (irrespective of whether correct ownership is shown) or other Utility information provided by the Joint Board or made available to TSP.

- (b) The Utility type (e.g., gas, water, communication, electric) is shown on a Utility Strip Map or other Utility information provided by the Joint Board or made available to TSP (differences in material, e.g., clay vs. plastic, shall not be considered a difference in type).
- (c) The Utility is an overhead Utility existing as of the date on which the NTP is issued or which commenced installation prior to the date on which the NTP is issued.
- (d) The Utility is an extension of an Identified Utility (including a service line extending from a Utility that is not an Unidentified Utility).
- (e) The Utility is located in the same trench as a Utility that is not an Unidentified Utility (e.g. communication duct bank and joint communication cable facilities).

Any appurtenance, including manholes, pedestals, handholes, fire hydrants, and Fxboxes, not shown on a Utility Strip Map or other Utility information provided by the Joint Board or made available to TSP that is a component or extension of a Utility that is not an Unidentified Utility is considered a part of the Utility.

If a Utility falls within any of the categories listed above, then it is not an Unidentified Utility regardless of any discrepancy between (i) the information provided on a Utility Strip Map or other Utility information provided by the Joint Board or made available to TSP, and (ii) the actual characteristics of that Utility with respect to its size, its horizontal or vertical location, its ownership, its type (e.g., gas, water, communication, electric), or any other characteristic. Without limiting the generality of the foregoing, if a Utility is shown on a Utility Strip Map or other Utility information provided by the Joint Board or made available to TSP as being on public right of way, and it is in fact located on private right of way, or vice versa, that discrepancy is of no relevance in determining whether or not that Utility is an Unidentified Utility.

Uninterruptible Power Supply means a battery power system that supplies clean power and also provides limited backup power (the extent of which is subject to KYTC/INDOT approval) in the event utility power becomes unavailable.

Unregistered Video (UV) means a video transaction that was an apparent RV transaction at the time it was created at the lane; but after image review process, the license plate was determined to belong to a user without a Transponder or a RV account and the RV was converted to an unregistered video Traffic Transaction and billed to the user according to the KYTC/INDOT Business Rules.

Utility(ies) or **utility(ies)** means (1) a public, private, cooperative, municipal and/or government line, facility or system used for the carriage, transmission and/or distribution of cable television, electric power, telephone, telegraph, water, gas, oil, petroleum products, steam, chemicals, hydrocarbons, telecommunications, sewage, storm water not connected with the drainage of the Project, and similar substances that

directly or indirectly serve the public, and/or (2) a private pipeline. The term “Utility” or “utility” specifically excludes (a) storm water facilities providing drainage for the ROW, and (b) street lights and traffic signals. The necessary appurtenances to each utility facility shall be considered part of such utility. Without limitation, any service line connecting directly to a utility shall be considered an appurtenance to that utility, regardless of the ownership of such service line.

Utility Strip Map means a diagram depicting the location of utilities applicable to the Project Site.

Violation means the use of a Bridge without payment of the applicable toll and any fees within the time period specified by the Business Rules.

Violation Notice means a notice sent by the TSP to a Person who has committed a violation (regardless of whether a citation has been issued or a violation declared) in the format prescribed by the approved Business Rules. Such notice also is sometimes referred to as a Customer Statement.

Walk-Up Center (WUC) means a satellite customer service center for the TCS.

Warehouse Facility shall mean the facility that serves as storage facility for Spare Parts required for the Project. Requirements for the Warehouse Facility are set forth in Section TO of the Technical Requirements.

Warranty has the meaning set forth in Section 11 of the Contract.

Warranty Bond has the meaning set forth in Section 8 of the Contract.

Warranty Price means, for each Bridge, the lump sum fixed price compensation specified in the Price Proposal that is payable to TSP for the Roadside Warranty Work and the Back Office System Warranty Work for such Bridge, and with respect to the System, the lump sum fixed price compensation specified in the Price Proposal that is payable to the TSP for the Warranty Work with respect to the System as a whole

Watch List means a list of license plates that have been deemed problematic for ALPR identification purposes. A Watch List designated plate will always be sent for manual Image Review, regardless of ALPR confidence. Examples for Watch List inclusion include specific plates where customers (and/or non-customers) have repeatedly reported incorrect DMV identification, duplicate plate issues, incorrect lettering, fraud, or other causes for chronic disputes.

Work (or work) means all of the work required to be furnished and provided by TSP under the Contract Documents, including all administrative, design, support services, procurement, professional, manufacturing, supply, installation, integration, construction, supervision, management, testing, verification, labor, materials, equipment, maintenance, documentation and other duties and services to be furnished and provided by TSP as required by the Contract Documents, including all efforts necessary or appropriate to achieve Formal Acceptance and to maintain the System in

accordance with the standards set forth in the Contract Documents, except for those efforts which such Contract Documents expressly specify will be performed by Persons other than the TSP-Related Entities.

[END OF DEFINITIONS]

EXHIBIT AA

PRE-EXISTING COTS AND TSP-DEVELOPED SOFTWARE LIST

Software	Source	Version
Roadside System	Third Party	
Cent OS Linux	Third Party	6.4
Oracle DB License	Third Party	12c
Idris License	Third Party	AT700
VRX License	Kapsch	76000045860
Lane Controller (NA ORT) License	Kapsch	2.1
MOMS	Kapsch	4.0.11
LVDC License	Kapsch	LVDC421105SWL
KIM	Kapsch	1.1
AET Host	Kapsch	1.2
Kapsch ALPR	Kapsch	LPR 3220 VRX
Kapsch Fusion	Kapsch	FUS-3210-CTR
MySQL	Third Party	5.5
MS Windows 2012 Server Standard Edition	Third Party	2012

ARH Carmen	Third Party	7.2
Crystal Reports	Third Party	2011.14
Back Office System	Source	Version
Salesforce	Third Party	Summer 14 Release
Tableau	Third Party	8.2
FICO Debt Manager 9	Third Party	9
MSSQL Server	Third Party	MS SQL 2012
Microsoft Windows Server 2008-2012	Third Party	Windows Server 2008-2012
AscentERP	Third Party	9.29.2010
DTK	Third Party	1.1
Remedyforce	Third Party	Winter 15
Intertraf OCR Engine	Third Party	1.20.4
BOS Mobile App	Gila Corp.	V1
Interactive Intelligence (i3) -	Third Party	4.0

EXHIBIT B
RESPONSIBILITIES MATRIX

This document summarizes key design criteria for the TCS that are established by the related work to be performed by the DB Contractor pursuant to the DB Contractor and the Developer pursuant to the Development Agreement. The table below lists major infrastructure components of the TCS, and allocation of responsibilities among the TSP, the DB Contractor, the Developer and the ETC Contractor with respect to such major infrastructure components. Notwithstanding the information summarized in this matrix, TSP shall have overall responsibility for coordinating its Work with the DB Contractor, the Developer and the ETC Contractor to ensure that its efforts result in a fully functioning TCS that meets all requirements of the Contract Documents.

ID	Infrastructure Component	DB Contractor/ Developer responsibility	Toll System Provider responsibility	ETC Contractor Responsibility
1.	Communications infrastructure for data communications between toll gantry and toll equipment site.	Provide and install conduits and pull string and install a cap on each conduit end point.	Provide install and terminate data communications cable between toll equipment site and toll gantry. Toll Gantry: Terminate fiber optic network cable and any media converters, provide any cabinets and all necessary materials to connect fiber to equipment at toll equipment site. Toll Equipment Site: Terminate fiber optic network cable, provide, install and configure switch and cabinet for local area network communications.	None
2.	Power Infrastructure and Service	Provide and Install a 120/208 V commercial power and meter from utility service and meter.	Provide power connections, power conditioning and main and sub power panels to service any toll equipment located at toll equipment site or toll gantry. Transfer power service to Toll System Provider name.	None
3.	Toll Gantry	DB Contractor: Provide standard INDOT Box gantry structure. Developer: Provide standard KYTC box gantry structure. DB Contractor/Developer: Provide conduits, raceways to support toll equipment installation.	Install, configure, test, tune, and commission toll equipment required for revenue service to be attached to the tolling gantries. Note: Approximate antenna size, cameras, sensors and other information for gantry design toll criteria has been provided by the Joint Board to the DB Contractor and the Developer.	None

ID	Infrastructure Component	DB Contractor/ Developer responsibility	Toll System Provider responsibility	ETC Contractor Responsibility
4.	Toll Equipment mounted on toll gantry	Provision space for AVI cabinet 3' (width) x 4 feet (height)(approximate) for placement on gantry.	Install, configure, test, tune, and commission all toll equipment (including but not limited to Cameras, classification sensors, ETC equipment), support brackets (e.g., unistrut) and cabling to power toll equipment on the gantry).	Provide ETC Equipment to be installed by the TSP. Provide technical support to the Toll System Provider during the Installation, Testing and Commissioning of the ETC Equipment by the Toll System Provider.
5.	Automatic Vehicle Classification Inductive Loop placement (If applicable)	Coordinate the design and placement and loop layout, junction boxes with loop placement installation with infrastructure with the Toll System Provider.	If the Toll System Provider's TCS configuration requires the use of an inductive loop system to meet the Performance Requirements in the Technical Requirements. TSP shall coordinate the loop layout design and installation with the DB Contractor and the Developers. Install, configure, test, tune, and commission inductive loop system in accordance with the final loop layout and design diagram.	None
6.	Toll Sign Design Criteria	Provide and Install updated toll signs in accordance with plans and specifications and as described in the Toll Sign Master Plan and Sign Criteria.	None	None
7.	Changeable Message Panels (Toll Rate signs only)	Provide static changeable message signs without the electronic changeable message panels. (The electronic changeable message panels will be provided by TSP). Provide and install a power service and meter to the changeable message panels that will be installed in the changeable toll rate sign structures by the TSP. Provide pole within 50 feet of the changeable message sign and with power service and meter at the pole.	Provide, install, configure, test, tune, and commission electronic changeable message panels into the static changeable message sign structures provided by the Design Builder/Developer, provide wireless and local access updates to the changeable message panels. Provide, install, configure, test, tune, and commission CCTV camera to monitor the changeable message sign. Provide network connection to Toll Operations Center to view the signs, which may be a secure commercial wireless modem.	None
8.	Data Communications Services	Provide communications infrastructure (conduit and pull string) as indicated in item 1 above.	Toll System Provider (or sub-contractor known as Communication Service Provider) to provide fiber backbone in accordance with Attachment C-1 to the Technical	None

ID	Infrastructure Component	DB Contractor/ Developer responsibility	Toll System Provider responsibility	ETC Contractor Responsibility
		DB Contractor/Developer to coordinate with the Toll System Provider (or their representative) for access to site to run fiber.	Requirements.	
9.	Toll Equipment Site	DB Contractor/Developer to provide pad and infrastructure including 2 vaults for communications, and one power vault in an 11 feet x 18 feet (min) earth level pad.	Install, configure, test, tune, and commission toll equipment, cabinets, toll equipment, and concrete pads(as required) and data/power from DB Contractor-provided and Developer-provided vaults.	None
10.	Security of Toll Equipment on Toll Equipment Site and Gantry	Gantry: Provide standard IN Box Structure and KY Box Structure for respective projects. Label vaults provided at Toll Gantry or Toll Equipment Site as "utility".	Install, configure, test, tune, and commission access control to all cabinets and provide and monitor motion controlled CCTV at cabinets.	None
11	Surge suppression / lightning protection	Provide lightning protection design for toll gantry as design criteria for the Toll System Provider equipment surge suppression plan.	Install, configure, test, tune, and commission surge suppression equipment for toll equipment.	Provide design criteria for surge suppression of ETC equipment for Toll System Provider Installation.
12	Existing utilities	Confirm that DB Contract/Developer are not aware of any high voltage (>600 V) less than 100 feet in any direction of tolling points.	None Conduct spectrum survey at each Toll Zone to confirm that no radio frequency or other electromagnetic interference with tolling equipment at the Tolling Zones.	None
13	Transition and coordination of work to achieve toll operations	Coordinate access to toll gantry per respective DB Contract/Development Agreement requirements with access to facilities for toll equipment installation, tuning and commissioning. Provide temporary tolling signs required during MOT phases as required.	Provide Roadside and Network Installation Plan and Transition Plan as outlined in the Technical Provisions for Joint Board review and approval. Provide schedule for toll equipment installation at tolling sites and coordinate activities with DB Contractor and Developer.	None

References:

1. Toll Sign Master Plan and Sign Criteria (last dated November 14, 2013) - See Reference Information Documents
2. Toll Equipment Area(site) Diagram (last dated October 22, 2013) - See Attachment C-1 of the Technical Requirements
3. Conceptual Data Plan (last dated December 19, 2013 - See Attachment C- 1 of the Technical Requirements

FORM G-1**Contract Price- Total Toll Collection System Capital and Operations and Maintenance Price**

Item No.	Payment Milestone Description	Total Summary Price
CP-001	Total Roadside, Network, Generator and CMS Price	\$4,940,155
CP-002	Total Back Office System (BOS) and Disaster Recovery (DR) Price	\$216,016
CP-003	Total TOC Planning and TOC Pre-Toll Operations and System Monitoring Price	\$530,849
CP-004	Total CSC Pre-Toll Operations Price	\$201,751
CP-005	Total Project Management and Planning Documents Price	\$1,828,644
CP-006	Total End to End System Tests Price	\$3,855,231
CP-007	Total Data Mart Price	\$750,000
CP-008	Total Bonds and Insurance Price	\$244,759
CP-009	Total Toll Collection System Capital Price	\$12,567,405
CP-010	Roadside and CMS Operations and Maintenance Price Per Contract Term	\$3,028,536
CP-011	Network Maintenance Price Per Contract Term	\$462,588
CP-012	Back Office System (BOS) Hosting Price Per Contract Term	\$1,096,416
CP-013	Back Office System (BOS) IT Operating and Maintenance Price Per Contract Term	\$2,433,312
CP-014	Toll Operations Center (TOC) Operations and Maintenance Price Per Contract Term	\$462,588
CP-015	Customer Service Center Operations and Maintenance Price Per Contract Term	\$21,438,780
CP-016	Total Toll Collection System Operations and Maintenance Price	\$28,922,220
CP-017	Total Toll Collection System Capital and Operations and Maintenance Price	\$41,489,625

Note 1: Warranties as described in the Contract Documents should be included in above prices.

FORM G-2					
Total Roadside, Network, Generator and CMS Price					
Item No.	Payment Milestone Description	Proposer's Unit Price	Total No. of Units	Unit of Measure	Total Price
RS-001	Roadside System Plan and Documentation		1	Each	\$193,755
RS-002	Roadside Hardware Equipment Purchase and Delivery	\$47,658	34	Per Equipment Lane	\$1,620,381
RS-003	Roadside Software License		1	Each	\$650,328
RS-004	Roadside Onsite Equipment Installation	\$12,985	34	Per Equipment Lane	\$441,490
RS-005	Roadside Integration		1	Each	\$720,478
RS-006	Roadside Training	\$21,120	2	Each	\$42,240
RS-007	Roadside Go-Live	\$72,019	3	Each	\$216,057
RS-008	Roadside System As Built Documentation		1	Each	\$147,298
RS-009	Total Roadside Price				\$4,032,027
RS-010	Payment Milestone Description	Proposer's Unit Price	Total No. of Units	Unit of Measure	Total Price
RS-011	Network System Plan and Documentation		1	Each	\$0
RS-012	Network Hardware Equipment Purchase and Delivery		1	Each	\$92,380
RS-013	Network Software License		1	Each	\$0
RS-014	Network Onsite Equipment Installation	\$15,513	4	1 Per Tolling Point	\$62,052
RS-015	Network Training		1	Each	\$25,309
RS-016	Network System As Built Documentation		1	Each	\$0
RS-017	Total Network Price				\$179,741
RS-018	Payment Milestone Description	Proposer's Unit Price	Total No. of Units	Unit of Measure	Total Price
RS-019	Generator Plans, Cut Sheets and Documentation		1	Each	\$0

FORM G-2					
Total Roadside, Network, Generator and CMS Price					
Item No.	Payment Milestone Description	Proposer's Unit Price	Total No. of Units	Unit of Measure	Total Price
RS-020	Generator Equipment Purchase and Delivery	\$29,145	4	1 Gen per Tolling Point	\$116,580
RS-021	Generator Onsite Equipment Installation	\$7,756	4	1 Per Tolling Point	\$31,024
RS-022	Generator Startup and Training		1	Each	\$6,327
RS-023	Generator Equipment As Built Documentation		1	Each	\$0
RS-024	Total Generator Price				\$153,931
RS-025	Payment Milestone Description	Proposer's Unit Price	Total No. of Units	Unit of Measure	Total Price
RS-026	Changeable Message Sign Equipment Purchase and Delivery	\$65,990	8	Each	\$527,920
RS-027	Onsite Equipment Installation of Changeable Message Sign	\$5,817	8	Each	\$46,536
RS-028	Total Changeable Message Sign (CMS) and Installation Price				\$574,456
RS-029	Total Roadside, Network, Generator, and CMS Price				\$4,940,155

FORM G-3					
Total Back Office System (BOS) and Disaster Recovery (DR) Price					
Item No.	Payment Milestone Description	Proposer's Unit Price	Total No. of Units	Unit of Measure	Total Price
BO-001	Business Rules and Operational Requirements		1	Each	\$12,261
BO-002	Back Office System Plan and Documentation		1	Each	\$16,349
BO-003	Intermediate BOS Site Visit and Configuration Observation		1	Each	\$4,087
BO-004	BOS Software Licensing		1	Each	\$144,098
BO-005	BOS Customer Payment Channels Approval and Acceptance		1	Each	\$6,131
BO-006	Training for all BOS Operations		1	Each	\$20,829
BO-007	BOS Go-Live		1	Each	\$8,174
BO-008	Total Back Office System (BOS) Price				\$211,929
BO-009	Payment Milestone Description	Proposer's Unit Price	Total No. of Units	Unit of Measure	Total Price
BO-010	Disaster Recovery System Plan and Failover Documentation		1	Each	\$4,087
BO-011	Disaster Recovery Hardware Equipment Purchase and Delivery		1	Each	\$0
BO-012	Total Disaster Recovery (DR) Price				\$4,087
BO-013	Total Back Office System (BOS) and Disaster Recovery (DR) Price				\$216,016

FORM G-4				
Total Toll Operations Center (TOC) Planning Price, and Pre-Toll Operations and System Monitoring Price				
Item No.	Payment Milestone Description	Total No. of Units	Unit of Measure	Total Price
TO-001	MOMS Plan and Documentation	1	Each	\$36,745
TO-002	TOC Hardware Equipment Purchase and Delivery	1	Each	\$30,479
TO-003	TOC Software Setup and Installation	1	Each	\$393,113
TO-004	TOC Onsite Equipment Installation	1	Each	\$15,513
TO-005	TOC Training	1	Each	\$18,982
TO-006	TOC System As Built Documentation	1	Each	\$36,017
TO-007	Total TOC Planning Price			\$530,849
TO-008	Payment Milestone Description	Total No. of Units	Unit of Measure	Total Price
TO-009	TOC Pre-Operations and System Monitoring (For 2 months Prior to Revenue Service Date)	1	Each	\$0
TO-010	Total TOC Pre-Toll Operations and System Monitoring Price			\$0
TO-011	Total TOC Planning, and TOC Pre-Toll Operations and System Monitoring Price			\$530,849

FORM G-5						
Total Customer Service Center (CSC) Pre-Toll Operations Price						
Item No.	Payment Milestone Description	Duration	Unit Price	Total No. of Units	Unit of Measure	Total Price
CS-001	Planning of CSC Prior to Pre-Toll Operations			1	Each	\$110,353
CS-002	Pre-Toll Operations	6 months prior to Tolling Readiness	\$15,233	6	Monthly	\$91,398
CS-003	Total CSC Pre-Toll Operations Price					\$201,751
<i>Note 1: This section shall be priced based upon 100,000 AMADTT +/-25,000 AMADTT for each year of operation.</i>						
<i>Note 2: One of the two required Walk-up Centers and the CSC may be co-located. However, only the Walk-Up Center costs shall be a Pass-Through Cost item. If the TSP chooses co-location, then the TSP shall provide a means and methodology to separate costs of the Walk-Up Centers and the CSC which means and methodology shall be subject to approval by the Joint Board.</i>						
<i>Note 3: All staffing costs for the Walk-Up Center prior to Tolling Readiness shall be included in Item CS-002.</i>						