

License & Use Agreement

Oklahoma Turnpike Authority *PIKEPASS* License & Use Agreement

1. License:

Subject to the terms of this License and Use Agreement ("Agreement"), the Oklahoma Turnpike Authority ("OTA") grants you a non-exclusive, revocable license to use the OTA's electronic toll payment system ("*PIKEPASS*") on the OTA's Turnpike System ("Oklahoma Turnpikes") and at other OTA authorized facilities ("Authorized Facilities"). The purpose of this Agreement is to allow you to electronically pay tolls and other authorized services through an account ("Account") you open and maintain with the OTA.

This Agreement replaces and supersedes all previous agreements and is the sole instrument defining your use of *PIKEPASS*. If the terms of this Agreement are not acceptable to you, you should discontinue your use of *PIKEPASS* immediately and close your Account in accordance with Section 4.7.

Use, retention, or permitting others to use your *PIKEPASS* transponder constitutes acceptance of these terms and is equivalent to signing this Agreement. The OTA may alter, amend, or otherwise change the terms and conditions of this Agreement at any time. If any part of this Agreement is determined invalid, all other parts remain in full force and effect. Failure to comply with the terms of this Agreement may result in the termination of your Account and this Agreement. The laws of the State of Oklahoma govern this Agreement. The Agreement currently in force may be viewed at **www.pikepass.com**

2. Use Of *PIKEPASS*:

1. Your *PIKEPASS* transponder must be mounted directly to your vehicle in accordance with the mounting guidelines provided with the transponder. You may also obtain *PIKEPASS* transponder mounting guidelines for your type of vehicle, including motorcycles and trailers, and type of *PIKEPASS* transponder (permanent internal sticker, internal portable or external) by contacting the *PIKEPASS* Customer Service Center ("CSC") or visiting **www.pikepass.com**. If you fail to properly mount your *PIKEPASS* transponder, it may not work properly and result in System

Matched Transactions, Video Tolls, citations, and termination of this Agreement. The OTA may not provide adjustments to your Account for System Matched Transactions or Video Tolls caused by an improperly mounted *PIKEPASS* transponder (see Sections 2.6 and 5). *PIKEPASS* transponders may not work in all makes and models of vehicles. You are responsible for ensuring that the proper *PIKEPASS* transponder is utilized for your specific make and model vehicle. Contact the CSC or visit **www.pikepass.com** for further information regarding vehicles known to have compatibility problems with *PIKEPASS* transponders.

2. Your *PIKEPASS* transponder must be associated with a single vehicle with a single license plate number. Your *PIKEPASS* transponder may not be assigned to more than one Account. You may assign PlatePay transactions to your Account for travel by any vehicle not associated with your *PIKEPASS* transponder; however, such transactions shall be classified on your Statement as "Video Tolls" and are subject to the provisions of Section 5. You are responsible for all tolls incurred by any vehicle using your *PIKEPASS* transponder and all PlatePay transactions you assign to your Account.

3. You agree to comply with all applicable traffic laws of the State of Oklahoma and the rules and regulations of the OTA while traveling Oklahoma Turnpikes.

4. If your Account does not have a sufficient balance to pay the toll, you may be charged an increased transaction rate and fees for Video Tolls, up to and including the PlatePay rate.

5. Vehicle classification is determined by the number of axles and/or shape of your vehicle. You shall only use your *PIKEPASS* transponder in the classification of the vehicle for which it is registered. If you transfer a portable *PIKEPASS* transponder to a different vehicle classification or if your vehicle temporarily changes classifications (vehicles with trailers), contact the CSC or visit **www.pikepass.com** for further details. If the OTA observes or detects that your vehicle is not identified with the appropriate classification associated with your *PIKEPASS* transponder, the OTA reserves the right to change the vehicle classification(s) for the associated toll transactions. Toll transactions involving such changes will be identified on your Statement. The OTA will notify you if a permanent reclassification of your vehicle is necessary. You agree to this method of calculating toll

charges. You further agree to review your Statement and notify the OTA of any toll charges resulting from an inaccurate vehicle classification within 30 days of the Statement Delivery Date.

6. Certain Oklahoma Turnpikes require that your *PIKEPASS* transponder is read to match both the entry and exit location points to calculate the toll charge based on your actual travel. These matching turnpikes include the Turner, Kickapoo, Will Rogers, Creek, Kilpatrick, Southwest Kilpatrick, and Cherokee. If your *PIKEPASS* transponder is not read at both the point of entry and point of exit on these turnpikes, the *PIKEPASS* system will complete the transaction utilizing the known read location(s) and will calculate the toll charge accordingly, up to and including the maximum toll for that turnpike based on the classification of your vehicle. These transactions are referred to as "System Matched Transactions" and will be identified on your Statement. On all other Oklahoma Turnpikes, your *PIKEPASS* transponder is read at barrier locations, and the toll charge is based on a defined distance regardless of your actual travel. You agree to review your Statement and notify the OTA of any toll charges inconsistent with your travels within 30 days of the Statement Delivery Date. The CSC may not adjust your Account if you fail to notify the OTA within this time period.

3. Vehicle Information:

1. You are responsible to provide and maintain accurate vehicle information concerning your Account, including but not limited to vehicle make, model, year, number of axles and/or vehicle shape, license plate number, and issuing state, territory, district, province, nation or other jurisdiction.
2. You are responsible to ensure that your vehicle's license plate number is readable and not obscured.
3. You are responsible for all tolls assessed to the vehicle(s) linked to your Account and *PIKEPASS* transponder(s) assigned to your Account until such time as you notify the OTA that you have disposed of the vehicle and/ or that permanently mounted *PIKEPASS* transponder(s) should be deactivated from your Account.

4. The Account:

1. **Prepaid Toll Amount:** The Prepaid Toll Amount is not a deposit. It is a prepayment of tolls you will incur while traveling on Oklahoma Turnpikes or toll roads maintained by Interoperable Toll Authorities. You agree to maintain

the Prepaid Toll Amount to cover all authorized charges, service fees, and penalties charged to your Account. The OTA may periodically analyze your Account activity and reserves the right to adjust the Prepaid Toll Amount necessary to maintain your Account. You will not receive interest on your Account balance.

The applicable toll, established by the OTA, is calculated at the entry/exit points and mainline/barrier plazas and deducted from your Account each time your *PIKEPASS* transponder is used or a Video Toll is assessed for travel on the Oklahoma Turnpike System. You may obtain a current schedule of toll rates by contacting the CSC or visiting **www.pikepass.com**. The applicable fees associated with other OTA Authorized Facilities can be obtained by contacting those facilities.

2. **Credit/Debit Card and Direct Debit Bank Draft (Auto Charge) Accounts:** If your Account is paid with a Credit/Debit Card or Direct Debit Draft, your Account will be replenished automatically by a charge to your authorized credit/debit card or bank account when your Account reaches a minimum balance established by the OTA. The charge will be in an amount sufficient to replenish the Prepaid Toll Amount to your Account.

3. **Cash, Check, and Money Order (Manual Replenishment) Accounts:** If your Account is paid with Cash/Check/ACH/Money Order, you will receive a "Payment Request" when your Account reaches a minimum balance established by the OTA. Upon receipt of a "Payment Request," you are required to replenish your Prepaid Toll Amount by paying the amount requested. Your payment must be received and posted before your Account balance reaches zero. An overdrawn account may result in the termination of your Account and this Agreement. If you have provided a security credit/debit card, such a card will only be charged when the Account is overdrawn for five business days.

4. **Account Changes, Updates and Privacy:** You are responsible for keeping your account information accurate and up to date. You must inform OTA immediately, in writing, by phone, or on the Internet, of any changes to your *PIKEPASS* Account information, i.e., address, phone number, vehicle description, number of axles and/or vehicle shape, vehicle license plate number, credit card expiration, etc. Failure to do so may result in Video Tolls, PlatePay transactions, citations, incorrect toll charges, service charges, and/or penalties. You can access **www.pikepass.com** to update your Account information. Use of **www.pikepass.com** for such updates shall be deemed

consent to modify your information within the OTA record system, and in the case of a change in credit/debit card information, authorization for the OTA to charge that credit/debit card for the amounts necessary to satisfy your obligations under this Agreement. To protect the privacy of your information, the OTA will require that you provide an Account Access Code. The OTA may also require that you provide additional verification information to access your Account. The OTA reserves the right to deny any requested changes to your Account if you are not able to provide the Account Access Code or verifying information.

5. **Negative Accounts:** If your Account balance is negative, you may not receive applicable discounted *PIKEPASS* toll rates. If your Account balance remains negative for more than 60 consecutive days, your Account may be terminated, resulting in the deactivation of your *PIKEPASS* transponder(s). Terminated Accounts will be forwarded to external collections, which may affect your credit rating. Collection fees may be assessed.

If your Account balance is equal to or less than $0.00, your Account will not be eligible to electronically pay tolls for your travel on an Interoperable Toll Authority toll road system (See section 6. Interoperability, below).

6. **Lost, Stolen or Damaged *PIKEPASS*:** If your *PIKEPASS* transponder is lost or stolen or if a vehicle linked to your Account is stolen, it is your responsibility to notify the OTA immediately. Any use of a lost or stolen *PIKEPASS* transponder is your responsibility until you report the loss or theft to the OTA. The OTA will deactivate the *PIKEPASS* transponder upon such notification, and you will not be responsible for future *PIKEPASS* activity. If it is later found that you are using a reportedly stolen and deactivated *PIKEPASS* transponder or reportedly stolen vehicle, the OTA reserves the right to reinstate the *PIKEPASS* transponder and charge your Account for all intervening activity. In the event a *PIKEPASS* transponder is recovered by you, the OTA reserves the right to apply toll charges to the Account that were incurred while the *PIKEPASS* transponder was reportedly lost or stolen. A damaged *PIKEPASS* transponder is not covered by any warranty. For purposes of this Agreement, damage is defined as the rendering of the *PIKEPASS* transponder defective or inoperable due to tampering, abuse, improper use, defacement, or accidental destruction. Removal of a permanently mounted *PIKEPASS* transponder sticker from the windshield renders it useless.

7. **Termination of License and Refunds:** OTA may terminate this Agreement at any time for any reason. You may terminate this Agreement at any time by making a request in writing. Upon termination of this Agreement, if monies are owed on your account payment must be made. OTA will refund any remaining Account balance after toll payments and any other fees have been deducted. Refunds will be issued approximately 60 days after this Agreement is terminated and your Account is closed.

8. **Other Fees:** Service fees and other charges may be deducted from your Account for additional services that are required to maintain your Account. Other Fees established by OTA will be charged to your Account based on a fee schedule which may be obtained by contacting the CSC or visiting **www.pikepass.com**.

9. **Dispute of Charges:** You agree to review your Statement of Toll Activity ("Statement") and notify the OTA of any errors related to toll charges, System Matched Transactions, Video Tolls, and changes in vehicle classification within 30 days of the Statement Delivery Date (defined as the last day of the month following the period displayed on the Statement). Questions regarding possible toll charge errors, system-matched transactions, video tolls, changes in vehicle classification, or any other information about your account should be directed to the CSC. Disputes concerning charges to your Account should be submitted to the CSC within 30 days of the Statement Delivery Date. Disputed charges made more than 30 days after the Statement Delivery Date must be submitted in writing for the OTA's further consideration. Account adjustments may not be made for requests received more than 30 days after the Statement Delivery Date, including but not limited to disputed charges relating to System Matched Transactions, Video Tolls, and vehicle reclassification(s).

Questions concerning toll transactions posted on your *PIKEPASS* Statement as a result of using your *PIKEPASS* transponder at an Interoperable Toll Authority should be directed to the CSC of the specific Interoperable Toll Authority where the turnpike travel took place. Disputes regarding toll transactions posted on your *PIKEPASS* Statement as a result of Interoperable Toll Authority transactions should be directed to the *PIKEPASS* CSC within 30 days of your *PIKEPASS* Statement Delivery Date. The *PIKEPASS* CSC will assist you to help resolve disputed transactions and submit necessary adjustments for posting to your *PIKEPASS* Account.

5. **Video Tolls:**

In cases where a *PIKEPASS* transponder is not identified at any toll location on the OTA Turnpike System, but your vehicle's license plate is recorded, the OTA will complete the transaction utilizing your vehicle's recorded location(s) and will calculate the toll charge accordingly. In addition, you may assign PlatePay transactions to your Account in accordance with Section 2.2. These transactions ("Video Tolls") will be identified on your Statement. If twenty (20) or more Video Tolls are posted to your Account for the prior month, the OTA may charge the maximum PlatePay toll rate for that turnpike based on the classification of your vehicle. Your Account is also subject to administrative charges and other fees for the processing of Video Tolls. You agree to this method of calculating toll charges. You further agree to review your Statement and notify the OTA of any toll charges inconsistent with your travels within 30 days of the Statement Delivery Date.

6. Interoperability

1. If you maintain a *PIKEPASS* Account balance above $0.00 prior to and during travel on an Interoperable Toll Authority toll road system, your *PIKEPASS* transponder(s) may be used at OTA Authorized Facilities and Interoperable Toll Authorities to electronically pay for tolls, parking and other authorized services. In addition, your vehicle's license plate, if linked to your Account, may also be used to electronically pay for tolls, parking, and other authorized services. You authorize the OTA to share your Account contact information with such facilities and authorities. Contact the CSC or visit **www.pikepass.com** for a listing of such facilities and authorities or to request that your *PIKEPASS* account be opted out of interoperability.

2. Interoperable Toll transaction charges will be deducted from your Account Prepaid Toll Amount. These transactions will be identified on your Account Statement separately from your Oklahoma turnpike travel and will not qualify for the *PIKEPASS* Volume Discount program. **You must maintain your Account Prepaid Toll Amount to cover all toll charges to your Account.**

3. Use of your *PIKEPASS* transponder or a vehicle's license plate linked to your account at an Authorized Facility or travel on an Interoperable Toll Authority's turnpike system subjects you to the terms/conditions and rate structure set by such facility or authority. The Authorized Facility or Interoperable Toll Authority, in its sole discretion, may refuse to accept your *PIKEPASS* transponder or a vehicle's license plate linked to your account as a method of payment.

4. If you maintain a separate account with an Interoperable Toll Authority and use a toll transponder issued by that authority in your vehicle at the same time as your *PIKEPASS* transponder, it is possible that you will incur duplicate toll transactions charged to each Account for the same turnpike travel. You agree to review your respective toll statements, identify any duplicate charges, and bring them to the attention of the *PIKEPASS* CSC within 30 days of your *PIKEPASS* Statement Delivery Date.

7. Miscellaneous:

1. OTA is not liable for the performance of your *PIKEPASS* transponder. You agree to hold the OTA harmless against all claims of damage, loss, cost, expense, or liability that in any way relates to toll charges to your Account for your use of or the performance of your *PIKEPASS* transponder, including any System Matched Transactions or Video Tolls.
2. You agree to pay all costs, including but not limited to attorney's fees, court costs, etc., incurred by the OTA to enforce the terms and conditions of this Agreement.
3. If you become the subject of any bankruptcy proceeding under the Bankruptcy Act or become insolvent, the OTA may terminate this Agreement and deactivate your *PIKEPASS* transponder(s). You remain liable for the payment of all unpaid toll charges and Other Fees, exclusive of any other remedy provided by law.
4. Incomplete *PIKEPASS* Account applications may not be processed. A valid state-issued document with photo identification in good standing may be required to open an Account. The OTA reserves the right to reject any *PIKEPASS* Account application.