

EXHIBIT L

FORM OF VIOLATIONS PROCESSING SERVICES AGREEMENT

This VIOLATIONS PROCESSING SERVICES AGREEMENT (this “Agreement”) is made and entered into this [•] day of [•] [•], by and between the VIRGINIA DEPARTMENT OF TRANSPORTATION (“VDOT”) and [•], a [•] (the “Participant”).

RECITALS

WHEREAS, the Participant will operate the Transform 66 P3 Project (the “Facility”);
and

WHEREAS, in connection with the Participant’s operation of the Facility, the Participant desires to contract with VDOT to obtain certain violation processing services;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, VDOT and the Participant, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – DEFINITIONS

Section 1.1 The terms set forth below will have the meanings set forth adjacent to them.

Comprehensive Agreement means a comprehensive agreement, if any, relating to the Facility between VDOT and Participant pursuant to the Virginia Public-Private Transportation Act.

Facility means the Transform 66 P3 Project in Northern Virginia as described in Exhibit B-1 to the Comprehensive Agreement.

Facility System means a violation enforcement system at the Facility.

Participant means [•], a [•].

VDOT means the Virginia Department of Transportation.

Violations Processing Center means a facility established to provide the Violations Processing Services, including all necessary or convenient data and communication lines, office supplies, equipment and personnel.

Violations Processing Effective Date means the date on which VDOT commences providing the Violations Processing Services to Participant.

Violations Processing Services means the services identified in Exhibit A.

VPS Provider means a third-party provider of Violations Processing Services to VDOT.

ARTICLE 2 – VIOLATIONS PROCESSING SERVICES

Section 2.1 Provision of Violations Processing Services. VDOT agrees to provide the Violations Processing Services to the Participant for the Facility beginning as of the Violations Processing Effective Date, by delivery of notice by VDOT to the Participant that VDOT is prepared to provide the Violations Processing Services, subject to the terms of this Agreement, including, but not limited to the Business Rules and Procedures set forth in Exhibit B and the Fee Schedule and Payment Provisions set forth in Exhibit C. VDOT may contract with one or more private companies for the provision of such Violations Processing Services.

Section 2.2 Violations Processing Centers. Subject to the limitations of and in accordance with the Business Rules and Procedures, VDOT shall establish, maintain, administer and operate (or cause the establishment, maintenance, administration and operation of) one or more Violations Processing Centers. VDOT will provide reasonable advance notice to the Participant of any planned changes to the Violations Processing Center location, its operations and/or service requirements that affect the Participant and will, with good faith cooperation, seek the Participant's comments on any such changes and incorporate mutually agreeable proposals.

Section 2.3 Toll Violations Records. VDOT shall maintain or cause to be maintained a record of all toll violations processed under this Agreement, including fees, charges and penalties for such toll violations, notices, collections, enforcement requests sent to a third party (such as a collection agency or law enforcement agency), administrative dispositions of such toll violations, correspondence relating to toll violation enforcement, and the outcome or resolution of such toll violations, all in accordance with the Business Rules and Procedures. VDOT shall handle, store and dispose of, or cause to be handled, stored and disposed of violation images and data in compliance with applicable laws, including Virginia Code §§ 46.2-819.1 *et seq.*, and the records retention and destruction provisions of the Business Rules and Procedures. To the extent permitted by applicable law, all such records shall be available for audit and inspection by the Participant during normal business hours and upon reasonable notice.

Section 2.4 Performance of Violations Processing Services. VDOT shall perform itself or shall use commercially reasonable efforts to cause the VPS Provider to perform the Violations Processing Services in accordance with this Agreement. If the Participant gives VDOT a written notice stating that the VPS Provider is not performing its duties and obligations, and specifying the reasons, VDOT shall promptly give the VPS Provider notice to such effect and request appropriate action. VDOT shall apprise the Participant of all decisions relating to any such situation and seek and take into consideration the Participant's advice and input relating to any such matters. The Participant acknowledges and agrees that the VPS Provider has the discretion to pursue or not to pursue violations by initiation of legal proceedings, as provided by the Business Rules and Procedures. VDOT shall promptly notify the Participant of such events or conditions that are anticipated to materially affect the provision of Violations Processing

Services under this Agreement, including with respect to amendments or changes to or matters under the E-ZPass Operations Interagency Agreement and the E-ZPass Reciprocity Agreement.

Section 2.5 Additional Plazas and Lanes. The parties acknowledge that this Agreement provides only for Violations Processing Services in respect of the Facility. Violations Processing Services for additional facilities may be added pursuant to mutual written agreement.

Section 2.6 VDOT Standard of Care. VDOT will exercise due care and diligence in providing Violations Processing Services, planning and implementing modifications, upgrades and associated testing of its Violations Processing system at levels which are reasonable given the schedule, scope and budget for such system. However, VDOT expressly disclaims any and all liability for, and provides no guarantee against, system failures, interruptions or other malfunctions. While precautions will be taken by VDOT to help mitigate the risk of occurrence of such adverse impacts, VDOT shall not be financially responsible for the occurrence of any adverse impact to the Participant or other third parties.

Section 2.7 Relationship to ETC Agreement. Violations Processing Services hereunder shall not constitute “ETC Services” under and as defined in the Electronic Toll Collection Agreement between the Participant and VDOT.

ARTICLE 3 – PARTICIPANT

Section 3.1 Participant Policies and Operating Procedures. The Participant’s policies and operating procedures that affect the Violations Processing Services are subject to the review and reasonable approval of VDOT. To the extent that any of the Participant’s policies and operating procedures affects the operations of the Violations Processing Center, VDOT and the Participant shall engage in good faith discussions regarding the implementation of such policies and procedures. Should the Participant’s policies and operating procedures or any revisions thereto result in any increase in VDOT’s cost of providing the Violations Processing Services, VDOT shall immediately provide the Participant with notice of such cost increases. The Participant shall reimburse VDOT for VDOT’s associated direct costs within 30 days after VDOT provides the Participant written notice thereof. Such written notice shall include adequate and detailed documentation of the costs.

ARTICLE 4 – FACILITY SYSTEM

Section 4.1 Facility System.

(a) In order for VDOT to provide Violations Processing Services, the Participant shall provide, install, maintain and operate at its Facility a Facility System, which shall be compatible with VDOT’s system for the requested services in accordance with Exhibit A, and shall be capable of capturing a video image of a license plate, and other pertinent information of a vehicle that does not pay the proper toll amount, and shall provide violation processing capabilities consistent with the further requirements of this Agreement. The Participant shall provide and install all equipment, components, hardware, software, cabling, and any other materials and services required for this function. VDOT and/or the VPS Provider shall provide data formats, documentation, interface requirements and any other necessary design information,

including updates and modifications, to the Participant in a timely manner and at no additional cost to the Participant other than as noted in the Fee Schedule and Payment Provisions set forth in Exhibit C.

(b) The Participant shall be responsible for ensuring that the Facility System provides transaction data in the format required by VDOT. The Participant's Facility System shall be capable of capturing a violation transaction, consisting of transaction data and license plate images for each vehicle that does not pay the proper toll either manually or electronically. The captured image shall be associated with the correct transaction and sent to the Violations Processing Center for processing. No image captured by the Facility System shall include the face of any person in the vehicle after the image has been prepared for processing in accordance with applicable law and a Comprehensive Agreement, if any. The license plate number and state shall be readable to a clerk during review on a violation processing workstation monitor.

(c) Should the Participant's Facility System send erroneous data that increases VDOT's cost of providing the Violations Processing Services, VDOT shall immediately provide the Participant with notice of such cost increases. The Participant shall reimburse VDOT for VDOT's associated direct costs within 30 days after VDOT shall have given the Participant written notice. Such written notice shall include adequate and detailed documentation of such costs.

Section 4.2 Testing Procedures and Results.

(a) The Participant will be responsible for any and all system maintenance, changes, modifications or upgrades to its Facility System. All changes, modifications or upgrades to any of the Participant's Facility equipment or other system modifications shall be compatible with VDOT's operations and otherwise satisfy the requirements of this Agreement. Either party shall notify the other in writing at least 90 days in advance of any changes or modification to such party's violations processing system equipment that may affect the other's system, equipment, provision of services or operations in any material respect.

(b) VDOT or its representatives will participate in acceptance testing and must approve testing of upgrades or other modifications to the Participant's Facility System for the selected services from Exhibit A that will interface with VDOT's system, prior to processing of live violations through the Violations Processing Center. VDOT shall give the Participant advance notice of VDOT's testing of upgrades or other modifications to VDOT's violations processing system, including a successor to the then-current VPS Provider or Violations Processing Center, and shall allow the Participant or its representatives an opportunity to participate in such testing.

Section 4.3 Modifications. In the event either party proposes upgrades or modifications, such party will provide proposed test schedules and scripts for such upgrades or other modifications to the other party and the VPS Provider at least 60 days in advance of testing. In the case of upgrades or modifications to the Participant's Facility System, VDOT may require additional tests to be undertaken at the Participant's expense in order to confirm the accuracy and reliability in all aspects of the processing of violations. Copies of test results shall promptly be made available to the other party and the VPS Provider.

Section 4.4 System Performance. Both the Participant and VDOT shall report to the other within two business days any system failure or degradation that may affect Violations Processing Services. In the event that the Participant is unable to send transactions for periods in excess of two business days, the Participant must notify the manager of the Violations Processing Center prior to sending any backlogged violations transactions. If the Violations Processing Center is unable to process violation transactions for the Participant for any period in excess of 24 hours, VDOT shall notify the Participant within two business days of such occurrence.

Section 4.5 Disputed Transactions. Disputed transactions shall be resolved as set forth in the Business Rules and Procedures.

ARTICLE 5 – MAINTENANCE

Section 5.1 Participant Responsibility. The Participant shall be responsible for the maintenance, repair and operation of all necessary lane and computer equipment for its Facility System through and including its host computer to ensure that it performs hereunder and in accordance with the Business Rules and Procedures. In no event shall VDOT have any liability to the Participant for any losses suffered due to equipment failure or error in the Participant's Facility System from the lane level through the Participant's host computer. If VDOT gives the Participant a written notice stating that the Facility System is not operating in accordance with this Agreement or the Business Rules and Procedures, and specifying the reasons, the Participant shall promptly initiate appropriate corrective action. The Participant shall include VDOT in all decisions relating to any such situation. The Participant shall notify VDOT of all changes in the Facility Systems that can reasonably be anticipated to affect VDOT or its provision of Violations Processing Services under this Agreement.

Section 5.2 VDOT Responsibility. VDOT shall be responsible for the maintenance, repair and operation of its Violations Processing system commencing from (but excluding) the Participant's host router and extending through and including telephone lines, routers, black boxes within the Violations Processing Center.

ARTICLE 6 – PAYMENT TERMS

Section 6.1 Payment Terms. The Participant agrees to compensate VDOT for Violations Processing Services, by paying to VDOT the fees and charges set forth in Exhibit C (as amended from time to time) that are applicable to the services requested by the Participant in accordance with Section 2.1. The parties acknowledge that Exhibit C contains a non-refundable initial set-up payment, in addition to ongoing transaction fees and charges. VDOT reserves the right to amend Exhibit C to revise, from time to time, the charges and fees for providing Violations Processing Services under this Agreement, which revisions shall take effect on such date as established by VDOT, but in no event before the expiration of 60 days from the delivery of notice of the revised charges and fees to the Participant. VDOT shall invoice the Participant on a monthly basis for the Violations Processing Services in accordance with Exhibit C. The Participant agrees to remit payment to VDOT within 30 days of delivery of each such invoice.

ARTICLE 7 – TERM

Section 7.1 Term. The term of this Agreement shall commence upon the date of this Agreement, and shall terminate on that date which is the earlier to occur of:

- (a) [•], subject to automatic renewal for successive one year extensions, unless and until terminated by written notice delivered by either party to the other party at least 120 days prior to the end of the then current term; or
- (b) the effective date on which this Agreement is terminated by either party, as specified by delivery of written notice to the other party.

ARTICLE 8 – OPERATIONS

Section 8.1 Termination of VPS Operations. VDOT shall notify the Participant of VDOT's intention to terminate its existing agreements with VPS Providers, its operations of its Violations Processing Center, and/or the provision of Violations Processing Services at least 120 days prior to undertaking same, absent exigent circumstances, in which latter case, VDOT shall provide Participant such prompt notice as practicable under the circumstances.

Section 8.2 Business Rules and Procedures. VDOT shall establish, maintain and amend, from time to time, the Business Rules and Procedures for Violations Processing Services. The current Business Rules and Procedures are annexed to this Agreement as Exhibit B. Any anticipated amendments shall be presented by VDOT and discussed at liaison meetings. VDOT will, in good faith cooperation, try to accommodate changes proposed by the Participant. However, VDOT has sole authority to amend the Business Rules and Procedures, which amendments shall take effect on the date established by VDOT, but no sooner than the expiration of 90 days after delivery of written notice of the amendments to the Participant.

Section 8.3 Liaison and Meetings. Participant and VDOT each agree to meet with the other and VPS Providers to coordinate the administration and performance of this Agreement with each other and to conduct periodic meetings and liaison sessions to ensure the efficient provision of Violations Processing Services and the resolution of disputes that may arise under this Agreement.

ARTICLE 9 – DISPUTE RESOLUTION

Section 9.1 Dispute Resolution Generally. VDOT and the Participant will each exercise their best efforts to mutually resolve any dispute that may arise between them through good faith negotiations between the Authorized VDOT Representative and Authorized Participant Representative.

Section 9.2 Dispute Resolution Pursuant to a Comprehensive Agreement. If VDOT and the Participant have entered into a comprehensive agreement pursuant to the Virginia Public-Private Transportation Act which requires their respective entry into this Agreement, then the provisions of Section 9.1 shall not apply and the parties agree to resolve any disputes which arise between them under this Agreement pursuant to the dispute resolution provisions of such comprehensive agreement.

ARTICLE 10 – DEFAULT

Section 10.1 Events of Default; Cure; Termination.

(a) A failure by either VDOT or Participant to fulfill their respective material responsibilities and obligations set forth herein will give rise to an event of default. Following the provision of notice of default by the non-defaulting party to the defaulting party, and the failure to cure the event of default within the period agreed upon pursuant to Section 10.1(b), the Agreement may be terminated in accordance with Section 10.1(c).

(b) If an event of default occurs pursuant to Section 10.1(a), the defaulting party shall have 60 days to cure such default; provided, however, that the 60-day cure period may be extended by mutual agreement.

(c) Following expiration of the cure period, unless such cure period is extended by mutual agreement, the non-defaulting party will have the right to terminate this Agreement by notice thereof to the defaulting party.

(d) The Participant acknowledges and agrees that its sole remedy in the event of a default by VDOT shall be to terminate this Agreement in accordance with the terms hereof. VDOT shall incur no liability to the Participant for any actual or purported failure to properly maintain, repair or operate its Violations Processing system and the Violations Processing Center or otherwise provide Violations Processing Services hereunder. However, in the event of a default that arises by reason of the failure of a VPS Provider to perform its contractual obligations to VDOT and VDOT is able to recover damages from that VPS Provider with respect to such failure, VDOT shall remit to the Participant such portion of the recovered damages as VDOT determines in its sole judgment to be appropriate and shall advise the Participant of the rationale for its determination.

(e) Except as otherwise expressly provided by this Agreement, neither party shall have any liability to the other party for consequential damages.

ARTICLE 11 – MISCELLANEOUS

Section 11.1 Waivers, Modifications and Amendments. No waiver, modification, or amendment of any term, condition or provision of this Agreement will be valid or of any force or effect unless made in writing and signed by both VDOT and the Participant. The effect of any such change will be limited to the extent specified and agreed to by VDOT and the Participant, as evidenced by signatures of duly appointed officers of each of the parties.

Section 11.2 Captions. Captions, headings, cover pages and tables of contents contained in this agreement are inserted for convenience of reference only and in no way define, limit or prescribe the scope, intent or meaning of any provisions of this Agreement. All appendices, exhibits, or schedules attached hereto are hereby incorporated herein and made a part of this Agreement.

Section 11.3 Notices. All notices will be in writing and will be delivered personally, by telecopy, or by registered or certified mail, return receipt requested, addressed as follows:

Participant Mailing Address

VDOT Mailing Address

[•]
[•]
[•]
Attention: [•]
Facsimile: [•]

Virginia Department of Transportation
1401 East Broad Street
Richmond, Virginia 23219
Attention: Commissioner of Highways
Telecopier: 804-780-6250

Section 11.4 Entire Agreement. This Agreement constitutes the entire agreement between VDOT and the Participant concerning the subject matter hereof and supersedes all prior negotiations, representations, and agreements about them, either oral or written; *provided, however* that the provisions of a comprehensive agreement, if any, shall prevail in the event such provisions conflict with the terms of this Agreement.

Section 11.5 Force Majeure/Emergency. In case by reason of force majeure, either party will be rendered unable wholly or in part to carry out its obligations under this Agreement, then, provided such party will give notice and full particulars of such force majeure in writing to the other within a reasonable time after occurrence of the event or cause relied on, the obligations of such party so far as they are affected by such force majeure, will be suspended during the continuance of the inability then claimed, which will include a reasonable time for the removal of the effect thereof, and such party will endeavor to remove or overcome such inability with all reasonable dispatch. Any time period specified herein for the performance by such party of an obligation will be appropriately adjusted and extended without the necessity for any amendment to this Agreement if a force majeure event occurs.

Section 11.6 Assignment. Participant may not assign its rights and obligations under this Agreement except with the prior written consent of VDOT.

Section 11.7 Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia. All litigation between the parties arising out of or pertaining to this Agreement or its breach will be filed, heard and decided in the Circuit Court for the City of Richmond, Virginia, Division I, which will have exclusive jurisdiction and venue.

Section 11.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS THEREOF, this Agreement has been entered into as of the first date set forth above, by the duly authorized officers of the parties hereto.

PARTICIPANT

**VIRGINIA DEPARTMENT OF
TRANSPORTATION**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Violations Processing Services

Violations Processing Services shall include each of the following services if the box adjacent to any such service has been checked:

- Providing a manual image review of images and data transmitted from the Participant for the Facility.
- Rejecting violation transactions that fail to meet appropriate criteria including image quality, valid transaction data, and front license plate image for tractor/trailer combinations.
- Identifying and communicating systematic issues with violation quality to the Participant.
- Processing requests from the Participant for specific violations dismissals due to equipment or other issues.
- Posting the transaction to the appropriate account for images associated with valid E-ZPass accounts by transponder, license plate or vehicle owner name and address.
- Obtaining from the appropriate Department of Motor Vehicles or third party data provider the name and address of the owner associated with the recorded license plate number of each violating vehicle.
- Issuing by mail to such individual or entity one or more toll violation notices according to Exhibit B.
- Quality control on the accuracy and appearance of notices.
- Escalating unpaid violations and amounts due according to Exhibit B and issuing follow up notices.
- Imposing and collecting fees and tolls for toll violations, and waiving or crediting such fees and tolls.
- Providing customer service to support violation resolution via the web, in person service centers and telephone.
- Processing disputes for leased and rental vehicles and assigning violations to the driver of the vehicle.
- Providing monthly financial and processing reports of all amounts received in respect to Participant's Facility for the Participant to audit violation activity.
- For unpaid violations meeting necessary criteria, as defined by the Participant, issuing summons by mail and by delivery to the appropriate sheriff and attending court hearings with the necessary evidentiary information.

- Recording and communication to the Participant the disposition of any court hearings.
- Working with the Participant on an ad-hoc basis to provide information to identify and allow the Participant to pursue egregious violators.

This scope of services may be modified in writing periodically to reflect funding constraints, modified business processes and new activities that are identified as beneficial to the Violation Processing System.

Business Rules and Procedures

[see attached]