

HOW TO APPLY FOR PREPASS

STEP 1: Complete the enclosed Account Application. Please print legibly and fill out all fields.

STEP 2: Based on the states your vehicles travel in, attach copies of the following operating credentials:

TRAVEL IN	TYPE ^a	CREDENTIAL
ANY PREPASS STATE	Intrastate / Interstate	Vehicle Registration Card(s) ^b
	Interstate	IFTA License(s) ^c
CA	Intrastate	California Motor Carrier Permit ^c
CO	Intrastate	Insurance Card (For Each Vehicle)
	Intrastate / Interstate	Longer Vehicle Combination (LVC) Permit ^c
	Intrastate / Interstate	LVC Overweight Permit (For Each Vehicle) ^{c,d}
KS	Intrastate / Interstate	Kansas Combined Permit ^c
KY	Intrastate / Interstate	Kentucky Intrastate Tax (KIT) License
	Intrastate / Interstate	Kentucky Highway Use (KYU) License ^e
OH	Intrastate / Interstate	Alliance Hazmat Program Permit ^c
UT	Intrastate / Interstate	Divisible Overweight Permit ^c
WV	Intrastate	West Virginia PSC Operating Authority ^c
	Intrastate / Interstate	Alliance Hazmat Program Permit ^c

- Intrastate carriers travel in only one state. Interstate carriers are registered to travel in two or more states.
- For interstate vehicles registered under the same International Registration Plan (IRP) account, you may submit a single sample registration card along with a truck list that includes all of the fields from the Vehicle Information section. A separate registration card must be provided for each IRP account and for any intrastate vehicles.
- Submit if applicable to your carrier type. Will affect your eligibility to bypass at relevant sites if not provided.
- You must also provide your carrier's Colorado LVC permit if submitting Colorado overweight vehicle permits.
- KYU License required for vehicles with registered gross vehicle weight of 60,000 lbs. or greater.

STEP 3: If applying for PrePass Plus or Tolls Only service, refer to the included Vehicle Reference Chart. Write the Vehicle Reference Number (VRN) on the copy of each vehicle's registration card or provide a truck list that indicates the VRN for each vehicle.

STEP 4: If applying for PrePass Ag service, an authorized representative of your company must complete the enclosed PrePass Ag Application. Mail the completed form to the address specified.

STEP 5: Submit your paperwork via one of the methods listed at the top of your Account Application.

For questions, call 1-800-PrePass (773-7277), email Sales@PrePass.com or visit www.PrePass.com.

SPECIAL NOTES

PrePass Service

Enrollment and participation in PrePass is dependent upon validation of your carrier safety ratings and operating credentials by PrePass member states. For more information about PrePass safety criteria, please visit www.PrePass.com.

Interstate carriers must have paid their current Unified Carrier Registration (UCR) fees in order to bypass in participating states. Vehicles that travel in New Mexico must have a valid New Mexico Weight Distance Tax (WDT) account to be eligible to bypass in that state. No UCR or NMWDT credentials need to be submitted with your application; registration will be validated electronically.

You may enroll using transponders previously issued by PrePass for your carrier's inventory, or with compatible transponders issued by another party. Transponders will be shipped for your vehicles unless you provide the transponder serial numbers and vehicle assignments at the time of enrollment.

State Vehicle-Type Restrictions

- Arkansas: Vehicles with a Gross Vehicle Weight (GVW) of 26,000 lbs. or less are not eligible to bypass.
- California: Only commercial motor vehicles listed in CVC 34500 are eligible to bypass. These include: Truck tractors; Motor trucks with three or more axles; A vehicle towing a vehicle, such as a trailer or semi-trailer, with a GVW of more than 10,000 pounds; A combination of a motor truck and a vehicle(s), such as a trailer or semi-trailer, that exceeds 40 feet in length when coupled together; Two-axle interstate vehicles with a gross vehicle weight of 10,001 lbs. or more which are part of an interstate fleet and subject to Federal Motor Carrier Safety Regulations; Two-axle interstate vehicles with a gross vehicle weight less than 10,001 lbs. with a DOT number associated with an interstate carrier that also has motor trucks with 3 or more axles or truck tractors enrolled.

PrePass Ag Service

To enroll in PrePass Ag, you must also be enrolled in PrePass, PrePass Plus or Tolls Only service. The original PrePass Ag Application must be mailed to: PrePass Ag, 510 Parkland Drive, Sandy, UT, 84070. Service will be added to your account once approved by the State of Florida.

PrePass Plus / Tolls Only Services

To enroll in PrePass Plus or Tolls Only, you must be adding five or more vehicles to your account. As specified in the PrePass License Agreement, customers whose anticipated monthly toll charges exceed a prescribed amount may be required to obtain a surety bond.

VEHICLE INFORMATION

Provide the following information for the vehicles being enrolled, along with copies of their operating credentials.
If enrolling more than five vehicles, please supply a truck list that includes all these fields.

I want HELP-owned devices provided at no cost

I want to purchase devices for the vehicles that are being enrolled.^a

CONTACT

Account Name (From Account Application):	USDOT Number:	CA Number:
Contact Name:	Phone: - - ext.	

VEHICLE #1

Equipment ID:	Plate Number:	State:	Vehicle Identification Number (VIN):		
IRP Account Number ^b :	Transponder Number ^c :		Year ^d :	Make ^d :	VRN ^d :

VEHICLE #2

Equipment ID:	Plate Number:	State:	Vehicle Identification Number (VIN):		
IRP Account Number ^b :	Transponder Number ^c :		Year ^d :	Make ^d :	VRN ^d :

VEHICLE #3

Equipment ID:	Plate Number:	State:	Vehicle Identification Number (VIN):		
IRP Account Number ^b :	Transponder Number ^c :		Year ^d :	Make ^d :	VRN ^d :

VEHICLE #4

Equipment ID:	Plate Number:	State:	Vehicle Identification Number (VIN):		
IRP Account Number ^b :	Transponder Number ^c :		Year ^d :	Make ^d :	VRN ^d :

VEHICLE #5

Equipment ID:	Plate Number:	State:	Vehicle Identification Number (VIN):		
IRP Account Number ^b :	Transponder Number ^c :		Year ^d :	Make ^d :	VRN ^d :

^a Price per device is \$65.00 (plus applicable taxes); shipping is available to US addresses only. Purchased devices are carrier-owned and may be enrolled in other pre-clearance systems. HELP data privacy policy does not apply to devices enrolled in systems other than PrePass.

^b Apportioned interstate vehicles will have an International Registration Plan (IRP) Account Number listed on their registration cab card.


^c Provide a Transponder Number if the vehicle has a PrePass or PrePass-compatible device that is already installed; this is a 9-12 digit serial number found beneath the barcode on the device. If a transponder number is not provided upon enrollment, a PrePass transponder will be shipped.


^d Year, Make, and Vehicle Reference Number (VRN) are required only if enrolling in PrePass Plus or Tolls Only service. Refer to Vehicle Reference Chart for VRN.


VEHICLE REFERENCE CHART


If applying for PrePass Plus or Tolls Only, use this chart to determine the Vehicle Reference Number (VRN) for each vehicle.


To avoid unnecessary charges, the type selected should be the most common configuration for the vehicle.

 STRAIGHT TRUCKS	VRN
2 axles, 4 tires (up to 7,000 lbs.)	520
2 axles, 4 tires (over 7,000 lbs.)	522
2 axles, 6 tires (up to 7,000 lbs.)	521
2 axles, 6 tires (over 7,000 lbs.)	523
3 axles, 6 tires (up to 7,000 lbs.)	524
3 axles, 6 tires (over 7,000 lbs.)	526
3 axles, 8 or 10 tires (up to 7,000 lbs.)	525
3 axles, 8 or 10 tires (over 7,000 lbs.)	527
4 axles, 8 tires (up to 7,000 lbs.)	528
4 axles, 8 tires (over 7,000 lbs.)	530
4 axles, 10 or more tires (up to 7,000 lbs.)	529
4 axles, 10 or more tires (over 7,000 lbs.)	531
5 axles, 10 tires (up to 7,000 lbs.)	532
5 axles, 10 tires (over 7,000 lbs.)	534
5 axles, 12 or more tires (up to 7,000 lbs.)	533
5 axles, 12 or more tires (over 7,000 lbs.)	535
6 axles, 12 tires (up to 7,000 lbs.)	536
6 axles, 12 tires (over 7,000 lbs.)	538
6 axles, 14 or more tires (up to 7,000 lbs.)	537
6 axles, 14 or more tires (over 7,000 lbs.)	539
7 axles, 14 tires (up to 7,000 lbs.)	540
7 axles, 14 tires (over 7,000 lbs.)	542
7 axles, 16 or more tires (up to 7,000 lbs.)	541
7 axles, 16 or more tires (over 7,000 lbs.)	543

 TRACTOR-TRAILER COMBINATIONS	VRN
3 axles, trailer less than or equal to 48'	719
4 axles, trailer less than or equal to 48'	723
5 axles, trailer less than or equal to 48'	727
6 axles, trailer less than or equal to 48'	731
7 axles, trailer less than or equal to 48'	735
3 axles, trailer over 48' but less than or equal to 53'	783
4 axles, trailer over 48' but less than or equal to 53'	787
5 axles, trailer over 48' but less than or equal to 53'	791
6 axles, trailer over 48' but less than or equal to 53'	795
7 axles, trailer over 48' but less than or equal to 53'	799

 TANDEM TRACTOR-TRAILER COMBINATIONS*	VRN
5 axles, 2 trailers ea. (less than or equal to 28 1/2')	855
6 axles, 2 trailers ea. (less than or equal to 28 1/2')	859
7 axles, 2 trailers ea. (less than or equal to 28 1/2')	863
8 axles, 2 trailers ea. (less than or equal to 28 1/2')	867
9 axles, 2 trailers ea. (less than or equal to 28 1/2')	871
10 axles, 2 trailers ea. (less than or equal to 28 1/2')	875
5 axles, 2 trailers ea. (over 28 1/2')	919
6 axles, 2 trailers ea. (over 28 1/2')	923
7 axles, 2 trailers ea. (over 28 1/2')	927
8 axles, 2 trailers ea. (over 28 1/2')	931
9 axles, 2 trailers ea. (over 28 1/2')	935
10 axles, 2 trailers ea. (over 28 1/2')	939
5 axles, 1 trailer ea. (less than or equal to 28 1/2')	983
6 axles, 1 trailer ea. (less than or equal to 28 1/2')	987
7 axles, 1 trailer ea. (less than or equal to 28 1/2')	991
8 axles, 1 trailer ea. (less than or equal to 28 1/2')	995
9 axles, 1 trailer ea. (less than or equal to 28 1/2')	999
10 axles, 1 trailer ea. (less than or equal to 28 1/2')	1003

 AUTO TRANSPORTERS*	VRN
3 axles (under 65')	591
4 axles (under 65')	595
5 axles (under 65')	599
6 axles (under 65')	603
7 axles (under 65')	607
4 axles (over 65')	659
5 axles (over 65')	663
6 axles (over 65')	667
7 axles (over 65')	671

 TRACTOR/MOBILE HOME COMBINATIONS	VRN
3 axles	1103
4 axles	1107
5 axles	1111
6 axles	1115
7 axles	1119
8 axles	1123
9 axles	1127
10 axles	1131

* THESE VEHICLE TYPES ARE CLASSIFIED AS HAVING DUAL REAR WHEELS AND A GROSS VEHICLE WEIGHT (GVW) GREATER THAN 7,000 LBS.

**PrePass® License Agreement
(Terms of Service)**

Last Updated: [April 21, 2016 – Effective May 1, 2016]

1. **PrePass® License Agreement:** This PrePass® License Agreement and Terms of Service (these “Terms”) are entered into between you and Heavy Vehicle Electronic License Plate, Inc. (HELP) and apply to your access and use of our PrePass® suite of services, including, but not limited to, PrePass®, PrePass® Plus, PrePass® Gates, and/or PrePass® AG, (collectively, the “Services”). In these Terms, “HELP,” “we,” “us,” and “our” refer to Heavy Vehicle Electronic License Plate, Inc. and our affiliates, successors, and assigns, and “Customer,” “you,” and “your” refer to any user of the Services.
2. **Access to the Services:** Your access and use of the Services are subject at all times to these Terms. Please read these Terms carefully. By accessing or using the Services in any way, you agree to be bound by these Terms. If you do not agree to all of the terms and conditions of these Terms, do not access or use the Services.
3. **Modification of the Services:** We may, without prior notice or liability to you, modify the Services by adding or removing features and functionalities. We may also revise these Terms, including the Fees (as defined below), from time to time in our sole discretion, subject to applicable law. When we revise these Terms, we will post the revised version on www.prepass.com (the “Website”) and will notify you by mail or email at the address we have for you in our records or through other reasonable means. You are free to decide whether or not to accept a revised version of these Terms, but accepting these Terms, as revised, is required for you to continue accessing or using the Services. If you do not agree to these Terms or any revised version of these Terms, your sole recourse is to terminate your access or use of the Services. Except as otherwise expressly stated by us, your access and use of the Services are subject to, and constitute your acceptance of, the version of these Terms in effect at the time of your access or use.
4. **The Services:** The Services are available at certain open weigh stations, ports-of-entry, agricultural interdiction facilities, terminal yards, parking areas, and/or toll facilities. We offer the Services solely for your business purposes. We may grant or deny your registration for the Services in our sole discretion. If we approve your registration to use the Services, you will be authorized to use the Services, subject to these Terms. You must, and shall, ensure that your employees, contractors, agents, and representatives comply with all applicable law and regulations when using the Services, including, but not limited to, laws governing eligibility for bypass at PrePass® sites, and the PrePass® Driver Information Guide and Bypass Restrictions.
5. **Requirements for the Services:** In order to use the Services, you must: (i) be an entity formed or incorporated in the United States or Canada or an individual sole proprietor 18 years of age or older residing in the United States or Canada; (ii) accept, agree to, and comply with these Terms; (iii) register with us and create a user account (a “User Account”) on the Website or through the Customer Service group identified in Section 6; and (iv) provide all information requested by us, such as your legal name (or the legal name of your business), your email address, your mailing address, your phone number, your tax identification number, your license plate(s) and vehicle information, USDOT (or applicable Canadian agency) information, payment account information, and such other information as we may request from time to time (collectively, “User Information”).
6. **User Information:** You represent and warrant that all User Information you provide us from time to time is truthful, accurate, current, and complete. You agree to promptly notify us of changes to your User Information through the Customer Service Center, by e-mail or other written document or by updating your User Account on the Website. You also authorize us to obtain from, and periodically confirm User Information with, government agencies, leasing companies, and/or other third parties, such as third-party credential processors, as we deem appropriate to validate your eligibility to use the Services, and you hereby authorize such government agencies, leasing companies and third parties to provide and, as applicable, confirm that information to and for us. It is the policy of HELP to preserve bypass transaction data and all carrier business information with the utmost confidence. Vehicle specific transaction data is used only for the purpose of managing PrePass bypass events. Such data is not publicly disclosed and is not permanently retained. Please refer to HELP’s data policy for more information at PrePass.com.
7. **Bonds:** If you use the PrePass® Plus or Tolls Only Services options, you may be required to obtain a bond in a form and amount prescribed by us. The amount of the required bond is based on, among other things, the estimated toll usage charges to be incurred and may be changed by us at any time, in our sole discretion.
8. **Toll Violations/Fees:** All toll violation fees and assessments against your Account are your responsibility at all times. You must notify us immediately, and send us copies of toll violation notices within 3 days of receipt of such notice in order to allow us to better assist you in an effort to avoid additional toll agency charges and fees that may result from escalated notices. HELP will work with PrePass® Plus managed Toll Agencies to try to reduce or waive Agency assessed violation fees on any toll violation that is eligible for reduction or waiver based on the Toll Agency rules and regulations. There is no guarantee that we will be successful on your behalf. Failure to submit applicable vehicle information with each violation notice submission, including the Device ID and/or Equipment ID of the vehicle that incurred the violation, will impede our ability to assist you in obtaining a toll violation

reduction or waiver. HELP will process violation notices submitted to HELP for vehicles that are not registered in the customer account at a fee of \$20.00 per violation. All assessed violation tolls and applicable fees will be invoiced to you on your PrePass® invoice as per the Fee Schedule.

9. **HELP Devices:** Any transponder or other device of any nature, software and equipment, including any item bearing the PrePass® logo issued to you by or on behalf of HELP shall collectively be referred to as a “HELP Device” or “HELP Devices”. All HELP Devices are assets of HELP that are loaned to you solely for your use with the Services in accordance with these Terms and only for use with vehicles designated by you and approved by us. You may not use any HELP Device for any other purpose. You must mount, install, and use HELP Devices in accordance with instructions provided by HELP and as governed by applicable law. HELP Devices are assigned to a specific vehicle and are not to be removed, transferred, or temporarily used with another vehicle without prior notification to HELP. Misuse of any assigned transponder may lead to suspension or termination of your User Account. Without limiting the foregoing, we do not guarantee that the Services will allow you to bypass all participating PrePass® facilities at all times, and you must enter and/or stop at a PrePass® participating facility and follow such facility’s specific instructions, as applicable, unless a HELP Device provides a bypass signal.
10. **Lost, Stolen or Damaged HELP Devices:** You must not, and must ensure that your employees, contractors, and agents do not, open, x-ray, disassemble, decompile, modify, repair, reverse engineer, or tamper with a HELP Device or allow anyone else to do so. You must, and must ensure that your employees, contractors, agents, and representatives, protect HELP Devices from damage and misuse. You are responsible for any loss of or damage to any HELP Device issued to you, except as expressly provided in these Terms. In the event a HELP Device issued to you is lost, stolen, or otherwise, damaged (including damage to or removal of the security tape), defaced, not returned and/or written on, you must pay the applicable non-refundable Fee (“Device Fee”) set forth in the Fee Schedule. You must notify us immediately if any HELP Device is lost or stolen or if the vehicle to which it was assigned is stolen. You are responsible for all Fees incurred by your HELP Devices until you provide written notice of such loss or theft to us. Notwithstanding the foregoing, we will replace any HELP Device that fails to work properly as long as such failure was not caused by the actions or inactions of you or your employees, contractors, agents, or representatives.
11. **Return of HELP Devices:** In accordance with the return instructions set forth below or otherwise provided by us, you must return all HELP Devices to us that are not assigned to a truck within your fleet to use the Services within 30 days of activation. In addition, you must return all HELP Devices to us within 30 days of your account cancellation or termination. Failure to return HELP Devices within 30 days will result in a \$100 fee assessment per HELP Device as set forth in the Fee Schedule. HELP will provide a return credit for all HELP Devices that are returned undamaged and not defaced (as determined by HELP in its sole discretion) no later than 90 days from the date of such non-assignment, cancellation or termination. In addition, if a HELP Device has been previously reported as lost or stolen and such device is located and returned within 90 days of the initial report, you will be eligible for the return credit as set forth herein. You are responsible for such HELP Devices until they are received by us. Notwithstanding anything to the contrary in these Terms, Fusion transponders may not be eligible for a return credit once a lost, stolen, damaged or not-returned fee has been assessed per the Fee Schedule. In addition, you agree to pay any tolls and assessed charges for each HELP Device that is permanently suspended from using the Services for continual violations or otherwise permanently deactivated from the Services. Notwithstanding anything stated in this paragraph to the contrary, all HELP Devices with PrePass® Plus or Tolls Only functionality eligible for a return credit shall be subject to a \$20.00 Device Refurbishment Fee.
12. **Third-Party Transponders:** Subject to our written authorization, you may use third-party transponders (“Third-Party Transponders”) with the Services in accordance with these Terms and only with vehicles designated by you and approved by us. You must mount, install, and use Third-Party Transponders in accordance with instructions provided by us and, upon our request, provide us with proof of ownership, manufacturer serial number, and any other information about your Third-Party Transponder(s) that we request. HELP reserves the right to assess a monthly Third-Party Transponder fee (per device) for your access to and use of any services within our PrePass® suite of services.
13. **Representations and Warranties:** In addition to any other representations and warranties set forth in these Terms, you represent and warrant to us that: (i) if applicable, you are duly organized, validly existing, and in good standing under the laws of the jurisdiction of your formation or incorporation; (ii) if applicable, you are qualified to transact business and in good standing in each jurisdiction in which you operate; (iii) you have all requisite right, power, and authority to accept and agree to these Terms and perform your obligations and grant the rights and authorizations granted by you hereunder; (iv) your employees, contractors, officers, representatives, and other agents accessing the Services are duly authorized to access the Services and legally bind you to these Terms; and (v) you and all of your employees, contractors, officers, representatives, and other agents that use the Services will comply with these Terms and all applicable law in the performance of your obligations and exercise of your rights under these Terms.
14. **Suspension and Termination of Your User Account:** We may, in our sole discretion, suspend, limit, or terminate your User Account and your access to or use of the Services for any reason, at any time, and without liability to you. We will use commercially reasonable efforts to notify you of any such suspension, limitation, or termination. You may terminate your User Account and terminate these Terms at any time by notifying us in writing, at least 30days in advance of your intent to terminate, paying any

outstanding charges, fees, taxes and other amounts due and owing for your access to or use of the Services, and returning all HELP Devices as provided herein. Upon the termination of your User Account, you must cease all use of the Services. Termination of your User Account will not affect any of our rights or your obligations arising under these Terms prior to such termination. Provisions of these Terms that, by their nature, should survive termination or cancellation of your User Account will survive such termination or cancellation. Without limiting the foregoing, Sections 13 and 16 - 20 shall survive any termination or cancellation of the Terms.

15. **Fees and Taxes:**

- (i) In consideration for the Services, in addition to monthly service charges per HELP Device for use of the Services, you agree to pay the fees specified in the Fee Schedule below, which may be amended from time to time (collectively, the “Fees”). All Fees are stated in U.S. dollars and are non-refundable, except as otherwise required by applicable law. All Fees to be paid by you are exclusive of any applicable sales, use, excise, value added, and other taxes. You acknowledge and agree that you are responsible for paying all taxes, duties, and other governmental assessments associated with your use of the Services.
- (ii) On a monthly basis or such other basis determined by us in our discretion, we will provide invoices to you for the Fees via email, mail or the Website (the manner of delivery is to be in our discretion). You must review each invoice promptly and notify us in writing at the PrePass Service Center identified in Section 7 of these Terms if you have any questions or suspect any errors regarding an invoice or the Fees included therein. If you do not provide such notice to us within 21 days of the applicable invoice date, the invoice, including any Fees therein, will be deemed to have been accepted by you.
- (iii) Invoiced Fees are due in full upon receipt of an invoice. All customers that have PrePass® Plus or Tolls Only Service may be required to (1) maintain an available balance in the customer’s account with HELP (“Account”) (the amount of such balance will be based upon HELP’s estimate of the Fees that the customer will incur in the upcoming month, and HELP will give advance notice of such amount by email or on the Website); (2) HELP may set up (a) subaccounts for each HELP Device linked to the Account, and may (b) charge any subaccount or transfer funds between subaccounts (in HELP’s sole discretion) for any amount needed to maintain an available balance or pay any estimated Fees; (3) agree that HELP may charge the Account for the amount of any estimated Fees in the upcoming month (HELP will give advance notice of such amount by email or on the Website); (4) agree to identify and maintain a valid deposit account or credit card that HELP may debit or charge to maintain the required available balance (HELP will give advance notice of the amount it will debit or charge by email or on the Website); and (5) agrees to maintain the required available balance. No interest will be paid on any amount held in an Account or subaccount.
- (iv) If any Fees remain outstanding for more than 21 days, we may, in our sole discretion, suspend or terminate your User Account and your access to and use of the Services. In our discretion, subject to applicable law, we may report information about the status of your User Account to credit bureaus. Late payments, missed payments, and/or other payment defaults relating to your User Account may be reflected in your credit report. If we send any unpaid invoices to a third-party collection service, your HELP Devices will be deemed lost and will not be eligible to be returned to us for credit, and you may not be eligible to use the Services in the future. In such event, if we authorize you to resume using the Services, you must pay the HELP Device Reactivation Fee specified in the Fee Schedule below per HELP Device (including any Third-Party Transponder), and you will lose any price discounts previously provided.
- (v) In the event of termination of the Services, if you have a remaining balance in your Account after payment of all Fees, outstanding Tolls and other legally permitted charges (which payment you authorize HELP to debit from your Account), HELP will send you a check or initiate a deposit or credit to your valid deposit account or credit card for the amount (the method of payment to be determined in HELP’s sole discretion) or escheat such amount in accordance with applicable law.
- (vi) Fee Schedule

Fee Schedule	Amount
Monthly HELP Device Service Charge	Customer will be advised of amount; amount subject to change
Toll Charges including any toll device fee assessment from any Agency, Authority, Commission or other governmental, quasi-governmental, public or private entity authorized to make such an assessment.	Pass-Through
Handling Fee*—for toll charges (or deposit payments associated with toll charges) that are paid with a method other than check or ACH payment/wire transfer. *(There are no Handling Fee charges for a payment for any listed E-ZPass Agency program. See Section 22 [E-ZPass Listed Agencies] for listing of applicable Agencies.)	1.99% of Charges
Invoice Redelivery Fee	\$2.00 per invoice
Violation Fee for each toll violation incurred due to Customer-related issues	\$20.00 per violation
Device Fee for Lost, Stolen, or Damaged HELP Device	\$100 per HELP Device
Device Fee for failing to return a HELP Device to HELP within 30 days of non-assignment or cancellation or termination of your Account.	\$100 per HELP Device
Check Processing Fee—when a physical check is not mailed to the lockbox payment address specified in the invoice	\$5.00 per check
Administrative Fee—if a refund is requested on an active User Account when the error was Customer-related	\$10.00 per refund requested
Returned ACH Payment Fee	\$25.00 per returned payment
Late Fee (for unpaid Fees outstanding for 21+ days)	Greater of \$10.00 or 1% of unpaid Fees per month
HELP Device Reactivation Fee	\$25.00 per HELP Device
Specialized billing and reporting services as agreed upon by HELP and Customer	\$75.00 per hour, with a half-hour minimum
Device Refurbishment Fee	\$20.00 per HELP Device
Third-Party Transponder Fee	Customer will be advised of amount if applicable; amount subject to change

16. **Intellectual Property:** If your access or use of the Services is prohibited by applicable law, you are not authorized to access or use the Services. We are not responsible if you access or use the Services in any manner that violates applicable law. You acknowledge and agree that the Services are protected by copyright, trademark, patent, and other intellectual property laws, and that we retain any and all right, title, and interest in, to, and under the Services, including any updates, upgrades, modifications, or derivative works of the Services, and any associated patent rights, trademark rights, copyright rights, mask work rights, trade secret rights, and other intellectual property rights in any of the foregoing (collectively, “Intellectual Property Rights”). Except as expressly set forth in these Terms, we do not grant you any licenses, express or implied, to the Services, any updates, upgrades, modifications, or derivatives of the Services, or any of the Intellectual Property Rights. Except as expressly provided by these Terms or with our prior written consent, you may not use, modify, disassemble, decompile, reverse engineer, reproduce, distribute, rent, sell, license, publish, display, download, transmit, or otherwise exploit the HELP Devices, the Services, or any updates, upgrades, modifications, or derivatives of the Services in any form by any means.

17. **Limited Warranty:** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS, YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED TO YOU STRICTLY ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ANY AND ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS; OR (E) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR ANY OF OUR AUTHORIZED REPRESENTATIVES WILL CREATE ANY WARRANTY.

18. **Indemnification:** You agree to indemnify, hold harmless, and (at our request) defend us, our affiliates, and our and their employees, contractors, subcontractors, officers, directors, agents, and representatives from and against all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses (including reasonable attorneys’ fees) that arise from a third party’s claim arising out of or on account of or resulting from your: (a) breach or alleged breach of these Terms; (b) violation of any applicable law; (c) infringement of any third-party intellectual property rights; and (d) other actions or omissions resulting in liability to us, our affiliates, or any of our or their employees, contractors, subcontractors, officers, directors, agents, or representatives. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will cooperate in asserting any available defenses.

19. **Limitation of Liability:** IN NO EVENT WILL HELP, ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, OFFICERS, DIRECTORS, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, INCLUDING DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, SAVINGS, PROPERTY, PROFITS, BUSINESS, CONTRACTS, REVENUE, ANTICIPATED SAVINGS, DATA, OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE SERVICES, EVEN IF HELP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER.

20. **Miscellaneous:**

- a. **Entire Agreement.** These Terms constitute the entire agreement between you and us relating to the Services and supersede and replace any prior agreement and communications between us, whether written or oral. In the event that HELP and you enter into an Addendum(s) modifying these Terms, any such Addendum shall become part of these Terms and to the extent such Addendum is in conflict with these Terms, the Addendum shall take precedence over these Terms.
- b. **Governing Law.** These Terms are governed by the laws of the State of Arizona without giving effect to any principles that provide for the application of the law of another jurisdiction.
- c. **Dispute Resolution by Binding Arbitration.** You and we agree that any Claim (as defined below) shall be settled exclusively by binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its applicable Arbitration Rules and procedures, including the Optional Rules for Emergency Measures of Protection (the “AAA Rules”). The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. This arbitration provision is made pursuant to a transaction involving interstate commerce, and the Federal Arbitration Act shall apply to the construction, interpretation, and enforceability of this provision notwithstanding any other choice of law provision contained in these Terms. For purposes of this Section, “Claim” means any and all disputes, controversies, and claims, whether based on contract, tort, fraudulent misrepresentation, statute, regulation, constitution, common law, equity, or any other legal basis or theory, and whether present or future, that arise out of or relate to these Terms or the Services, including the alleged breach of these Terms, the benefits provided by these Terms, oral or written statements related to these Terms, the relationships that result from these Terms, or the scope or enforceability of these Terms, including the determination of this arbitration provision.

You should review this arbitration provision carefully. This provision limits your and our ability to litigate Claims in court, and you and we each agree to waive our respective rights to a jury trial. Any arbitration under this provision shall take place on an individual basis; class arbitrations and class actions are not permitted. You will not have the right to participate as a class

representative, private attorney general, or as a member of any class of claimants for any Claim subject to arbitration. A Claim by, or on behalf of, other persons will not be considered in, joined with, or consolidated with, the arbitration proceedings between you and us. Any dispute regarding the prohibitions in the prior sentence shall be resolved by the arbitrator in accordance with this arbitration provision.

The arbitration tribunal shall consist of a single arbitrator mutually agreed upon by you and us, or, in the absence of such agreement within 30 days from the first referral of the dispute to the AAA, the arbitrator will be designated by the AAA. The arbitrator shall be an active member in good standing of the bar for any state in the continental United States and shall be either actively engaged in the practice of law for at least five years or a retired judge. You and we understand that in arbitration, discovery is more limited than in a court and review by courts is very limited. You and we agree that the arbitrator shall: (a) limit discovery to non-privileged matters directly relevant to the arbitrated Claim; (b) grant only relief that is based upon and consistent with substantial evidence and applicable substantive law; (c) have authority to grant relief only with respect to Claims asserted by or against you individually; and (d) provide a written statement stating the disposition of each Claim and a concise written explanation of the basis for the award and shall make specific findings of fact and conclusions of law to support any arbitration award. The place of arbitration shall be Maricopa County, Arizona or, if you so elect within 15 days from the first referral of the dispute to the AAA, in the federal judicial district of your residence or principal place of business, and you will be given the opportunity to attend the proceeding and be heard. The arbitral award shall be final and binding. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding this arbitration provision, you and we retain the right to seek relief in a small claims court in the state or municipality of our respective places of business within the jurisdictional limits of the small claims court and as long as such matter is only pending in that court.

Nothing in this arbitration provision shall limit the right of you or us, whether before, during, or after the pendency of any arbitration proceeding, to exercise any self-help remedies or to seek judicial assistance to: (a) compel arbitration; (b) obtain provisional or ancillary remedies or measures of protection prior to or pending arbitration; (c) seek injunctive relief in the courts of any jurisdiction as may be necessary and appropriate to enforce intellectual property rights; and (d) enforce any decision of the arbitrator, including the final award. You and we agree that the taking of these actions or any other participation in such litigation by you or us does not waive any right that either you or we have to demand arbitration at any time with respect to any subsequent or amended Claim filed against you or us after commencement of litigation between you and us. In no event shall you or we be entitled to punitive, exemplary, or similar damages.

Unless inconsistent with applicable law, and except as otherwise provided herein, you and we shall each bear the expense of our respective attorney, expert, and witness fees, regardless of whether you or we prevail in the arbitration. The arbitrator will decide whether we or you ultimately will be responsible for paying any fees or other costs in connection with the arbitration under the AAA Rules.

Demand for arbitration under these Terms must be made before the date when any judicial action upon the same Claim would be barred under any applicable statute of limitations; otherwise, the Claim also is barred in arbitration. Any dispute as to whether any statute of limitations, estoppel, waiver, laches, or other doctrine bars the arbitration of any Claim shall be decided by arbitration in accordance with the provisions of these Terms.

If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision will remain valid and enforceable. This arbitration provision shall survive expiration or termination of these Terms.

- d. **Assignment.** You may not assign all or part of any rights and/or obligations under these Terms without our prior written consent. We may assign our rights and/or obligations under these Terms without restriction and without your prior written consent.
- e. **Severability.** If any of the provisions of these Terms is held invalid or unenforceable, the remainder of these Terms shall remain in effect and shall be enforceable as if not containing the invalid or unenforceable clause.
- f. **Notices.** Notices to you under these Terms will be sent to your billing address or email address in our records. All notices to us that are intended to have a legal effect must be in writing and delivered by a means evidenced by a delivery receipt, to PrePass[®] Service Center, 510 Parkland Drive, Sandy, UT 84070; Attn.: Customer Service.

21. **Customer Service and Contact Information:**

Please direct all inquiries and questions about the Services to:

PrePass® Service Center
 510 Parkland Drive
 Sandy, UT 84070
 1-800-PREPASS (1-800-773-7277) (currently Monday through Friday, 6:00am to 7:00pm MT, excluding holidays)
PrePassUpdates@PrePass.com

For HELP Device returns: You must prepay postage/shipping, insure each HELP Device for \$100.00 with delivery confirmation, enclose a list of HELP Devices being returned and maintain a copy thereof for your records, and ship the HELP Devices to:

PrePass® HELP Device Returns
 510 Parkland Drive
 Sandy, UT 84070

22. **E-ZPass Listed Agencies:** The following Agencies are within the E-ZPass network as of April 1, 2016. HELP reserves the unilateral right, in its sole discretion, to amend this list by adding Agencies to or deleting Agencies from this list:

Agency Code	Agency Description
ACE	Atlantic City Expressway
BCBC	Burlington County Bridge Commission
CHICAGO	Chicago Skyway Concession Company
DelDOT	Delaware DOT
DRBA	Delaware River & Bay Authority
DRJTBC	Delaware River Joint Toll Bridge Commission
DRPA	Delaware River Port Authority
GSP	Garden State Parkway
ILTOLL	Illinois State Toll Highway Authority
ITRCC	Indiana Toll Road Concession Company
MassPike	Massachusetts Turnpike
MdTA	Maryland Transportation Authority
MeTA	Maine Turnpike Authority
MTAB&T	MTA Bridges & Tunnels
NCTA	North Carolina Turnpike Authority
NFBC	Niagara Falls Bridge Commission
NH	New Hampshire DOT
NJTP	New Jersey Turnpike Authority
NYSBA	New York State Bridge Authority
NYSTA	New York State Thruway Authority
OTIC	Ohio Turnpike Commission
PANYNJ	The Port Authority of NY & NJ
PBA	Buffalo and Fort Erie Public Bridge Authority (Peace Bridge)
PTC	Pennsylvania Turnpike Commission
RITBA	Rhode Island Turnpike & Bridge Authority
VDOT	Virginia DOT
WVPEDTA	West Virginia Turnpike Authority