

Addendum A - NC QUICK PASS HOV MOBILE APPLICATION END USER TERMS OF USAGE:

The North Carolina Turnpike Authority (NCTA), acting on behalf of the North Carolina Department of Transportation (NCDOT), has developed the NC Quick Pass HOV mobile application. When used by NC Quick Pass transponder account holders meeting the high occupancy vehicle (HOV) requirements, the Application provides the user the ability to set HOV status and travel free of charge in the I-77 Express Lanes. In order to qualify for HOV status and ride in the express lanes free of charge, the user must have at least three or more occupants in the vehicle (HOV 3+), and must have set HOV status at least 15 minutes before traveling in the express lanes. The Application requires users to have an active NC Quick Pass transponder account in good standing to be able to set HOV status and travel free of charge.

This Addendum is between You and NCTA only. NCTA is solely responsible for the Application and its content. Please read the End User Terms of Usage carefully. You agree to access and use the Application solely for lawful purposes. You are responsible for knowledge of, and adherence to, any and all laws, statutes, and regulations pertaining to the use of the Application. You must accept the terms of usage before using the Application.

NCTA grants You a limited, non-exclusive, non-transferable, revocable license to use the Application for Your personal, non-commercial purposes. You may only use the Application on mobile devices that You own or control.

By downloading and installing the Application, You agree to be bound by the following End User Application Terms of Usage, without limitation or qualification. Further, by using the Application, You acknowledge the terms of the agreement with Your mobile network provider (Mobile Provider) will continue to apply when using the Application. As a result, You may be charged by Your Mobile Provider for accessing the Application, or any third-party charges that may arise as a result of Your use of the Application.

The Application and its contents are provided free of charge on an "as is" basis. NCTA makes no claims, promises or guarantees about the accuracy, completeness, or adequacy of the content, and expressly disclaims liability for any errors and omissions. No warranty of any kind, implied, expressed or statutory, including, but not limited to: the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose, and freedom from computer virus, is given with respect to the content of this Application. The use of any specific products, processes, services, trade, firm, or corporate name is for the information and convenience of the general public, and does not constitute endorsement, recommendation, or preference by NCTA.

In no event will NCTA be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of any kind arising out of Your use or access to the Application, including loss of profits, whether or not in contemplation of the Parties, whether based on breach of contract, tort (including negligence) or product liability. NCTA will not be liable to You for any damage or alteration to Your equipment or personal property.

You agree to use the Application responsibly, and to avert any interaction with mobile devices while operating a motor vehicle. You hereby acknowledge that You shall not text, email, or use any mobile device while operating a motor vehicle, and agree not to hold NCTA liable for any cost, damage, accident

or injury that arises from and/or is related to Your use of the Application or the traffic information it provides.

NCTA respects the privacy of the Application's users. NCTA owns general data regarding Your use of the Application. This general data may be collected and used for reporting purposes. Aggregated information that does not include personally identifiable information may be stored and shared with third parties so that NCTA may improve the services provided to You. This data can include, but is not limited to:

- Dynamic geographic location
- Application settings and/or preferences
- HOV status dates, and start and end times
- Transponder number(s)
- License plate number(s)
- Speed
- Account standing indicator

Subject to the disclosures in the End User Application Terms of Usage and applicable law, NCTA will retain Your information as necessary to comply with its legal obligations, resolve disputes, and enforce its agreements.

You understand and agree that no photographs, images or other materials contained in this Application may be copied, downloaded, transmitted, distributed, or used in any other way, whether for commercial or pecuniary gain. You may display, copy, distribute, and download the content for personal, non-commercial use only. You agree not to modify the materials and to retain all copyright and other proprietary notices contained in the materials.

NCTA reserves the right to change, suspend, or withdraw the contents, its services or its products at any time without prior notice. NCTA may need to update or modify the privacy portion of this Addendum. Any modification is effective immediately unless otherwise stated. NCTA is entitled to revise these terms at any time and reserves the right, at its own discretion and without notice, to discontinue the service.

The End User Application Terms of Usage and the legal relationship between the Parties shall be governed by and construed in accordance with the laws of the state of North Carolina. The Parties hereto, their successors and assigns consent to the jurisdiction of the courts of the state of North Carolina with respect to any legal proceedings arising out of or related to the End User Application Terms of Usage.

The End User Application Terms of Usage constitute the complete and exclusive statement of the agreement between the Parties concerning the subject matter of the Application and supersede all other communications or representations or agreements.

For further information, please visit www.ncquickpassHOV.com.