

## **Change Order 07**

### **Contract with Electronic Transaction Consultants, LLC to Provide a Customer Service Center and Back Office System for Riverlink's Ohio River Bridges**

#### **Negotiated Termination for Convenience; TSP2 Obligations During Interim Period; Amendments to Pass-Through Cost Items; Reimbursement of Supplemental Pass-Through Cost Items and Overflow Customer Contact Center Costs**

**Effective Date of September 1, 2025**

#### **Recitals**

- A. On July 1, 2021, the Indiana Finance Authority (the "IFA"), a body politic and corporate, not a state agency but an independent instrumentality exercising essential public functions, on behalf of the Joint Board ("Joint Board") for the Louisville Southern Indiana Ohio River Bridges Project ("LSIORB"), entered into a contract (the "Contract") with Electronic Transaction Consultants, LLC ("ETC" or "TSP2") to provide a local customer-service center ("CSC"), a new back-office system ("BOS"), and two Walk Up Centers ("WUC") for the Ohio River Bridges Project (the "Project"). The Joint Board and ETC are referred to herein as the "Parties". The IFA, INDOT, KPTIA, and KYTC are referred to herein as the "States' Parties".
- B. The Contract has been amended by Change Orders 01, 02, 03, 04, 05, and 06, and Change Directive 01.
- C. ETC has asserted claims for additional compensation and reimbursement of Pass-Through Costs under the Contract, which claims are disputed by the States' Parties.
- D. The States' Parties have asserted claims for performance issues and related damages under the Contract, which claims are disputed by ETC.
- E. ETC and the States' Parties dispute liability for the costs resulting from Change Directive 01, and other terms in the Contract.
- F. In consideration of the terms and conditions set forth herein (including in the Recitals), the Parties mutually have agreed to this Change Order to the Contract.
- G. To the extent there is a conflict between the terms of this Change Order and the Contract, the terms of this Change Order shall control.

Capitalized terms used but not defined in this Change Order shall have the meanings set forth in the Contract, and Section and Exhibit references herein shall be to the Contract.

The Parties mutually agree as follows:

#### **SECTION I – Narrative, Discussion of Additions and Deletions to, and Acknowledgement of Contract Provisions**

#### **A. Negotiated Termination for Convenience**

1. The Parties shall work toward a Negotiated Termination for Convenience, with the express understanding and agreement that they will transition the Customer Service Center ("CSC") and Back Office System ("BOS") from TSP2 to a new toll services provider ("TSP3"). TSP2 shall continue to operate, maintain, and support the BOS and perform all CSC Services in accordance with the Contract, Business Rules, and Technical Requirements during the transition.
2. The Joint Board shall take immediate steps to identify TSP3, while TSP2 shall continue to operate the CSC and BOS pursuant to the terms of the Contract, as amended. After TSP3 has gone live, the Joint Board will issue a Notice of Termination for Convenience to TSP2 per Section 15.1.2 of the Contract which shall designate the actual effective date of such termination ("Termination Date"). The Termination Date will occur no later than July 31, 2028.
3. Upon the Termination Date, TSP2 shall no longer be responsible for BOS or CSC services, except to the extent necessary to carry out the Transition Plan described below.
4. TSP2 and its affiliates represent and warrant they will not make any efforts to become TSP3 and that they waive all rights to challenge any selection or bidding/proposal process associated with identifying and contracting with TSP3.

#### **B. Transition Plan**

1. Within ninety (90) days of the States' execution of a TSP3 Contract, TSP2 shall submit an updated End of Contract Transition Plan ("Transition Plan"), that includes the scope of services in the list attached at **Attachment A**, in compliance with Section 4.4.1 of the Contract and IMI-085 and IMI-086. The contents of the Transition Plan will be dictated by the specific needs and requirements of TSP3 on the LSIORB project and be subject to the written approval by the Joint Board Representatives. Once all requirements in the Transition Plan have been fully completed and approved by the Joint Board Representatives, in writing, TSP2 will be entitled to invoice the States for the End of Contract Transition Costs detailed in Form G Table 5.
2. Upon completion of all of services in the Transition Plan, TSP2 shall submit documentation certifying to the Joint Board that: (1) it has completed all services in the Transition Plan; (2) its services fully conform to the Transition Plan, Contract Documents, and Technical Requirements; (3) TSP2 has fully paid all subcontractors, consultants, and material suppliers performing services or providing materials or equipment related to the Transition Plan or has provided a bond to protect the States against any damages or costs associated with subcontractor, consultant or supplier invoices or claims; and (4) upon receipt of the

End of Contract Transition Costs detailed in Form G, TSP2 releases the IFA and the Joint Board from any and all claims of any kind or character, including lien claims. In addition, the certification shall provide all information required by Section 12.8.2 of the Contract. TSP2's obligation to provide services under the Transition Plan shall not be completed, and the final payment for transition services shall not be due, until the Joint Board approves the certification.

3. The End of Contract Transition Costs shall constitute the sole compensation that will be paid to TSP2 as a result of the Negotiated Termination for Convenience, and TSP2 waives its right to seek additional payments under Section 12.5.2 and Section 15 of the Contract. If any refund becomes payable after the Termination Date with respect to insurance or bond premiums, deposits, or other items which were previously passed through to the Joint Board by TSP2, such refund shall be paid directly to the Joint Board or otherwise credited to the Joint Board.

### **C. TSP2's Obligations During Interim Period**

1. The period between the Effective Date of this Change Order and the Termination Date shall be called the Interim Period ("Interim Period").
2. Except as provided in this Change Order, during the Interim Period, TSP2 shall continue to operate, maintain, and support the BOS and perform all CSC Services in accordance with the Contract, Business Rules, and Technical Requirements. TSP2 agrees that until the Termination Date occurs, TSP2 retains sole responsibility for operating the CSC, BOS, and all other parts of the system that it is responsible for operating in accordance with the Business Rules. All rights to indemnification set forth in the Contract shall remain in effect during the Interim Period, including TSP2's sole responsibility for any third-party liability that may arise from TSP2's failure to operate the System in accordance with the Contract terms, including, but not limited to, the Business Rules.
3. TSP2's obligations to perform Operational and Acceptance Testing ("OAT") and achieve System Acceptance will be suspended during the Interim Period and until such time as the Termination Date occurs. The scope of Work is modified to remove any portion of the Phase 2 work that is not completed as of the Effective Date of the Change Order.
4. Key Performance Indicators ("KPIs") During the Interim Period
  - i. All BOS KPIs and corresponding Performance Liquidated Damages that are described and set forth in Exhibit 2 to the Contract (as modified by this Change Order), apply during the Interim Period and may be assessed as of September 1, 2025.
  - ii. All CSC KPIs and corresponding Performance Liquidated Damages that are described and set forth in Exhibit 2 to the Contract (as modified by this Change Order), apply during the Interim Period and may be assessed as of

October 1, 2025. The Performance Liquidated Damages for failing to achieve the CSC KPIs shall be capped at \$100,000 per month.

- iii. Per Form K Technical Requirements CSC-151-153, TSP2's Monthly Operations and Maintenance Report shall detail TSP2's performance against the KPIs. Failure to meet the KPIs shall be identified and details submitted including the TSP2's plan to correct such occurrences.
5. For clarity, except as provided in Exhibit 2 (as modified by this Change Order), nothing in this Change Order shall relieve TSP2 of its obligation to comply with the CSC and WUC levels of service required by the Technical Requirements during the Interim Period, or relieve TSP2 from any of its obligations under the Contract to perform system monitoring and corrective and preventive maintenance of the BOS during the Interim Period, as required by Technical Requirements MSS-001-027.
6. TSP2 remains obligated to continue all Work necessary for the States to achieve the following:
  - i. Vehicle Registration Holds requirements of Form K Technical Requirements, which include HLD-001 through 020 and VRI-001 through 016. Attached as **Attachment B** is a listing of Form K Technical Requirements not yet fully met due to defects that need to be remedied and that TSP2 shall perform as part of the Vehicle Registration Holds Work. TSP2's deadline to complete the Vehicle Registration Holds Work is extended to December 31, 2025. Failure by TSP2 to achieve all requirements identified in this Paragraph by December 31, 2025, will result in Delay Liquidated Damages of \$5,000 per calendar day.
  - ii. Collections requirements of Form K Technical Requirements, which include COL-001 through 020. Attached as **Attachment C** is a listing of Form K Technical Requirements not yet fully met due to defects that need to be remedied that TSP2 shall perform as part of the Collections Work. TSP2's deadline to complete the Collections Work is extended to December 31, 2025. Failure by TSP2 to achieve all requirements identified in this Paragraph by December 31, 2025, will result in Delay Liquidated Damages of \$5,000 per calendar day.

**D. Amendment to Contract Section 5.1.1, Contract Section 5.1.2 and Exhibit 2**

1. Section 5.1.1 of the Contract is hereby amended as follows (deleted language is in strikethrough):

**5.1.1. Key Performance Guarantees**

TSP2 hereby guarantees that the Project shall comply with each of the Key Performance Indicators set forth in Exhibit 2, ~~as demonstrated with the Operational and Acceptance Test conducted by TSP2.~~

2. Section 5.1.2 of the Contract is hereby amended as follows (deleted language is in strikethrough):

**5.1.2. Key Performance Reporting**

~~As a part of the Operational and Acceptance Test conducted by TSP2,~~ TSP2 shall demonstrate the Project will allow for the review of each Key Performance Indicator in the Monthly Operations and Maintenance Report. Such reports will be reviewed as a part of the implementation of the Project and shall be agreed upon by the Joint Board Representatives.

3. Exhibit 2 to the Contract is hereby deleted in its entirety and replaced with the form of **Attachment D** to this Change Order.

**E. Amendment to Contract Exhibit 6-B (Pass-Through Cost Items)**

1. The table in Exhibit 6-B of the Contract is hereby amended by interlineation to add the following supplemental Pass-Through Cost Items:

<b>Pass-Through Cost Item*</b>	<b>Reimbursement Commencement Trigger</b>
Oracle (Cloud Services)	Beginning September 1, 2025
Questmark (Postage and Mailing Services), excluding the Questmark costs covered by the variable payment component outlined in Contract Exhibit 7, Attachment 1 Form G: Price Forms, Table 3 – Variable Operations Costs	Beginning September 1, 2025
Ring Central (IVR)	Beginning September 1, 2025
CSC Lease at Linn Station (10168 Linn Station Road, Suite 260 and Suite 525, Louisville, Kentucky 40223)	Beginning September 1, 2025
Worldpay and PayPal (Credit Card Fees) – TSP2 shall not allow any increase in current credit card fee percentages without the approval of the Joint Board Representatives (JBRs)	Beginning September 1, 2025

Penn Credit (Look-ups and Skip Tracing)	Beginning September 1, 2025
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2. The language at the bottom of Exhibit 6-B is hereby amended by interlineation to add the following language (in bold):

**\*After January 1, 2026, no Pass-Through Cost Items will be paid for any month in which TSP2 is three (3) or more months behind in paying to the Joint Board the amount of credit card fees assessed, which are ultimately repaid to TSP2 as a Pass-Through Cost.**

3. The Joint Board's right to audit and inspect all books and records as provided in the Contract, including the right to audit all payroll and claimed expenses for which TSP2 seeks reimbursement, shall apply.
4. Except as expressly provided herein, the remainder of Exhibit 6-B is unchanged by this Change Order.

#### **F. Amendment to Contract Payment Approval Process**

1. The Joint Board's review period for each of TSP2's draft monthly invoice submissions for Pass-Through Cost Items and for each of TSP2's draft Monthly Operations and Maintenance Report ("MOR") submissions will be reduced from ten (10) business days to five (5) business days. The Joint Board further agrees it will pay any Pass-Through Cost Items that are validated for that month in accordance with the Contract payment provisions. Any Pass-Through Cost Items that are not ready for approval in a given month may be submitted with the next invoice. All other payment terms in the Contract and as set forth herein remain unchanged.

#### **G. Location of CSC and Customer Service Representatives**

1. During the Interim Period, TSP2 must maintain a CSC at 10168 Linn Station Road, Louisville, Kentucky 40223, where a minimum of thirty percent (30%) of LSIORB customer service representatives are located. All dispute-resolution functions, escalations, transponder-fulfillment functions, and the finance functions must be performed at the CSC located at 10168 Linn Station Road, Louisville, Kentucky 40223. All other customer communications, whether by telephone, email, text, or otherwise, must take place within the United States of America.

### **SECTION II – Change Order Pricing**

#### **A. Monthly Operations and Maintenance Payment During Interim Period**

1. During the Interim Period, the Joint Board will continue to compensate TSP2 for performance of the Maintenance and Operations Work in accordance with the fixed

costs on Form G in Table 2 (BOS Administration, Maintenance and Support Services Costs) and Table 4 (Fixed Operations Costs) and the variable costs based on the unit prices on Form G in Table 3 (Variable Operations Costs). An approved MOR is a prerequisite to invoicing for monthly operations and maintenance costs.

2. The monthly Maintenance and Operations payments in Form G Table 2 and Table 4 will be increased by the greater of two-and-one-half percent (2.5%) or the actual percentage toll rate increase approved by the Tolling Body, per year, effective July 1 of each year. In consideration of the foregoing, TSP2 waives the right to seek additional compensation during the Interim Period under Contract Section 12.5.2.
3. Commencing on September 1, 2025, TSP2 is eligible to receive up to \$170,000 per month, as an addition to the fixed costs on Form G in Table 2, if TSP2 achieves the KPI incentive provisions set forth in Exhibit 2 (as modified herein).
4. Change Directive 01 shall remain in effect during the Interim Period.
  - i. For clarity, the Master Staffing Plan (Version 3.0, dated June 09, 2022) submitted by TSP2 and approved by the Joint Board Representatives ("Master Staffing Plan") sets forth TSP2's minimum staffing requirements for staffing of the CSC. Per the Master Staffing Plan, the first forty (40) full time Customer Service Representatives ("CSRs") shall be paid for at the sole cost and expense of TSP2. In accordance with Change Directive 01, the Joint Board will pay for the direct costs of up to forty-six (46) additional FTE CSRs.
  - ii. Costs associated with Change Directive 01 should be submitted as a Pass-Through Cost Item, without markup for overhead and profit, as part of ETC's monthly invoice submittal. Amounts for which TSP2 seeks reimbursement shall be accompanied with appropriate back-up documentation, including that from which the hours worked by the supplemental Customer Service Representatives can be verified.
  - iii. In order for TSP2 to be eligible for reimbursement as a Pass-Through Cost Item, TSP2 must demonstrate compliance for that month with the requirements set forth in Change Directive 01, including the requirement that TSP2 assign 80% of CSRs to answering the phones (unless the Joint Board Representatives approve otherwise in writing) and the requirement that TSP2 certify, beginning in November 2025, that thirty percent (30%) of all FTE CSRs are working at 10168 Linn Station Road, Louisville, Kentucky 40223 (the "Louisville CSC"), and that thirty percent (30%) of the FTE CSRs answering the phone are located at the Louisville CSC.
  - iv. TSP2 has entered into a revised subcontract with Global Agility Solutions, LLC ("GAS"), which is contingent upon the approval of this Change Order by the Joint Board (the "Revised GAS Subcontract"). The Revised GAS Subcontract explicitly requires GAS to perform all requirements of Change

Directive 01 for the Interim Period. TSP2 agrees that it will not cancel, terminate, or amend the Revised GAS Subcontract in any way that impacts the requirement that GAS perform, and/or GAS's ability to perform, all requirements of Change Directive 01 during the Interim Period without the Joint Board Representatives' prior written consent. TSP2 further agrees it will not take any action that materially interferes with GAS's ability to perform all requirements of Change Directive 01. If TSP2 cancels, terminates, or amends the Revised GAS Subcontract in any way that impacts the requirement that GAS perform without the Joint Board Representatives' prior written consent, and/or TSP2 takes any action that materially interferes with GAS's ability to perform all requirements of Change Directive 01 during the Interim Period, TSP2 will be in breach of the Contract, and in addition to any other remedies provided by the Contract, from the time of TSP2 breach forward, the Joint Board will not be required to make the additional payments of up to \$170,000 per month referenced in Section II(A)(3) of this Change Order until such breach is cured. The remedies set forth in this subsection shall be subject to the notice and cure provisions described in Section 16.1.1(a)(i) of the Contract.

**B. Reimbursement of Supplemental Pass-Through Cost Items and Overflow Customer Contact Center Costs**

1. On or before September 29, 2025, the Joint Board will reimburse TSP2, as a one-time Pass-Through Cost Item, up to \$2,000,000 in TSP2's actual and documented costs (no mark-up for overhead and profit) for the supplemental Pass-Through Cost Items that TSP2 has incurred between July 1, 2024 and the Effective Date of this Change Order and the costs TSP2 incurred to operate the Overflow Customer Contact Center after the expiration of Change Order 06.

**C. Reimbursement for Remediation of P2 and P3 Defects**

1. For each forty (40) P2 and/or P3 defects existing as of July 1, 2025, that TSP2 remediates between July 1, 2025, and July 1, 2026, TSP2 will be paid an additional \$100,000. Whenever TSP2 has corrected forty (40) P2 and/or P3 defects, it can include in its next monthly O&M invoice a line item for Change Order 7 Defect Remediation for \$50,000 to each of the States, along with proof of the defect remediations. The States will make payment within thirty (30) days of receipt, assuming all submitted defect remediations have actually been corrected and the corrections do not cause new defects. TSP2 may not include closure or remediation of defects determined by JBR to be duplicative of another defect. In addition, cancelled or no fix defects are not considered remediated. If the final batch of defects resulting in the correction of all defects numbers less than forty (40), TSP2 shall invoice each state \$1,250 for each defect remediated in the final batch.
2. For clarity's sake, there will be no additional payment for the remediation of P2 or P3 defects that arise after July 1, 2025, and no additional payment for the



remediation of P2 and P3 defects after July 1, 2026. Those defects, however, must still be remediated pursuant to the Contract terms.

TSP2's sole compensation for the Work described herein shall be the Change Order pricing as set forth herein. TSP2 shall not be entitled to any other adjustments to the Contract Price in connection with this Change Order or the subject matters described herein. Acceptance of this Change Order does not relieve TSP2 of its obligations to comply with the levels of service and other requirements set forth in the Technical Requirements or otherwise in the Contract, unless otherwise provided herein or specifically directed by the States' Parties in writing. The IFA, on behalf of the Joint Board, reserves all rights under the Contract, unless specifically modified by this Change Order.

### **SECTION III – Project Schedule Deadline Impact**

There will be no impact to the Contract's project schedule due to the matters in this Change Order, except as otherwise provided herein.

### **SECTION IV (Reviewed and recommended for agreement by Electronic Transactions Consultants, LLC's General Counsel)**

The undersigned Authorized Representative of the Electronic Transaction Consultants, LLC hereby certifies, under penalty of perjury, as follows:

1. Sections I, II, and III of this Change Order collectively represent a true, accurate, and complete summary of all aspects of this Change Order.
2. The amounts of time and/or compensation set forth in this Change Order: (a) are, in each case, justified as to entitlement and amount; (b) reflect all changes to compensation for and scheduling of the Project (inclusive of all Subcontractor and Supplier amounts, impacts); (c) are complete, accurate, and current; and (d) in each case, the amounts of time, if any, and/or compensation, if any, are agreeable to, and are hereby agreed by, Electronic Transaction Consultants, LLC.
3. Except as otherwise provided in this Change Order 07, TSP2 (on behalf of itself and its affiliates, successor(s) in interest, subcontractors, suppliers and consultants) waives and releases any and all claims, damages, causes of action, and/or liens, whether for time or money, known or unknown, that have accrued as of the Effective Date, provided, however, that TSP2 does not waive or release rights of indemnification.
4. Except as otherwise provided in this Change Order 07, the States Parties waive and release any and all claims, damages, and/or causes of action that have accrued as of the Effective Date, provided, however, that the States' Parties do not waive or release latent defects or rights of indemnification.
5. It is understood and agreed that this Change Order shall not alter or change, in any way, the force and effect of the Contract Documents, including any previous amendment(s) thereto, except insofar as the same is expressly altered and amended by this Change Order.

6. This Change Order supersedes all prior commitments, negotiations, correspondence, conversations, agreements, or understanding applicable to the issues addressed herein. No deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written, other than the Contract, as amended in accordance with its terms.

7. This Change Order is binding upon, and shall inure to the benefit of, each of the Parties and their respective heirs, personal representatives, successors, and assigns.

Signed by:

*Majorie Winters*

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Electronic Transaction Consultants, LLC  
General Counsel

Date: 9/18/2025, 2025

Comments:

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**SECTION V (Reviewed and recommended by States' Parties Authorized Representatives)**

By: *Amanda Spencer* 9/22/25

Name: Amanda Spencer

Title: Assistant State Highway Engineer, KYTC

Date: \_\_\_\_\_

By: *Matt Fulkerson*

Name: Matt Fulkerson

Title: Tolling Operations Director, INDOT

Date: 9/22/25

**SECTION VI (Agreed by Electronic Transaction Consultants, LLC)**

IN WITNESS WHEREOF, Electronic Transaction Consultants, LLC, intending to be legally bound, has executed this Change Order as of the date first written above.

Date: 9/18/2025

**ELECTRONIC TRANSACTION  
CONSULTANTS, LLC**

Signed by:  
Marjorie Winters  
By: Marjorie Winters, Electronic  
Transaction Consultants, LLC General  
Counsel and Authorized Signatory

**SECTION VII (Agreed by IFA's Authorized Representative)**

IN WITNESS WHEREOF, the IFA, intending to be legally bound, has executed this Change Order as of the date first written above.

Date: 9/22/2025

**INDIANA FINANCE AUTHORITY**

Signed by:  
Dan Huge  
By: Dan Huge, Public Finance Director of the  
State of Indiana

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