

PLANENGAGE™ SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the “Agreement”) constitutes a binding agreement between _____ (hereinafter, “Client”) and AECOM Technical Services, Inc., (hereinafter, “AECOM”), with Client and AECOM being individually referred to as a “Party” and collectively, as the “Parties.” This Agreement sets forth the terms and conditions under which Client may access, and AECOM will provide the Services (as defined below).

In exchange for the mutual duties and obligations herein, the Parties hereby agree as follows:

- 1 **Definitions.** As used in this Agreement, each of the following terms shall have the specified meanings:
 - 1.1 **“AECOM Property”** means any and all of: (a) PlanEngage; (b) the Documentation; (c) the AECOM Confidential Information; (d) Usage Information; and (e) all Intellectual Property Rights in any of the foregoing.
 - 1.2 **“Affiliate”** means, with respect to a Party, any entity that, directly or indirectly, controls, is controlled by, or is under common control with such Party by virtue of (i) the direct or indirect possession of the power to direct or cause the direction of the management and policies of the entity; (ii) direct or indirect ownership of more than fifty (50) percent of the outstanding voting securities of the other entity; and/or (iii) the power to direct or cause the direction of the management and policies of the other entity, whether through the ownership of voting securities, by contract or otherwise.
 - 1.3 **“Authorized User”** means any person or entity who has been assigned a unique username-password combination by AECOM and authorized by AECOM to access and use the Services in accordance with the Roles associated with the Plan selected on the Order Form or any Extension Agreement (as applicable), and subject to their and Client’s strict compliance with this Agreement.
 - 1.4 **“Authorized Users Limit”** means the total number of Authorized Users and Roles permitted pursuant to the Plan selected on the Order Form or any Extension Agreement (as applicable) and paid for by Client.
 - 1.5 **“Business Contact Information”** means any business-related contact information of Client, including name, business title, company/organization name, business email, business phone number, and business address.
 - 1.6 **“Claim”** means any action, class action, assertion, allegation, claim, demand, grievance, investigation, lawsuit, arbitration, or other legal proceeding.
 - 1.7 **“Community Comments”** means any comments, input, or information provided by third parties via PlanEngage.
 - 1.8 **“Confidential Information”** means all information of a Party communicated to the other Party pursuant to this Agreement, and from which the disclosing Party derives economic value, actual or potential, from not being generally known to others, including, without limitation: (i) business information including past, current and/or prospective business plans, project information, marketing plans and strategies, suppliers, customers, customer lists, purchasing data, sales and marketing plans; (ii) financial information, including pricing, margins, and financial and accounting data and information; and (iii) technical information including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, designs, methods, techniques, inventions, improvements, know-how, processes, apparatus, products, equipment, algorithms, software programs, software source documents, and formulas. The Confidential Information of AECOM shall include, without limitation, the AECOM Property. Client’s Confidential Information shall be limited to User Content. Confidential Information does not include information that (i) was already known to the receiving Party at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of the receiving Party; (iii) is communicated to a third party with the express written consent of the disclosing Party and not subject to restrictions on further use or disclosure; (iv) is independently developed by the receiving Party; and/or, (v) is required by law, regulation, court order or subpoena to be disclosed to a third party, provided that, to the extent legally practicable, the receiving Party shall: (a) before making any disclosure, promptly provide the disclosing party with written notice and a reasonable opportunity for the disclosing Party to object to the disclosure or to take action to maintain the confidentiality of the information; (b) reasonably cooperate with efforts by the disclosing Party to oppose and/or restrict the disclosure of Confidential Information; and (c) continue to treat any disclosed Confidential

Information as confidential pursuant to this Agreement, notwithstanding its disclosure pursuant to this subsection (v).

- 1.9 **“Damages”** means any direct or indirect injury, cost, expense (including attorney fees), fine, penalty, damage, compensation, liability, settlement, payment, loss, and/or judgment.
- 1.10 **“Documentation”** means any materials provided to Client relating to PlanEngage, including without limitation, training materials, user manuals, product descriptions and specifications, help files, or “read-me” files, and any Upgrades to any of the foregoing.
- 1.11 **“Effective Date”** means the date indicated on the Order Form at the time of Plan selection when the Services are requested to begin, or if no such date is requested, the date on which the Services are first provided by AECOM.
- 1.12 **“Extension Agreement”** means a change to the current Plan, Services Period, and/or Project Quantity, as selected using the form at Schedule 1 and paid for by Client, which change(s) are subject to agreement by, and may be refused by AECOM in its sole discretion.
- 1.13 **“Fees”** means the fees charged by and owed to AECOM for the Services provided pursuant to this Agreement based on the Plan, the Services Period, and the Project Quantity.
- 1.14 **“Intellectual Property Rights”** means any and all legal, equitable, moral, statutory, regulatory, common law or other rights, whether by way of patent, copyright, trademark, service mark, trade name, trade dress, trade secret, know-how, and any other intellectual property right (whether registered or unregistered) recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded including all rights of reversion and rights to any applications and pending registrations and the right to sue for and recover Damages for current and/or past infringements.
- 1.15 **“Order Form”** means the form at Schedule 1 on which Client selects the Plan, Services Period, Project Quantity, Effective Date, and provides other related information.
- 1.16 **“Output”** means any and all data, analysis, conclusions, reports, summaries, suggestions, or recommendations, whether explicit or implicit, that is communicated directly or indirectly to Client or an Authorized User via PlanEngage and/or Client’s or an Authorized User’s use thereof.
- 1.17 **“Plan”** means the tier of Services features, Authorized User Limits, storage, usage volumes, and other related features and functions that are available to Client and the Authorized Users for the number of Projects not exceeding the Project Quantity based on Client’s selection thereof on the Order Form or the Extension Agreement (as applicable) and AECOM’s receipt of the Fees therefor pursuant to this Agreement.
- 1.18 **“PlanEngage”** means AECOM’s proprietary, cloud-based platform for generating interactive, web-based content by combining word processing functionality with data management and visualization technologies, including interactive maps, embedded videos, and data visualization, and includes all associated object code, source code, algorithms, architecture, menus, and menu structure, and any Upgrades to any of the foregoing.
- 1.19 **“Project”** means the discrete use case for the Services based on the unified purpose for the Output, reason for soliciting the Community Comments, and geographic focus of the User Content.
- 1.20 **“Project Quantity”** means the number of Projects for which the Services are available to Client pursuant to this Agreement, as selected on the Order Form or any Extension Agreement (as applicable) and paid for by Client, or if no number is selected, a single Project.
- 1.21 **“Role”** means the set of functionalities and permissions (a “Role”) available to a given Authorized User based on the Plan selected by Client on the Order Form or the Extension Agreement (as applicable).
- 1.22 **“Services”** means AECOM’s provision of: (a) PlanEngage; (b) any support and maintenance services to be provided by AECOM pursuant to Section 3.4; (c) any services, including the analysis of User Content provided by AECOM and/or PlanEngage; (d) the Documentation; and/or (e) any other services performed by or on behalf of AECOM under this Agreement.
- 1.23 **“Services Period”** means the period of time running from the Effective Date during which the Services are available to Client pursuant to this Agreement, as selected on the Order Form or the Extension Agreement (as applicable) and paid for by Client, unless terminated early pursuant to this Agreement.
- 1.24 **“Software”** means PlanEngage and the Documentation.
- 1.25 **“Upgrades”** means any upgrades, updates, revisions, corrections, modifications, improvements, bug fixes,

patches, maintenance releases, later versions, and enhancements to that AECOM makes generally available to its customers, excluding any trial, test, or beta versions thereof.

- 1.26 **“Usage Information”** means statistical and aggregated information that relates to the use, performance, and operation of the Services, but excluding User Content or Client’s Confidential Information.
- 1.27 **“User Content”** means any data, labels, text, graphics, GIS data, images, video clips, audio recordings, or other content or information that Client, those acting (directly or indirectly) on Client’s behalf, and/or the Authorized Users, upload into PlanEngage or otherwise make available to AECOM in connection with the Services, provided that User Content shall not include any Usage Information.
- 1.28 **“Client’s Property”** means: (a) User Content; and (b) Client’s Confidential Information.

2 Licenses.

- 2.1 Licenses Granted to Client. Subject to AECOM’s receipt of full payment of the Subscription Fee, and Client’s full compliance with this Agreement, each term and condition of which is deemed to be material with respect to assessing said full compliance, AECOM hereby grants to Client a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to the Services in accordance with the Plan, for use on the total number of Projects not exceeding the Project Quantity, and during the Services Period.
- 2.2 License Exclusions. Except as expressly authorized under the Agreement, neither Client, nor any Authorized Users, nor any others acting on Client’s behalf, shall do or attempt to do any of the following: (a) reverse engineer, disassemble, reconstruct, decompile, copy, or create derivative works of the Software, the Services or other AECOM Property, or use the Software or Services for the purpose of creating a competing service; (b) copy, modify, transfer or distribute any portion of the Software, Services or other AECOM Property; (c) rent, lease, or provide access to the Software, the Services or other AECOM Property to any other individual or entity; (d) interfere with or damage the Services, including without limitation, through the use of viruses, bots, harmful code, denial of service attacks, backdoors, packet or IP address spoofing, forged routing, or any similar methods or technology, or upload any User Content that is harmful to AECOM Property or in violation of any third party rights; (e) violate any usage limitations set forth in this Agreement; or (f) allow access to others other than Authorized Users. Client will use the AECOM Property solely for authorized and legal purposes and will not use the AECOM Property to violate any applicable laws or regulations.
- 2.3 Licenses Granted to AECOM. Subject to the terms and conditions of this Agreement, Client hereby grant AECOM and its Affiliates an irrevocable, perpetual, non-exclusive, royalty-free, non-transferable (except as expressly permitted under this Agreement or to any current or future AECOM affiliate), non-sublicensable (except to any current or future AECOM Affiliate or as otherwise expressly permitted under this Agreement), worldwide license to reproduce, store, display, create derivative works and use any of User Content (including without limitation any header data or metadata included in User Content): (a) to provide the Services to Client; (b) for other commercial purposes such as product development and improving products and services, testing and troubleshooting; and (c) to conduct sales and marketing to Client. AECOM will have the right to permit its subcontractors to exercise the foregoing rights, provided that AECOM will be responsible for any breach of this Agreement caused by any such subcontractors. AECOM will also have the right to permit third-party sublicensees to exercise the rights granted in the foregoing subsection (b), provided that such data is aggregated with data of other AECOM customers and does not identify Client as the owner of such data.

3 Services.

- 3.1 AECOM Provision of Services. Subject to the timely payment of Fees pursuant to this Agreement, AECOM shall host and allow Client to use the Software and/or other Services in accordance with this Agreement and the features provided for in the applicable Plan, during the Services Period, and for the number of Projects not exceeding the Project Quantity.
- 3.2 Client’s Account and Authorized Users. Upon the valid selection of a Plan, the Services Period, and the Project Quantity, and AECOM’s receipt of the associated Fee, AECOM will establish any necessary accounts to permit Client’s use of the Software and Services. For the avoidance of doubt, login credentials will be associated with named Authorized Users. Authorized Users of the Software will have the ability to upload User Content, review and export User Content and Output, input labels and other information

regarding User Content, manage Client’s account, and otherwise use the functionalities described in the user documentation that AECOM makes available to Client. Client agrees that Client and the Authorized Users will keep account information confidential and not to share it with any third party other than Authorized Users. Client is fully responsible for all activities that occur under Client’s account, including those of any Authorized Users, and for maintaining up-to-date and accurate information (including without limitation valid contact information) with respect to Client’s account. The unauthorized sharing of account credentials by Client or any Authorized Users shall constitute a material breach of this Agreement. In the event Client desires to transfer an Authorized User’s login to a new employee or subcontractor, Client must notify AECOM in writing at least 15 days prior to the transfer. Client must notify AECOM immediately of any upcoming or actual departure of an Authorized User from Client’s organization, and AECOM may thereafter terminate said Authorized User’s access to the Services. Client agree to notify AECOM promptly upon becoming aware of any known or suspected unauthorized use of the Services by any person or entity.

- 3.3 Ability to Download Data. At any time during the term, but only during the Services Period, as the Software functionality permits, Client may have the ability to download User Content and/or Output then stored in the Software. After the termination of the Services Period Client’s ability to download User Content or Output will cease, and AECOM will, at its sole discretion, have the right, but not the obligation, to delete any of the User Content and/or Output.
- 3.4 Support, Maintenance and Upgrades. AECOM will use commercially reasonable efforts to keep the Software operational on a generally continuous basis during the Services Period, exclusive of downtime necessary for scheduled and emergency maintenance. AECOM shall provide at least email-based support to Client based on a Technical Support Request (as defined below). The method of provision of any updates, modifications, or repairs to the Services will be at the discretion of AECOM. AECOM will take reasonable steps to provide technical support as set out in this Agreement. However, AECOM does not guarantee that defects or problems will be resolved or that the Services will be error-free. AECOM is not responsible for correcting errors or defects in (or caused by) software or hardware supplied by third parties (including any compatibility issues between any such software or hardware and Client’s software / hardware), but may, at its discretion, assist in troubleshooting these third-party hardware/software issues. AECOM will not be responsible for failure to correct a problem to the extent that AECOM is unable, after reasonable efforts, to replicate the problem or if the problem is caused by: (a) Client’s use of the Services in a manner other than that explicitly permitted by this Agreement; (b) Client’s failure to utilize compatible computer and networking hardware, software, and/or firmware; and (c) Client’s use of corrupt, incorrect, or incompatible User Content. Notwithstanding anything else in this Agreement, the inclusion of Upgrades to the Software shall be made available to Client at AECOM’s sole discretion. For the avoidance of doubt, AECOM reserves the right at its sole discretion to offer certain enhancements and optional services for the Software for an additional charge that may be subscribed to by Client pursuant to an Extension Agreement.
- 3.5 Technical Support. Client may open a new technical support incident (a “Technical Support Request”) by contacting AECOM at: support@planengage.com. AECOM will take commercially reasonable steps to provide an initial response to any Technical Support Request in accordance with the following timeframes and priority levels:

Classification	Initial Response
P1 – High:	< 1 business day
P2 – Medium	< 3 business days
P3 – Low	< 5 business days

- 3.6 After a Technical Support Request is communicated to AECOM it will be allocated a priority level from P1 to P3 at AECOM’s discretion, based on the following factors:

Priority Issue (“P1”), High Severity

- Any fault which causes failure of a critical feature
- Significant loss of Services performance or irreparable loss of data within the application
- Any fault that keeps the Services from meeting a significant, documented standard or performance

specification

- Any fault that keeps the system from meeting regulatory and safety standards

Priority Issue (“P2”), Medium Severity

- Any fault which causes failure of a non-critical feature of the Services
- Application is running at a degraded capacity with potential risk of losing critical data
- Failures in Services performance that requires additional dedicated resources to maintain core application elements

Priority Issue (“P3”), Low Severity

- Loss of administrative capabilities (non-P1/non-P2)
- Loss of full feature functionality (non-P1/non-P2)
- Discovery of application bug with a short-term workaround
- Any remote upgrade or support not associated with resolution of a P1 or P2 issue

- 3.7 Extension Agreement. At any time during the Services Period, Client may request to move to a higher Plan, increase the Services Period, and/or increase the Project Quantity. Subject to AECOM’s discretionary assent thereto, the approved changes will be reflected in an Extension Agreement which, when executed, shall become a part of this Agreement. The additional Fees payable to AECOM from such Extension Agreement shall be calculated based on the date of execution of the Extension Agreement, less any Fees already pre-paid to AECOM for unused Services as of such date.

4 Fee and Payment Terms.

- 4.1 Payment and Access. Client’s access to the Services provided pursuant to this Agreement is contingent on AECOM’s timely receipt of payment of the Fees pursuant to this Agreement and the selected Plan, the Services Period, and the Project Quantity. The Fee shall be payable prior to the Effective Date at the time of selection of the Plan the Services Period and the Project Limit. Any additional Fee due as a result of an Extension Agreement shall be payable within thirty (30) days of execution thereof. Except as otherwise expressly provided in this Agreement, all Fees are non-refundable. Except as otherwise provided in this Agreement, the Fee shall be paid in, United States dollars without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). AECOM may, at its option, apply money received from Client against any money then due to AECOM to satisfy any debt by Client under this Agreement or for any other debt or liability by Client. The Parties each agree to use good faith efforts to resolve any disputed invoiced amounts or charges.
- 4.2 Taxes. Client shall bear all local, state, and federal sales, use, gross receipts, excise, import or export, value added or similar taxes, duties, fees, assessments, or levies, if any, legally imposed in connection with the Fees paid hereunder.
- 4.3 Remedies for Non-Payment. In addition to any other remedies available to AECOM, including any remedies set forth in this Agreement, in the event that AECOM does not timely receive payment of the Fee pursuant to this Agreement, AECOM will have the right to immediately suspend or block Client’s access to the Services until full payment of such amounts is received.

5 Term and Termination.

- 5.1 Term. Unless earlier terminated in accordance with this Agreement, this Agreement shall continue in full force and effect for the duration of the Services Period for which the specified Fees are paid.
- 5.2 Termination for Breach. Either Party may terminate this Agreement by written notice to the other Party if the other Party commits a material breach of this Agreement and such breach remains uncured for thirty (30) days following written notice of breach by the terminating Party; provided, however, that AECOM may immediately terminate the Agreement immediately in the event that AECOM reasonably believes Client has or imminently will violate Section 2.2.
- 5.3 Effect. Upon the expiration or termination of this Agreement for any reason: (a) Client will immediately cease all access to and use of the Services; (b) all licenses granted hereunder will immediately terminate and AECOM will immediately cease providing Services to Client; and (c) Client shall, within thirty (30) days of

expiration or termination, pay to AECOM all outstanding accrued and payable amounts owed by Client to AECOM under this Agreement. Neither Party will be liable for exercising any termination right in accordance with this Agreement.

- 5.4 Survival. The following provisions shall survive expiration and/or termination of this Agreement: Article 1, Section 2.2, Section 2.3, Section 3.4, Article 4, Section 5.3, Section 5.4, Article 6, Article 7, Article 8, Article 9, Article 10, and Article 11. Except as expressly provided, expiration or termination of this Agreement shall not release either Party from any liability or obligation that had already accrued as of the effective date of expiration or termination, and the expiration or termination shall not constitute a waiver or release of, or otherwise be deemed to prejudice or adversely affect, any of a Party's available rights, remedies or claims, whether for damages, injunctive relief, or otherwise.

6 Proprietary Rights.

- 6.1 AECOM Property. Client hereby acknowledges and agrees that all right, title, and interest in and to any AECOM Property, including without limitation any Intellectual Property Rights therein, are and will remain the exclusive property of AECOM. AECOM reserves all rights in and to all the AECOM Property. Except for the limited license explicitly granted pursuant this Agreement, nothing contained in this Agreement shall be construed as conveying any additional right or license in such AECOM Property, whether by implication, estoppel, or otherwise.
- 6.2 Use of Usage Information. Client acknowledges and agrees that AECOM owns the Usage Information generated and will have the right to use such data for any purpose, including without limitation, product development, conducting sales and marketing to Client and for other commercial purposes in its sole discretion; provided, however, that AECOM shall only share Usage Information with third parties if such data is anonymized and aggregated with data of other AECOM customers.
- 6.3 Third-Party Property. In its provision of the Services, AECOM may, at its discretion, use the content of certain third-party licensors. All such content remains the property of the applicable third-party licensor.
- 6.4 Client Property. Except for the limited license granted herein, all right, title, and interest in and to any of Client Property, including without limitation any Intellectual Property Rights therein, are and will remain the exclusive property of Client.
- 6.5 Responsibility for User Content. Client is responsible for all of the User Content, including for the accuracy, legality, and integrity of such content, and Client shall obtain in advance all consents, approvals, licenses, and permissions necessary to upload User Content and permit AECOM's provision of the Services pursuant to this Agreement. Client will not upload to PlanEngage, or encourage or permit anyone else to upload, any content that violates any third-party privacy Intellectual Property Rights; or any applicable laws or regulations. Without limiting any of AECOM's other rights and remedies, AECOM shall have the right (but not the obligation) in its sole discretion to remove from the Services any such content that violates this Agreement or any of AECOM's policies and procedures. CLIENT WILL NOT CAUSE TO BE UPLOADED TO PLANENGAGE ANY CONTENT FOR WHICH CLIENT DOES NOT HAVE ALL SUCH NECESSARY OWNERSHIP RIGHTS AND/OR LICENSES, CONSENTS OR PERMISSIONS. AND, TO THE GREATEST EXTENT PERMITTED BY LAW, CLIENT HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS AECOM FOR ANY CLAIMS OR DAMAGES RESULTING FROM THE ACTUAL OR ALLEGED BREACH OF THIS SECTION 6.5.
- 6.6 Feedback. AECOM welcomes and encourages Client to provide feedback, comments, and suggestions for improvements, fixes, and other changes to the Software and the Services (collectively, "Feedback"). Such Feedback may be used by AECOM to improve the Software and/or the Services. Client agrees that AECOM has the right, but not the obligation, to use such Feedback without any obligation to provide Client credit, payment, intellectual property rights, or ownership in any changes to the Services. All rights, including Intellectual Property Rights, in Feedback shall be owned by AECOM, and Client hereby assign any and all such rights that Client have or may have in Feedback submitted by Client to AECOM.

7 Confidentiality, Privacy, Security.

- 7.1 Confidentiality. Client and AECOM hereby acknowledge and agree that during the Services Period and in furtherance of this Agreement, one or the other may receive and/or have disclosed to them (and in such

instance be referred to as the “Receiving Entity” for purposes of this Article 7) the Confidential Information of the other entity (and in such instance be referred to as the “Disclosing Entity” for purposes of this Article 7). Client and AECOM hereby agree, except as required by applicable law or regulation: (i) to hold and maintain in strict confidence the Disclosing Entity’s Confidential Information and not to disclose it to any third party except as may be necessary to fulfill all obligations required pursuant to this Agreement, and to the Receiving Entity’s officers, agents, and employees and those of its parents and Affiliates, who are under a contractual obligation to keep such information confidential and have a need to know such information in order for the Receiving Entity to full its obligations pursuant to this Agreement, or to provide administrative, legal, financial or technical support in furtherance of said obligations; (ii) to protect the Disclosing Entity’s Confidential Information from disclosure with the same degree of care the Receiving Entity uses to protect its own proprietary information similar in nature, but in no event less than a reasonable degree of care; (iii) not to use any of the Disclosing Entity’s Confidential Information for any purpose other performing its obligation or exercising its rights under this Agreement; (iv) to return or destroy the Disclosing Entity’s Confidential Information promptly upon the Disclosing Entity’s written request, except for such Confidential Information that is stored electronically in the Receiving Entity’s backup and archival drives, tapes and systems pursuant to its information retention policies and procedures, provided that all such retained Confidential Information remains confidential pursuant to the terms of this Article 7. For clarity, nothing in this Article 7 will restrict or limit AECOM’s rights to use User Content as provided in Section 2.3. The Receiving Entity acknowledges that the unauthorized disclosure or use of such Confidential Information may cause irreparable harm to the Disclosing Entity, which harm cannot be compensated by damages alone. Therefore, in addition to all other rights and remedies at law and in equity, the Disclosing Entity may, without the obligation of providing a bond, seek an injunction to prevent a violation of the obligations of confidentiality. The obligations of confidentiality in this Section 7.1 will extend for a period of 36 months after the later of the cessation of AECOM’s provision of the Services or the termination of this Agreement including any Extension Agreement.

- 7.2 **Privacy.** The Parties shall each comply with all applicable privacy laws and regulations relating to the protection of personal data. Client hereby consents to AECOM’s use of Client’s personal data obtained from third-party sources for the purpose of providing the Services to Client. In addition, Client hereby consents to AECOM’s use of any Business Contact Information (defined below) that Client provides to AECOM: (i) for the purpose of providing the Services to Client; and (ii) in any additional manner required pursuant to AECOM’s privacy policy and as required by applicable law or regulation as they pertain to the Services.
- 7.3 **Security.** User Content will be hosted in Microsoft Azure cloud storage and all data security shall be subject to the physical, technical, and managerial processes and procedures that are provided by Microsoft with respect to the Azure cloud storage environment, and to the contractual obligations between AECOM and Microsoft with respect to AECOM’s use of the Azure cloud storage environment. To the greatest extent permitted by law, Client hereby waives and releases and agrees to defend, indemnify, and hold harmless AECOM and Microsoft from any Claims or Damages arising out of or relating to the storage of User Content, including any inaccessibility, down-time, corruption, destruction and/or deletion of such User Content.

8 Representations And Warranties.

- 8.1 **Representations and Warranties.** Each Party represents and warrants as of the Effective Date and at all times throughout the Services Period: (a) it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution of this Agreement by such Party and performance of its obligations hereunder comply with all applicable laws, rules and regulations (including privacy, export control and obscenity laws); (c) when executed, this Agreement will constitute a legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms; and (d) neither the execution nor performance of this Agreement will violate any agreement to which it is a party or by which it is otherwise bound. Client further represents and warrants to AECOM throughout the Services Period that: (i) Client has all consents, approvals, licenses, and permissions necessary for Client to perform all of Client’s obligations under this Agreement, to provide User Content to the Services, and to grant the licenses Client has granted herein; and (ii) User Content does not violate any applicable laws, including without limitation any privacy

laws, and does not infringe or misappropriate any Intellectual Property Right, publicity or privacy right or other proprietary right of any third party.

- 8.2 Acknowledgment and Release. Client understands and agrees that AECOM does not control the substance of the Community Comments. TO THE GREATEST EXTENT PERMITTED BY LAW, CLIENT HEREBY WAIVES AND RELEASES AECOM FROM ALL DAMAGES ARISING OUT OF OR RELATING TO SUCH COMMUNITY COMMENTS.
- 8.3 Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, AECOM DOES NOT MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ITEMS OR SERVICES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, AND AECOM FURTHER HEREBY DISCLAIMS THE SAME. AECOM DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR DOCUMENTATION WILL MEET CLIENT’S NEEDS OR REQUIREMENTS, THAT ANY CONTENT GENERATED BY THE SERVICES WILL BE ACCURATE, COMPLETE OR RELIABLE, THAT USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, OR THAT ANY DEFECTS IN THE SERVICES OR DOCUMENTATION WILL BE CORRECTED. AECOM FURTHER DOES NOT WARRANT THE OUTCOME AND SPECIFICALLY DISCLAIMS ALL DAMAGES ARISING OUT OF OR RELATING TO CLIENT’S USE OF, RELIANCE UPON, AND/OR ACTION OR INACTION BY CLIENT IN RESPONSE TO THE OUTPUT.

9 Indemnification.

- 9.1 AECOM Indemnification. Subject to the provisions of Article 10, AECOM, at its own expense, will indemnify, defend and hold harmless Client, Client’s Affiliates and their respective directors, officers, employees, representatives and agents (collectively, the “**Client Indemnitees**”) from and against any claim, demand, action, class action, investigation or other proceeding (collectively, “**Claims**”), including but not limited to all damages, losses, liabilities, penalties, fines, judgments, costs and expenses (including attorneys’ fees) arising therefrom (collectively, “**Damages**”), brought by any third party against any of Client Indemnitees to the proportional extent that such Claim arises out of: (a) any third-party allegation that the Services (excluding any User Content hosted therein), when used by Client in accordance with this Agreement violate applicable law or directly infringe or violate the Intellectual Property Rights of any third party, but excluding Claims based upon Client’s willful infringement or the combination by Client with any other method, step, process, system, product, apparatus or other technology or intellectual property not provided by AECOM; or (b) the fraud, gross negligence or willful misconduct of AECOM or its employees or subcontractors.
- 9.2 Additional Obligations of AECOM. In addition to the indemnification obligations of AECOM set forth in Section 9.1, in the event the use of any Service is, or AECOM believes may be, alleged or held to infringe any Intellectual Property Right, AECOM may at its sole option and expense: (a) replace or modify the Service so it is non-infringing; (b) obtain for Client a license to continue using the Service in accordance with this Agreement; or (c) terminate the Agreement at a time and date at AECOM’s sole discretion and refund the pro-rata amount of any unused Fees prepaid by Client. CLIENT AGREES, AS A MATERIAL TERM OF THE AGREEMENT, THAT SECTION 9.1 AND THIS SECTION 9.2 SET FORTH CLIENT’S EXCLUSIVE REMEDIES WITH RESPECT TO INFRINGEMENT OF ANY THIRD PARTY’S INTELLECTUAL PROPERTY RIGHTS BY ANY PORTION OF THE AECOM PROPERTY AND THAT AECOM SHALL HAVE NO INFRINGEMENT LIABILITY TO CLIENT EXCEPT AS PROVIDED IN THESE SECTIONS.
- 9.3 Client Indemnification. Client, at Client’s own expense, will indemnify, defend and hold harmless AECOM, its Affiliates and their respective directors, officers, employees, representatives and agents (collectively, the “**AECOM Indemnitees**”) from and against any Claim, including but not limited to any Damages arising therefrom, brought by any third party against any AECOM Indemnitee to the extent that such Claim is based on, or arises out of: (a) User Content; (b) any breach or purported breach of this Agreement by Client or those acting on Client’s behalf; (c) Client’s use of, reliance upon, and any action or inaction by Client in

response to the Output; or (d) the fraud, gross negligence or willful misconduct of Client, Authorized Users or Client's employees or subcontractors.

- 9.4 Indemnification Procedures. The obligations of AECOM (the "Indemnitor") under this Agreement to defend, indemnify and hold harmless the other Party and its Affiliates, and their respective directors, officers, employees, representatives and agents (each, an "**Indemnitee**") shall be subject to the following: (a) the Indemnitee shall provide the Indemnitor with prompt notice of the claim giving rise to such obligation; provided, however, that any failure or delay in giving such notice shall only relieve the Indemnitor of its obligation to defend, indemnify and hold the Indemnitee harmless to the extent it reasonably demonstrates that its defense or settlement of the claim or suit was adversely affected thereby; (b) the Indemnitor shall have sole control of the defense and of all negotiations for settlement of such claim or suit; provided, however, that the Indemnitor shall not, without the written consent of the Indemnitee, settle any Claim that: (i) does not completely and permanently release the Indemnitee from all liability with respect to such Claim; (ii) implies, acknowledges, or admits to any fault, culpability (whether moral, legal or otherwise) or liability by the Indemnitee; and/or (iii) requires any action or inaction by the Indemnitee, whether by way of injunction or otherwise; and (c) the Indemnitee shall reasonably cooperate with the Indemnitor in the defense or settlement of any such claim or suit; provided, however, that the Indemnitee shall be promptly reimbursed for all reasonable out-of-pocket expenses incurred in providing any cooperation requested by the Indemnitor. Subject to clause (b) above, the Indemnitee may participate in the defense of any claim or suit in which the Indemnitee is involved at its own expense.

10 **Limitation of Liability and Restriction of Remedies.**

- 10.1 TYPES OF DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCLUDING CLAIMS ARISING OUT OF OR RELATING TO THE BREACH OF AN CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL AECOM OR ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTANTIVES, AND AGENTS ("AECOM COVERED PARTIES") BE LIABLE TO CLIENT, WHETHER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND CLIENT HEREBY RELEASES AECOM FROM ANY SUCH LIABILITY.
- 10.2 LIMITATION OF LIABILITY. THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO RESTRICT CLIENT'S REMEDIES UNDER THIS AGREEMENT AGAINST THE AECOM COVERED PARTIES, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES FOR ALL CLAIMS ARISING OUT OF THE COLLECTIVE USE OF THE SERVICES BY CLIENT SHALL NOT EXCEED THE GREATER OF TEN THOUSAND DOLLARS (\$10,000) OR THE ACTUAL FEES PAID TO AECOM FOR THE SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE THE CLAIM AROSE. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT OR CLIENT'S USE OF THE SERVICES WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.
- 10.3 EXCLUDED CLAIMS. WITHOUT LIMITING THE GENERALITY OF SECTIONS 10.1 AND 10.2, IN NO EVENT WILL AECOM HAVE ANY LIABILITY OR OBLIGATION, INCLUDING FOR ANY INDEMNIFICATION, DEFENSE, LOSSES OR SETTLEMENTS UNDER ARTICLE 9 WITH RESPECT TO THAT PORTION OF A CLAIM OR ANY ACT OR OMISSION, FOR WHICH AECOM IS NOT

DIRECTLY RESPONSIBLE.

11 General.

- 11.1 Notice to United States Government End Users. If Client is the U.S. Government or if Client is a contractor or subcontractor (at any tier) of the U.S. Government and are accessing the Services for use by the U.S. Government or in connection with any contract or other transaction with the U.S. Government, Client acknowledge that by using the Services and all associated software and technology of AECOM qualify as commercial computer software and that any associated documentation qualifies as commercial computer software documentation within the meaning of the applicable acquisition regulations. The terms and conditions of this Agreement are fully applicable to the Government's use of the Services and associated software and documentation, and shall supersede any conflicting terms or conditions, unless otherwise prohibited by federal law or regulation.
- 11.2 Compliance with Law. Client represents and warrants that: (a) Client is not located in, domiciled in, a resident of, controlled by the government of, or organized under the laws of a country or region that is subject to a U.S. Government embargo; and (b) Client is not on or, directly or indirectly, owned, in whole or part, by any person or persons on the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons or any other U.S. government list of parties with respect to which transactions are forbidden or restricted. Client shall not export, re-export, import, or transfer any good, service, or other item that Client received from AECOM or Client's right to access the Services in violation of U.S. law or in any manner that is forbidden for U.S. citizens, including, without limitation, transfer to a country or region that is subject to a U.S. government embargo, and Client shall not assist or facilitate others in doing any of the foregoing. Client acknowledge that it is Client's responsibility to comply with any and all applicable export and import and economic sanctions laws.
- 11.3 Force Majeure. Neither Party shall be responsible for a delay or disruption in, or inability to provide its respective performance under this Agreement, other than a delay in payment, if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming Party, including "acts of God," abnormal weather conditions or other natural catastrophes, war (whether declared or not), terrorism, sabotage, computer viruses, civil unrest, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, virus (e.g., SARS Cov-2), disease (e.g. COVID-19), plague, changes in law or regulations, quarantine, travel restrictions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events), or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing, (a "Force Majeure Event"). The Party seeking application of this provision shall notify the other Party in writing promptly upon learning of the impact of the Force Majeure Event upon the notifying Party's performance of its obligations under this Agreement. Should a Force Majeure Event substantially prevent or be reasonably likely to substantially prevent AECOM's provision of the Services for more than thirty (30) days, then AECOM shall be entitled to terminate this Agreement without breach. In case of such termination, AECOM shall refund a pro rata portion of the Fees based on the percentage of the Services that were unused.
- 11.4 Assignment. Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, without securing such prior consent: AECOM shall be entitled without additional consent to assign this Agreement, in whole or in part, to any of AECOM's Affiliates; and either Party shall have the right to assign this Agreement and the obligations hereunder to any successor of such Party by way of merger, consolidation, reorganization or in connection with the acquisition of at least a majority of the business and assets of the assigning Party relating to the Agreement. This Agreement shall be binding on, and shall inure to the benefit of, the authorized successors and assigns of the Parties. Any attempt to assign other than in accordance with this provision shall be null and void ab initio.
- 11.5 Notice.
- 11.5.1 Notice to Client. All notices, requests, claims, demands and other official communications required or permitted to be given by AECOM under this Agreement shall be effective if delivered to the email address Client provided in connection with ordering any Services, by means of a service notice within Client's

account, or via registered mail return receipt requested or an internationally recognized courier addressed to the address Client provided in connection with ordering any Services.

- 11.5.2 Notice to AECOM. All notices, requests, claims, demands and other official communications to AECOM shall be in writing and shall be to the address below, given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested.

AECOM
Attn: Legal Department
13355 Noel Road, Suite 400
Dallas, TX, 75240

Notices to AECOM shall be effective upon actual delivery to the following addresses, provided that all notices relating to a Claim must be copied to:
AMER-DCSProjectClaimNotices@aecom.com and no Claims-related notice will be effective until such copy is received by AECOM.

- 11.6 Independent Contractors. Nothing contained in this Agreement or resulting from the behavior of the Parties relating to the Services shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Client and AECOM.
- 11.7 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.
- 11.8 Waiver. Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any continuing, subsequent, or different breach, whether related to the same or a different provision.
- 11.9 Dispute Resolution. If any dispute arises under this Agreement, each Party shall submit the dispute for resolution by a level of employee or officer with decision-making authority. If the dispute cannot be resolved in thirty (30) days, either Party may pursue all available remedies at law or in equity.
- 11.10 Governing Law and Venue. This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Texas, without giving effect to any laws, rules or provisions of any other State that would cause the application of the laws rules or provisions of any jurisdiction other than the State of Texas. Any litigation, suit or other proceeding regarding the rights or obligations of the parties hereunder shall be conducted exclusively before the state and federal courts located in Dallas, Texas, and the parties specifically consent to said location and the courts therein as the exclusive venue for any such proceeding. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, the application of which is expressly excluded.
- 11.11 Amendment; Waiver. Except as otherwise provided in the introductory section of this Agreement, no amendment of any provision of this Agreement shall be effective unless set forth in a writing signed by a representative of Client and AECOM, and then only to the extent specifically set forth therein. No course of dealing on the part of either Party, nor any failure or delay by either Party with respect to exercising any of its rights, powers or privileges under this Agreement or law shall operate as a waiver of the foregoing sentence.
- 11.12 Severability. To the extent any provision of this Agreement violates any law, or is otherwise invalid or unenforceable: (i) the Parties intend and agree that the remaining terms hereof or part hereof shall constitute

their agreement with respect to the subject matter hereof and thereof and all such remaining terms, or parts thereof, shall remain in full force and effect; and (ii) the illegal, invalid or unenforceable provision shall be revised to the limited extent necessary to make that provision legal, valid and enforceable and, to the fullest extent permitted by law, consistent with Parties' original intent.

- 11.13 Client's Name and Logo. Client consents to AECOM including on its website and marketing materials Client's name and logo (if any) in lists that identify customers of the Services. Client has the right to withdraw or modify such consent in writing at any time, and AECOM shall thereafter promptly (but in no event more than thirty (30) days of AECOM's receipt of Client's consent withdrawal or modification) remove or modify (as the case may be) Client's name and logo from AECOM's website and marketing materials.
- 11.14 Headings. The headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement.
- 11.15 Preparation of Agreement. Neither Party shall be deemed to be the drafter or author of this Agreement. In the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement, or any portion hereof, against either Party as the drafter of this Agreement.
- 11.16 Entire Agreement. This Agreement contains all of the promises, representations, and understandings of the Parties, and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties. The Parties agree that no terms in any purchase order, invoice, or other document that either Party may deliver, or imposed by any governmental acquisition regulation, whether or not signed by the other Party, shall be deemed to modify, or amend the terms of this Agreement and any such additional or inconsistent terms shall automatically be deemed unacceptable to and rejected by both Parties, and, as such, null and void ab initio.

AECOM Technical Services, Inc.

Client:

Signature

Printed Name

Printed Title

Date

Signature

Printed Name

Printed Title

Date

SCHEDULE 1 – Services Plan

Plan Options

SKU	Plans	Price per License / Per Month (USD)	Main Features	Project Quantity	Authorized Users Limit		
					Admin ²	Active Users ¹	Viewers ³
PE001-ENV-HS-3	Lite / Archive	\$550	<ul style="list-style-type: none"> • Static record of completed project • Read-only mode • Print to PDF and download 	1	1	-	Unlimited
PE001-ENV-HS-1	Basic	\$1,200	As above plus: <ul style="list-style-type: none"> • Community engagement platform to create online documents, maps and surveys • Interactive ESRI ArcGIS web maps • Media suite accepts text, tables, images, video, audio, GIS files • Survey and sentiment tool 	1	1	25	Unlimited
PE001-ENV-HS-2	Pro	\$2,500	As above plus: <ul style="list-style-type: none"> • 3D model visualization • PowerBI dashboard • iFrame content • API integrations • Unlimited data storage • Templates • Private stakeholder data room 	1	1	50	Unlimited
PE001-ENV-HS-30	Lite Enterprise	\$5,000	<ul style="list-style-type: none"> • All Lite features • Additional projects \$600/month/project 	15	1	-	Unlimited
PE001-ENV-HS-10	Basic Enterprise	\$10,000	<ul style="list-style-type: none"> • All basic features • Additional projects \$600/month/project • Additional Active User: \$50/month/user 	10	1	50	Unlimited
PE001-ENV-HS-20	Pro Enterprise	\$20,000	<ul style="list-style-type: none"> • All Pro features • Additional projects \$1,200/month/project • Additional Active User: \$50/month/user 	10	1	100	Unlimited

The subscription fee will be invoiced upon activation of the PlanEngage platform. Training and content creation are not included in the subscription fees. Should Client desire either of these, they will be billed as labor under a separate agreement. AECOM reserves the right to modify prices and Plans.

User Definitions

The Authorized Users Limit consists of the total number of Authorized Users that are permitted to access the PlanEngage platform. Each Authorized User is granted a specific set of functionalities and permissions (a “Role”) within the PlanEngage platform. The total number of each Authorized Users allowed to be assigned to a Role varies based on the selected Plan. The Roles include:

¹ **Active Users**

- Limited Access User – permitted to view/edit only an assigned part of a project
- Project Editor – permitted to view/edit any section in a specific project and manage project details and configuration
- Project Owner – possesses all of the permissions as a Project Editor, and permitted to publish the project and grant Limited Access User status or Project Editor status to other Authorized Users
- Client Owner – possesses all of the permissions as a Project Owner for all the projects subscribed to by a specific client, and is permitted to create new projects under this client and grant access at the client level

² **Administrators** – possesses all of the permissions available to an Active User, plus application management tasks

³ **Viewers** – has read-only access to a specific project

Order Form

Selection (check one)	Quantity (enter quantity)	SKU	Plans	Price per License / USD Per Month	Number of Projects	Number of Users		
						Admin / Client owner	Active (Project Owner, Editor, Limited Access)	Viewers
<input type="checkbox"/>	<input type="checkbox"/>	PE001-ENV-HS-3	Lite / Archive	\$550	1	1	-	Unlimited
<input type="checkbox"/>	<input type="checkbox"/>	PE001-ENV-HS-1	Basic	\$1,200	1	1	25	Unlimited
<input type="checkbox"/>	<input type="checkbox"/>	PE001-ENV-HS-2	Pro	\$2,500	1	1	50	Unlimited
<input type="checkbox"/>	1	PE001-ENV-HS-30	Lite Enterprise	\$5,000	15	1	-	Unlimited
<input type="checkbox"/>	1	PE001-ENV-HS-10	Basic Enterprise	\$10,000	10	1	50	Unlimited
<input type="checkbox"/>	1	PE001-ENV-HS-20	Pro Enterprise	\$20,000	10	1	100	Unlimited

Form type: Order Form Extension Agreement

Additional Projects [for Enterprise only]: _____ [*\$600/month/project for Basic Enterprise*]
 [*\$1,200/month/project for Pro Enterprise*]

Additional Active Users [for Enterprise only]: _____ [*\$50/month/user*]

Services Period (initial 3 month minimum): _____ months

Total Subscription Fee Due: \$ _____
 (SKU x Quantity x License Term) + (Additional Projects x License Term) + (Additional Active Users x License Term)

Effective Date of PlanEngage access or Extension Agreement (DD/MM/YYYY): _____

AECOM Technical Services, Inc.

Client:

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

Date

Date