

iNET Enterprise Software License Agreement

IMPORTANT – This software license agreement (the “Agreement”) is a legal agreement between the Licensee (as defined in Schedule A, attached hereto) and **Parsons Transportation Group Inc.** (the “Licensor”). Licensee’s use of the Software indicates acceptance of the terms of this Agreement.

LICENSE TERMS

- GRANT OF LICENSE.** Licensor grants to Licensee the personal, non-assignable, non-transferable, non-exclusive right to use the **Intelligent Networks® (aka iNET®) Advanced Transportation Management System <VERSION>** software and all associated documentation (the “Software”), solely in object code format, solely for Licensee’s own internal business purposes and use, only on the computers and/or at the location(s) identified in Schedule A, and subject to any additional limitations, terms and conditions specified in Schedule A or Schedule B. Optional extensions of the scope of the license granted hereunder, including but not limited to those “OPTIONS” identified in Schedule A, may be made with the written agreement of Licensor and Licensee. The Agreement is effective from the “Date of Delivery” until the end of the “Term of License”, both as specified in Schedule A, or until any earlier date of termination in accordance with the terms of this Agreement. If Licensee breaches the terms of this Agreement, then without limiting any other remedies available to it, including injunction and other equitable remedies, Licensor can immediately terminate this Agreement and the license granted hereunder upon written notification to Licensee. Upon termination or expiry of this Agreement any license granted hereunder shall terminate immediately, and the Licensee shall promptly cease any and all use of the Software and shall remove the Software from the Licensee’s systems and/or premises. In this regard, Licensee shall promptly comply with all directions from Licensor regarding the removal of the Software and shall, upon request, provide written certification to Licensor confirming compliance with these obligations.
- RESTRICTIONS ON USE.** Licensee agrees that it will not: (a) copy, backup or reproduce the Software, or make or permit additional installations of the Software for any purpose (including but not limited to for training, testing, demonstration, support or integration/development); (b) merge the Software with any other software; (c) translate, adapt, vary, or modify the Software; (d) copy or reproduce the Software or any of the provided materials for any purpose; (e) assign this Agreement or transfer, loan, share, lease, rent, export, sell, grant a sublicense to any other party, assign, distribute, publish, charge, pledge, encumber, commercially exploit, or otherwise deal with the Software, or have any software written or developed that is based on or derived from the Software, unless expressly authorized by the Licensor in writing; (f) reverse engineer, decompile or disassemble the Software, or otherwise attempt to derive the source code of the Software; (g) use the Software except as authorized herein; (h) remove any proprietary notices, labels or marks from the Software; (i) permit third parties to use the Software in any way that would constitute a breach of this Agreement; (j) provide, disclose, demonstrate, or otherwise make available the Software to any third party, including but not limited to third party consultants who provide FCA services to the Licensee; and/or (k) use the Software to provide any services or training for any third party.
- OWNERSHIP AND COPYRIGHT.** The Licensor and, if applicable, its suppliers are the owners of all title, copyright and other intellectual property rights in the Software, including any title, copyright and other intellectual property rights developed, conceived or derived from or related to the Software, and all related written materials, logos, names and other support materials furnished to Licensee. Licensor reserves all rights not expressly granted to Licensee in this Agreement. The Software as may be developed or updated is protected by copyright and other intellectual property laws and treaties. The Software is licensed, not sold. No title to the intellectual property in the Software, the documentation, magnetic media or any other material provided therewith is transferred to Licensee by this Agreement.
- LIMITED WARRANTY.** Licensor warrants that the Software will perform substantially in accordance with the capabilities demonstrated and documented in the version identified above for a period of **90 days** from the Date of Delivery. Any implied warranties are limited to the duration specified above from the Date of Delivery.
- LICENSEE REMEDIES.** Licensor's entire liability and Licensee’s exclusive remedy pursuant to this Agreement and in relation to the license granted hereunder shall be, at Licensor's option and subject to applicable law, either (a) return of the price paid, if any, for the Software and termination of this Agreement, or (b) repair or replacement

of the Software that does not meet Licensor's Limited Warranty and which is returned to Licensor. The Limited Warranty described above is void if failure of the Software has resulted from accident, abuse, misapplication, abnormal use or a virus.

6. NO OTHER WARRANTIES. THE SOFTWARE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS". EXCEPT AS EXPRESSLY STATED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE. THE LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT ITS OPERATION WILL BE ERROR-FREE.
7. NO LIABILITY FOR DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY LOSS, DAMAGES, COSTS OR EXPENSES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, LICENSOR'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY LICENSEE FOR THE SOFTWARE.
8. MISCELLANEOUS. This is the entire agreement between Licensor and Licensee pertaining to Licensee's rights to use the Software and supersedes all prior or collateral oral or written representations or agreements related thereto. In the event that one or more provisions is found to be void, illegal or unenforceable, this Agreement shall not be rendered inoperable, but the remaining provisions shall continue in full force and effect. No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or other provisions, and no waiver shall be effective unless made in writing. This Agreement shall be governed by and construed in accordance with the laws of the <CUSTOMER STATE>.

SOFTWARE LICENSE AGREEMENT

SCHEDULE A

This Schedule A is incorporated into and forms an integral part of the Software License Agreement to which it is attached. Terms not otherwise defined herein shall have the meaning ascribed to them in the Software License Agreement.

SOFTWARE:

Intelligent Networks® (aka iNET®) Advanced Transportation Management System <VERSION> (aka iNET®), with the following software modules (check those that apply):

- Mapping
- System Administration (SAS)
- Video/Closed Circuit Television (CCTV)
- Dynamic Message Signs (DMS)
- Vehicle Detection System (VDS) / Congestion Monitoring
- Highway Advisory Radio (HAR)
- Automatic Vehicle Location (AVL)
- Environmental Sensor Station (ESS)
- Ramp Metering System (RMS)
- Internet of Things (IoT)
- Traffic Signal System (TSS)
- Tunnel/ SCADA (TUN)
- Winter Maintenance (SNOW)
- Weigh-In-Motion (WIM)
- Intelligent Parking (PARK)
- Safety Service Patrol (SSP)
- Computer Aided Dispatch (CAD)
- Connected and Autonomous Vehicles (CAV)
- Active Traffic Management (ATM)
- Automatic Incident Detection (AID)

- Event Management (EM)
- Decision Support System (DSS)/Response Plans
- Predictive Analytics (PRED)
- Congestion Signing/Travel Times (TT)
- Data Analytics Platform (DAP)
- Video Analytics (VA)
- Big Data/Cloud
- Intelligent Intersections
- Advanced Traveler Information System (ATIS)
- Work Zone Traffic Management (WZ)
- Toll System (TOLL)
- Mobile (MOB)
- Center-to-Center (C2C)
- Integrated Data Environment (IDA)
- Border Crossing Management (BDR)
- Asset Management Systems (AMS)
- Sidekick (SAS Add-On)
- Intelligent Intersections (ATSPM)
- Signal Priority (SIGP)
- Intelligent Responsive (IR)
- Traffic Anomaly Detection

DATE OF DELIVERY: **TBD**

TERM OF LICENSE: **Perpetual Use**

RENEWAL OPTION: **Unlimited while version is supported under Long Term Support (LTS)**

LICENSEE: **<CUSTOMER NAME>**

AUTHORIZED COMPUTERS OR USERS/ **Licensee may use iNET® on any workstations.**
iNET® may be used by any Licensee employee or any other authorized users within the <CUSTOMER STATE>

LOCATION(S)/GEOGRAPHIC
SCOPE:

ADDITIONAL LIMITATIONS:

Licensee may use the Software only for its own purposes and not for any commercial purposes.

Except as expressly agreed by the parties in writing, the Licensor shall have no obligation to install, configure, implement, upgrade, update, bug-fix, cyber scan, cyber remediate, provide support or maintenance services, or provide assistance, training or consultancy services in relation to the Software.

The Software is only supported on approved server/desktop/laptop/cloud hardware, services, operating systems, database management systems (DBMS), web browsers, and development language versions with Parsons-approved specifications and configurations.

OPTIONS (SCOPE
EXTENSIONS):

TBD

Specific terms and conditions, including associated fees, must be agreed upon in advance and in writing between Licensor and Licensee prior to activation of any option.

SOFTWARE LICENSE AGREEMENT

SCHEDULE B

ADDITIONAL TERMS AND CONDITIONS

This Schedule B is incorporated into and forms an integral part of the Software License Agreement to which it is attached. Terms not otherwise defined herein shall have the meaning ascribed to them in the Software License Agreement (including Schedule A).

1. **LICENSEE OBLIGATIONS:** The Licensee shall at all times: (a) effect and maintain adequate security measures to safeguard the Software from unauthorized access, use, and disclosure; (b) supervise and control access to and use of the Software in accordance with the terms of the Agreement; (c) provide the Licensor from time to time on request with contact details for the person responsible for supervising and controlling such access and use; (d) provide the Licensor from time to time on request, though at least annually, with written validation confirming that the number of active users, seats, devices or other quantifiable licensed unit of measurement does not exceed the number granted as part of purchased licenses; (e) ensure that the Licensor is given timely access (including appropriate certification) to Licensee's premises and systems for the purposes of Licensor fulfilling its obligations under the Agreement and to otherwise confirm Licensee's compliance with the terms and conditions of the agreement; and (f) ensure that the Software is at all times clearly labelled as the property of the Licensor.

2. **DATA:** In relation to all information that is collected, generated, derived, processed or transmitted by or through the use of the Software (the "Data"), the Licensee grants the Licensor a perpetual, irrevocable, non-exclusive, worldwide, royalty-free right and license (i) to access, retain, use, copy, reproduce, distribute, market, monetize, display, publish, prepare derivative works of and modify (collectively "Use") the Data for any purpose; (ii) to provide the Data to third parties for Use on Licensor's behalf; and (iii) to license the Data to third parties for any purpose.

3. **LICENSE FEE.** The Licensee shall pay to the Licensor a license fee, as follows:

Initial iNET License Fee: **<LICENSE FEE UPFRONT>**

4. **CONFIDENTIALITY OBLIGATIONS.** The Software, and all information, data, source code, drawings, designs, specifications, documentation, and other items (in any form whatsoever) which the Licensor may (directly or indirectly) disclose or otherwise make available to the Licensee in relation to the Agreement shall constitute "Confidential Information".

(a) All Confidential Information is the property of the Licensor. Notwithstanding the termination of the Agreement, at all times the Licensee shall: (a) maintain all Confidential Information securely and in the strictest confidence and shall respect the Licensor's rights therein; (b) not disclose or otherwise make available any Confidential Information to any third party; and (c) not use any Confidential Information for any purpose, except for the use of the Software in accordance with the Terms.

(b) The Licensee shall ensure that all of its employees, contractors and other representatives who have access to any Confidential Information shall have entered into written undertakings of confidentiality and non-use which are at least as restrictive as those specified herein.

(c) Upon any termination of the Agreement for any reason, the Licensee shall: (a) return to the Licensor any documents and other materials that contain any Confidential Information including all copies made, except for one (1) copy as may be necessary to be retained for the purpose of compliance with any continuing obligations under the Agreement; and (b) make no further use, copy, or disclosure of any Confidential Information.

5. ACKNOWLEDGEMENTS AND DISCLAIMERS:

(a) The Licensee acknowledges and agrees that software in general is not error-free and agrees that the existence of any errors in the Software shall not constitute a breach of the Agreement by the Licensor.

(b) For greater certainty, the Licensor shall have no obligations in relation to the Software in the following circumstances: (a) following willful damage to the Software or negligence in its use; (b) where the Software has not been used, maintained, and/or stored in accordance with any instructions or recommendations given by the Licensor or in accordance with the terms of the Agreement; (c) where a problem arises from software not supplied by the Licensor; (d) where the Software is used other than in the correct configuration; and/or (e) following any unauthorized use of or modification to the Software.

(c) The Licensor does not warrant that the Software shall be free from any viruses or bugs. The Licensee is responsible to conduct appropriate virus scanning of the Software prior to installation and use.

(d) Where a defect in the Software is found upon investigation not to be the Licensor's responsibility, the Licensor reserves the right to charge the Licensee on a time and materials basis at the Licensor's then current rates for all time, costs, and expenses incurred by the Licensor in consequence of such investigation.

(e) The Licensee shall fully indemnify and hold harmless the Licensor from and against any and all losses, damages, claims, demands, liabilities, costs, and expenses of any nature whatsoever that may be asserted against or suffered by the Licensor and which relate to: (a) any use by the Licensee of the Software; and/or (b) the development, manufacture, use, supply, or any other dealing in any products or services that were generated from the use of the Software, including any claims based on product liability laws.

(f) In the event of any termination of the Agreement for any reason, any instalments of the license fee due to be paid up to the date of termination shall immediately become due and payable by the Licensee, and the Licensor shall be under no obligation to reimburse any part of the license fee.

(g) Nothing in the Agreement shall create, evidence, or imply any agency, or any form of partnership or joint venture between the parties. Neither party shall act or describe itself as the agent of the other, nor shall it make or represent that it has authority to make any commitments on the other's behalf.

(h) The Licensee, on behalf of itself and its affiliates and subsidiaries, shall comply with all applicable laws and regulations controlling the export and re-export of any commodities, software, technology, or information which are provided under the Agreement, even if the Software is incorporated into other products not produced by the Licensor.