

Pennsylvania e-SAFETY

TERMS OF USE

ONLY LICENSEE'S ACCEPTANCE OF THE TERMS OF USE GRANTS LICENSEE PERMISSION TO USE THIS SITE OR THE DATA DESCRIBED BELOW. THESE ACTIONS ARE PROHIBITED BY LAW IF LICENSEE DOES NOT ACCEPT THIS AGREEMENT. LICENSEE IS REQUIRED TO OBTAIN AN ACCESS CODE TO THE SITE AND DATA FROM LICENSOR. THIS AGREEMENT WILL REMAIN POSTED ON THE SITE AND IT IS THE LICENSEE'S DUTY TO MONITOR CHANGES TO THE AGREEMENT. CONTINUED USE OF THE SITE INDICATES ACCEPTANCE OF ALL CURRENT TERMS OF AGREEMENT.

Parsons ("Parsons") is the Licensor.

User: Licensee in the following designated groups: Participating e-SAFETY inspection facility owners, inspectors and employees including their designees, PennDOT users and Parsons employees with access codes provided by Parsons. ("User")

Purpose of the License: Access e-SAFETY application and other related information provided by Parsons on the website, (the "Data").

Site: Parsons' proprietary web based e-SAFETY is located at <https://www.penndotesafety.pa.gov>. ("Site")

1. Grant of License

Parsons grants to the User a nonexclusive, nontransferable, limited license to access the Site and Data. This limited license may be modified by Parsons at any time. The User may use the Data and other information on the Site solely for internal purposes during the regular course of its motor vehicle compliance services. This License includes the right to download and temporarily store static content necessary for the continuing business process. The User may also create printouts of Data for internal use and for distribution to third parties, such as PennDOT, for internal compliance purposes without further distribution, unless required by law.

2. Storage and Transfer

The User may save static content for lawful analysis of Data and continuation of program involvement during the normal course of business. The User may not copy, download, store, publish, transmit, transfer, sell or otherwise use the Data or any portion of the Data, in any form or by any means, except as expressly permitted by this Agreement. Data shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement or as quoted in the User's work product. The User shall not sell, license or distribute the Data (including printouts or Data downloaded to a storage device) to third parties or use the Data as a component of or as a basis for any material offered for sale, license or distribution.

3. Site Access and Monitoring

A. *Secure Individual Access.* Only the User may access the Data by means of access codes provided by Parsons under this Agreement. The User will be issued secure login credentials and it is the sole responsibility of the User to ensure the confidentiality of those credentials. It is the responsibility of the User to notify Parsons if these credentials have been compromised by unauthorized users. It is unlawful to share individual secure login credentials with other Users or to use credentials issued to anyone but the User to enter the Site. User is prohibited from attempting to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any Parsons server, or to any of the services offered on or through the Site, by hacking, password "mining" or any other illegitimate means. The User will not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal the User sends to Parsons on or through the Site or any service offered on or through the Site. Users may not engage in any activity that will mislead the Site or Parsons into granting access on the belief that the User is, or that the User represents, another User. The User may not impersonate any other individual or entity. Upon termination of this Agreement by either party, the User's access will be terminated.

B. *Monitoring.* User is prohibited from using any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Data, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Data, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. User is prohibited from activities designed to probe, scan or test the vulnerability of the Site or any network connected to the Site, or to breach the security or authentication measures on the Site or any network connected to the Site. User is prohibited from attempting activities such as reverse look-up, trace or seek to trace any information on any other user of the Site, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information as provided for by the Site.

The User is prohibited from knowingly taking any action that may or will impose an unreasonable or disproportionately large load on the infrastructure of the Site or Parsons' systems or networks, or any systems or networks connected to the Site or to Parsons. The User agrees not to use any device, site or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person's use of the Site.

The User agrees to refrain from using the Site or any Data or content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Parsons or others.

4. Protection of Site and Data

A. *Proprietary Notices.* The User agrees to respect and not to remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Site or the Data, and to reproduce and include same on each copy of the Data.

B. *No Reverse Engineering.* The User agrees not to modify, reverse engineer, disassemble, or decompile the Site, or any portion thereof.

5. Confidentiality

A. *Acknowledgement.* The User hereby acknowledges and agrees that the Site including by definition, any related documentation, and the Data, constitute and contain valuable proprietary products and trade secrets of Parsons embodying confidential information, ideas, and expressions. Accordingly, The User agrees to treat the Site and Data as confidential in accordance with the confidentiality requirements and conditions set forth below.

B. *Maintenance of Confidential Information.* The User agrees to keep confidential all confidential information disclosed to it by Parsons in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that the User shall not have any such obligation with respect to use of disclosure to others not parties to this Agreement of such confidential information as can be established to: (1) have been known publicly; (2) have been known generally in the industry before communication by the disclosing party to the recipient; (3) have become known publicly, without fault on the part of the User, subsequent to disclosure by Parsons; (4) have been known otherwise by the User before communication by Parsons; or (5) have been received by the User without any obligation of confidentiality from a source (other than Parsons) lawfully having possession of such information.

C. *Injunctive Relief.* The User acknowledges that the unauthorized use, transfer or disclosure of the Site or Data will: (1) substantially diminish the value to Parsons of the trade secrets and other proprietary interests that are the subject of this Agreement; (2) render Parsons' remedy at law for such unauthorized use, disclosure or transfer inadequate; and (3) cause irreparable injury in a short period of time. If the User breaches any of its obligations with respect to the use or confidentiality of the Site, Parsons shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.

D. *Survival.* The User's obligations under this Section will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

6. Links to Other Sites

This Site may contain links to other independent third-party Web sites ("Linked Sites"). These Linked Sites are provided to the User solely as a convenience. Such Linked Sites are not under Parsons' control, and Parsons is not responsible for and does not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites. User's interaction with these Linked Sites is at the User's sole discretion.

7. Reservation of Rights

Except for the License granted in this Agreement, all right, title and interest in the Site and Data, in all languages, formats and media throughout the world, including all copyrights, are the exclusive property of Parsons.

8. Disclaimer of Warranties and Limitation of Liability

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE SITE AND DATA ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND CURRENTNESS. PARSONS HAS THE RIGHT TO REGULARLY MAKE CHANGES TO THE SITE CONTENT WITHOUT NOTICE TO THE USERS. THE USER'S EXCLUSIVE REMEDY AND PARSONS' ENTIRE LIABILITY UNDER THIS AGREEMENT FOR ANY CLAIM FOR DAMAGES RELATING TO THE SITE OR DATA, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF CHARGES PAID BY THE USER RELATIVE TO THE ACCESSING OF THE DATA WHICH IS THE BASIS OF THE CLAIM DURING THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT SHALL PARSONS BE LIABLE TO USER FOR ANY CLAIM RELATING IN ANY WAY TO (I) USER'S INABILITY OR FAILURE TO PERFORM RESEARCH OR RELATED WORK OR TO PERFORM THAT WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY PARSONS OR ITS AGENTS OR EMPLOYEES, OR ANY DECISION MADE OR ACTION TAKEN BY USER IN RELIANCE UPON THE DATA; (II) ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO USER'S RIGHTS OR USE OF, OR INABILITY TO USE THE DATA OR ACCESS THE SITE, EVEN IF PARSONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (III) THE PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING OR DELIVERING OF DATA. FURTHER, PARSONS SHALL HAVE NO LIABILITY FOR ANY CLAIM RELATING IN ANY WAY TO ANY THIRD PARTY FEATURE.

9. Privacy

Parsons collects personal information specific to the User during User registration. Parsons respects the User's right to privacy and has put in place appropriate physical, electronic and management procedures to protect Data security, and to prevent unauthorized access to the Site and Data, and User information. Parsons is committed to protecting the privacy and personal data it receives in compliance with all relevant data protection and privacy laws. Access to personal data is limited to those individuals who must access such information to perform their duties and/or to provide services, and all such individuals are prohibited from making any unauthorized or unlawful disclosure. This information is maintained and disposed of in strict accordance with our information security and record retention standards.

The User's acceptance of this agreement and use of the License indicates your permission to gather the personal information for business purposes.

Parsons reserves the right to modify its Privacy Policy at any time without prior notice. The User is responsible for regularly reviewing these terms and conditions. Continued use of the Site and Data following any such changes shall constitute the User's acceptance of such changes.

10. Title

All title, ownership rights and intellectual property rights in and to the Site and any and all copies thereof (including but not limited to any titles, computer code, trademarks, logos, themes, skins, objects, characters, dialog, icons, methods of operation, any related documentation, incorporated into this Site) are owned by Parsons. This Site is protected by the copyright laws of the United States.

11. Limitation of Action

No action based upon such claim may be brought under this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

12. Termination

Parsons reserves the right to terminate User access to the Site upon violation of the terms of use (Section 13, below), including but not limited to User's access to the Site and Data for illegal and/or fraudulent activities, associated with or outside the normal course of business.

Either party may terminate this Agreement at any time. Notice may be provided by electronic mail. Upon any termination of this Agreement, the licenses hereunder and access to the Site and Data shall also terminate.

13. Violation of These Terms of Use

Parsons may disclose any information we have about a User (including the User's identity) if it is determined that such disclosure is necessary in connection with any investigation or complaint regarding a User's access to or use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Parsons' rights or property, or the rights or property of Users of the Site. Parsons reserves the right at all times to disclose any information that Parsons deems necessary to comply with any applicable law, regulation, legal process or governmental request. Parsons also may disclose User information when Parsons determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

The User acknowledges and agrees that Parsons may preserve any transmittal or communication by the User with Parsons through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or Parsons determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of Parsons, its employees, users of the Site, and the public.

User agrees that Parsons may, in its sole discretion and without prior notice, terminate User access to the Site and/or block User future access to the Site if Parsons determines that User has violated these Terms of Use or other agreements or guidelines which may be associated with User's use of the Site. User also agrees that any violation by User of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to Parsons, for which monetary damages would be inadequate, and User consent to Parsons obtaining any injunctive or equitable relief that Parsons deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Parsons may have at law or in equity.

User agrees that Parsons may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Site or any service offered on or through the Site, or (4) unexpected technical issues or problems.

If Parsons does take any legal action against a User as a result of User's violation of these Terms of Use, Parsons will be entitled to recover from the User, and the User agrees to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Parsons. The User agrees that Parsons will not be liable to the User or to any third party for termination of the User's access to the Site as a result of any violation of these Terms of Use.

14. Force Majeure

Neither party shall be liable to the other for any loss or delay, except the obligation to make payment hereunder, resulting from any force majeure event, including acts of God, fire, natural disaster, terrorism, labor stoppage, war or military hostilities.

15. Notices

Any notice required to be given pursuant to this Agreement may be sent electronically.

16. Jurisdiction and Disputes.

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law provisions. All disputes hereunder shall be resolved in the applicable courts of the Commonwealth of Pennsylvania. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

17. Agreement Binding on Successors

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors and assigns.

18. Waiver

No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

19. Severability

If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

20. Assignability

The license granted hereunder is personal to User and may not be assigned by any act of User or by operation of law unless in connection with a transfer of substantially all the assets of the User or with the consent of Parsons.

21. Integration

This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. Parsons may modify the terms hereof at any time.

22. Order of Precedence

This Agreement is subject to the Contract entered into April 8, 2012 by and between the Commonwealth of Pennsylvania through the Department of Transportation ("PennDOT") and Parsons, (hereinafter "Contract") and said Contract shall govern and take precedence over the terms and conditions of this Agreement.