**PIPEINSIGHTS SOFTWARE LICENSE AGREEMENT**

This Software License Agreement (the “**Agreement**”) constitutes a binding agreement between [INSERT CLIENT ENTITY], (hereinafter, “**Licensee**”) and [INSERT AECOM ENTITY], (hereinafter, “**AECOM**”) and sets forth the terms and conditions under which the PipeInsightsTM application and other related Services may be accessed. The effective date (the “**Effective Date**”) of this Agreement is the \_\_\_ day of \_\_\_\_\_\_, 20\_\_, provided, however, that if the foregoing date information is incomplete, then the Effective Date shall correspond with the date of execution of the last-executing Party.

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

# **Definitions.**  As used in this Agreement, each of the following terms shall have the specified meanings:

## “**AECOM Property**” means any and all of: (a) PipeInsights; (b) Documentation; (c) AECOM Confidential Information; (d) Usage Information; and (e) all Intellectual Property Rights in any of the foregoing.

## “**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 50% 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.

## “**Authorized User**” means any person that is a member of the Licensee’s organization or a Guest User of the Licensee and, as to either of the foregoing, who has been assigned a unique username-password combination by AECOM and authorized by AECOM to access and use the Services pursuant to this Agreement and subject to their strict compliance with this Agreement.

## “**Business Contact Information**” means any business-related contact information of You, including Your name, business title, company/organization name, business email, business phone number, and business address.

## “**Claim**” means any action, class action, assertion, allegation, claim, demand, grievance, investigation, lawsuit, arbitration, or other legal proceeding.

## “**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 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.  Your 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).

## “**Damages**” means any direct or indirect injury, cost, expense (including attorney fees), fine, penalty, damage, compensation, liability, settlement, payment, loss, and/or judgment.

## **“Documentation”** means any materials made available to You relating to PipeInsights, 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.

## “**Fees**” means the fees charged by AECOM to You for the Services pursuant to this Agreement, including the cost of any subsequently purchased Tokens.

## **“Guest User”** means an individual or entity that, Pursuant to Section 3.2, You have requested, and AECOM has provided limited access to view and export User Content and Output.

## “**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.

## “**Output**” means any and all data, analysis, conclusions, reports, summaries, suggestions, or recommendations, whether explicit or implicit, that is communicated directly or indirectly to You or an Authorized User via PipeInsights and/or Your or an Authorized User’s use thereof.

## “**Parties**” means AECOM and You, collectively.

## “**Party**” means AECOM and/or You, as the case may be.

## “**PipeInsights**” means AECOM’s proprietary, cloud-based application for the management of closed-circuit television sewer inspections and programs, and which may include such features as: (i) allowing You and/or Authorized Users to upload, store, geolocate, label and stream User Content, including sewer inspection videos; (ii) allowing You and/or Authorized Users to engage the machine learning capabilities to analyze User Content; and (iii) generating reports based upon said analysis of the sewer inspections. PipeInsights includes all associated object code, source code, algorithms, architecture, menus, and menu structure, and any Upgrades to any of the foregoing.

## “**Plan**” means the combination of PipeInsights features, seats, storage, usage volumes, and other related features and functions that are available to You and the Authorized Users based on Your selection thereof and Your payment of the Fees therefor pursuant to this Agreement.

## “**Services**” means:  AECOM’s provision of (a) PipeInsights; (b) 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 PipeInsights; (d) the Documentation; and/or (e) any other services performed by or on behalf of AECOM under this Agreement.

## “**Service Period**” means the period of time during which the Services are available to You pursuant to this Agreement.

## **“Token”** a unit of consumption assigned to any license Plan that enables an Authorized User to use specific features of the Services defined in the Plan.

## “**Upgrades**” means any upgrades, updates, revisions, corrections, modifications, improvements, bug fixes, patches, maintenance releases, later versions, and enhancements to PipeInsights or the Services that AECOM makes generally available to its customers, excluding any trial, test, or beta versions thereof.

## “**Usage Information**” means statistical and aggregated information that relates to the use, performance, and operation of the Services.

## “**User Content**” means any videos or images of sewer lines and any other data, labels, text, graphics, GIS data, images, video clips, audio recordings, or other content or information that You, those acting (directly or indirectly) on Your behalf, and/or the Authorized Users, upload into PipeInsights or otherwise make available to AECOM in connection with the Services, provided that User Content shall not include any Usage Information.

## “**You”** means: (i) when made with reference to an entity requiring contractual privity with AECOM, Licensee; and (ii) otherwise, individually and collectively, and to the greatest extent legally possible: Licensee, Licensee’s Affiliate’s, each of Licensee’s and Licensee’s Affiliates’ respective directors, officers, employees, representatives, consultants, contractors and agents, and Authorized Users.

## “**Your Property**” means: (a) User Content; and (b) Your Confidential Information.

# **Licenses.**

## Licenses Granted to You.Subject to Your 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 You a non-exclusive, non-sublicensable, non-transferable, revocable license:  (a) during Your Service Period, to access and use the Services as permitted by the Plan; and (b) on a perpetual basis, to use any Output that You download from PipeInsights during the Services Period or that AECOM otherwise makes available to You in connection with the Services.  You may permit the Authorized Users to exercise the foregoing rights, provided that You shall ensure that all Authorized Users comply with this Agreement, and You will be liable for, and (to the greatest extent permitted by law) hereby agree to indemnify, defend, and hold harmless AECOM for any breach of this Agreement caused by any Authorized Users or any others acting on your behalf.  You may also permit a Guest User to access and use PipeInsights on Your behalf as described in Section 3.2 with respect to such users, provided that You shall ensure that all Guest Users comply with this Agreement and You hereby agree that You will be liable for, and hereby agree to indemnify, defend, and hold harmless AECOM for any breach of this Agreement caused by any of said Guest Users and Authorized Users.

## License Exclusions. Except as expressly authorized under the Agreement, neither You, nor any Authorized Users, nor any others acting on your behalf, shall do or attempt to do any of the following:  (a) reverse engineer, disassemble, reconstruct, decompile, copy, or create derivative works of PipeInsights, the Services or other AECOM Property, or use PipeInsights or Services for the purpose of creating a competing service; (b) copy, modify, transfer or distribute any portion of PipeInsights, Services or other AECOM Property; (c) rent, lease, or provide access to PipeInsights, 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 attached, 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 or Guest Users.  You 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.

## Licenses Granted to AECOM.  Subject to the terms and conditions of this Agreement, You 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 You; (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 You.  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 You as the owner of such data.

# **Services.**

## AECOM Provision of Services.  Subject to Your timely payment of Fees pursuant to this Agreement, AECOM shall host and allow You to use PipeInsights and/or other Services in accordance with this Agreement and the features provided for in the applicable Plan.

## Your Account and Authorized Users.  Upon your subscription to PipeInsights, AECOM will establish any necessary accounts for the number of Authorized Users specified by You at the time of your selection of a Plan.  For the avoidance of doubt, login credentials will be associated with named Authorized Users, and You shall not: (a) exceed the total number of Authorized Users purchased; or (b) allow Your employees or subcontractors to share account credentials to circumvent the limit on the number of Authorized Users purchased.  Authorized Users of PipeInsights will have the ability to use PipeInsights to upload User Content, review and export User Content and Output, input labels and other information regarding User Content, manage Your account, and otherwise use the functionalities described in the user documentation that AECOM makes available to You.  In addition, You may request, and at AECOM’s sole discretion AECOM may provide, a limited access to Guest Users whom You may authorize to view and export User Content and Output, provided that Guest Users will not be permitted to use other features or functionalities of PipeInsights.  You agree that You and the Authorized Users will keep account information confidential and not to share it with any third party other than Authorized Users.  You are fully responsible for all activities that occur under Your 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 Your account. The unauthorized sharing of account credentials by You or any Authorized Users shall constitute a material breach of this Agreement. In the event You desire to transfer an Authorized User login to a new employee or subcontractor, You must notify AECOM in writing at least 15 days prior to the transfer.   You must notify AECOM immediately of any upcoming or actual departure of an Authorized User from your organization and shall not allow a user to access or attempt to access Services upon termination from your organization or termination of Your access to Services. You agree to notify AECOM promptly upon becoming aware of any known or suspected unauthorized use of the Services by any person or entity.

## Ability to Download Data.  At any time during the Service Period, but only during the Service Period, as the PipeInsights functionality permits, You may have the ability to download User Content and/or Output then stored in PipeInsights.  After the termination of the Service Period Your 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.

## Support, Maintenance and Upgrades.

## AECOM will use commercially reasonable efforts to keep PipeInsights 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 You 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 Your 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) Your use of the Services in a manner other than that explicitly permitted by this Agreement; (b) Your failure to utilize compatible computer and networking hardware, software, and/or firmware; and (c) Your use of corrupt, incorrect, or incompatible User Content. Notwithstanding anything else in this Agreement, the inclusion of Upgrades to PipeInsights shall be made available to You 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 PipeInsights for an additional charge that may be subscribed to by You and/or the Licensee Entity.

## Technical Support. You may open a new technical support incident (a “Technical Support Request”) by contacting AECOM at: support@PipeInsights.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

## 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
* PipeInsights 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

# **Fee and Payment Terms.**

## Payment and Access.  Your access to the Services provided pursuant to this Agreement is contingent on AECOM’s timely receipt of payment of the Fees from the Licensee pursuant to this Agreement.  If You do not remit payment at the time of Your selection of the Plan and instead receive an invoice from AECOM, You agree to pay each invoice in accordance with the payment schedule set forth the Plan.  In the event of early termination of this Agreement, You will pay for any Fees then accrued and payable for Services performed through the effective date of termination.  Except as otherwise expressly provided in this Agreement, all Fees are non-refundable.  Except as otherwise provided in this Agreement, all amounts billed to You shall be expressed in, and You shall make all payments in, United States dollars.  You shall pay all amounts due 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 You against any money then due to AECOM to satisfy any debt by You under this Agreement or for any other debt or liability by You.  The Parties each agree to use good faith efforts to resolve any disputed invoiced amounts or charges. In addition to any other remedies available to AECOM, including any remedies set forth in this Agreement, in the event of any breach of the License Agreement by You.

## Taxes.  You 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.

## 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 You fail to pay any invoiced amounts when due:  (a) AECOM will have the right to immediately suspend or block Your access to the Services until full payment of such amounts is received; and (b) You shall pay a late charge equal to the lesser of 2% per calendar month assessed on the first day of each such calendar month, or the maximum amount permitted under applicable law, on any past due balance, and such charge shall accrue beginning on the day after such amount is due.

## Use of Tokens. Your selection of a Plan will entitle You to the associated quantity of Tokens for the use of features associated with Your Plan. Tokens are consumed on a per-Authorized User basis when an Authorized User begins to use a feature of the Services that is available to You via Your selected Plan. If You do not have sufficient Tokens in Your account to permit a specific use, AECOM may, at its sole discretion, permit an overdraft of Tokens, which overdraft must be repaid by the earlier of: (i) thirty (30) days after Your receipt of an invoice for the overdraft; or (ii) Your purchase of additional Tokens. Tokens do not expire; however, the use of a Token by an Authorized User requires a current license of a valid Plan. Tokens are added to Your account upon your execution of this Agreement, selection of a Plan, and payment of the associated Fee. Thereafter, You may purchase additional Tokens at any time and they will be added to your account once You have paid the associated Fee for the additional Tokens. Tokens may not be traded, assigned, conveyed, exchanged, sold, or resold.

# **Term and Termination.**

## Term.  Unless earlier terminated in accordance with this Agreement, this Agreement shall continue in full force and effect for the Service Period.

## 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: (a) AECOM reasonably believes You have or imminently will violate Section 2.2; or (b) You fail to pay any amount owed under this Agreement within ten (10) days after the due date.

## Effect.  Upon the expiration or termination of this Agreement for any reason: (a) You 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 You; and (c) You shall, within thirty (30) days of expiration or termination, pay to AECOM all outstanding accrued and payable amounts owed by You to AECOM under this Agreement.  Neither Party will be liable for exercising any termination right in accordance with this Agreement.

## Survival.  The following provisions shall survive expiration and/or termination of this Agreement: Article 1, Section 2.2, Section 2.3, Article 4, Article 5, 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 rights, remedies or claims, whether for damages, injunctive relief, or otherwise, which a Party may have hereunder at law, in equity or otherwise or which may arise out of or in connection with such termination.

# **Proprietary Rights.**

## AECOM Property.  You hereby acknowledge and agree that all rights, 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, estopple, or otherwise.

## Use of Usage Information.  You acknowledge and agree that AECOM owns the Usage Information and will have the right to use such data for any purpose, including without limitation, product development, conducting sales and marketing to You 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/or de-identified.

## Third-Party Property.  In its provision of the Services, AECOM may, at its discretion, use the content of certain third-party licensors, including but not limited to the National Association of Sewer Service Companies (NASSCO). All such content remains the property of the applicable third-party licensor.

## Your Property.  Except for the limited license granted herein, all right, title, and interest in and to any of Your Property, including without limitation any Intellectual Property Rights therein, are and will remain the exclusive property of You.

## Responsibility for User Content.  You are responsible for all of the User Content, including for the accuracy, legality, and integrity of such content, and You shall obtain in advance all consents, approvals, licenses, and permissions necessary to upload User Content to PipeInsights and permit AECOM’s provision of the Services pursuant to this Agreement.  You will not upload to PipeInsights, 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.  YOU WILL NOT CAUSE TO BE UPLOADED TO THE SERVICES ANY CONTENT FOR WHICH YOU DO NOT HAVE ALL SUCH NECESSARY OWNERSHIP RIGHTS AND/OR LICENSES, CONSENTS OR PERMISSIONS AND, TO THE GREATEST EXTENT PERMITTED BY LAW, YOU HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS AECOM FOR ANY CLAIMS OR DAMAGES RESULTING FROM YOUR ACTUAL OR ALLEGED BREACH OF THIS SECTION 6.5.

## Feedback. AECOM welcomes and encourages You to provide feedback, comments, and suggestions for improvements, fixes, and other changes to PipeInsights and the Services (collectively, “**Feedback**”). Such Feedback may be used by AECOM to improve PipeInsights and/or the Services. You agree that AECOM has the right, but not the obligation, to use such Feedback without any obligation to provide You 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 You hereby assign any and all such rights that You have or may have in Feedback submitted by You to AECOM.

# **Confidentiality, Privacy, Security.**

## Confidentiality. You and AECOM hereby acknowledge and agree that during the Term 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 Party (and in such instance be referred to as the “**Disclosing Entity**” for purposes of this Article 7). You and AECOM hereby agree:  (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 for the Receiving Party to fulfill all obligations 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 fulfill 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.

## Privacy. The Parties shall each comply with all applicable privacy laws and regulations relating to the protection of personal data.  You hereby consent to AECOM’s use of Your personal data obtained from third-party sources for the purpose of providing the Services to You.  In addition, You hereby consent to AECOM’s use of any Business Contact Information that You provide to AECOM:  (i) for the purpose of providing the Services to You; 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.

## 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, You hereby waive and release and agree 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.

# **Representations And Warranties.**

## Representations and Warranties.  Each Party represents and warrants as of the Effective Date of this Agreement and at all times throughout the Term:  (a) it has the full corporate 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 and delivered, 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.  You further represent and warrant to AECOM throughout the Term that: (i) You have all consents, approvals, licenses, and permissions necessary for You to perform all of Your obligations under this Agreement, to provide User Content to the Services, and to grant the licenses You have 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.

## Acknowledgment and Release.  AECOM strongly recommends that all users of PipeInsights and anyone reviewing, analyzing, or interpreting any Output be appropriately trained and experienced in sewer system operations, construction, design, and/or repair and (where applicable) possess the most current certifications and licenses recognized by such person’s locality, including (where applicable) certification by the National Association of Sewer Service Companies. ANY INDIVIDUAL NOT POSSESSING SUCH CREDENTIALS IS PROCEEDING AT HIS OR HER OWN RISK, AND AECOM SPECIFICALLY DISCLAIMS, AND TO THE GREATEST EXTENT PERMITTED BY LAW, YOU HEREBY WAIVE AND RELEASE AECOM FROM ALL DAMAGES ARISING OUT OF OR RELATING TO THE USE OF PIPEINSIGHTS AND ANY OUTPUT BY SUCH INDIVIDUAL.

## 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 YOUR 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 AND SPECIFICALLY DISCLAIMS ALL DAMAGES ARISING OUT OF OR RELATING TO YOUR USE OF, RELIANCE UPON, AND/OR ACTION OR INACTION BY YOU IN RESPONSE TO THE OUTPUT.

# **Indemnification.**

## AECOM Indemnification.  Subject to the provisions of Article 10, AECOM, at its own expense, will indemnify, defend and hold harmless You, Your Affiliates and their respective directors, officers, employees, representatives and agents (collectively, the “**Your Indemnitees**”) from and against any Claim, including but not limited to any Damages arising therefrom, brought by any third party against any of Your Indemnitees to the proportional extent that such Claim arises out of:  (a) any third-party allegation that the Services (excluding any of User Content hosted therein), when used by You 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 your willful infringement or the combination by You 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.

## 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 You 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 to You the pro-rata amount of any unused Fees prepaid by You .  YOU AGREE, AS A MATERIAL TERM OF THE AGREEMENT, THAT SECTION 9.1 AND THIS SECTION 9.2 SET FORTH YOUR 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 YOU EXCEPT AS PROVIDED IN THESE SECTIONS.

## Your Indemnification.  You, at Your 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) the conduct of Your business; (b) User Content; (c) any breach or purported breach of this Agreement by You or those acting on Your behalf; (d) Your use of, reliance upon, and any action or inaction by You in response to the Output; or (e) the fraud, gross negligence or willful misconduct of You, Authorized Users or Your employees or subcontractors.

## Indemnification Procedures.  The obligations of each Party (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.

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

## TYPES OF DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW,IN NO EVENT SHALL AECOM OR ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTANTIVES, AND AGENTS (“**AECOM COVERED PARTIES**”) BE LIABLE TO YOU, 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 YOU HEREBY RELEASE AECOM FROM ANY SUCH LIABILITY.

## 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, YOU AGREE TO RESTRICT YOUR REMEDIES UNDER THIS AGREEMENT AGAINST THE AECOM COVERED PARTIES, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES 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 CAUSE OF ACTION AROSE. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL CLAIMS AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT 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.

## 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 ANY OF THE FOLLOWING: (I) THE PROPORTIONAL EXTENT OF ANY FAULT BY YOU OR A THIRD PARTY; OR (II) ANY ACT OR OMISSION, FOR WHICH AECOM IS NOT DIRECTLY RESPONSIBLE.

# **General.**

## Notice to United States Government End Users. If You are the U.S. Government or if You are 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, You acknowledge that 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.

## Compliance with Law. You represent and warrant that:  (a) You are 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) You are 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.  You shall not export, re-export, import, or transfer any good, service, or other item that You received from AECOM or Your 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 You shall not assist or facilitate others in doing any of the foregoing.  You acknowledge that it is Your responsibility to comply with any and all applicable export and import and economic sanctions laws.

## 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 to Licensee a pro rata portion of the Fees based on the percentage of the Services that were unused by the Licensee.

## 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.

## **Notice.**

### Notice to You. 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 You provided in connection with ordering any Services, by means of a service notice within Your account, or via registered mail return receipt requested or an internationally recognized courier addressed to the address You provided in connection with ordering any Services.

### 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. 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.

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

## 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 You and AECOM.

## 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 insure solely to the benefit of the Parties and their respective successors and permitted assigns.

## 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.

## 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.

## 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.

## 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 You 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.

## 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.

## Your Name and Logo. AECOM will have the right to include, on its website and sales collateral, Your name and Your logo (if any) in lists that identify customers of the Services and You hereby grant to AECOM 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 Your name and Your logo for said purpose.

## 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.

## 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.

## Entire Agreement.  This Agreement and the Plan selected 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**  |  | **Client:** |
| Signature |  | Signature |
| Printed Name |  | Printed Name |
| Printed Title |  | Printed Title |
| Date |  | Date |

**SCHEDULE 1 – Services Plan**

Plan Options

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SKU** | **Plans** | **Price per License / Per Month (USD)** | **Main Features** | **Authorized Users Limit** |
| **Admin1** | **Reviewer2**  | **Viewers3** |
| PI001-WAT-HS-3 | **Lite**  | $550  | * Geolocation (easy navigation) ​
* Easily view videos (office + field) ​
* Direct upload from contractor​
* 100 GB of video storage​
* 500 Linear feet of AI processing included​
* 500 Tokens included \*​
* Ability to purchase up to 5,000 additional tokens per month at $0.25 / Token
 | 1 | 1 | 3 |
| PI001-WAT-HS-1 | **Basic** | $2,500 | * Geolocation (easy navigation) ​
* Easily view videos (office + field) ​
* Direct upload from contractor​
* 500 GB of video​ storage​
* 20 miles of AI processing included​
* 105,600 Tokens included \*​
* Ability to purchase unlimited additional tokens at $0.185 / Token
 | 1 | 5 | 14 |
| PI001-WAT-HS-2 | **Pro**  |  $5,000  | * Geolocation (easy navigation) ​
* Easily view videos (office + field) ​
* Direct upload from contractor​
* 1 TB of video storage​
* 55 miles of AI processing included​
* 290,400 Tokens included \*​
* Ability to purchase unlimited additional tokens at $0.18 / Token
 | 2 | 5 | 18 |
| **SKU** | **Additional Token Plans** | **Price per TOKEN** | **Description of Plan** |
| PI001-WAT-TK-1 | **Lite: Additional Token** | $0.25 | Ability to purchase up to 5,000 additional tokens per month at $0.25 / Token |
| PI001-WAT-TK-2 | **Basic: Additional Token** | $0.185 | Ability to purchase unlimited additional tokens at $0.185 / Token |
| PI001-WAT-TK-3 | **Pro: Additional Token** | $0.18 | Ability to purchase unlimited additional tokens at $0.18 / Token |

The subscription fee will be invoiced upon activation of the PipeInsights application. 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.

**Token Use**

Tokens may be used to acquire additional analysis of pipe-related data uploaded to the PipeInsights application. One (1) token may be exchanged for analysis of one (1) linear foot of pipe.

**User Definitions**

The below Authorized Users limits consists of the total number of Authorized Users that are permitted to access the PipeInsights application pursuant to the selected Plan. Each Authorized User is granted a specific set of functionalities and permissions (a “Role”) within the PipeInsights 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 Administrators** – Possesses the permissions to open projects, manage users, manage project data and review inspections plus project management tasks

**2 Reviewers –** Manage project data and review inspections

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

**Schedule 1 Order Form**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Selection** (check one) | **Quantity** (enter quantity) | **SKU** | **Plans** | **Price per License / USD Per Month** | **Number of Authorized Users** |
|  |  |  |  |  | Admin / Client Owner | Reviewers | Viewers |
|[x]   | PI001-WAT-HS-3 | **Lite** / **Archive** | $550  | 1 | 1 | 3 |
|[ ]   | PI001-WAT-HS-1 | **Basic** | $2,500 | 1 | 5 | 14 |
|[ ]   | PI001-WAT-HS-2 | **Pro**  | $5,000  | 2 | 5 | 18 |
| **Selection** (check one) | **Quantity** (Enter quantity) | **SKU** | **Additional Tokens** | **Price per TOKEN** | Order limits |
|[x]   | PI001-WAT-TK-1 | Single Token for Lite Plan  | $0.25 | up to 5,000 per month  |
|[ ]   | PI001-WAT-TK-2 | Single Token for Basic Plan | $0.185 | Unlimited tokes |
|[ ]   | PI001-WAT-TK-3 | Single Token for Pro Plan | $0.18 | Unlimited tokes |

**Form type:** Order Form [ ]  Extension Agreement [ ]

**Services Period (initial 12-month minimum):** \_\_\_\_\_\_\_\_\_\_\_ *months*

**Total Subscription Fee Due:**  $\_\_\_\_\_\_\_\_\_\_\_

*(SKU x Quantity x License Term) + (Additional Tokens x Price per Token)*

**Effective Date of PipeInsights access or Extension Agreement (DD/MM/YYYY):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
| **AECOM**  |  | **Client:** |
| Signature |  | Signature |
| Printed Name |  | Printed Name |
| Printed Title |  | Printed Title |
| Date |  | Date |