# PARSONS ENVIRONMENT & INFRASTRUCTURE GROUP INC.
## SERVICES AGREEMENT

PARSONS ENVIRONMENT & INFRASTRUCTURE GROUP INC.: AGREEMENT NO._____

CLIENT: TEXAS FACILITIES COMMISSION

CLIENT'S ID. NO._____

| EFFECTIVE DATE | COMPLETION DATE | PARSONS CONTACT | CLIENT CONTACT |
|---|---|---|---|
| 2017.09.01 | 2018.08.31 | MICHAEL H. MANAGAN, AIA<br>(713) 248-1575 or (713) 871-7473 | JOHN S. RAFF PE<br>(512) 463-3567 |

COMPENSATION

- ☐ STANDARD RATE SCHEDULE
- ☐ (Attachment A)
- ☐ PAYMENT WILL NOT EXCEED $_____
- UNLESS AUTHORIZED IN WRITING BY CLIENT
- ☐ OTHER (as indicated below)
- ☒ LUMP SUM $ 36,780
- ☒ INVOICE SEMI-ANNUALLY (INSTRUCTIONS BELOW)

ITEM

DESCRIPTION OF SERVICES/SPECIAL PROVISION

IMPACT® Licensing and Database Hosting Services

THE SERVICES WILL BE PERFORMED IN ACCORDANCE WITH THE ATTACHED:
PROPOSAL LETTER DATED AUGUST 29, 2017
EXHIBIT A – SCOPE OF IMPACT® DATABASE AND HOSTING SERVICES
EXHIBIT B – IMPACT® SOFTWARE LICENSING AGREEMENT
EXHIBIT C – PARSONS STANDARD TERMS & CONDITIONS

PARSONS WILL INVOICE CLIENT SEMI-ANNUALLY FOR ONE-HALF THE TOTAL FEE FOR SERVICES FEES UPON THE COMPLETION OF EACH 6-MONTH PERIOD OF PERFORMANCE. INVOICES ARE DUE AND PAYABLE IN ACCORDANCE WITH CHAPTER 2251 OF THE TEXAS GOVERNMENT CODE.

COMPENSATION:

| | |
|---|---|
| Impact Annual Hosting and Licensing Agreement – 10 Concurrent Users | $14,500.00 |
| Disaster Recovery Testing [80 hrs. @ $185/hr (Senior IT Specialist)] | $14,800.00 |
| Additional Service Redundant Service and 96-Hour Recovery [8hrs @ $185/hr (Senior IT Specialist) per event] | $1,480.00 |
| Monthly backup of database to external secure location for client retrieval. [12 exports @ $500] | $6,000 |
| Annual Audit | No Charge |
| **Not to Exceed Total** | **$36,780.00** |

PARSONS ENVIRONMENT & INFRASTRUCTURE GROUP INC.

Michael H. Managan Date 2017.08.29

MICHAEL H. MANAGAN, SR. PROJECT MANAGER

CLIENT: TEXAS FACILITIES COMMISSION

Date 10/25/2017

Kay Molina

General Counsel

THE PARSONS STANDARD TERMS AND CONDITIONS ATTACHED HERETO ARE APPLICABLE TO THIS AGREEMENT

Dir. ____
D.E.D. ____

# EXHIBIT A
# SCOPE OF IMPACT® LICENSING AND DATABASE HOSTING SERVICES

1) **Scope of Basic Services General Description**

   a) IMPACT® Licenses: Parsons will provide IMPACT™ licenses for up to 10 concurrent Client users.

   b) Database Hosting Services: Parsons will provide and maintain the Client's IMPACT® Database to include the following:

      i) Telephone help desk and supporting hardware and program functionality technical services to address issues that may arise regarding Client access to the database between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday (CST).

      ii) Optional training on IMPACT software and maintenance of the database on an as-requested basis.

      iii) Daily back-up of the Client IMPACT database on the Parsons-managed secure servers.

      iv) Server maintenance and server technical support related to the IMPACT software between the hours of 8:00 a.m. and 5:00 pm (CST). Monday through Friday.

      v) Maintenance of the IMPACT software functionality and database physical integrity.

      vi) Automatic IMPACT® and related third-party software updates.

      vii) Database access 24 hours a day, 7 days a week to Client IMPACT database subject to scheduled maintenance downtime and any emergency force majeure events.

   c) IMPACT Technical Support Services: Parsons will provide technical support services to include the following:

      i) Maintenance of the current installed version of the IMPACT software and functionality.

      ii) Client IDs for access to IMPACT software and database content.

      iii) Response to and resolution of Client technical and program questions or issues related to IMPACT during normal business hours.

2) **Scope of Client Supplementary Services General Description.**

   a) **Partitioning**. Parsons will provide a system with requisite firewalls, partitioning, and other features intended to protect against accidental or intentional mingling of Client and its contractors' data with any other clients using or having access to the application, hosting software, or equipment. Hosted versions of IMPACT® are implemented by Parsons in separate databases and access is limited to the Client's defined set of Clients. Parsons will be compensated for complete separation of the Client's environment required by the Client (i.e., web servers, servers, database servers, report servers, etc.) for additional software and hardware investment in order to fully separate the client's environment from others.

   **b) Security.** Parsons will manage data security with reasonable efforts to restrict unauthorized access to data managed by the system to include the following:

      i) **Access**. Access to data is limited to authorized Clients only. Parsons will employ sufficient technologies and services at its data centers to employ industry best practices to reasonably endeavor to prevent and defend against unauthorized access by Internet "hackers". This includes denial of service attacks. In the event of a confirmed breach of system security, Parsons will proactively inform the affected subscribers and reasonably assist with legal proceedings against the violating parties to the extent that Parsons negligently contributed to the confirmed breach of system security.

      ii) **Privacy**: Parsons will enforce effective controls with reasonable efforts to protect private customer information from access by unauthorized Clients.

iii) **Encryption**: Parsons will protect private customer information during transmission by current HTTPS encryption technology. Parsons will be compensated for other encryption technology required by the Client.

c) **Confidential Information**: Parsons acknowledges that it will have access to Confidential Information of the Client. Parsons agrees that it will not use in any way, for its own account or the account of any third party, except for the performance of this contract, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the Client or its contractor's confidential information and will take reasonable precautions to protect the confidentiality of such information.

d) **Reliability.** Notification to Client: Parsons will contact Client by e-mail or by phone as soon as practical once it becomes aware of any unplanned system outage, including downtime and will provide status updates every four (4) hours. Parsons will provide a plan of action to correct the problem within four (4) hours from the time Parsons becomes aware of the outage. E-mail notifications will be sent on system outages to the defined Client Point of Contact (POC). A corrective plan of action will be delivered depending on the nature of the problem, but Parsons will provide regular notification and updates until known issues are corrected. Planned outages will be communicated through the banner page of IMPACT® two weeks in advance of outage.

e) **Backup and Disaster Recovery.** Parsons will perform routine incremental system backups to provide the ability to timely restore the system to operational status in the event of a disaster, including:

f) **Redundancy**. Parsons will provide redundant service capability to provide services in the event of a disaster which would cause the Parsons' physical or system facilities to become inoperative if so authorized by Client as additional services on an as needed basis per event under this Agreement as noted below. Such redundant service capability will provide at a minimum:

i) Backup copies of all Client data delivered daily to off-site, secured storage area for use in the event of a disaster as currently provided by Parsons;

ii) The ability, in the event of a disaster that incapacitates the Parsons' data center operations, to completely recreate services with Client backed up data within ninety-six (96) hours at a remote facility as additional services. The recovery point objective (RPO) will be based on the start day and time of the previous backup. Faster recovery and RPO can be provided as additional services.

iii) Backup telecommunications services in place which will allow Client and Client Clients access to the remote facility as additional services;

iv) Parsons will perform annual tests of its disaster recovery service capability and provide Client with the results of such test.

g) **Audit Reporting.** Parsons will submit to Client each year of the contract a copy of the Statement on Standards for Attestation Engagements (SSAE) No. 16, Reporting on Controls at a Service Organization or the Statement on Auditing Standards (SAS) No. 70, for Service Organizations.

h) **Ownership.** Parsons agrees that Parsons receives no ownership rights in the materials, data or records furnished by Client.

i) **Transfer of Data.** As the data is the sole and exclusive property of the Client as provided above, Parsons agrees that in the event of termination for non-performance, contract expiration, or business failure of the Parsons, all data can and will be transferred in such a format as to be readable by Client, a succeeding Parsons or system by export of the data in an MSSQL Server backup file along with a data dictionary.

3) **Term.** The term of the Hosting Services (the "Services") by Parsons will be for a period of twelve

consecutive calendar months commencing on September 1, 2017. On each anniversary of the license, Parsons will notify the main Client or any other nominated contact and provide an option to renew the license for a further 12 months.

4) **Upgrades, Enhancements, Modifications, and Improvements.** Software version upgrades, releases, enhancements, modifications, and improvements are included at no additional charge provided that Client has paid for maintenance and support.

5) **New Releases.** If Parsons discontinues maintenance for any software and determines to replace such software ("Old Software") with another software program or programs with substantially similar functionality ("New Software"), Parsons will either: (i) continue to provide maintenance for such removed features or functionality; (ii) license the New Software to Client at no additional charge, provided Parsons generally provides such New Software to its other customers at no charge, or (iii) license the New Software for the discounted fee that would otherwise apply to Client under this Agreement less a credit equal to the fees paid by Client to Parsons for the Old Software.

6) **Service Availability.** Parsons will use commercial best effort to provide continuous and consistent service with respect to this agreement. Parsons reserves the right to add, subtract or amend the terms of this agreement at any time in the event of significant changes in market conditions, or otherwise initiated by major vendors, which would affect Parsons' ability to provide its hosting services. Such changes will be given to the client administrators via email with at least 60 days' notice.

7) **Scheduled Outage**. Parsons reserves the right to plan a scheduled outage with forty-eight (48) hours advance notice. Parsons will use commercial best efforts to schedule these outages at non-peak hours and limit their occurrence to strictly necessary upgrades and required maintenance. Scheduled outages are broadcast via e-mail to the designated administrator of each Client.

8) **Emergency Outage**. Parsons reserves the right to initiate emergency outages where it is determined to be in the best interest of Parsons and the Client to avoid or mitigate imminent security threats. Parsons will notify the client at the earliest opportunity if a security threat and requirement for an emergency outage is identified. Emergency outages will be broadcast via e-mail to the designated Client administrator(s).

9) **Service Credit**: If Parsons fails to meet the forty-eight (48) hour Scheduled Outage Notification, except in the case of an Emergency Outage, Client will receive a one (1) day Service Credit for the Service with respect to which this has not been met.

10) **Internet Access.** Parsons will make reasonable efforts to ensure the reliability and availability of systems under its control that are related to the delivery of Hosting Services; however, due to the nature of the Internet and its associated technologies Parsons cannot and does not guarantee any specific level of service availability outside the boundaries of the Parsons network.

11) **Application Maintenance.** Parsons will provide updates when available according to a mutually agreed schedule (based on the number of days following Parson release):
    a) Fixes--no later than 5 days. Multiple versions of an application will be available and supported using reasonable best efforts, as long as it is technically and commercially feasible for PARSONS to do so.
    b) End of Support: Parsons reserves the right to discontinue service, releases and maintenance for prior versions of the software, at any time with 180 days' prior written notice.

12) **Client Problem Notification.** Parsons will provide the following for Client to request help or otherwise make inquiries:
    a) Toll-free telephone support 1-800-252-8108 (Ensure Ticket Number is Recorded)
    b) Parsons target response times will be as follows:
        a. Severity #1 – assigned to outages that keep a business from being able to access one or all of their applications.

b. Severity #2 – assigned to a situation that slows an organization's response time or limits the functions of one of the applications.
c. Severity #3 – assigned to a general question or requests for enhancement.

13) **Client Responsibilities**.

a) Client will maintain their contact information for notifications.
b) Client will maintain profile information for their administrators and Clients and keep it updated in order to receive notifications, which may be made via e-mail, phone, pager, fax or mail.
c) Client will promptly notify Parsons of any perceived outages or service interruptions.
d) Client will notify all persons within their organizations of Parsons scheduled outages.
e) Client administrators are responsible for properly maintaining the functional operation of all client workstation equipment including connectivity to the Internet.
f) Client will verify that client Clients are able to reach other major sites internet sites that they are not in violation of license rights, which may affect access to the system.
g) Client will reasonably ensure that Client Clients use Parsons Hosting Services appropriately.
h) Client will take commercially reasonable steps to manage the Client use of the Hosting Services to maximize network functionality.

14) **Intellectual Property.** This Agreement does not transfer to Client any of Parsons' technology, as defined below, and all right, title and interest in and to Parsons' technology or servers or other devices used in hosting the data ("Parsons Technology") will remain solely with Parsons. All Client data remains the property of the Client. For the purposes of this Agreement, "Parsons Technology" refers to the proprietary technology, and all derivative works thereof, including software tools, hardware designs, algorithms, software (in object or source code forms), Client interface designs, architecture, libraries, documentation (in any fixed form), network designs, know-how, trade secrets and any related intellectual or other proprietary rights under the laws of any nation and whether owned directly by Parsons or licensed to it by a third party. Unless the parties otherwise agree in writing, all title to Parsons' Technology and/or hardware equipment will remain with Parsons. Except for the non-exclusive, non-transferable, non-assignable, non-sub-licensable, revocable license Parsons grants to Client to use such equipment and Parsons' Technology, strictly in connection with Parsons' provision of Hosting Services to Client, Parsons expressly reserves all other rights. Client expressly warrants to Parsons that it is authorized to, and does hereby grant Parsons the right to post any content provided by Client ("Client Content"), including without limitation the right to cache the Client site(s) in its entirety as needed by Parsons to provide the Hosting Services.

15) **Disclaimer of Warranties.** Due to the substantial risks (including, without limitation, loss and corruption of data, delays, non-deliveries, mis-deliveries and service interruptions) associated with the reception, manipulation, transmission, storage, and other uses of the data over public networks such as those provided through the Hosting Services, Client hereby acknowledges that the operation and availability of the communications systems, including, without limitation, telephone service, computer networks and the Internet, used for accessing and interacting with the Service can be unpredictable and may, from time to time, interfere with or prevent access to or operation of the Hosting Service. Client will take all necessary precautions to protect and insure against such risks. Client acknowledges that Parsons is not responsible for any such interference with or prevention of Client use of or access to the Service not caused by Parsons. Any and all dependence upon or use of data, information or other content whether human or machine readable received or transmitted via the use of Hosting Services is done solely and exclusively at Client's own risk. CLIENT'S ACCESS TO PARSONS' TECHNOLOGY IS AT ITS OWN RISK. PARSONS, ON BEHALF OF ITSELF AND ITS SUPPLIERS AND SUBCONTRACTORS, IF ANY, DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PARSONS DOES NOT WARRANT THAT THE

SERVICES OR THE PARSONS TECHNOLOGY WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. PARSONS MAKES NO WARRANTY RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, AND ALL SERVICES AND PARSONS TECHNOLOGY ARE PROVIDED ON AN "AS-IS" BASIS. ANY MODIFICATION TO THE SOFTWARE BY CLIENT WILL RESULT IN THE VOIDANCE OF ALL SAID WARRANTIES.

16) **Infringement.** To the extent permitted by law, Client will defend, indemnify and hold Parsons harmless from and against any and all liabilities, losses, damages, settlement costs, fees, including attorneys' fees, and expenses incurred by Parsons as a result of any allegation, claim, action, or proceeding of infringement that any data hosted by Parsons, violates the intellectual property rights of any third party or violates any law, provided that Client is given prompt notice of any such claim and the right to control and direct the investigation, preparation, defense, and settlement of each such claim and further provided that Parsons will fully cooperate with Client in connection with the foregoing. Notwithstanding the foregoing, Client will not settle any claim involving Parsons without Parsons' prior written consent unless such settlement includes an unconditional release of all claims by each claimant or plaintiff in favor of the Parsons.

17) **Consequential Damages.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE OR RESPONSIBLE TO THE OTHER FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

18) **Force Majeure.** Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Parsons), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

19) **Assignment.** Client may not transfer or assign this Agreement without the written consent of Parsons.

20) **Notices.** All notices or other communications required to be given hereunder will be in writing and delivered either personally or by U.S. mail, certified, return receipt requested, postage prepaid, and addressed as provided in this Agreement or as otherwise requested by the receiving party. Notices delivered personally will be effective upon delivery and notices delivered by mail will be effective upon their receipt by the party to whom they are addressed.

If to Parsons: Parsons Environment & Infrastructure Group Inc.

Michael H. Managan, AIA
mike.managan@parsons.com
Parsons Environment & Infrastructure Group Inc.
2200 West Loop South, Suite 200
Houston, TX 77027

If to Client: Texas Facilities Commission

John S. Raff, P.E.
Deputy Executive Director
Facilities Design & Construction

# EXHIBIT A
## SCOPE OF IMPACT® LICENSING AND DATABASE HOSTING SERVICES

Texas Facilities Commission
1711 San Jacinto Blvd.
Austin, Texas 78711

21) **Termination of Hosting Services:** Parsons or Client will have the right to terminate the hosting services hereunder for any reason without cause in writing 60 days prior to end of service. Client data will be retained for 6 consecutive months from the termination date of this Agreement for Client access. On or before the end of the period, PARSONS will transmit to Client an electronic copy of subject data in Comma or Tab Delimited format. Client Agrees to provide prior written approval of Parsons data format transmission out-of-pocket costs associated with data transfer and to pay upon invoice by Parsons.

22) **Complete Agreement.** The scope and terms of this IMPACT® Hosting Agreement will supersede the terms of any other attached or referenced terms and conditions to the extent of any inconsistencies regarding Parsons Intellectual Property Rights. Modification or amendment of any provision of these Agreements will be effective only if in writing and signed by the parties hereto.

END OF EXHIBIT A

# EXHIBIT B
## IMPACT® SOFTWARE LICENSE AGREEMENT

1. **IMPACT® License Grant.** Parsons grants the Client a non-exclusive license to use IMPACT® (Software) provided that the Client does not (i) modify any portion of the Software without Parsons' express, written permission, (ii) translate, decompile, reassemble, or reverse engineer the Software, (iii) create derivative works of the Software, or (iv) tamper with, bypass, or otherwise interfere with the Software. The Client will not duplicate any portion of the Software except for backup or archival purposes, and will duplicate Parsons' proprietary rights and notices on each such copy.

   i) **Software License.** Parsons grants to Client the right to use one (1) copy of the software product (the "Software") on up to ten (10) concurrent Client user computers. Client may install or store the software on a network server on a local, Internal network. The software may then be installed and run on other computers over the Internal network provided enough licenses are acquired and dedicated for each separate work station which will run the software concurrently.

   ii) It is agreed and understood that all Sections of the Software License Agreement will apply to Parsons' grant of a **Software License** to Client.

   iii) **Hosted Software License.** Parsons grants to Client a non-exclusive, non-transferable, non-assignable, non sub-licensable, revocable license to:

      a. Use and execute the Software for purposes of serving Client's internal needs;

      b. Use the Parsons Technology, including Parsons' servers hereunder and internet access, (collectively, "Parsons Technology");

      c. Access Parsons IMPACT Software through the internet and Client's hosted database on Parsons' servers, and no other purpose. Parsons' software is governed by the terms of the IMPACT Software License.

   iv) It is agreed and understood that all Sections of the Software License Agreement, except Section 11 **Limitations on Use**, will apply to Parsons' grant of a Hosted Software License to Client. Unless otherwise provided in the Software Description, Client may not use the Software for the direct benefit of, or for purposes of rendering services to, any other entity or agency.

2. **Access.** Each Client will be given a Client ID and access limited to that individual Client.

3. **Documentation.** Documentation that accompanies the Software is provided solely to support Client's authorized use of the Software. Client may not use, copy, modify, or distribute the Documentation, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Parsons by separate written agreement.

4. **Term of License.** The Term of Client's license is for the period of September 1, 2017 through August 31, 2018.

5. **Delivery and Access.** Parsons will use reasonable efforts to provide access to the Software in accordance with the Implementation Schedule. Parsons will not be responsible for delays caused by events or circumstances beyond its reasonable control. Client is responsible for obtaining computers and operating systems compatible with the Software. Completion of access will constitute Client's acceptance of the license for the Software, but will not affect or supersede any warranties under Section 13.

6. **Other Charges.** License fees do not include travel and living expenses, if services are provided more than thirty (30) miles from the nearest service location, for implementation meetings, installation, maintenance and support, file conversion costs, optional products and services, shipping charges, or the costs of any recommended hardware. In all cases, fees for such services will be charged at Parsons' standard rates, as defined in the existing subcontract, and Client will be responsible for paying such fees. Client agrees to pay such fees and costs, when and as the services are rendered and the expenses incurred, as invoiced by Parsons. Such fees will be reimbursed under a separate Client purchase order agreement. Parsons reserves the right to require prepayment or advance deposit for services or expenses in some instances. Client is also responsible for sales or use taxes and state or local property or excise taxes associated with Client's licensing, possession, or use of

the Software.

7. **Payment Terms.** Based on the terms of this Agreement, Client will have an irrevocable obligation to make all payments due at the time of invoice. All fees payable by Client to Parsons will be paid within thirty (30) days of the invoice date and are non-refundable. All payments will be made in U.S. dollars. Late payments will be subject to the provisions of the State of Texas Prompt Payment Act.

8. **Client Responsibilities.** Client is responsible for the following actions:
   a. Determining whether the Software will achieve the results Client desire;

   b. Procuring, installing, and operating computers and operating systems to run the Software;

   Parsons reserves the right to charge additional service fees if an operator seeks assistance with respect to such basic information or any other matters not directly relating to the operation of the Software. Such fees will be reimbursed under a separate Client purchase order agreement.

9. **Proprietary Protection.** Parsons will have sole and exclusive ownership of all right, title, and interest ("Intellectual Property Rights" as defined hereafter) in and to the Software and Documentation and any derivative works thereof, all copies thereof, and all modifications, enhancements, updates or upgrades, thereto whether the same are developed by Client or Parsons (including ownership of all copyrights and other Intellectual Property Rights pertaining thereto), subject only to the right and license expressly granted to Client herein. This Agreement does not provide Client with title or ownership of the Software or any enhancements, modification, update, or upgrade thereto, or the Documentation, but only a right of limited use. It is agreed to and understood that Client will retain all right, title, and ownership in and to any Client data submitted for purposes hereunder. Client will execute documentation reasonably requested by Parsons as necessary to confirm assignment to Parsons of all Intellectual Property Rights in the Licensed Software. No right is granted to Client to make modifications, upgrades, enhancements or updates of the Software or Documentation or create derivative works thereof. "Intellectual Property Rights" means all of the following whether existing now or in the future on a worldwide basis (a) patents, patent applications and related patent rights, including but not limited to divisions, continuations, continuations in-part, reissues, and extensions thereof; (b) rights associated with works of authorship including moral rights, copyrights and registrations therefore; (c) rights relating to trade secrets, know how, and confidential information; and (d) rights relating to trademarks, service marks or trade names or renewals thereof; (e) any and all other intellectual property rights; (f) whether or not such rights are protected under statute.

10. **Software Discontinuance and Version Maturity**. In the event Parsons discontinues the Software or if, in Parsons' sole discretion, the software reaches a graduated version ("Version Maturity") as announced by Parsons, and no successor software is commercially available from Parsons as an update under Support, provided that Client has paid all applicable Support fees, Parsons will provide support as stated from the date of Parsons End of Support notice of such software discontinuance. Parsons is not responsible for obsolescence of the Software that may result from changes in Client's requirements and Parsons is not required to upgrade or update the Software, except through Client authorized Software Change Requests provided above.

11. **Limitations on Use.** Client may not access, use, copy, modify, or distribute the Software (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Parsons. Client may not disassemble, decompile, reverse engineer, analyze, modify, convert or otherwise translate the Software or apply any procedure or process to the Software in order to ascertain, derive and/or appropriate for any reason or purpose the source code for the Software or any Confidential Information, trade secret information or process or software contained in the Software, except as otherwise expressly permitted by applicable law that may not lawfully be excluded by agreement between the parties. Client's license may not be transferred, leased, assigned, or sublicensed without Parsons' prior written consent.

12. **Confidentiality and Nondisclosure of Confidential Information**. Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, plans, technology, and products, and other information held in confidence by the other party ("*Confidential Information*"). Confidential Information will include all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential. Confidential Information will also include, but not be limited to, Parsons Technology, as defined below, and the terms and

conditions and existence of this Agreement. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party's independent contractors, attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information, which precautions, in any event, will be at least as stringent as it takes to protect its own Confidential Information. "Confidential Information" of a party means any information in any media or form of expression disclosed by that party to another pursuant to this agreement, which (a) relates to the disclosing party's materials, services, technology (including Software and Documentation), data, finances, personnel, business plans, software, trade secrets, technical information, inventions, ideas, concepts, know how, works of authorship, marketing plans, agreements with third parties, customers, or suppliers, or (b) if marked confidential or if the receiving party reasonably should have known the information was confidential. Notwithstanding the above, Confidential Information will not include information of the disclosing party which: (i) was generally available to the public at the time it was disclosed or became generally available to the public through no fault of the receiving party; (ii) was known to the receiving party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the receiving party without any use of the Confidential Information, as demonstrated by files created at the time of such independent development; or (v) becomes known to the receiving party, without restriction, from a source other than the disclosing party without breach of this Agreement by the receiving party and otherwise not in violation of the disclosing party's rights. In addition, a party will not be considered to have breached its obligations by disclosing Confidential Information of the other party as required to satisfy any legal requirement of a competent government body provided that, immediately upon receiving any such request and to the extent that it may legally do so, such party advises the other party promptly and prior to making such disclosure in order that the other party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

13. **Disclaimer of Warranties.** TO THE EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PARSONS DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE SOFTWARE, INCLUDING ITS CONDITION OR ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION OR NONINFRINGEMENT. PARSONS WILL HAVE NO LIABILITY FOR THE SOFTWARE OR ANY SERVICES PROVIDED, INCLUDING ANY LIABILITY FOR NEGLIGENCE; PARSONS MAKES AND CLIENT RECEIVES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, HEREIN, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION; AND PARSONS SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IT IS UNDERSTOOD AND AGREED BY CLIENT THAT PARSONS DOES NOT WARRANT THAT THE SOFTWARE OR THE SOFTWARE MEDIA IS WITHOUT DEFECT OR ERROR FREE.

14. **Limitation of Liability; Exclusion of Consequential Damages.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL PARSONS BE LIABLE TO THE CLIENT FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, OR LIABLE FOR LOSS OF PROFITS, LOST REVENUE, LOSS OF DATA, COST OF SUBSTITUTE SOFTWARE, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, INTERRUPTION IN USE, OR OTHER SIMILAR LOSSES, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR PRODUCT LIABILITY, OR OTHERWISE EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES WILL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO THE INDEMNIFICATION PROVIDED FOR THIRD PARTY COPYRIGHT INFRINGEMENT UNDER SECTION 15, INDEMNIFICATION BELOW.

15. **Indemnification of Client.** If a third party claims that the Software or Documentation infringes any U.S. patent, copyright, or trade secret, Parsons may pursue any of the following options or a combination thereof (as long as Client is not in default under this Agreement): (1) defend Client against such claim at Parsons' expense and pay all damages that a court finally awards, provided that Client promptly notifies Parsons in writing of the claim, and

allow Parsons to control, and cooperate with Parsons in, the defense or any related settlement negotiations; (2) modify the Software or Documentation to be non-infringing; and/or if such options are not commercially reasonable, (3) at Parsons' request, Client will discontinue use of the Software. However, Parsons has no obligation for any claim based on a modified version of the Software or Documentation or their combination, operation, or use with any product, data, or apparatus not provided by Parsons. THIS PARAGRAPH STATES PARSONS' ENTIRE OBLIGATION TO CLIENT WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

16. **Indemnification of Parsons**. To the extent permitted by law, Client will defend Parsons against all claims made by a third party alleging that Client's Data infringes or misappropriates the intellectual property rights of a third party and will indemnify Parsons for any damages finally awarded and for reasonable attorney's fees incurred by Parsons in connection with any such claim, provided Client is promptly notified by Parsons in writing of such claim.

17. **Default.** Should Client fail to pay any fees or charges due hereunder or fail to carry out any other obligation under this Agreement or any other agreement with Parsons, Parsons may, at its option, in addition to other available remedies, terminate or suspend this Agreement, provided that it first gives Client fifteen (15) days' prior notice ("Cure Period") in order to permit Client to cure Client's default. Should Client fail to cure such default within 15 days after notice from Parsons, Parsons will provide notice to Client within ten (10) days after the expiration of the Cure Period of its right and intent to terminate this Agreement.

18. **Termination.** Upon termination of this Agreement as a result of Client's default, or upon expiration of the Term of Client's license unless renewed (but, in such case, only as to the Software whose licenses have expired), or upon Client's voluntary termination, Client's license will terminate, and Client is required to return or destroy, as requested by Parsons, all copies of the Software in Client's possession (whether modified or unmodified), and all Documentation pertaining to the Software, including all copies thereof. Client agrees to certify Client's compliance with such requirement upon Parsons' request.

19. **Notices.** All notices or other communications required to be given hereunder will be in writing and delivered either personally or by U.S. mail, certified, return receipt requested, postage prepaid, and addressed as provided in this Agreement or as otherwise requested by the receiving party. Notices delivered personally will be effective upon delivery and notices delivered by mail will be effective upon their receipt by the party to whom they are addressed.

    If to Parsons: Parsons Environment & Infrastructure Group Inc.

    Michael H. Managan, AIA
    Project Manager
    2200 West Loop South, Suite 200
    Houston, TX 77027

    If to Client: Texas Facilities Commission

    John S. Raff, P.E.
    Deputy Executive Director
    Facilities Design & Construction
    Texas Facilities Commission
    1711 San Jacinto Blvd.
    Austin, Texas 78711

20. **Governing Law.** This Agreement will be governed by and construed and enforced in accordance with the laws of the State where the work is to be performed as it applies to a contract made and performed in such state, with the exception of its conflicts of laws provisions.

21. **Modifications and Waivers.** This Agreement may not be modified except in writing, signed by authorized representatives of both parties. A waiver by either party of its rights hereunder will not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement

or waiver of any provision on one (1) occasion will not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no use of trade or other regular practice or method of dealing between the parties hereto will be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

22. **Complete Agreement**. The scope and terms of this IMPACT® License Agreement will supersede the terms of any other attached or referenced terms and conditions to the extent of any inconsistencies regarding Parsons Intellectual Property Rights. Modification or amendment of any provision of these Agreements will be effective only if in writing and signed by the parties hereto.

END OF EXHIBIT B

# EXHIBIT C
# PARSONS STANDARD TERMS & CONDITIONS

1. INTERPRETATION

This AGREEMENT, consisting of these standard terms and conditions and the terms/instructions typed on the face of this AGREEMENT together with the Exhibits attached hereto, and all documents, drawings, specifications and instruments specifically referred to herein and made a part hereof will constitute the entire AGREEMENT between the parties, and no other proposals, conversations, bids, memoranda, or other matter will vary, alter, or interpret the terms hereof. The captions on this AGREEMENT are for the convenience of the parties in identification of the several provisions and will not constitute a part of this AGREEMENT nor be considered interpretative thereof. Failure of either party to exercise any option, right or privilege under this AGREEMENT or to demand compliance as to any obligation or covenant of the other party will not constitute a waiver of any such right, privilege or option, or of the performance thereof, unless waiver is expressly required in such event or is evidenced by a properly executed instrument.

2. SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term, or provision with this AGREEMENT is held illegal or in conflict with any law of the State where made or having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the AGREEMENT did not contain the particular part, term, or provisions held to be invalid, unless the effect thereof would materially change the economic burden of or benefit to either party.

3. GOVERNING LAW

This AGREEMENT and the Attachments hereto will be governed by and construed in accordance with the laws of the State in which the work is performed.

4. INDEPENDENT CONTRACTOR

In the performance of the services under this AGREEMENT, PARSONS will be an independent contractor, maintaining complete control of PARSONS ' personnel and operations. As such, PARSONS will pay all salaries, wages, expenses, social security taxes, federal and state

unemployment taxes and any similar taxes relating to the performance of this AGREEMENT. PARSONS, its employees and agents will in no way be regarded nor will they act as agents or employees of the CLIENT.

5. CHANGES

The CLIENT, through its authorized representative, without invalidating this AGREEMENT, may order changes within the general scope of the services required by this AGREEMENT by altering, adding to and/or deducting from the services to be performed. If any changes under this clause causes an increase or decrease in PARSONS ' cost of, or the time required for, the performance of any part of the work under this AGREEMENT, an equitable adjustment will be made by mutual agreement and the AGREEMENT modified in writing accordingly. All such changes in the Services will be in writing and will be performed subject to the provisions of this AGREEMENT.

6. STOP WORK ORDER

CLIENT may at any time, by written notice to PARSONS, require PARSONS to stop all or any part of the work called for by this order for a period of up to ninety (90) days after the notice is delivered to PARSONS ("Stop Work Order"). Upon receipt of the Stop Work Order, PARSONS will forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to PARSONS, or within any extension of that period to which the parties have agreed, CLIENT will either cancel the Stop Work Order, or terminate the work covered by this order as provided in the "Termination" paragraphs of this AGREEMENT. PARSONS will resume work upon cancellation or expiration of any Stop Work Order. An equitable adjustment will be made in the delivery schedule or prices hereunder, or both, and this AGREEMENT will be modified in writing accordingly, if the Stop Work Order results in an increase in the time required for the performance of this order or in PARSONS ' costs properly allocable thereto. PARSONS may stop work, at its sole option if CLIENT fails to make payment of PARSONS invoices within thirty days of receipt as required by Article 17 below.

7. TERMINATION

A. The CLIENT may terminate this AGREEMENT in the whole or in part at any time by written notice to PARSONS. Such termination will be effective in the manner specified in the said notice, will be without prejudice to any claims which the CLIENT may have against PARSONS and will be subject to the other provisions of this AGREEMENT. On receipt of such notice PARSONS will, except as and to the extent directed, immediately discontinue the services and the placing of subcontractor orders for materials, facilities and supplies in connection with the performance of the services, and will, if requested, make every reasonable effort to procedure termination of existing subcontracts upon terms satisfactory to the CLIENT. Thereafter, PARSONS will do only such work as may be necessary to preserve and protect the services already in progress and to dispose of any property as requested by the CLIENT.
B. A complete settlement of all claims of PARSONS upon termination of the AGREEMENT, as provided in the preceding paragraph, will be made as follows: (A) the

CLIENT will assume and become liable for all obligations and commitments that PARSONS may have in good faith undertaken or incurred in connection with the services which have not been included in prior payments (B) the CLIENT will compensate PARSONS for the reasonable cost of terminating existing subcontracts and preserving, protecting or disposing of the CLIENT's property and performing any other necessary services after the notice of termination has been received (C) the CLIENT will pay PARSONS for a Services performed, prior to date of termination, in accordance with this AGREEMENT. Prior to final settlement, PARSONS will deliver to the CLIENT all Documents and all other required information and data prepared by PARSONS under this AGREEMENT and execute and deliver all documents, and take such other steps as are necessary, to vest fully in the CLIENT the rights and benefits of PARSONS arising from subcontracts issued in connection with this AGREEMENT, unless otherwise requested by the CLIENT in writing.

8. WARRANTY

PARSONS warrants that the services to be rendered pursuant to this AGREEMENT will be performed in accordance with the standards customarily provided by an experienced and competent professional engineering organization rendering the same or similar services. This warranty will extend for a period of one year from the date of PARSONS' completion of the Services.

9. LIMITATION OF LIABILITY

PARSONS liability to the CLIENT under or in connection with this AGREEMENT, whether in contract or tort, in negligence or breach of statutory duty or under any theory of liability supported by law or a good faith extension of the law will be limited to such proceeds of Insurance as set forth in Article 14 herein that are available after payment of all valid claims.

10. INDEMNITY

PARSONS will indemnify, and hold the CLIENT harmless from and against claims, liabilities, suits, loss, cost, expense and damages to the extent of any negligent act or omission of PARSONS in the performance of Services pursuant to this AGREEMENT. PARSONS ' liability for all of the aforesaid matters is limited to the proceeds recovered from the insurance carried by PARSONS and within the monetary limits of the insurance specified in Article 13 hereto after settling claims of third parties

11. FORCE MAJEURE

The respective duties and obligations of the parties hereunder (except the CLIENT's obligation to pay PARSONS such sums as may become due from time to time for services rendered by it) will be suspended while and so long as performance thereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, governmental action, war acts, acts of God, acts of the CLIENT, or any other cause similar or dissimilar to the foregoing which are beyond the reasonable control of the party from whom the affected performance was due.

12. ASSIGNMENTS

All obligations and covenants herein contained will be intended to be binding upon the successors and assigns of PARSONS and the CLIENT. PARSONS will not assign this AGREEMENT without the prior written consent of the CLIENT, which consent will not be unreasonably withheld.

13. CONSEQUENTIAL DAMAGES

In no event will PARSONS or its subcontractors or suppliers of any tier be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as but not limited to, loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation of other equipment of systems, cost of capital, or cost of purchased or replacement equipment or systems.

14. INSURANCE

PARSONS will place and maintain with responsible insurance carriers the following insurance. At CLIENT's request, PARSONS will deliver to CLIENT certificates of insurance, which will provide thirty days notice to be given to CLIENT in event of a cancellation.

A. Workers' Compensation and Employer's Liability Insurance

- Workers Compensation in compliance with the applicable state and federal laws
- Employer's Liability Limit $1,000,000

B. Commercial General Liability Insurance including Blanket Contractual, XCU* Hazards, Broad Form Property Damage, Completed Operations and Independent Contractor's Liability all applicable to Personal Injury, Bodily Injury and Property Damage to a combined single limit of $1,000,000 each occurrence subject to $2,000,000 annual aggregate for Completed Operations and Personal Injury other than Bodily Injury.*Explosion, Collapse and Underground.

C. Automobile Liability Insurance including owned, hired and non-owned automobiles, Bodily Injury and Property Damage to a combined single limit of $1,000,000 each occurrence.

D. Architects & Engineers Professional Liability Insurance affording, professional, liability, if any, to a combined

single limit of $1,000,000 each occurrence/claim, subject to $2,000.000 annual aggregate.

15. ACCEPTANCE BY CLIENT

The Services will be deemed accepted by CLIENT unless, within fifteen (15) days after receipt of PARSONS ' written notification of final completion, CLIENT will have given PARSONS written notice specifying in detail wherein the WORK is deficient, whereupon PARSONS will promptly proceed to make necessary corrections and, upon completion, the Services will be deemed accepted by CLIENT.

16. CLIENT FURNISHED DATA, DRAWINGS, AND SPECIFICATIONS

PARSONS will have no liability for defects in the WORK attributable to PARSONS ' reliance upon or use of data, design criteria, drawings, specifications or other information furnished by CLIENT and CLIENT agrees to indemnify and hold PARSONS harmless from any and all claims and judgments, and all losses, costs and expenses arising there from. PARSONS will disclose to CLIENT, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by CLIENT to PARSONS that PARSONS may reasonably discover in its review and inspection thereof.

17. REUSE OF DOCUMENTS

All documents including drawings and specifications prepared by PARSONS pursuant to this AGREEMENT are instruments of its services in respect of the PROJECT. They are not intended or represented to be suitable for reuse by CLIENT or others on extension of the PROJECT or on any other project. Any reuse without specific written verification or adaptation by PARSONS will be at CLIENT's sole risk and without liability or legal exposure to PARSONS, and CLIENT will indemnify and hold harmless PARSONS from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle PARSONS to further compensation at rates to be agreed upon by CLIENT and PARSONS.

18. INVOICING AND PAYMENT

Invoices are due and payable in accordance with chapter 2251 of the Texas Government Code otherwise known as the prompt Payment Act.. PARSONS may, after giving seven days written notice to CLIENT, suspend services under this AGREEMENT until PARSONS has been paid in full all amounts due for services, expenses and charges.

If CLIENT disputes any portion of a request for payment, CLIENT will pay the undisputed portion of such request as provided herein and will promptly notify PARSONS of the amount in dispute and the reason therefore. Unless otherwise specified on the face page of this AGREEMENT, invoices will not require support documentation and PARSONS format will be used.

19. AUDIT

PARSONS will maintain records and accounts on a generally recognized accounting basis to support all charges billed to CLIENT. Said records will be available for inspection by CLIENT or his authorized representative at mutually convenient times. 20.EQUAL EMPLOYMENT OPPORTUNITY

The Non-Discrimination clause contained in Section 202, Executive Order 11246, as amended, relating to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin and the implementing rules and regulation prescribed by the Secretary of Labor (41 CFR, Chapter 60, 41 CFR 60-250 and 41 CFR 60-741) are incorporated herein.

21. ORDER OF PRECEDENCE

Any inconsistency or conflict between the standard terms and conditions set forth herein and those typed on the face of this AGREEMENT or any attachment thereof will be resolved by giving precedence in the following order: First, this AGREEMENT; Second, the Standard Terms and Conditions; and Third, the IMPACT® License Agreement, and Fourth, the attachment(s)/exhibit(s) (if any) attached hereto.

CHANGES IN THESE TERMS AND CONDITIONS ARE NOT BINDING ON PARSONS UNLESS THEY ARE IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF PARSONS