TranSystems ProjectWise Network Terms and Conditions of Use

1. GENERAL

A. By submitting the **TranSystems ProjectWise – New User Form** to TranSystems Corporation (TranSystems), Consultants, Sub-consultants, Clients, Contractors, and other's (collectively the "USERS") must UNRESERVEDLY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS SERVICE AND AGREEMENT, without the possibility of any modifications to same. Any person accessing or using TranSystems' ProjectWise Network (ProjectWise), on behalf of their organization acquires the status of 'USER' and it is thereby expressly understood that the USER accepts each and every one of the General Conditions of Use and new Conditions which the TranSystems may establish without prior notice to the USER. It is the USER'S responsibility to carefully read these General Conditions of Use and Acceptance each time they use ProjectWise.

B. The USER will be solely responsible for any infringements or damage caused through their use of ProjectWise, exempting TranSystems employees from any form of responsibility resulting from the actions of the USER.

C. TranSystems reserves the right to change, delete, add or modify these Conditions, which would take immediate effect. TranSystems shall not be obliged to communicate these changes to members.

D. TranSystems also reserves the right to modify, add or remove any content from ProjectWise without prior notice.

E. TranSystems also reserves the right to monitor USERS activity within ProjectWise.

F. TranSystems shall not be responsible for damages caused by the possible exchanges between USERS, or form part of any contractual relationship between USERS.

G. Links contained in ProjectWise may lead users to external third-party sites. TranSystems shall not assume responsibility for any information available outside the ProjectWise domain, nor for the correct functioning of these links, or be liable for any damage incurred by the USER.

H. TranSystems and the USER are subject to the jurisdiction of the courts of the STATE OF Missouri, expressly waiving any other jurisdiction regarding possible disputes arising from the provision of services, application, compliance with or breach of the Conditions set out here for the use of ProjectWise. This Agreement is to be governed by the laws of the state of Missouri. The jurisdiction and venue for litigation between the parties shall be solely and exclusively in Jackson County, Missouri or the United States District Court for the Western District of Missouri.

2. CORRECT USE OF PROJECTWISE

A. The USER on behalf of their respective Organization undertakes to abide by the following rules: Any violation of these rules may result in their immediate expulsion from ProjectWise and the deletion of their USER account. The USER undertakes to use ProjectWise, its content and services in accordance with the law, these General Conditions of Use and Acceptance, morality and public order.

B. The USER undertakes not to use TranSystems for illicit purposes or those contrary to the Conditions of Use, or that harm the interests or rights of others, or in any way that could disrupt, disable, or impede the normal use of the ProjectWise.

C. The USER agrees not to publish any kind of copyright-protected material, without authorization. Any USER found to be publishing content that breaches national or international law currently in force will assume the legal consequences arising from such action, and exempt TranSystems from all responsibility in connection with same.

D. The USER agrees not to extract and distribute TranSystems material to third parties. Data provided in ProjectWise shall be used by authorized users only, and only for work directly related to the project(s) for which the USER was granted access.

E. The USER authorizes TranSystems to reproduce and distribute, in any format, all documentation uploaded by the USER. The USER declares to be the legitimate owner of all uploaded documents.

F. It is forbidden by national and international law to publish illegal content that violates any fundamental individual right, the dignity of the individual, the rights of minors, consumer rights or any content that could be considered negative by TranSystems or by other USERS. Any content considered by TranSystems to be inappropriate for the purpose of ProjectWise will be removed.

G. Once registered, USERS will be able to access ProjectWise by keying in their USER LOGIN ID and password, supplied by TranSystems. The USER LOGIN ID and password are meant to be unique per individual and are not to be shared by the organization (Consultant, Sub-consultant, Client, Contractor or other) it has been assigned to. The USER LOGIN ID and password is not transferable to someone outside the organization (third party) and USER must take the necessary precautions to safeguard it. The USER and the USER'S respective organization are solely responsible for any third-party use of their password. If the USER suspects that their password is being used by another person they must contact TranSystems to rectify this as soon as possible. **IF THE USER BECOMES DISASSOCIATED TO THE ORGANIZATION FOR WHICH INITIAL ACCESS WAS GRANTED, IT IS THE RESPONSIBILITY OF THE ORGANIZATION TO NOTIFY TRANSYSTEMS SUCH USER IS NO LONGER THEIR REPRESENTATIVE SO THEIR ACCOUNT CAN BE DEACTIVATED.**

H. All data provided by the USER in their registration form must be authentic. Should there be any doubts regarding their membership details, the USER is obliged to provide any further information required by TranSystems in order to verify its authenticity.

I. The USER is aware, and voluntarily accepts, that they use ProjectWise at their own risk.

J. The USER also agrees not to destroy, disable, modify or damage data, programs available on ProjectWise, including the use of scripts, computer viruses, macros, applets, ActiveX controls, any another use aimed at overloading ProjectWise, or any other action that may affect its proper functioning. Documents may be modified in accordance with TranSystems normal business processes, but not for illicit purposes.

3. LIABILITY

IN NO EVENT SHALL TRANSYSTEMS, ITS RESPECTIVE BOARD OF DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY WHATSOEVER, FOR DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATIONS, DIRECT, SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, BUSINESS LOSSES, LOST SAVINGS, LOST DATA, LOSS OF USE, LOST PROFITS, PERSONAL INJURY, FINES, FEES, PENALTIES OR OTHER LIABILITIES ARISING FROM OR RELATING TO YOUR USE, RELIANCE UPON OR INABILITY TO USE TRANSYSTEMS' PROJECTWISE, THE CONTENT AND/OR THE SERVICES, WHETHER OR NOT TRANSYSTEMS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND/OR IF YOU TRANSFER CONFIDENTIAL OR SENSITIVE INFORMATION TO TRANSYSTEMS OR IF TRANSYSTEMS COMMUNICATES SUCH INFORMATION TO YOU AT YOUR REQUEST OVER THE INTERNET.

4. USER CONSENT

Consultants, Sub-consultants, Clients, Contractors, and others, by their USERS submitting to TranSystems, the New ProjectWise User Form with their data, are expressly stating to have read and accepted these Conditions of Use, and give their free, informed, specific and unequivocal consent for TranSystems to process their application data in order to offer services on ProjectWise.

5. RESPONSIBILTY FOR PROJECTWISE FUNCTIONING

TranSystems is not responsible for any damage that may occur due to error, omission, lack of timeliness or any other cause, of the information contained on ProjectWise or other sites accessible from it. TranSystems does not assume any responsibility for information added to ProjectWise or other sites by USERS.

TranSystems disclaims any liability arising from interferences or interruptions, viruses, telephone faults, malicious damage by third parties, electronic system downtime, overloading of the Internet or any other cause beyond the control of TranSystems.

TranSystems reserves the right and the power to temporarily suspend access to ProjectWise, without notice, because of maintenance, repair, or any other reason deemed necessary for the proper functioning of ProjectWise.

6. MODIFICATIONS

TranSystems reserves the right to modify and update at any time and without prior notice, the General Conditions of Use and the Privacy Policy of ProjectWise. The USER will be automatically bound by the General Conditions of Use in force at the time of accessing the ProjectWise. It is therefore advisable to read these Conditions of Use from time to time.

7. RIGHT TO CANCEL ACCESS

The USER may exercise their rights of access and rectification, and unsubscribe from ProjectWise services via their USER profile on ProjectWise, by sending an email to: Support@transystems.com.

8. ACKNOWLEDGMENT

The USER acknowledges that it has read this agreement, understands it, and agrees to be bound by it terms and conditions. USER further warrants to TranSystems that the person executing this Agreement on behalf of the USER's organization is duly authorized to do so.