

**AMERICAN ASSOCIATION OF STATE HIGHWAY
AND TRANSPORTATION OFFICIALS**

MASTER LICENSE SOFTWARE AGREEMENT

MLA Agreement Number _____

This Master Agreement is made this _____ day of _____, 20____, by and between the American Association of State Highway and Transportation Officials, Inc., a corporation of the District of Columbia, with offices at 444 N. Capitol Street, N.W., Suite 249, Washington, D.C. 20001, (hereinafter "AASHTO"), and the organization named below, (hereinafter the LICENSEE), for the license and use of software products described herein.

ORGANIZATION Name _____

Address _____

City _____ State _____ Zip Code _____

1. **Supplemental Agreements:** The LICENSEE and AASHTO shall have the right to enter into Supplemental Agreements pursuant to this Master Agreement, which shall contain the specific terms and conditions relating to the licensing and use of any of the Software Products covered by this Master Agreement, which Supplemental Agreements shall be considered to be incorporated into this Master Agreement and subject to all the terms and conditions thereof. This Master Agreement in and of itself does not license any specific Software Product, execution of a Supplemental Agreement under this Master Agreement being required to initiate such a license.
2. **Software Products:** The Software Products covered by this Master Agreement are all owned by AASHTO, and a list and brief description of those Software Products available from AASHTO and/or under development by AASHTO at the time the Master Agreement was executed is attached hereto as The Catalog. This list of The Catalog may be added to from time to time by AASHTO, and AASHTO reserves the right to withdraw Software Products from the list, but in so doing shall honor the terms of any Supplemental Agreements then outstanding covering such withdrawn Software Products. Supplemental Agreements executed pursuant to this Master Agreement shall specifically identify the AASHTO Software Product(s) being licensed, and any such Software Product(s) identified in such Supplemental Agreements shall be deemed to be included within this definition of Software Products and this Master Agreement.
3. **Grant of License:** AASHTO hereby grants, and the LICENSEE accepts, on the following terms and conditions, a limited, nontransferable and nonexclusive license to use AASHTO's Software Product(s) as identified and described in any Supplemental Agreements executed pursuant to this Master Agreement, which Supplemental Agreements are incorporated by reference herein. The LICENSEE's rights under this Master Agreement are those of a licensed user only, and the Software Product(s) shall at all times remain the property of AASHTO.
4. **Term:** This Master Agreement is effective from the date hereof and shall remain in force until terminated. The LICENSEE may terminate this Master Agreement at any time by notifying AASHTO in writing of its intent, which notification shall specify a termination date. All Supplemental Agreements to this Master Agreement would also be considered terminated on the termination date specified in such notification. The LICENSEE may terminate any Supplemental Agreement by similarly notifying AASHTO of its intent. Terminations of Supplemental Agreements do not terminate this Master Agreement. Termination of Supplemental Agreements either through termination of this Master Agreement or through termination of a specific Supplemental Agreement will require destroying the original and all copies, in whole or in part, in any form, including partial copies and modifications of the Software Product(s) received from AASHTO or made in connection with this Master Agreement. AASHTO may require the LICENSEE to terminate this Master

Agreement in the manner described above if the LICENSEE fails to comply with any of the terms and conditions of this Master Agreement.

5. **Use:** This Master Agreement and the Software Products may not be assigned, sublicensed, or otherwise transferred by the LICENSEE without prior written consent from AASHTO.
6. **Permission to Copy and Modify:** Any Software Product materials provided by AASHTO under this Master Agreement in machine readable form may be copied, in whole or in part, in printed or machine readable form, for use by LICENSEE, for archives or emergency restart purposes, to replace a worn copy, to understand the contents of such machine readable materials, or to modify the material as provided. The original and any partial or complete copies of materials named hereunder shall be the property of AASHTO.
7. **Protection and Security:** The LICENSEE agrees not to provide or otherwise make available the Software Product(s) provided under this Master Agreement in any form to any person other than the LICENSEE's designated personnel. The LICENSEE agrees to notify AASHTO immediately of the unauthorized possession, use, or knowledge of the Software Product(s) supplied under this Master Agreement, by any person or organization not authorized by this Master Agreement to have such possession, use, or knowledge. The LICENSEE will promptly furnish full details of such possession, use, or knowledge to AASHTO, will assist in preventing the recurrence of such possession, use or knowledge, and will cooperate with AASHTO in any litigation against third parties deemed necessary by AASHTO to protect its proprietary rights. The LICENSEE's compliance with this paragraph shall not be construed in any way as a waiver of AASHTO's rights to recover damages or obtain other relief against the LICENSEE for its negligent or intentional harm to AASHTO's proprietary rights, or for breach of contractual rights.
8. **Responsibilities of the LICENSEE:** The LICENSEE shall be exclusively responsible for the supervision, management, and control of its use of the Software Product(s) provided under this Master Agreement, including but not limited to: (1) assuring proper machine configuration, (2) establishing adequate backup plans for the software, and (3) implementing sufficient procedures to satisfy its requirements for security and accuracy of input, security of the output, proper execution of software, and accurate reproduction of output as well as restart, and recovery in the event of a malfunction.

Any LICENSEE modifications to the Software Products(s) are the responsibility of the LICENSEE to maintain.

9. **Warranty:** AASHTO makes no warranty regarding the performance or results that may be obtained by using the Software Product(s) provided under this Master Agreement, or that it is appropriate for the LICENSEE's purposes, or that it is error free.

The sole obligation of AASHTO shall be: (1) to make available to the LICENSEE all published modifications or updates made by AASHTO to the Software Product(s) provided to it for a period of 90 days after the effective date of this Master Agreement, or any Supplemental Agreement executed pursuant to this Master Agreement, and (2) to make available to the LICENSEE all such modifications or updates after the initial 90 days, only in the event the LICENSEE has a current Supplemental Agreement(s) with AASHTO.

10. **Limitation of Liability:** The foregoing warranty is in lieu of all other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
11. **Patent, Copyright, and Trade Secret Indemnification:** AASHTO will defend at its expense any action brought against the LICENSEE to the extent that it is based on a claim that the Software Product(s), provided under this Master Agreement and used within the scope of the license hereunder infringes a United States copyright or United States letters patent, or a trade secret. AASHTO shall have no liability for any claim of copyright, patent or trade secret infringement made

on : (1) use of other than the latest unmodified release of the materials from AASHTO if such infringement would have been avoided by use of the latest materials, or (2) use or combination of the licensed materials with non-AASHTO programs or data if such infringement would have been avoided by use or combination of the licensed materials with other programs or data. The foregoing states the entire liability of AASHTO with respect to infringement of any copyright, patent or trade secret by the Software Product(s) or any part thereof, and AASHTO shall have no liability with respect to any other proprietary rights.

12. **Right of Source Program:** If AASHTO, whether directly or through a successor or affiliate, shall cease to be a provider of Software Products, or if AASHTO should be declared bankrupt or insolvent by a court of competent jurisdiction, LICENSEE shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source programs for all programs supplied under this Master Agreement, and a single copy of the documentation associated therewith, upon payment to the person in control of the source program the reasonable cost of providing each copy. Each source program supplied to LICENSEE under this paragraph shall be subject to each and every restriction on use set forth in this Master Agreement, and LICENSEE acknowledges that the source programs and their associated documentation are extraordinarily valuable proprietary property of AASHTO and will guard against unauthorized use or disclosure with great care.
13. **Charges:** The license fees shall be set forth in Supplemental Agreements, and are incorporated by reference herein.
14. **General:** The term “Master Agreement” as used herein includes any future written amendments, modifications, supplements, or attachments made in accordance herewith. The LICENSEE agrees that its acceptance of the Software Product(s) from AASHTO under this Master Agreement is conclusive evidence that the license for such software is governed by the terms of this Master Agreement.

If any provision of this Master Agreement is determined to be unenforceable or invalid under any applicable statute or rule of law, the remaining provisions of this Master Agreement shall not be affected and shall remain in full force and effect.

The LICENSEE’s remedies in this Master Agreement are exclusive.

AASHTO and LICENSEE acknowledge that they have read this Master Agreement, understand it, and agree to be bound by its terms, and further agree that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of the Master Agreement.

This Master Agreement shall be governed by the laws of the District of Columbia.

In the event of any conflict between the terms and conditions of this Master Agreement and the terms and conditions of any subsequent purchase order, the terms and conditions of the Master Agreement shall control.

For AASHTO:

For the AGENCY:

Name: Jagannath Mallela

Name: _____

Signature: _____

Signature: _____

Title: Project Manager

Title: _____

Date: _____

Date: _____