

Kimley-Horn Technology Solutions, Inc. Terms of Use

Thank you for using web-based services and related apps and technologies provided by Kimley-Horn Technology Solutions, Inc. and its affiliates (“KHTS”). The term “Services” as used in these Terms of Use (“Terms”) refers to the products, services, websites, content, databases, software, technologies, and tools delivered by KHTS and that link or otherwise refer to these Terms, or that are delivered through a website or service that links or refers to these Terms.

These Terms constitute a binding, legal agreement between KHTS and you. Please read these Terms carefully. By clicking or checking “I Accept” or similar language, or otherwise by using the Services, you agree to these Terms. If you do not agree with these Terms, then you may not access or use the Services.

PLEASE NOTE: If the entity that employs you has a separate agreement with KHTS or one of KHTS’ affiliates relating to the Services, then in the event of a conflict between these Terms and the terms of such agreement, the terms of such agreement shall control.

We reserve the right to change these Terms at any time by posting the changes within our Services. Your continued use of Services following such modifications will be conclusively deemed acceptance of any changes to these Terms.

Your use of certain Services may be subject to additional terms, which may be presented to you for acceptance when you sign up for those Services or may otherwise be accessible through the Services (“Supplemental Terms”). Supplemental Terms will be considered part of these Terms. In the event of any conflict between these Terms and any Supplemental Terms, the Supplemental Terms will control with respect to your use or access of the Services associated with such Supplemental Terms.

Account Registration

To use certain parts of the Services, you may need to register and provide basic information to us, such as your email address and your choice for password. You represent that the information that you provide about yourself in the account registration process is complete and accurate.

You are responsible for keeping your password confidential, keeping your personal information private, and for promptly notifying us if your password has been hacked or stolen or if you become aware of unauthorized use of your account. You may not register for an account on behalf of an individual other than yourself, and you may not register on behalf of any entity.

Your account is for your personal use only. You may not authorize others to use your account, and you may not assign or transfer your account.

Content

The Services may allow you to upload or otherwise add through the Services information, text, graphics, photos, audio, video, and/or other materials and content (“Content”). You represent and warrant that you own or have the full right to provide all Content that you provide through the Services (“Your Content”), and that Your Content does not infringe any third-party rights, including any intellectual property, publicity or privacy rights.

KHTS does not obtain ownership of Your Content. You hereby grant KHTS a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable and transferable license to use, distribute, reproduce, modify, prepare derivative works of, perform and display Your Content in connection with the Services and KHTS' business, including for promoting the Services, in all media now known or hereafter devised, and through any media channels. If perpetual license terms are not allowed by law, the term shall be for the longest period allowed by applicable law.

KHTS does not adopt, endorse, or accept responsibility for Your Content or any third-party Content. You agree that KHTS will not be liable for any loss or damage resulting from your reliance on Your Content or any third-party Content available through the Services.

KHTS reserves the right (but has no obligation) to pre-screen, review, flag, filter, modify, refuse, or remove Content from the Services. KHTS may disclose any Content to a third party as KHTS deems necessary to satisfy any applicable law, regulation, legal process or governmental request or refuse to post or to remove any Content for any reason in KHTS' sole discretion.

After termination of your use of any Services, except as required by applicable law, KHTS does not have any obligation to destroy, return or retain Your Content relating to your use of such Services. It is your sole responsibility to backup and export Your Content prior to termination.

Your Right to Use the Services

KHTS grants you a non-exclusive, non-transferable, limited license to use the Services in executable form for your personal, non-commercial use only. Except for such permitted access and use, you may not copy, reproduce, republish, transmit, distribute, use or create derivative works of the Services without KHTS' prior written consent.

You may not rent, lease, lend, sell, redistribute or sublicense the Services. You may not copy (except as expressly permitted by the above license), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Services, any updates, or any part thereof. Any attempt to do so is a violation of our rights and the rights of our licensors.

You agree to use the Services in compliance with all applicable laws, rules, regulations and standards, including laws, rules, regulations and standards relating to the privacy of individually identifiable information.

Software, functionality and other materials that are made available for downloading, access, or use on or from the Services may, in addition, have their own license terms, conditions, and notices, and you agree to be governed by such terms, conditions, and notices. Your use of the Services is conditioned upon your acceptance and compliance with these Terms and any other applicable terms, conditions, and notices.

Prohibited Activities. You agree not to, in connection with your use of the Services:

- violate any local, state, national or foreign laws and regulations;
- delete or revise any material or other information included in the Services, except where expressly allowed by the Services;
- access any information about other users, including e-mail addresses;

- take any action that unreasonably or disproportionately utilizes the Services' infrastructure or interferes with the proper working of the Services;
- solicit other users to join or support other services or organizations;
- engage in any other conduct that restricts or inhibits any other person from using or enjoying the Services;
- violate or attempt to violate the security of the Services;
- knowingly include or use any false or inaccurate information in any profile;
- upload, post, email or otherwise transmit any advertising, promotional materials, junk mail, spam, chain letters, "pyramid schemes" or any other form of solicitation, as well as viruses or other computer code that may interrupt, destroy, or limit the functionality of the Services;
- upload, post, email or otherwise transmit any content to which you do not have the lawful right to copy, transmit and display (including any content that would violate any confidentiality or fiduciary obligations that you might have with respect to the content);
- upload, post, email or otherwise transmit any content that infringes the intellectual property rights or violates the privacy rights of any third party (including copyright, trademark, patent, trade secret, or other intellectual property right, or moral right or right of publicity); or
- upload, post, email or otherwise transmit any content that is untruthful, illegal, misleading, defamatory, indecent, obscene, inappropriate, threatening, harassing, bigoted, abusive, degrading, or otherwise offensive or objectionable;
- create a false identity, impersonate any person, disguise the origin of Your Content, or misrepresent your affiliation with any other person or entity, including KHTS; or
- encourage or instruct any other person or entity to do any of the foregoing.

Collaboration Features

The Services may allow you to post comments, send messages, engage in chats, or engage with other collaboration features ("Collaboration Features").

You agree to post and send Content using Collaboration Features that are proper and comply with these Terms.

You agree to be careful about the personal information that you disclose about yourself and others, and in particular, you should not disclose sensitive, proprietary or confidential information about others in any public area of the Services. In using Collaboration Features, you agree to respect other persons' privacy rights. Any information disclosed by You through use of Collaboration Features is not private and is not subject to any privacy protections.

Intellectual Property

You acknowledge that KHTS and its licensors solely own all rights in and to the Services, and the associated Content, software, scripts, graphics source code, algorithms, data structures, methods, screen formats, and concepts, including all related patent, copyright, trade secret, trademark, and other intellectual property rights. You will not remove any copyright or other proprietary notices from the Services or any copies thereof.

KHTS reserves all rights not expressly granted hereunder. The license granted herein does not constitute a sale of any intellectual property associated with the Services.

You acknowledge and agree that any violation of the terms of this Section would irreparably harm KHTS and that KHTS may enforce the terms of this Section through injunctive relief, without limitation to any other rights and remedies available to it.

These Terms covers any future releases and updates of the Services that you may use, unless any such update is subject to a separate agreement.

You agree to access the Services and associated data only through the interface that is provided by us for accessing the Services. You agree not to use any automated means, including agents, robots, scripts, spiders, offline readers, and screen scraping tools, to access, monitor, download or copy any part of the Services, including Content associated with the Services, unless we have provided prior written consent.

All rights in trademarks, trade names, logos, service marks, and trade dress ("Trademarks"), displayed in connection with the Services belong exclusively to KHTS or other respective owners. Nothing gives you any license or right under the Trademarks or any other intellectual property of KHTS or any third party unless expressly stated in these Terms.

Disclaimers

The Services are provided by KHTS on an "AS IS" and "AS AVAILABLE" basis. KHTS makes no representations or warranties of any kind, express or implied, as to the Services and information, content or materials made available through the Services ("KHTS Content"). You agree that your use of the Services and KHTS Content is at your sole risk. The Services and KHTS Content could include inaccuracies or typographical errors.

You acknowledge that KHTS and its suppliers do not control the transfer of data over telecommunications facilities, including the Internet, and that Internet accessibility carries with it the risk that your privacy, confidential information and property may be lost or compromised.

The Services may consist of tools that assist with engineering tasks. You acknowledge and agree that the Services do not substitute for any engineering analysis and design, and KHTS does not provide engineering services. You are solely responsible for verification of results obtained from the Services.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, KHTS DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. KHTS DOES NOT WARRANT THAT THE SERVICES OR KHTS CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR KHTS CONTENT OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Limitation of Liability

KHTS' liability for breach of these Terms or any other cause of action arising under or relating to these Terms is limited to your right to terminate use of the Services. In no event will KHTS or its affiliates, officers, employees, or any party involved in creating or delivering the Services be liable for any damages of any kind, including without limitation any direct, incidental, consequential, indirect, special, or punitive damages, for any personal injury or death, any lost profits or loss of revenue, or damages resulting from lost data arising out of or relating to your use of the Services,

including your reliance on any information provided through the Services. Without limiting the foregoing, you agree that in no event shall KHTS be liable to you in an amount exceeding \$25. If you have a dispute with another user of the Services, you release KHTS from any claims, demands, and damages of any kind arising from such dispute.

We do not guarantee or warrant that access to the Services will not result in, or that any content or software made available through the Services will be free of, infection from viruses, worms, Trojan horses or other destructive code.

These limitations apply whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if KHTS has been advised of the possibility of such damage. Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, KHTS' liability in such jurisdictions shall be limited to the extent permitted by law.

KHTS ASSUMES NO LIABILITY AS TO THE RELIABILITY, ACCURACY, VALIDITY, TIMELINESS, USEFULNESS OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THE SERVICES.

Indemnification

You agree to defend, indemnify, and hold harmless KHTS and its officers, directors, employees, affiliates, agents and its partners and suppliers (including third parties who contribute to the Services) from any loss, damage, expense, or cost (including reasonable attorney's fees) resulting from or relating to:

- (a) your access to or use of the Services;
- (b) your violation of any of the provisions of these Terms;
- (c) any activity related to your account by you or any other person accessing the Services through your account, including negligent or wrongful conduct; or
- (d) your violation of any third-party right, including any intellectual property right, publicity, confidentiality, property or privacy right.

KHTS reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

Choice of Law and Jurisdiction

We operate and control the Services from the State of North Carolina, USA. We make no representation that any part of our Services is appropriate for use outside of the United States. If you choose to access our Services from locations other than the United States, you do so on your own initiative and are responsible for compliance with applicable laws and regulations.

These Terms and the relationship between you and us are governed by and construed in accordance with the laws of the State of North Carolina, without regard to its principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (USA) do not apply to these Terms. You and KHTS each irrevocably agrees that the exclusive venue for any action or proceeding arising out of or relating to these Terms or our relationship with you, regardless of theory, shall be the state and federal courts located in Wake County, North Carolina. You and KHTS each also irrevocably consent to the personal jurisdiction of these courts and waive any and all objections to the

exercise of jurisdiction by these courts and to this venue. Notwithstanding the foregoing, however, you agree that KHTS may commence and maintain an action or proceeding seeking injunctive or other equitable relief in any court of competent jurisdiction.

Children

The Services are not intended or licensed for use by children under age 18. We will not knowingly collect personally identifiable information in connection with the Services from children under 18. If you are under 18 years old, please do not use the Services.

Changes

We may enhance, modify, delete and replace features in the Services from time to time without notice to you.

Termination

We may discontinue offering the Services and we may suspend or terminate your right to use the Services at any time, for any or no reason. We may also suspend or terminate your right to use the Services in the event we determine in our sole discretion that you have breached these Terms. After such termination, we will have no further obligation to provide the Services to you.

Your violation of these Terms or unauthorized use or access of our intellectual property and/or systems may result in legal liability (including, without limitation, monetary damages) to you.

Any suspension, termination, or cancellation will not affect provisions in these Terms which by their nature are intended to survive such suspension, termination, or cancellation, including the Sections entitled "Intellectual Property", "Disclaimers", "Limitation of Liability", "Indemnification", "Choice of Law and Jurisdiction", and "Additional Terms".

Copyright Policy

KHTS respects the intellectual property rights of others and expects Services users to do the same. In accordance with the Digital Millennium Copyright Act of 1998, KHTS will respond expeditiously to claims of copyright infringement committed using the Services that are reported to our Designated Copyright Agent identified below. If you are a copyright owner or an agent thereof and believe that your copyright has been infringed, you may submit a DMCA notification by filing a notice with our Designated Agent. To file a copyright infringement notification with us, please send a written communication that includes the following:

- Identification of the copyrighted work that you believe has been infringed.
- Identification of the material that you claim is infringing or which you claim is the subject of infringing activity.
- Sufficient information to permit us to locate the material.
- Information reasonably sufficient to permit us to contact you, such as name, address, telephone number and email address.
- The following statement: "I have a good faith belief that use of the copyrighted materials in the manner complained of is not authorized by the copyright owner, its agent, or the law."

- The following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
- Your physical or electronic signature.

Such written notice should be sent to us by email: khts@kimley-horn.com or letter to the following designated copyright agent:

Kimley-Horn Technology Solutions, Inc.
Attn: General Counsel, Copyright Agent
421 Fayetteville Street, Suite 600
Raleigh, North Carolina 27601

Additional Terms

These Terms, together with any Supplemental Terms, constitute the entire agreement between you and KHTS concerning the Services, and supersede all previous written and oral understandings and agreements. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

You may not assign or transfer these Terms, by operation of law or otherwise, without KHTS' prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. KHTS may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

You agree that any comments, suggestions, ideas, feedback or other information submitted to KHTS relating to modifying or improving the Services ("Feedback"), whether solicited or unsolicited, are non-confidential and shall become our sole property. KHTS may use and disclose Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. In the event your jurisdiction does not allow rights in Feedback to be transferred as described above, you hereby grant to KHTS a worldwide, non-exclusive, royalty-free, perpetual license to use and disclose Feedback.

You may not use or otherwise export or re-export any software associated with the Services except as authorized by United States law and the laws of the jurisdiction in which such software was obtained.

The parties are and shall remain independent contractors. Nothing in these Terms shall be construed to constitute the parties as partners, joint venturers, agents or anything other than independent contractors.

You represent and warrant that you have the right and authority to agree to these Terms and are not prohibited from using the Services.

When the term "including" is used in these Terms, it shall be interpreted to mean "including, without limitation," so that the items after the term "including" are understood to be illustrative

only and not a complete list.

Contact us

Please contact us at khts@kimley-horn.com if you have any questions concerning our Terms.

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