

55 BROADWAY CAMBRIDGE, MA 02142 Volpe.DOT.gov

## AAM License Agreement

By downloading AAM the Licensee accepts the terms and conditions listed below (License Agreement") governing the use of the Advanced Acoustic Model (AAM) Application.

1. <u>Licensor, Licensee Defined</u>: The term Licensor means the Volpe National Transportation Systems Center (Volpe Center), U.S. Department of Transportation, U.S. Government, including each and all such entities. The term "Licensee" refers to the individual or legal entity that has executed this License Agreement and ordered the AAM Application.

2. <u>Rights Granted</u>: The use of the AAM Software and Reference Data (together referred to as the 'AAM Application') provides the Licensee with a nonexclusive, nontransferable, limited, perpetual license subject to the terms and conditions of this License Agreement. The AAM Application may be installed and used on any computer that the Licensee owns, controls or is otherwise responsible for. Licensee may allow its employees or agents to use the AAM Application subject to the terms of this License Agreement, and Licensee is responsible for their compliance with this License Agreement. The AAM Application may not be shared with third parties that have not executed this License Agreement with the Volpe Center. The U.S. Government retains all ownership rights in the intellectual property in the AAM Application.

3. <u>Protection from Unauthorized Use</u>: Licensee shall use reasonable means to protect the AAM Application from unauthorized use, reproduction, distribution, or publication.

4. <u>Maintenance and Updates</u>. This License does not entitle Licensee to any maintenance or technical support, although the Volpe Center may, in its sole discretion, provide limited technical support for installation and initialization of the AAM Application upon request. The Volpe Center may issue periodic updates to the AAM Application. As long as the Licensee is in compliance with this License Agreement, Licensee is eligible to receive updates. The Volpe Center will inform Licensees of the availability of such updates. Licensee is responsible for maintaining a valid electronic address to receive such notification and for contacting the Volpe Center to obtain the update.

5. <u>Prohibition on Transfer of Embedded Products</u>: transfer of the embedded Products in the AAM Application is prohibited except for temporary CPU transfer in the event of computer malfunction; assignment, time-sharing, lending, leasing, or rental of the AAM Application or use for commercial network services or interactive cable or remote processing services; title to the embedded Product in the AAM Application from passing to an End User or any other party. Embedding of the AAM Application or its components into external software without expressed written authorization by the Volpe Center is prohibited.

6. <u>Prohibition on Reverse Engineering and Repackaging</u>: Reverse engineering, disassembly, or decompilation of the AAM Application is prohibited. Repurposing and/or repackaging of the AAM Application is prohibited.

7. <u>No Warranties</u>: The U.S. Government makes no promise and does not warranty that the AAM Application will perform error-free or uninterrupted. Licensee installs and uses the AAM Application at its sole risk.

8. <u>Limitation on Liability; Choice of Law; Jurisdiction</u>: To the maximum extent permitted by federal law, the U.S. Government disclaims liability for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from the installation, use or failure to provide updates of the AAM Application including, but not limited to, liability for use of AAM Application in high-risk activities or liability related to any Data supplied by the Licensor. This License Agreement is subject only to federal law. Jurisdiction over claims asserted under this license rests only in a federal court of competent jurisdiction in Washington D.C. or Boston, Massachusetts.



50 YEARS 1970 - 2020 TRANSPORTATION INNOVATION FOR THE FUBLIC GOOD 55 BROADWAY CAMBRIDGE, MA 02142 Volpe.DOT.gov

9. <u>Termination</u>: The Volpe Center may terminate this License at its sole discretion for any violation of this License Agreement. Upon receipt of a notice of termination, Licensee shall immediately destroy or delete all copies of all versions of the AAM Application on any of its devices.

10. <u>Export Law Compliance</u>: Licensee shall comply fully with all relevant export laws and regulations of the United States to ensure that the AAM Application is not exported, directly or indirectly, in violation of United States law.

11. <u>Force Majeure</u>: Neither party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party.

<u>12. Headings</u>: headings are for convenience of the parties and do not constitute terms or conditions of this License Agreement.