



## ELECTRONIC INFORMATION LICENSE & USAGE AGREEMENT

**THIS AGREEMENT** is made as of \_\_\_\_\_, 20\_, by and between \_\_\_\_\_ (hereinafter called "User") and Burns & McDonnell Engineering Company, Inc., a Missouri Corporation (hereinafter called "BMcD").

### ARTICLE 1. PURPOSE

The purpose of this Agreement is to establish policy and define the responsibility of all contractors, consultants, temporaries, and others (hereinafter referred to as "Users") working with BMcD regarding the use of BMcD's Electronic Resources. This Agreement grants the User a limited, revocable, non-exclusive license to use BMcD's Electronic Resources only pursuant to the terms of this Agreement, and transfers no ownership rights to the User in and to any Electronic Resources, in whole or in part.

### ARTICLE 2. INTRODUCTION

#### 2.1 Definitions

The term "Intellectual Property" in this Agreement refers to the following, either commercial or BMcD-owned or furnished:

- Computer programs (software);
- Data files;
- Documentation;
- Articles;
- Graphics files; or
- Music, sound, or other media files.

The term "Electronic Resources" in this Agreement refers to the following information systems and to the Intellectual Property stored or used on those systems, including, but not limited to:

- All types of computer systems including, but not limited to, smart phones, personal digital assistants (PDAs);
- Fax machines;
- Internet/Intranet/Extranet and World Wide Web (Web) access and usage;
- Voicemail;
- Electronic Mail (e-mail);
- Intellectual Property; or,
- BMcD provided or procured electronic storage media (fixed or portable).

A handwritten signature in blue ink, appearing to be "W. K. ...", with two horizontal lines drawn underneath it.



The term "Proprietary Information" as used in this Agreement means all information disclosed to User by or on behalf of BMcD pertaining to marketing, financial, and/or business activities, planned or actual; including without limitation, information provided regarding current and prospective clients, projects, markets, services, research, proprietary technology, or trade secrets. Mailing lists or lists of current and prospective clients or projects shall be considered proprietary even if the names are generally available to the public from a combination of other sources.

## **2.2 Scope of License**

Electronic Resources allow Users quickly and efficiently access and exchange information throughout BMcD and around the world. When used properly, these resources greatly enhance productivity and knowledge. In many respects, these tools are similar to other BMcD tools, such as stationery, file cabinets, photocopiers, and telephones. Because these resources are constantly and rapidly changing, it is important to explain how they fit within the BMcD and within your responsibilities as an User.

This Agreement applies to all Electronic Resources that are owned or leased by BMcD, that are used on or accessed from BMcD premises, or that are used for BMcD business. This Agreement also applies to all activities using any BMcD-paid accounts, subscriptions, or other technical services, such as Internet and Web access, voicemail, and e-mail, whether or not the activities are conducted from BMcD premises.

BMcD's Electronic Resources are provided for use solely in the pursuit and conduct of BMcD business and are to be reviewed, monitored, and used only in that context, except as otherwise provided in this Agreement.

## **ARTICLE 3. WARNING**

As you use BMcD's Electronic Resources, it is important to remember the nature of the information created and stored there. Because they seem informal, e-mail messages, voicemail messages, and messages posted on the Internet are sometimes offhand, like a conversation, and not as carefully thought out as a letter or memorandum. However, even after you delete these messages or close a computer session, the information may still be recoverable and may even remain on the system. You must assume that any information may be recoverable and can potentially be subject to subpoena or other compulsory production and made public in legal proceedings. You should keep this in mind when creating e-mail messages, voicemail messages, messages on the Internet, and other information on the computer.

## **ARTICLE 4. PRIVACY**

When you use BMcD's Electronic Resources, you create information using a BMcD asset. BMcD respects the individual privacy of its Users. However, that privacy does not extend to an User's work-related conduct or to the use of BMcD-provided Electronic Resources or supplies.

All information, including e-mail messages and files, that are created, sent, stored, or retrieved over BMcD's Electronic Resources are the property of BMcD, and should not be considered private or confidential. Users have no right to privacy as to any information or file transmitted or stored through BMcD's computer, voicemail, e-mail, telephone, or other electronic systems.

Any electronically stored information that you create, send to, or receive from others may be retrieved and reviewed by the management of BMcD. Users should also be aware that even when a file or message is erased or a visit to an Internet or Web site is closed, it is still possible to recreate the message or locate the Web site. BMcD reserves the right to monitor your use of its Electronic Resources at any time. All



information, including text and images, may be disclosed to law enforcement or to other third parties without prior consent of the sender or the receiver.

Although you may have passwords to access computer, voicemail, and e-mail systems, these Electronic Resources belong to BMcD, are to be accessible at all times by BMcD, and are subject to inspections by BMcD with or without notice. BMcD may override any applicable passwords or codes to inspect, investigate, or search an User's files and messages.

## **ARTICLE 5. SECURITY ISSUES**

### **5.1 Confidential Information**

E-mail and Internet/Web access are not entirely secure. Others outside of BMcD may also be able to monitor your e-mail and Internet/Web access. For example, Internet sites maintain logs of visits from users. These logs identify which company, and even which particular person, accessed the service. If your work using these resources requires a higher level of security, please ask the BMcD Information Technology department for guidance on securely exchanging e-mail or gathering information from sources such as the Internet or World Wide Web.

All Users should safeguard BMcD's confidential information and Proprietary Information, as well as that of customers and others, from disclosure. Do not access new voicemail or e-mail messages with others present. Messages containing confidential information should not be left visible on-screen while you are away from your work area. Also, be careful when forwarding or attaching confidential information to a message to ensure that only those who are authorized receive the information.

Internal BMcD e-mail which is labeled as "Internal Burns & McDonnell Engineering Company, Inc. Distribution Only" or similar designation, is meant to be confidential within BMcD and must not be forwarded outside of BMcD. E-mail messages containing confidential information should include the following statement, in all capital letters, in the subject line: "CONFIDENTIAL: UNAUTHORIZED USE OR DISCLOSURE IS STRICTLY PROHIBITED."

Instant messaging sessions, while valuable and encouraged for informal discussion/collaboration, are neither automatically saved nor archived, and, therefore, should not be used as the official "document of record" on projects.

Automatic screen locking of computer systems is set for 20 minutes and is a BMcD system standard. Once locked, a password is required to re-enable access.

BMcD's Electronic Resources should be considered "unclassified" systems. Therefore, classified information may not be processed, entered, or stored on a BMcD Electronic Resource, unless you are completely certain the resource is able to hold classified information. Information is typically considered classified if it is Top Secret, Secret, or Confidential information which requires safeguarding in the interest of National Security.

Critical and/or project-related data should be stored on BMcD file servers or other data repositories to ensure availability and proper backups. Because critical data should be on servers, repositories, etc., backups of individual PCs should not be required. Storing and/or sharing of personal data on file servers is prohibited.

### **5.2 Passwords**



### **5.2.1 Selection and Application Implementation**

Passwords are an essential component of BMcD's computer and network security systems. To ensure that these systems perform as intended, users must choose passwords that are difficult to guess. This means that passwords must NOT be related to one's job or personal life. For example, a car license plate number, a spouse's name, or fragments of an address must not be used.

Passwords must not be stored in readable form in batch files, automatic log-in scripts, software macros, terminal function keys, in computers without access control systems, or in other locations where unauthorized persons might discover them. Similarly, passwords must not be written down. Aside from initial password assignment and password reset situations, if there is reason to believe that a password has been disclosed to someone other than the authorized user, the password must immediately be changed.

### **5.2.2 Unacceptable Use**

Regardless of the circumstances, passwords must never be shared or revealed to others. To do so exposes the authorized user to responsibility for actions that the other party takes with the disclosed password. If users need to share computer-resident data, they should use electronic mail, public directories on local area network servers, and other mechanisms.

All passwords for Electronic Resources, BMcD-owned software, or personally owned software installed on BMcD-owned Electronic Resources must be made available to the BMcD Information Technology department upon request. That department has tools and processes that should make asking for a password rare.

Do not provide passwords to other Users, and never access any Electronic Resources using another User's credentials.

Except where BMcD is providing a specific service and the password is specific for that service and user, do not provide a password to anyone outside of BMcD.

### **5.2.3 Protection of Electronic Resources from Viruses and Related Threats**

To assure continued uninterrupted service for both computers and networks, all users must keep current versions of approved virus-screening software enabled on their computers.

Users must not bypass scanning processes that could arrest the transmission of computer viruses.

Users should not open email attachments or run executable programs sent to them via email or obtained through other unsecured points of access unless the user is completely sure the source is trusted and the user has up to date virus/malware software enabled.

### **5.2.4 Encryption and Encoding**

In order to facilitate BMcD's access to information on its Electronic Resources, you may not encrypt or encode any voicemail or e-mail communication or any other files or data stored or exchanged on BMcD systems without the express prior written permission from a BMcD Information Technology Director or Manager. As part of this approval, the BMcD Information Technology Director or Manager will indicate a procedure for you to deposit any password, encryption key or code, or software with the Information Technology department so that the encrypted or encoded information can be accessed in your absence.



## **ARTICLE 6. INTELLECTUAL RIGHTS POLICIES AND RELATED PROCEDURES**

### **6.1 Duplication of Intellectual Property**

Do not copy or distribute Intellectual Property through the e-mail system or by any other means unless you have confirmed in advance from appropriate sources that BMcD has the right to copy, download, or distribute the material.

Failure to observe a copyright may result in termination of this Agreement by BMcD as well as legal action by BMcD and/or the copyright owner. Refer to the Indemnity provisions of Article 9, below.

BMcD has no obligation to provide a defense for claims asserted against, or pay damages assessed against, Users for conduct in violation of this Agreement or applicable law.

### **6.2 Use of Downloaded Internet Information**

Do not use any design programs from the Internet for design of projects without the knowledge of the BMcD Global Practice manager or designee, unless the programs are upgrades from the official Websites of software purchased by BMcD.

Data from the Internet should not be used until due diligence has been performed to assure the accuracy of the data and whether or not the same is protected by any copyrights.

### **6.3 Commercial Software**

Most of the computer software used at BMcD requires that an individual license be purchased for each user using the software. Before installing any software, you must contact the BMcD Information Technology software administrator who will verify that BMcD can manage the software on BMcD systems, and that use of the same prevents the introduction of computer viruses, and meets obligations under any applicable software licenses and copyright laws.

Users are prohibited from installing any software on any BMcD Electronic Resources without the expressed prior written permission from the BMcD Information Technology Director, except as otherwise allowed in this Agreement.

### **6.4 Personally Owned Electronic Resources**

No personally owned electronic resources should be connected in any way to BMcD's network. An exception requires expressed prior written permission from the BMcD Information Technology Director. A "guest" network is provided to connect non-BMcD owned and managed computers to the Internet.

### **6.5 Personally Owned Software, Including Screen Saver Programs**

To ensure that only legal software is installed on BMcD computers, we will ask that you provide proof of purchase and a certification that personally owned software is being used within the terms of the license agreement. Contact the BMcD Information Technology Director for the procedure.

Exception to this Agreement is software that came packaged on a smart phone or PDA.



## **6.6 Music, Video, and Other Media Files**

Users are prohibited from downloading media files to their hard drive or network server, except for specific business purposes as authorized by Information Technology.

## **ARTICLE 7. OTHER USER RESPONSIBILITIES AND RULES OF USE**

### **7.1 Prohibition of Offensive Material**

Information or images displayed on the User's computer, or messages stored and/or transmitted by computer, voicemail, e-mail, or telephone systems by an User, must not contain content that may reasonably be considered offensive to any person or in violation of any law. Offensive material includes, but is not limited to:

- Pornography;
- Sexual comments;
- Jokes or images;
- Racial slurs; or,
- Gender-specific comments, or any comments, jokes or images that would offend someone on the basis of his or her race, color, creed, sex, age, national origin or ancestry, physical or mental disability, veteran status, as well as any other category protected by federal, state, or local laws.

Any use of Electronic Resources to harass or discriminate is unlawful and strictly prohibited by BMcD and may violate federal and state laws. Any suspected violation of this Article 7 may result in suspension of the User's license and usage rights under this Agreement. Verification of such violation will result in immediate termination of such license and usage rights, in addition to other legal remedies or recourse.

### **7.2 Personal Use of Electronic Resources**

Users are allowed to use BMcD's Electronic Resources for occasional, non-work purposes at the discretion of BMcD.

Users may use the Internet for occasional, non-work purposes, provided such use is limited and does not impede business-related activities of others or require special allowances to security or Internet filters.

### **7.3 Unacceptable Uses**

The use of BMcD's Electronic Resources for personal gain or the advancement of individual views is prohibited. User postings are not permitted on BMcD's Intranet or website.

The use of services that allow computers outside of BMcD to make direct connection to resources inside of BMcD for sharing files or continuously streaming data is prohibited without the specific approval of the BMcD Information Technology Director or BMcD Information Technology Infrastructure Manager. Examples of these types of services are iTunes, internet radio/TV stations, and stock tickers.



Solicitation for any non-BMcD business or activities using BMcD resources is strictly prohibited.

Use of BMcD's Electronic Resources must not interfere with your productivity, the productivity of any BMcD employee or other User, or the operation of BMcD's Electronic Resources.

Use of BMcD's Electronic Resources to participate in "distributed grid" computing activities, which utilize idle computer time to perform research, is prohibited unless these activities are BMcD sponsored.

Sending e-mail or other communications that either mask your identity or indicate that someone else sent them is prohibited.

Accessing libraries, files, data, programs, or directories unless they are directly related to your work duties is prohibited.

Unauthorized duplication, dissemination, removal, installation, damage, or alteration of files, passwords, computer systems, or programs, or other property of BMcD, or improper use of information obtained by unauthorized means is prohibited.

Creation or use of rogue wireless networks is prohibited.

Participating or facilitating the unauthorized or illegal attempt to access (either physically or electronically) Electronic Resources, other sites, files, programs, or services, either internal or external to BMcD, is prohibited.

Participating in or facilitating the knowing creation or distribution, internal or external to BMcD of computer viruses is prohibited.

Any other purposeful unauthorized activity utilizing Electronic Resources or affecting Electronic Resources otherwise known as "hacking" are prohibited.

Any other misappropriation of Electronic Resources, including but not limited to, hardware, software, media, and data is prohibited.

The guest network is intended to provide access to the Internet for use by external parties, and should not be used to bypass BMcD filtering and monitoring.

Intentionally using computer resources to bypass or disable BMcD filtering and monitoring is prohibited.

Users shall not purposely engage in activity with the intent to: harass or threaten any person or entity; degrade the performance of systems; deprive an authorized User of access to a BMcD resource; obtain extra resources, beyond those allocated; circumvent computer security measures or gain access to a system for which proper authorization has not been given.

## **7.4 Return of Proprietary Information**

Upon completion of the performance of services for BMcD, or upon BMcD's request, User shall return to BMcD all Proprietary Information in whatever media it was provided by BMcD or maintained by User, including copies thereof, and notes and memoranda pertaining thereto. In the alternative, with BMcD's Electronic Information Agreement

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consent, User may destroy all such Proprietary Information and all copies thereof and shall assure BMcD that User's employees have done likewise.

## **ARTICLE 8. INFORMATION TECHNOLOGY DEPARTMENT RESPONSIBILITIES**

It is the BMcD Information Technology department's responsibility to assist BMcD in the enforcement of this Agreement and these provisions. BMcD has specifically authorized the BMcD Information Technology department to take the following actions in support thereof:

- Remove from Electronic Resources any files whose content violates this Agreement and notify the individual and his/her supervisor of the issue involved in the removal.
- Remove personally owned software from Electronic Resources where that software is not registered with BMcD.
- Remove any program, including screen savers, which causes functional problems with BMcD's equipment.
- Remove or modify the rights of an User to an Electronic Resource where the BMcD Information Technology Director has determined that an User has demonstrated his/her inability to utilize those rights in the proper manner.
- Disconnect any device if it is adversely affecting the ability of others to perform their duties or is adversely affecting BMcD's network.
- Coordinate with HR and Legal any perceived policy abuse.

## **ARTICLE 9. INDEMNITY**

**9.1** To the fullest extent permitted by law, User shall defend, indemnify, and hold harmless BMcD, its officers, directors, parent and subsidiary companies, and their respective agents and employees from and against any claims, suits, damages, liabilities, costs and expenses, including attorneys' fees and costs of defense, to the extent caused by a breach of this Agreement or by any negligent or intentional acts, errors, or omissions of User or any of User's employees, subconsultants, or agents.

**9.2** The User shall reimburse BMcD for all expenses, including interest and attorney's fees, paid or otherwise incurred to successfully enforce the provisions of this Article 9 if the User refuses to defend, indemnify, or hold BMcD or any other indemnitee named in this article harmless as provided herein.

**9.3** BMcD shall have the right to set off any damages it suffers or incurs as a result of User's breach of this Agreement or any negligent or intentional acts, errors or omissions against sums that may be due or become due under this or any other agreement between the parties, now or in the future.





## **ARTICLE 10. REMEDIES & DISPUTE RESOLUTION**

### **10.1 Remedies**

**10.1.1** If User violates this Agreement, User shall be liable to BMcD for actual damages suffered, and agrees that BMcD may seek injunctive relief against User to prevent disclosure, and that such action may be commenced in the Circuit Court of Jackson County, Missouri and User consents to venue and jurisdiction of such court. User shall be liable for BMcD's legal fees and costs in any such legal action if BMcD prevails.

BMcD may terminate this Agreement and any license granted hereunder, with or without cause, at any time, upon 24 hours written notice by email or other medium; or, in the case of a violation of Articles 4, 5 or 7, termination is effective immediately upon written notice by BMcD, and BMcD has the right to lock out User from access to any Electronic Resource and prevent further access to, or use of, the same.

**10.1.2** Except as provided in Paragraph 10.1.1, where injunctive relief is sought by BMcD, if a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the parties shall endeavor to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association before recourse to court action. The location of the mediation shall be Kansas City, Missouri, unless another location is mutually agreed to in writing. The Parties agree to conclude such mediation within ninety (90) days of filing the request, unless otherwise agreed to in writing. Mediation may include third parties who agree to participate, in writing. The Parties agree to share the mediator's fee and any filing fees equally, but each party shall bear its own attorney's fees.

**10.1.3** All disputes not resolved through direct discussions or by mediation shall be resolved in the Circuit Court of Jackson County, Missouri and User consents to venue and jurisdiction of such court. User shall be liable for BMcD's legal fees and costs in any such legal action if BMcD prevails.

## **ARTICLE 11. MISCELLANEOUS**

**11.1** This Agreement shall inure to the benefit and be binding upon the successors and assigns of the respective parties hereto, provided, however, that User may not assign, in whole or in part, User's interest under this Agreement without the prior written consent of BMcD and specifically, any license granted hereunder is non-transferrable.

**11.2** To the extent that any contract with BMcD's client for the project on which the User is working while using an Electronic Resource provides for the confidentiality of any of BMcD's or the client's proprietary or otherwise confidential information, in connection with the performance of User's services, the User agrees to be equally bound to such confidentiality requirements which shall be provided upon to User by BMcD upon written request.

**11.3** This Agreement shall be governed by the law of the state of Missouri.

**11.4** The partial or complete invalidity of any provision of this Agreement shall not affect the validity or continuing force and effect of any other provision.



**11.5** This Agreement is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, proposals, bids, or agreements, either written or oral.

**11.6** User shall require each employee or contingent worker User employs who has access to and use of BMcD's Electronic Resources to sign the form attached hereto as Exhibit "A".  
Agreed to the date and year stated above.

**User:**

**Burns & McDonnell Engineering Co., Inc.**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT "A"**  
**AGREEMENT TO COMPLY WITH**  
**ELECTRONIC INFORMATION LICENSE & USAGE AGREEMENT**

The undersigned has read and understood the terms and conditions as described in the *Electronic Information License & Usage Agreement* (the "Agreement"). The undersigned agrees to abide by the terms described therein as a condition of continued access. The undersigned furthermore understands that violators of these terms are subject to remedial or legal action, including Electronic Resources privilege revocation and up to termination from further work with Burns & McDonnell Engineering Company, Inc. The undersigned understands that the use of Burns & McDonnell Engineering Company, Inc. Electronic Resources is a revocable license and privilege which may be changed or revoked at the sole discretion of Burns & McDonnell Engineering Company, Inc. management, and which automatically terminates upon completion of any contract the User has with Burns & McDonnell Engineering Company, Inc. The undersigned agrees that these restrictions and obligations extend and continue after termination of any such contract and completion of services thereunder.

The undersigned also understands that Burns & McDonnell Engineering Company, Inc. Electronic Resources are solely owned by Burns & McDonnell Engineering Company, Inc., and that use of Burns & McDonnell Engineering Company, Inc.'s Electronic Resources is consent to be monitored and authorization to search of the undersigned's Electronic Resources to assure compliance with the Agreement.

The undersigned certifies that she/he has received a copy of the *Electronic Information License & Usage Agreement* for future reference.

Signature:  Date: January 20, 2022

Print Name Gitanshu Choudhary

BMCD ID Number (if applicable): \_\_\_\_\_

Company Name. : Caelius Consulting