**Exhibit M - AASHTOWare Project Application**

**(March 2021)**

1. **AASHTOWare Project Application Access and General Requirements**

Consultant shall include the provisions set forth in this Exhibit in any subcontract that will require subcontractor access to AASHTOWare Project Application (“AWProject”).

Consultant shall use AWProject for electronic submittal and receipt of data as necessary for the Project. As a precondition for access to AWProject, Consultant employees, subcontractor employees, or other agents must have an ODOT-approved ProjectWise account. For a ProjectWise account, follow processes under “Request Access” at <https://www.oregon.gov/odot/Business/Pages/ProjectWise.aspx>.

Each individual that requires access to AWProject must:

* Agree to the Terms and Conditions set forth in the [External User Access Agreement – AASHTOWare Project Application](https://www.oregon.gov/odot/Business/AASHTOWare/AWP_EUAA.pdf) (“EUAA”) and click the “SUBMIT” button to electronically submit a completed EUAA to ODOT (at [AWPAdmin@odot.state.or.us](mailto:AWPAdmin@odot.state.or.us)) for review and approval, and
* Complete ODOT’s online training and certification requirements specified at <https://www.oregon.gov/odot/Business/Pages/AW-Estimation.aspx>.

Individuals with approved accounts will be provided access only to appropriate data and user screens specific to the Project that they have been contracted to work on. Consultant, its subcontractors and each individual seeking or having access to AWProject shall follow the procedures provided in the [External User Roles, Responsibilities and Security Requirements –AWProject Application](https://www.oregon.gov/odot/Business/AASHTOWare/AWP_EURR.pdf) (“EURR”) (as may be revised from time to time by ODOT).

Consultant shall promptly send notice to ODOT at [AWPAdmin@odot.state.or.us](mailto:AWPAdmin@odot.state.or.us) to remove AWProject access for individuals (including employees, subcontractor employees, or other agents) that are no longer employed or that are reassigned or that otherwise no longer need access to AWProject for the Project. ODOT will send an attestation request to Consultant every 30 days (or such other period ODOT deems appropriate) to validate the list of individuals (including employees, subcontractor employees or other agents) with access to AWProject. Consultant shall respond in writing to ODOT within 3 business days of any such validation request.

1. **Correct Use of AWProject**

Any person approved for accessing and using AWProject on behalf of Consultant acquires the status of an “Account Holder”. Consultant shall ensure each Account Holder: a) complies with the Terms and Conditions of Use set forth or incorporated in the EUAA, and b) has appropriate training in the proper use of AWProject and follows the EURR. ODOT reserves the right to monitor Account Holder activity within AWProject and may suspend or terminate any Account Holder ODOT, in its sole discretion, determines to be in violation of the Terms and Conditions of Use.

1. **Responsibility for AWProject Functioning**

ODOT provides use of AWProject “as is”. ODOT does not warrant that the information or access thereto will be error free, uninterrupted or meet Consultant’s needs, nor does ODOT make any representation or warranty regarding the accuracy or completeness of the information. ODOT 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 AWProject or other sites accessible from it. ODOT does not assume any responsibility for information added to the site by Account Holders. ODOT 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 cause beyond the control of ODOT. ODOT reserves the right to temporarily suspend access to AWProject, without notice, because of maintenance, repair, or any other reason deemed necessary for the proper functioning of AWProject.

1. **Liability**

Consultant shall be liable for any damage caused by AWProject use, intrusion or illegal or unauthorized access by Consultant or its subcontractors, or their respective agents or employees. In no event shall the State of Oregon, the Oregon Transportation Commission and its members, ODOT, or their officers, agents and employees be liable for any claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, of whatsoever nature, resulting from or arising out of Consultant’s use of AWProject. Consultant’s indemnification, defense and hold harmless obligations under the standard terms and conditions of the Contract or Price Agreement shall apply to the terms, conditions and requirements of this AWProject Exhibit and the acts and omissions of Consultant or its subcontractors, or their respective agents or employees, respecting AWProject.

1. **Firewall, Virus and Malware**

Consultant will at all times maintain an active and current firewall protection in place for Account Holders who are accessing and using AWProject. Consultant will at all times maintain an active and current virus and malware protection on the individual machines and network being used by the Consultant to access AWProject and shall ensure that such active and current virus and malware protection is maintained on machines and networks used for access to AWProject but not owned or controlled by Consultant. Whether external users are accessing AWProject data through a company-owned or personally-owned machine, ODOT reserves the right to quarantine any infected files, documents or other items that are found to contain a virus, malware, adware or otherwise harmful component. Consultant shall immediately notify ODOT in the event of a breach or security concern at their company. ODOT reserves the right to suspend user accounts, consultant accounts, or both, if they contain harmful software. ODOT also reserves the right to require Consultant to clean devices of harmful software. In the event of chronic infections ODOT reserves the right to deny future access to AWProject.