

Application: This Exhibit L2 is **for use in IGAs** where access to ODOT's ProjectWise Network is needed for the public agency's employees or its consultants.

Instructions:

- "Agency" means the LPA, other state, other state agency in Oregon, or FHWA as defined in the IGA.
- The LPA/FHWA consultant(s) for the ODOT project described in the IGA will need to complete and sign ODOT's ProjectWise Network Agreement. Each Agency and consultant employee that will need access will need to complete an External User Access Agreement (EUAA).
- Delete yellow-highlighted text prior to executing IGA.

**Exhibit L2 - ODOT's ProjectWise Network
IGA Provisions
(June 2026)**

1. ProjectWise Access and General Requirements

Agency (and its consultants, if any) shall use ProjectWise for electronic submittal and receipt of files as necessary for the ODOT project defined in the Agreement between Agency and ODOT ("ODOT Project"). Agency employees, consultant employees, or other agents that will need access to ODOT's ProjectWise network must have an ODOT-approved ProjectWise account. Each individual that needs access must agree to the Terms and Conditions of Use set forth in the External User Access Agreement (EUAA) – ODOT's ProjectWise Network form (<https://www.oregon.gov/odot/Business/Pages/PW-EUAA.aspx>) as a condition of access to the ProjectWise Network.

If a consultant to Agency will require access to ODOT's ProjectWise network pursuant to the ODOT project defined in the Agreement, Agency shall require each such consultant to complete and submit to ODOT an ODOT ProjectWise Network Agreement form.

Agency (and its consultants, if any) shall submit a completed and signed EUAA form for every individual requiring ODOT ProjectWise Network access to ODOT for review and approval. Individuals with approved accounts will be provided access only to appropriate folders specific to the ODOT Project that they have been contracted to work on. Agency, its consultants and each individual seeking or having access to ODOT's ProjectWise network shall follow the procedures provided in the Contract Consultant and External User Roles, Responsibilities and Security Requirements – ODOT's ProjectWise Network (<https://www.oregon.gov/ODOT/Business/ProjectWise/EURR.pdf>) as may be revised from time to time by ODOT.

Agency shall promptly send notice to ODOT at ODOTProjectWiseConsu@odot.oregon.gov to remove ProjectWise access for Agency's individuals that are no longer employed or that are reassigned or that otherwise no longer need access to ProjectWise for the ODOT Project.

Account passwords are required to be updated every 60 days. Failure to do so may result in account suspension.

2. Correct Use of ProjectWise

Any person approved for accessing and using ODOT's ProjectWise network on behalf of Agency acquires the status of an "Account Holder". Agency shall ensure each Account Holder: a) complies with the Terms and Conditions of Use set forth in the EUAA form, and b) has appropriate training in the proper use of ProjectWise. ODOT reserves the right to monitor Account Holder activity within ODOT's ProjectWise network 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.

3. Responsibility for ProjectWise Functioning

ODOT provides use of ODOT's ProjectWise Network "as is". ODOT does not warrant that the information or access thereto will be error free, uninterrupted or meet the Agency'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 ODOT's ProjectWise network 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 ProjectWise, without notice, because of maintenance, repair, or any other reason deemed necessary for the proper functioning of ODOT's ProjectWise network.

4. Liability

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 Agency's use of ODOT's ProjectWise network.

The indemnification, defense and hold harmless provisions of the IGA shall apply to the use of ProjectWise by Agency or its consultant or its subcontractors, or their respective agents or employees.

Agency shall include liability and indemnification provisions (as specified in the Agreement) in contracts Agency enters with consultants to provide services pursuant to the Agreement.

5. Firewall, Virus and Malware

Agency will at all times maintain an active and current firewall protection in place for Account Holders who are accessing and using ODOT's ProjectWise application. Agency will at all times maintain an active and current Virus and Malware protection on the individual machines and network being used by the Agency to access ODOT's ProjectWise and shall ensure that such active and current Virus and Malware protection is maintained on machines and networks used for access to ProjectWise but not owned or controlled by Agency. Whether external users are accessing ODOT's ProjectWise 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. Agency shall immediately notify ODOT in the event of a breach or security concern at their company. ODOT reserves the right to suspend user and/or Agency accounts containing harmful software. ODOT also reserves the right to require Agency to clean

devices of harmful software. In the event of chronic infections ODOT reserves the right to deny future access to ODOT's ProjectWise network.

6. Optional ProjectWise Add-on

Bentley Systems, Inc. ("Bentley") has developed an add-on for ODOT's ProjectWise network. The add-on is available for use by Agency and its employees, subcontractor and consultant employees, or other agents and users that have access to ODOT's ProjectWise network, but installation and use of the add-on is not mandatory. The add-on creates a hook for ODOT's required document name and description conventions, which eliminates the need for copying and pasting. The add-on is located between the Attributes and General tab of the document properties. By downloading or using this add-on, and as a condition of its use, Agency and its employees and other agents understand and agrees that this add-on is provided for use "as is". Neither Bentley nor ODOT represents or warrants that access to or use of the add-on will be error free, uninterrupted or meet the user's needs. Neither Bentley nor ODOT is responsible or liable for any damage to any person or party that may occur due to error, omission, lack of timeliness or any other cause related to use of the add-on. Bentley and ODOT each expressly disclaim all responsibility and liability arising from interference or interruptions, viruses, telephone faults, malicious damage by third parties, electronic system downtime, overloading of the Internet or any other cause related to use of the add-on. Bentley and ODOT reserve the right to temporarily or permanently suspend access to this add-on, without notice. This add-on is not supported by Bentley or ODOT and users should consult their IT department before installing.

The optional add-on is available here:

<https://www.oregon.gov/odot/Business/ProjectWise/ODOTNamingHookSetup.zip>