SUBJECT: PENNDOT's AutoTab Automated Tabulation Software

TO:

FROM: Denise M. Reis.
CADD Manager

This letter is to inform you about the availability of the Department's AutoTab software to consultants and other governmental agencies. The Department's AutoTab software, which is Windows based, is available to outside users under a license agreement for a fee. This software is used by those doing design work for the department to generate tabulation of pay item quantities sheets, summary sheets and to generate the items data file that is required by the ECMS system.

Please note that the Pennsylvania Department of Transportation is the only source for acquiring this software. A separate license is required for its use at each site or office of the organization.

Enclosed are a copy of the Software License Agreement, request form, and license fee schedule and the tax exemption form REV-1220. If you agree with the terms of the Software License Agreement, send the completed request form, signed by the authorized person of your firm or organization, with a correct payment to the address shown on the form. Be sure to enter the correct Site License Address (es) (the address (es) of the site(s)/office (es) where the software will be installed and used). If you are liable for sales tax, please include it with your payment. If tax exempt, please complete and return the attached form REV-1220 with your order. Please correct the information that has been placed on the form for you and fill in all applicable fields.

Training is available for this program. Several testers have used the program without training and we regard the training as optional, but if you wish to have the training, insert the number of students in your request, make sure your total reflects the cost and contact me to schedule the training. The training will be held at our Montoursville, PA site. Minimum class size restrictions may apply and classes will be scheduled based on the availability of the facility.

There is no need to return the Software License Agreement to the Department. Based on the information provided on the license request form, the Department will prepare and issue a license for its use at a given site. A license will be mailed to you along with the materials for the AutoTab software. The software will be provided on CDROM and will include the program, the program's documentation in pdf format and installation information.

If you have any questions or are inquiring about the status of your request, please contact me, Denise M. Reis., CADD Manager at (570) 368 4310 or email dreis@state.pa.us.

Enclosure

Revised 10/24/2008
IMPORTANT - READ CAREFULLY BEFORE RETURNING THE ATTACHED REQUEST FOR ENGINEERING SOFTWARE. BY RETURNING THE ATTACHED REQUEST FOR ENGINEERING SOFTWARE AND/OR USING THE SOFTWARE, YOU INDICATE YOUR ACCEPTANCE OF THE FOLLOWING SOFTWARE LICENSE AGREEMENT.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
SOFTWARE LICENSE AGREEMENT

This Software License Agreement (“Agreement”), including the Warranty and Special Provisions, is a legal agreement between you (either an individual or an entity) and the Pennsylvania Department of Transportation (“Department”). By opening the sealed software packet(s) and/or using the software, you are agreeing to be bound by the terms of this agreement. The terms and conditions of this agreement apply to engineering software licensed by the Department (“Software”). Failure to comply with these terms and conditions shall render the License granted upon receipt of the Software null and void and shall release the Department from claims of any nature arising out of the use of the Software.

2. License. The Department is the owner of the copyrighted software program(s) (“Software”) listed by you, the Licensee, on the Request for Engineering Software submitted by you to the Department. Upon receipt of the signed Request for Engineering Software, the Department has provided the requested Software to you. Pursuant to that request, the Department has provided to you the requested Software and hereby grants to you a license ("License") to use the Software in accordance with the terms and conditions contained in this Agreement. You agree that your License to use the Software is limited to these terms and conditions.

3. Uses of Software. This Agreement permits you to use the Software at a single site or office, on a network or any number of computers that are networked, or computers that are located only at that site or office. If multiple sites are to utilize the Software, you must obtain a separate license or licenses for each physical site at which the software is to be in use. The Software is "in use" on a computer when it is loaded into temporary memory (i.e., RAM) or installed into permanent memory (e.g., hard disk, CD-ROM, or other storage device) of that computer. You may obtain additional licenses upon application to the Department accompanied by payment of the applicable license fee(s). You may not distribute, rent, sublicense, or lease the Software or any accompanying documentation. You may not transfer this Software License Agreement or any copy of the Software to any other party without the prior express written permission of the Department. You agree to take all steps reasonably necessary to protect the Software from theft or use in a manner consistent with the terms and conditions of this Agreement.

4. Copyright. The Software and accompanying documentation (including any images, photographs, animations, video, audio, music and text incorporated into the Software) are owned by the Department and are protected by United States copyright laws and international treaty provisions and all other applicable national, international or local laws. Therefore, you must treat the Software like any other copyrighted material (e.g., a book or musical recording) except you may (a) make one copy of the Software solely for backup or archival purposes and/or (b) transfer the Software to permanent memory for each of the computers located at your single site or office. You may copy the user documentation accompanying the Software only to the extent necessary for use of the Software pursuant to this Agreement. No identifying marks, copyright or proprietary right notices shall be deleted from any copies of the Software made by you or from the reports produced by the Software.

5. Ownership of Software. The Department retains the ownership of each copy of the Software licensed under this Agreement, any copies made by you pursuant to the terms and conditions of this Agreement, and any accompanying documentation as well as all copyrights and rights thereto. The Department does not convey any proprietary interest in the Software or any subsequent version thereof to you. The Department retains exclusive ownership of the Software and any related documentation or material.

6. Alterations. You shall not modify, translate, decompile, nor attempt to create, by reverse engineering or otherwise, source code from the object code supplied or adapt or modify the Software in any way or use it to create derivative work. Any updates, revisions, enhancements, additions or conversions to the Software supplied by the Department shall become a part of, and subject to, this Agreement.

7. Termination. This Agreement and the License granted hereunder may be terminated at any time by the Department or you. Upon termination, the Software (including any permitted copies thereof) and any accompanying documentation (including any and all copies you are permitted to make under this Agreement) shall be returned
immediately to the Department. At that time, permitted copies made to permanent memory of your computer(s) shall be immediately erased or deleted.

8. Reservation of Rights. The Department retains all rights not expressly granted to you by this Agreement. Nothing contained in this Agreement constitutes a waiver by the Department of its rights under United States copyright laws or any other national, international, state or local law.

9. Modification. This Agreement may not be modified in any manner by any employee of the Department.

10. Governing Law. This Agreement shall be governed by, subject to and construed under the laws of the Commonwealth of Pennsylvania.


   a. THE DEPARTMENT EXCLUDES ANY AND ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

   b. THE DEPARTMENT MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE OR ACCOMPANYING DOCUMENTATION, INCLUDING THEIR QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

   c. THE SOFTWARE AND ACCOMPANYING DOCUMENTATION ARE LICENSED "AS IS" AND YOU ASSUME THE ENTIRE RISK AS TO THEIR QUALITY AND PERFORMANCE.

   d. THE DEPARTMENT WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM (1) THE USE OR INABILITY TO USE THE SOFTWARE OR ANY ACCOMPANYING DOCUMENTATION AND/OR (2) ANY DEFECT IN THE SOFTWARE OR ANY ACCOMPANYING DOCUMENTATION.

   e. YOU HEREBY INDEMNIFY AND HOLD HARMLESS THE DEPARTMENT, ITSofficials and employees for any injury to the person or property of third parties arising from the use of or any defect in the software or any accompanying documentation.

   f. THE DEPARTMENT'S LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS AGREEMENT BY THE DEPARTMENT SHALL BE THE REPAIR OR REPLACEMENT OF THE SOFTWARE WHICH IS RETURNED TO THE DEPARTMENT. ALL REMEDIES SET FORTH IN THIS LICENSE ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS OR IMPLIED.

   g. THE DEPARTMENT RETAINS THE RIGHT TO TRANSFER THIS LICENSE TO A CONTRACTOR WHO THE DEPARTMENT RETAINS OR TRANSFERS THE RIGHTS TO MODIFY AND/OR MAINTAIN THE SOFTWARE PROVIDED UNDER THIS AGREEMENT.
REQUEST FOR PENNDOT'S AUTOTAB SOFTWARE LICENSE

Contact Person:
Phone:
Fax No:
Email:

Company/Agency Name:
Mailing Address:

Site License _____________________________
Address: _____________________________
(if other than above ) _____________________________

Site License Address should be where the software will be installed and used. Attach additional sheets if more than one site is to be licensed.

Software License Fee:
___ Initial Software License fee ______ Sites X fee per site $ ______
___ Upgrade Software License fee ______ Sites X fee per site $ ______

Tax (see LICENSE FEE SCHEDULE FOR AUTOTAB SOFTWARE for tax liability) $ ______

Training Fee (if required):
___ students X $250.00 $ ______

Total Payment Enclosed: $ ______

Make check payable to "Pennsylvania Department of Transportation".

Federal ID No.__________________________
Signature:______________________________
Title:_______________________________

This Request must be signed by the Official authorized to enter into the License Agreement.

Mail the Request Form and Payment to: Denise M. Reis
Engineering District 3-0
715 Jordan Ave.
P.O. Box 218
Montoursville, PA 17754-0218

----------------------------- To Be Completed by PENNDOT -----------------------------

Date received: ____________________ By: _____________________________

Educational Use Only certification required: □ Yes □ No Provided: □ Yes □ No
Local Governmental Agency Engineer certification required: □ Yes □ No Provided: □ Yes □ No

Date processed: ____________________ By: _____________________________
License no. ________________________
LICENSE FEE SCHEDULE FOR AUTOTAB SOFTWARE

1. Initial Software License (new requests):
   - Private Organization: $1000 + 6% sales tax
   - Educational Institutions for Consulting Use: $1000 + 6% sales tax
   - Educational Institutions for Educational Use Only***: $100
   - Local Governmental Agency ****(municipality or county): $100
   - Foreign Government: $100
   - Department Executive Agencies: No Fee
   - State Transportation Agencies outside Pennsylvania: No Fee

2. Updated Version for Malfunction Correction: No Fee

3. Updated Version for Additional Functions
   (Do not include this fee with a new request):
   - Private Organization: $250 + 6% sales tax
   - Educational Institutions for Consulting Use: $250 + 6% sales tax
   - Educational Institutions for Educational Use Only***: $25
   - Local Governmental Agency**** (municipality or county): $25
   - Foreign Government: $25
   - Department Executive Agencies: No Fee
   - State Transportation Agencies outside Pennsylvania: No Fee

4. Training for one (1) person at a PENNDOT training facility
   (Cost is for training only; travel and lodging costs
   are not included, minimum class size may apply) $250

** Please note that all fees are assessed on a per Site License basis **

*** Educational Institutions requesting license for Educational Use Only must certify in writing, by
a Dean or higher official, that this software will only be used for instructional purposes, and will not
be used for consulting work. The written certification must be received before any license and/or
update is issued. For tax exempt status, complete and return the attached form REV-1220.

**** Local Governmental Agencies requesting a license, which is intended for use by your
contracted/appointed Engineer, must have that Engineer certify in writing, by the principle-in-
charge, that this software will only be used for work of your Local Governmental Agency, and will
not be used for consulting work. The written certification must be received before any license and/or
update is issued. For tax exempt status, complete and return the attached form REV-1220.

Revised 10/24/2008
PENNSYLVANIA EXEMPTION CERTIFICATE

CHECK ONE:
☐ STATE OR LOCAL SALES AND USE TAX
☐ STATE OR LOCAL HOTEL OCCUPANCY TAX
☐ PUBLIC TRANSPORTATION ASSISTANCE TAXES AND FEES (PTA)
☐ VEHICLE RENTAL TAX (VRT)

(Please Print or Type)

This form cannot be used to obtain a Sales Tax License Number, PTA License Number or Exempt Status.

Read Instructions
On Reverse Carefully

THIS FORM MAY BE PHOTOCOPIED - VOID UNLESS COMPLETE INFORMATION IS SUPPLIED

<table>
<thead>
<tr>
<th>CHECK ONE:</th>
<th>PENNSYLVANIA TAX UNIT EXEMPTION CERTIFICATE (USE FOR ONE TRANSACTION)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PENNSYLVANIA TAX BLANKET EXEMPTION CERTIFICATE (USE FOR MULTIPLE TRANSACTIONS)</td>
</tr>
</tbody>
</table>

Name of Seller, Vendor, or Lessor

<table>
<thead>
<tr>
<th>Street</th>
<th>City</th>
<th>State</th>
<th>ZIP Code</th>
</tr>
</thead>
</table>

NOTE: Do not use this form for claiming an exemption on the registration of a vehicle. To claim an exemption from tax for a motor vehicle, trailer, semitrailer, or tractor with the Pennsylvania Department of Transportation, Bureau of Motor Vehicles, use one of the following forms:

- Form MV-1 Application for Certificate of Title (first time registrations)
- Form MV-4ST Vehicle Sales and Use Tax Return/Application for Registration (other registrations)

Property and services purchased or leased using this certificate are exempt from tax because: (Select the appropriate paragraph from the back of this form, check the corresponding block below and insert information requested.)

1. Property or services will be used directly and predominately by purchaser in performing purchaser's operation of: ___________________________

2. Purchaser is: ___________________________

3. Property will be resold under license number ___________________________. (If purchaser does not have a PA Sales Tax License Number, include a statement under Number 7 explaining why a number is not required.)

4. Purchaser is: ___________________________ holding Exemption Number ___________________________.

5. Property or services will be used directly and predominately by purchaser performing a public utility service. □ PA Public Utility Commission PUC Number ___________________________ and/or □ US Department of Transportation MCMX ___________________________.

6. Exempt wrapping supplies, License Number ___________________________. (If purchaser does not have a PA Sales Tax License Number, include a statement under Number 7 explaining why a number is not required.)

7. Other: ___________________________

(Explain in detail. Additional space on reverse side.)

I am authorized to execute this Certificate and claim this exemption. Misuse of this Certificate by seller, lessor, buyer, lessee, or their representative is punishable by fine and imprisonment.

Name of Purchaser or Lessee

<table>
<thead>
<tr>
<th>Signature</th>
<th>EIN</th>
<th>Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Street</th>
<th>City</th>
<th>State</th>
<th>ZIP Code</th>
</tr>
</thead>
</table>

1. ACCEPTANCE AND VALIDITY:

For this certificate to be valid, the seller/lessor shall exercise good faith in accepting this certificate, which includes: (1) the certificate shall be completed properly; (2) the certificate shall be in the seller/lessor's possession within 60 days from the date of sale/lease; (3) the certificate does not contain information which is knowingly false; and (4) the property or service is consistent with the exemption to which the customer is entitled. For more information, refer to Exemption Certificates, Title 61 PA Code §32.2. An invalid certificate may subject the seller/lessor to the tax.

2. REPRODUCTION OF FORM:

This form may be reproduced but shall contain the same information as appears on this form.

3. RETENTION:

The seller/lessor must retain this certificate for at least four years from the date of the exempt sale to which the certificate applies. DO NOT RETURN THIS FORM TO THE PA DEPARTMENT OF REVENUE.

4. EXEMPT ORGANIZATIONS:

This form may be used in conjunction with form REV-1715, Exempt Organization Declaration of Sales Tax Exemption, when a purchase of $300 or more is made by an organization which is registered with the PA Department of Revenue as an exempt organization. These organizations are assigned an exemption number, beginning with the two digits 76 (example: 76-00000-0).
GENERAL INSTRUCTIONS

Those purchasers set forth below may use this form in connection with the claim for exemption for the following taxes:

a. State and Local Sales and Use Tax;
b. PTA rent tax or tax on leases of motor vehicles;
c. Hotel Occupancy Tax if referenced with the symbol (†);
d. PTA fee on the purchase of tires; or if referenced with the symbol (‡);
e. Vehicle Rental Tax (VRT)

EXEMPTION REASONS

1.) Property and services will be used directly and predominantly by purchaser in performing purchaser's operation of:
A. Manufacturing
B. Mining
C. Dairying
D. Processing
E. Farming
F. Shipbuilding

This exemption is not valid for property or services which are used in: (a) constructing, repairing, or remodeling of real property, other than real property which is used directly in exempt operations; or (b) maintenance, managerial, administrative, supervisory, sales, delivery, warehousing, or other nonoperational activities. Effective October 1, 1991, this exemption does not apply to certain services and PTA fee.

2.) Purchaser is also:
+ A. Instrumentality of the Commonwealth.
+ B. Political subdivision of the Commonwealth.
+ C. Municipal Authority created under the "Municipality Authorities Acts".
+ D. Electric Cooperative Corporation created under the "Electric Cooperative Law of 1940".
+ E. Cooperative Agricultural Associations required to pay Corporate Net Income Tax under the Cooperative Agricultural Association Corporate Net Income Tax Act (exemption not valid for registered vehicles).
+ F. Credit Unions organized under "Federal Credit Union Act" or Commonwealth "Credit Union Act".
+ G. United States Government, its agencies and instrumentalities.
+ H. Federal employee on official business (Exemption limited to Hotel Occupancy Tax only. A copy of orders or statement of supervisor must be attached to this certificate.)
I. School Bus Operator (This Exemption Certificate is limited to the purchase of parts, repairs or maintenance services upon vehicles licensed as school buses by the PA Department of Transportation. For purchase of school buses, see NOTE below.)

3.) Property and services will be resold or rented in the ordinary course of purchaser's business. If purchaser does not have a PA Sales Tax License Number, complete number 7 explaining why such number is not required. This exemption is valid for property or services to be resold: (1) in original form; or (2) as an ingredient or component of other property.

4.) Renewable Entities beginning with the two numbers 75: Permanent Exemptions beginning with the two numbers 76: Special Exemptions:
A. Religious Organization
B. Volunteer Firemen's Organization
C. Nonprofit Educational Institution
D. Charitable Organization
E. School District
F. Direct Pay Permit Holder
G. Individual Holding Diplomatic ID
H. Keystone Opportunity Zone
I. Tourist Promotion Agency

Exemption limited to purchase of tangible personal property or services for use and not for sale. The exemption shall not be used by a contractor performing services to real property. An exempt organization or institution shall have an exemption number assigned by the P.A. Department of Revenue and diplomats shall have an identification card assigned by the Federal Government. The exemption for categories "A, B, C and D" are not valid for property used for the following: (1) construction, improvement, repair or maintenance of real property, except supplies and materials used for routine repair or maintenance of the real property; (2) any unrelated activities or operation of a public trade or business; or (3) equipment used to maintain real property.

5.) Property or services will be used directly and predominantly by purchaser in the production, delivery, or rendition of public utility services as defined by the PA Utility Code.

This Exemption is not valid for property or services used for the following: (1) construction, improvement, repair or maintenance of real property, other than real property which is used directly in rendering the public utility services; or (2) managerial, administrative, supervisory, sales or other nonoperational activities; or (3) tools and equipment used but not installed in maintenance of facilities or direct use equipment. Tools and equipment used to repair "direct use" property are exempt from tax.

6.) Vendor/Seller purchasing wrapping supplies and nonreturnable containers used to wrap property which is sold to others.

7.) Other (Attach a separate sheet if more space is required.)

___________________________________________

___________________________________________

___________________________________________