

BNSF SECURETRAK LICENSE AGREEMENT

This agreement, effective as of the date of the last signature, is entered into between BNSF Railway Company ("BNSF") and Wisconsin Statewide Information Center (WSIC) Agency ("USER").

BNSF operates a transportation system on which it transports freight by rail for customers.

BNSF developed a software based system, the SECURETRAK System, used to display, access and transmit, via certain electronic means or internet based tools, a variety of shipment information including, but not limited to, information pertaining to its customers' shipments along its transportation network.

USER operates a government law enforcement agency or emergency operations center and desires to access and transmit BNSF information and data including BNSF shipment information (each defined below) via the BNSF SECURETRAK System for the purpose of assisting USER with its tracking and monitoring of rail traffic carrying hazardous materials in its jurisdiction and USER's assessment of accidents and incidents involving rail traffic.

For good and valuable consideration, USER and BNSF each agree to the terms of this SECURETRAK License Agreement ("License"), as follows:

Definitions

"Approved Locale" means the relevant location, subdivisions, track ID(s), and other geographical descriptions and boundaries corresponding to information a User is authorized to view pursuant to this License.

"BNSF Information" means all information and data provided by BNSF including, but not limited to, BNSF Shipment Information and technical specifications and configurations for the SECURETRAK System and its use.

"BNSF Shipment Information" means information and data about BNSF customer shipments made available by BNSF to User including, but not limited to, train and car identifiers, direction, travel time, train length and composition, car count and car content.

“SECURETRAK System” means the software-based system developed by BNSF by which BNSF makes the BNSF Information available to Users pursuant to this License.

“User Administrator” means the administrator at the User location responsible for managing User approvals, User accounts and communicating with BNSF about the BNSF SECURETRAK System.

License Grant

BNSF hereby grants to USER and USER accepts a limited, revocable, royalty-free, non-transferable license to access and use the BNSF SECURETRAK System for USER’s internal use and for the sole purpose of accessing and transmitting, only as permitted under this License, BNSF Shipment Information for the Approved Locale. USER acknowledges and agrees that the rights granted by this License are not sublicenseable or transferable, and do not include the right to access the BNSF SECURETRAK System for any other entity or purpose, including reverse engineering or decompiling the SECURETRAK System software, providing the SECURETRAK System to others for timesharing, subscription, or hosting purposes, exporting the BNSF Information to any other programs, manipulating the BNSF Information, regulating rail traffic or creating records for federal or state regulators.

USER must access the BNSF SECURETRAK System via the internet and credentials provided by BNSF and in accordance with SCHEDULE A.

Term and Termination

This License remains in effect from the date signed by the parties until terminated with 30 days’ prior written notice by either party in its sole discretion. Upon cancellation or termination, BNSF will terminate all SECURETRAK accounts associated with USER.

USER understands that BNSF may terminate this License immediately upon suspicion of unauthorized access or use of the BNSF Information or breach of the confidentiality requirements set forth in this License.

USER Responsibility

In order to use the BNSF SECURETRAK System USER will have access to and knowledge of BNSF Information. USER acknowledges and agrees that BNSF

Information is confidential and proprietary and that BNSF is under no obligation to provide the BNSF Information.

USER agrees to keep BNSF Information, including but not limited to BNSF Shipment Information, confidential, to not access, disclose, copy or transmit BNSF Information except for the sole purpose of communicating with USER personnel, first responders and other emergency operations personnel who have a need to know and who are bound to keep such information confidential. Disclosure, access or transmission of BNSF Information for any other purpose is prohibited. This means that USER agrees to treat all BNSF Shipment Information as exempt from any mandated disclosure under the Freedom of Information Act (FOIA) or any state or local information disclosure laws or regulations.

USER also agrees to treat as exempt from such FOIA, state or local information disclosure laws or regulations any proprietary and confidential information it receives that constitutes Sensitive Security Information (SSI) under either 49 U.S.C. Section 40119(b) or 49 U.S.C. Section 114(s), as implemented by 49 C.F.R. parts 15 and 1520 protecting against unauthorized disclosure of SSI.

USER understands and agrees that USER's access, disclosure or transmission to any storage providers, whether cloud based or not, without BNSF's prior written approval is prohibited under this License.

USER agrees to notify BNSF in the event of any unauthorized possession, access, disclosure and/or use of USER's login credentials, the SECURETRAK System or BNSF Information including any part of the BNSF Shipment Information.

USER also agrees to ensure that access under its login credentials is limited to the USER's Approved Locale and USER accounts, and that USER establishes, maintains and enforces protocols to ensure the safekeeping of its login credentials.

USER agrees to designate one employee as the User Administrator to communicate and coordinate with BNSF's personnel on all questions, requests, and problems relating to the SECURETRAK System. The User Administrator is responsible for notifying BNSF in a timely manner when a user no longer needs access to SECURETRAK so that the user's credentials may be revoked.

Disclaimers

USER AGREES AND UNDERSTANDS THAT BNSF ASSUMES NO RESPONSIBILITY AND BNSF WILL HAVE NO LIABILITY FOR

CLAIMS, LOSSES OR DAMAGES WHETHER DIRECT OR CONSEQUENTIAL, RESULTING FROM THE USE OF THE BNSF SECURETRAK SYSTEM, THE BNSF INFORMATION OR ANY NETWORK OR INTERNET CONNECTION OR INTERNET SERVICE PROVIDER.

BNSF PROVIDES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING ANY WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE BNSF INFORMATION. BNSF PROVIDES THE BNSF SECURETRAK SYSTEM AND THE BNSF INFORMATION "AS IS".

BNSF Rights

USER agrees that BNSF may, in its sole discretion, amend or modify the BNSF SECURETRAK System and/or this License Agreement at any time. Any such amendment or modification may be communicated to USER via e-mail or in the terms of use. USER's continued use of the SECURETRAK System following notice of any amendment or modification will constitute a binding acceptance of such amendments or modifications.

General

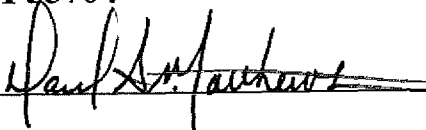
USER agrees that if any provision of this License is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

This License and the User terms of use together constitute the entire agreement between the parties in connection with the SECURETRAK System and supersede all other agreements, understandings, or communications between the parties, whether oral or written.

No waiver of any breach of any provision of this License shall constitute a waiver of any other breach of the License or any other provisions hereof.

This License is governed by the laws of the State of Texas, U.S.A and the parties agree that any action, claim or proceeding based upon, relating to or arising out of this License shall be brought before the courts located within Tarrant County, Texas, U.S.A.

DOJ/DCI/WSIC
2445 Darwin Road
Suite 200
Madison, WI 53704

Signature: 

Printed Name: David Matthews

Title: Administrator

Email: _matthewsds@doj.state.wi.us (correspondence related to this agreement can be sent to Special Agent in Charge Christopher DeRemer at deremercf@doj.state.wi.us)

Date: 07/02/2015

BNSF Railway Company
2650 Lou Menk Drive
Fort Worth, Texas 76131-2830

Signature: _____

Printed Name: _____

Title: _____

Email: _____

Date: _____

SCHEDULE A

Multifactor Authentication Software

BNSF uses RSA SecurID soft tokens to access SECURETRAK. Soft tokens are software which generate a passcode based on a PIN. The soft token software is obtained from the RSA EMC website:
http://www.emc.com/security/rsa-securid/rsa-securid-software-tokens.htm#!offerings_for_laptops_and_desktops. The RSA EMC website details minimum system requirements to run the soft token generator software.

Multifactor Authentication Policy

Individual users log in using their PIN and generated passcode. PINs are a minimum of 6 characters. The generated passcode is valid for 60 seconds before it needs to be generated again.

When registering for a token, BNSF distributes the token file, a password to import the token file, and a randomly generated PIN to the individual user. BNSF redistributes a new randomly generated PIN to the individual user if a PIN needs to be reset for any reason.