

OGRA's Winter Web App

Pilot Agreement



OVERVIEW

Thank you for your interest in piloting the Winter Web App. This pilot program is being offered to a limited number of organizations/municipalities outside of Ontario (Canada). We hope you will find the Web App to be useful in generating your organization's very own Winter Operations Planning Document.

The Web App (to date) has been designed primarily based on the winter operations standards of Ontario (the Minimum Maintenance Standards). The pilot program has been initiated to determine what modifications need to be made to the Web App's content in order for it to be equally beneficial to jurisdictions beyond Ontario. **Therefore, we will be relying heavily on your feedback, once you have used the Web App.**

In order to gain access to the Winter Web App, please:

1. Complete our online questionnaire (Click [Here](#)).
2. Fill out all the fields in this PDF document.
3. Sign and Send a scanned copy of this entire document to Fahad@ogra.org

Please note that signing this Agreement does not guarantee access to the Web App; however, your chances are high if you send in the signed Agreement right away.

Should you have any questions, please feel free to contact us.

This Agreement (the "Agreement") is being made on: _____ / _____ / 2014.
Day Month

BETWEEN: Ontario Good Roads Association a not-for-profit Ontario (Canada) corporation representing the Transportation and Public Works interests of Ontario municipalities - located at 1525 Cornwall Road Suite 22, Oakville ON L6J 0B2, Canada.

(Hereinafter referred to as "OGRA")

AND: (The "Piloting Organization" as identified below)

Organization Name

Organization Mailing Address (Line 1 of 2)

Organization Mailing Address (Line 2 of 2)

*Approx. Area of your Jurisdiction
(Miles² or KM²)*

Approx. Lane Miles/KMs

*Average Snowfall per Year
(CM or Inches)*

*Typical Seasonal Salt Usage
(Weight)*

Full Name of Individual (Signing on behalf of the Organization)

Title of the above Individual

Primary Telephone Contact of the above Individual

Email Address of the above Individual

Please Note:

In this Agreement, the "Individual" should be someone who is responsible for the winter operations for the identified organization.

1. GENERAL

This Agreement sets out the terms and conditions to which the above Parties have agreed to for the use of the Winter Web App.

- 1.1 *Whereas* OGRA is an Ontario based organization;
- 1.2 And *Whereas* OGRA provides the Winter Web App;
- 1.3 And *Whereas* OGRA wishes to offer a temporary licence for the use of the Winter Web App to the Piloting Organization to develop a comprehensive winter maintenance operations plan, with limitations and expectations as identified herein;
- 1.4 Now *therefore* both parties agree to the following:

2. DEFINITIONS

- 2.1 “Software” includes the database, structure, code and any other elements that have been produced on the distribution media for the purpose of providing the Software to the Piloting Organization.
- 2.2 “Winter Maintenance Operations Planning Web App” refers to the trade name ascribed to the Software for the purpose of marketing and distributing the Software to users.
- 2.3 “Agreement” refers to this Agreement exclusively.
- 2.4 “Term” refers to the period of the license while in force and given that the terms and conditions are being met in an ongoing manner.
- 2.5 “User” refers to any person or organization that makes use of the Software.

3. EFFECTIVE DATE AND LICENCE TERM

- 3.1 The effective date of this Agreement shall be when OGRA grants to the Piloting Organization access to the Winter Web App.
- 3.2 All access to the Winter Web App will automatically terminate on April 1, 2015. Beyond that date, the Piloting Organization will have the option to continue using the service for a cost.

- 3.3 OGRA reserves the right to cancel the Piloting Organization's access to the Winter Web App if it is found that the user is not accessing the Software, or if it being used in any manner not authorized by OGRA.

4. COST AND EXPECTATIONS FOR PILOTING THE WINTER WEB APP

- 4.1 Access to the Winter Web App will be provided at no cost to the Piloting Organization until the termination date identified in 3.2.
- 4.2 It is expected that the Piloting Organization will provide detailed feedback to OGRA on its experience of using the Winter Web App.

5. LICENCE GRANT

- 5.1 OGRA grants to the Piloting Organization a non-exclusive, non-transferable licence to use the Software or portion thereof for the Piloting Organization's own use and in accordance with the specifications published by OGRA, if any.
- 5.2 OGRA will provide a single user ID and password to the Software for the Piloting Organization.

6. USE AND MODIFICATION

- 6.1 The Piloting Organization is responsible for determining the appropriate use to be made of the Software and establishing the limitations of the Software in its operation.
- 6.2 The Piloting Organization agrees not to modify, amend, disassemble, decompile, reverse engineer or create derivative works of the Software provided under this Agreement.

7. OGRA RIGHTS

- 7.1 The Piloting Organization's rights to the Software are expressly limited to the right of use, as set forth in this Agreement. The Software shall at all times remain the property of OGRA and the Piloting Organization shall have no right, title or interest therein, except as otherwise stated.
- 7.2 The Piloting Organization shall keep confidential and protect from unauthorized disclosure by its employees, agents or customers the

contents of the licenced Software. This obligation survives the termination of the Agreement.

- 7.3 The Piloting Organization shall not sell, transfer or otherwise make available the Software to others.

8. DISCLAIMERS OF WARRANTIES

- 8.1 OGRA will not be liable for any failure or delay in performance due in whole or in part to any cause beyond the control of Licensor's. In no event will OGRA be liable for any indirect, special or consequential damages including damages arising from the Piloting Organization's lost profits, arising out of this Agreement or the products or services provided herein.
- 8.2 There are no express or implied conditions or warranties, including the warranties of merchantability and fitness for a particular purpose not specified herein respecting this Agreement, Software documentation or services provided.
- 8.3 This Agreement is governed by Applicable Canadian law.
- 8.4 Except as provided above, this Software and any related services or content accessible through the Software is provided "as-is", and to the maximum extent permitted by Applicable law, OGRA disclaims all other representations and warranties, express or implied, regarding this Software, disks, related materials and any such services or content, including their fitness for a particular purpose, security, or their non-infringement.

9 ENTIRE AGREEMENT

- 9.1 This Agreement (consisting of Sections 1 throughout 9 inclusive) represents the entire Agreement between the Parties with regard to the matters dealt with and supersedes all prior oral and written proposals and communications.

ACCEPTANCE AND SIGNATURES

The Piloting Organization acknowledges that it has read this Agreement (consisting of sections 1 through 9 inclusive) and shall be bound by its terms and conditions.

_____ I acknowledge that a critical component of being granted access to
Initials the Software at no cost is my mandate to provide detailed feedback to
OGRA on the experiences using the Winter Web App, in a manner
that will be identified by OGRA.

Name of Individual Signing on behalf of Piloting Org.

Signature

Name of Piloting Organization

Date



REMINDER: Prior to submitting this document back to OGRA, please remember to:

- 1) Fill the [online questionnaire](#) discussed earlier (in page 2), and
- 2) Complete the lined items on page 3 of this document, and
- 3) Submit your scanned copy containing all seven (7) pages of this PDF to OGRA.