PA Bridge Management System 2 and iForms
USER AGEEMENT
LICENSE, CONFIDENTIALITY AND NON-DISCLOSURE TERMS AND CONDITIONS

1. **System Description:** The PA Bridge Management System 2 (BMS2) stores structure inventory, inspection and appraisal data required by the needs of the Pennsylvania Department of Transportation, the Federal Highway Administration, and other public highway bridge owners. *i*Forms is data collection software that collects and transfers inspection data to and from BMS2 to support the bridge inspection data needs of the Department and the Federal Highway Administration. Hereafter, the term "System" will apply to BMS2 and *i*Forms, either in whole or part. The System is available through the web for external users to submit inspections, view and edit bridge data, and to store electronic files in the Department's Electronic Document Management System (EDMS). Approved users will have access according to their security authorization level for the subset of bridges approved by the Department and the roles outlined on the BMS User Authorization Request Form.

2. **License**. "User" acknowledges that the information contained within this site is password-protected and is and shall remain the exclusive intellectual property of the Commonwealth of Pennsylvania (Commonwealth), acting through the Pennsylvania Department of Transportation (PennDOT). PennDOT grants User a non-exclusive and non-transferable limited license to access the proprietary information, comprised of BMS2 software, *i*Forms software and the data contained therein ("COMMONWEALTH PROPERTY").

    Each User must obtain his or her own password to access the System. User shall keep his or her password and user ID confidential and shall not share, transfer, sublicense, or otherwise make it available to any other person or entity.

    The right to electronically access and display COMMONWEALTH PROPERTY retrieved from the System is subject to the following terms and conditions:

    ♦ **Restrictions**.   The COMMONWEALTH PROPERTY contains copyrighted material and other proprietary material owned by PennDOT and the Commonwealth.   User acknowledges and agrees that the COMMONWEALTH PROPERTY is proprietary and confidential and may be used only by qualified individuals. User may not modify, sell, sublicense, or distribute the COMMONWEALTH PROPERTY in any way, or create derivative works based upon the COMMONWEALTH PROPERTY and may not decompile, reverse engineer or decode the System, in whole or in

PA Bridge Management System 2 and iForms
USER AGEEMENT
LICENSE, CONFIDENTIALITY AND NON-DISCLOSURE TERMS AND CONDITIONS

part.

♦ User agrees to guard the COMMONWEALTH PROPERTY with the same diligence with which it guards its own proprietary information. If User needs to disclose all or part of a specific software logic, program instructions, or data to a third party to assist in the work or service performed by or for the User, it may do so only if User first obtains the express written consent of the Commonwealth and such third parties sign agreements containing substantially the same terms and conditions as those contained herein. This includes but is not limited to consultant engineering staff, programmers, consultant, IT personnel or other authorized users.

♦ Except, as provided herein, User may not use the COMMONWEALTH PROPERTY or retrieve COMMONWEALTH PROPERTY from the System in any fashion that infringes the copyrights or other interests therein.

3. **Access to the System:** Only individuals authorized by PennDOT may access the System.

4. **Indemnification.** User shall indemnify, hold harmless, and defend (if requested) the Commonwealth, PennDOT and their officers, agents, employees, from all suits, actions or claims of any character, name or description resulting from User's access to and use of the System.

5. **No Warranties**: PennDOT makes no warranties that User's access to use of the COMMONWEALTH PROPERTY will be error free or successful. User receives no warranty, express or implied, and there are expressly excluded all warranties of merchantability and fitness for a particular purpose.

6. **Government Rights.** It is understood that certain funding may have been provided or used for the development of the System by the Federal government. Accordingly, the rights to Works or Patentable Items of Contractors or subcontractors hereunder will be further subject to government rights as set forth in 37 C.F.R. Section 401, and other applicable statutes.

7. **Miscellaneous**. These terms and conditions may be changed from time to time by PennDOT and shall become effective immediately upon written or electronic notice to User. User's access may be terminated immediately upon notice to PennDOT that the User does not accept the changes. PennDOT may

D-494A (10-07)

PA Bridge Management System 2 and iForms
USER AGEEMENT
LICENSE, CONFIDENTIALITY AND NON-DISCLOSURE TERMS AND CONDITIONS

also terminate User's access to the System for breach of User's Agreement with PennDOT including this license or suspend or discontinue providing access to the System to User without notice and pursue any other remedy legally available to enforce compliance with any of User's obligations hereunder. The User may not assign his or her rights or delegate use of his or her User ID and password to the System without the prior written consent of PennDOT

☐ **I HEREBY AGREE TO ABIDE BY AND COMPLY WITH ALL TERMS AND CONDITONS SET FORTH HEREIN.**

USER NAME: _____

USER SIGNATURE: _____

DATE: _____

FEDERAL IDENTIFICATION NUMBER: _____