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IMPORTANT-READ CAREFULLY: This End-User Licence Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Lonrix Limited (Lonrix) for your use of the JunoAMS Framework that accompanies this EULA, which includes computer software and may include associated media, printed materials, "online" or electronic documentation, and Internet-based services ("Software").

YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT USE THE SOFTWARE. YOUR CONTINUED USE OF THE SOFTWARE IS ACCEPTANCE OF THE TERMS OF THIS EULA.

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DEFINITIONS:

Analyst(s)	means an individual formally nominated by the Licensee to use the Software on its behalf, including staff and authorised consultants.
Client Data	means data uploaded or entered by the Client or its authorised users into the Software, including infrastructure records, models, results, and analyses.
Company	means Lonrix Limited, a company incorporated in New Zealand.
Legacy Client	Legacy Client means any Client whose subscription commenced before 01 April 2023 and who, as of that date, had access to all then-available Modules without additional fees.
Licensee or Client	means the entity that has subscribed to the Software.
Module or Software or JunoAMS	means any functional component or product within the Juno Asset Management System suite (including, without limitation, JunoViewer, JunoModel, JunoPlan, JunoBridge, JunoJob, JunoIntelligence and Juno Cassandra) that Lonrix may make available from time to time.
Usage Data	means information generated by or relating to the operation of the Software, including logins, page access, machine identifiers, license selections, and system performance metrics, but excluding Client Data.

1. GRANT OF LICENCE.

Lonrix grants you the following rights provided that you comply with all terms and conditions of this EULA:

1.1 Modular Subscription Licence

- i Subject to compliance with this EULA (including payment of applicable fees), Lonrix grants you a limited, non-transferable, revocable, non-exclusive license to access the Software for which you or your organization have subscribed and paid, through the provided user interfaces, to access your organizations' network data and to utilize the functionalities provided by the JunoAMS Framework via the user interfaces provided by the Software.
- ii If you are a Legacy Client, your license includes access to all Modules you historically accessed as part of your subscription as at 01 April 2023.
- iii If you are not a Legacy Client, your license extends only to those Modules for which you have subscribed and paid applicable fees.
- iv Regardless of whether you are a Legacy Client, any Module introduced after 01 April 2023, including Juno Cassandra, requires a separate subscription and acceptance of any Module-specific terms.

1.2 Nomination of Analysts

Licensees may nominate Analysts. Each Analyst may be issued a machine-specific license, depending on the module of JunoAMS subscribed to. Licenses may not be shared, transferred, or used by unauthorised individuals.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS**1.3 Consent to Use of Data.**

By agreeing to these terms of use and using the Software, you consent to Lonrix collecting and processing Usage Data. Usage Data may be used to verify compliance with license terms, facilitate improvements to the Software, detect anomalies, and conduct audits. Lonrix may contact Clients to confirm that nominated analysts are duly authorised. Lonrix will not access Client Data except

- i with the Client's consent;
- ii as required to provide support services, or;
- iii where required by law.

1.4 Account and Password Management

As a register user of the Software, you and other persons in your organization will be responsible for managing your account. You are solely responsible for maintaining the confidentiality and security of

your Account and of the password(s) needed to access your Account. You should not reveal your Account information to anyone else, and must not use, or attempt to access or use anyone else's Account. You are entirely responsible for all activities that occur on or through your Account, and you agree to immediately notify Lonrix of any unauthorized use of your Account or any other breach of security. Lonrix shall not be responsible for losses arising from unauthorized use of accounts, except to the extent such losses result from negligence or wilful misconduct on the part of Lonrix.

1.5 Third Party Consultants / Analyst nomination

A Licensee may nominate authorised individuals ("Analysts"), including staff of the Licensee or staff of third-party consultants, to use the Software on its behalf. Analysts must be expressly nominated by the Licensee and their use is subject to the terms of this EULA. Lonrix may issue machine-specific licenses tied to nominated Analysts.

3. RESERVATION OF RIGHTS AND OWNERSHIP.

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- a) the Software, and associated documentation (including all copies, components thereof and all upgrades, modifications, enhancements and derivative works thereof)("Documentation"); and,
- b) all copyrights, patent rights, trade secret rights, trademark and other intellectual property and other proprietary rights embodied in or relating to the Software or Documentation.

You acknowledge and agree that you shall have no rights with respect to any of the foregoing other than the limited rights expressly set forth in this EULA. Lonrix expressly reserves all rights in the Software and Documentation not specifically and expressly granted to you in this EULA. It is acknowledged that all rights, title and interest in and to the Software and Documentation will remain vested exclusively with Lonrix.

4. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILE, AND DISASSEMBLY.

You may not reverse engineer, attempt to derive the source code, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

5. NO RENTAL/COMMERCIAL HOSTING.

You may not rent, lease, lend or provide commercial hosting services with the Software.

6. ADDITIONAL SOFTWARE/SERVICES.

This EULA applies to updates, supplements, add-on components, or Internet-based services components, of the Software that Lonrix may provide to you (or your organization) or make available to you (or your organization) after the date you obtain your initial copy of the Software, unless Lonrix Ltd provide other terms along with the update, supplement, add-on component, or Internet-based services component.

7. NOT FOR RESALE.

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8. EXPORT RESTRICTIONS.

You acknowledge that the Software is subject to New Zealand export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Software, including the New Zealand Export

Administration Regulations, as well as end-user, end-use, and destination restrictions issued by New Zealand and other governments.

9. DISCLAIMER OF WARRANTIES OR GUARANTEES.

The Software, including JunoViewer and all Modules, is provided 'as is' and 'as available'. To the maximum extent permitted by law, Lonrix disclaims all warranties, express or implied, including merchantability, fitness for a particular purpose, accuracy, reliability, title, non-infringement, or uninterrupted operation. No advice or information provided by Lonrix creates any warranty not expressly stated in this EULA or the License Agreement.

Considering the nature of the Software and that users have the ability to upload data to the Software, depending on the Modules they have activated, Lonrix will make every reasonable effort to ensure that the Software is clear of viruses, malware, or other harmful components. However, Lonrix cannot guarantee the complete absence of such threats, and users are encouraged to implement their own security measures and exercise caution when using the Software.

Lonrix does not warrant or guarantee the absence of negligence or the lack of workmanlike effort by users. Lonrix does not warrant or guarantee title, quiet enjoyment, quiet possession, correspondence to description, or non-infringement with regard to the Software.

Notwithstanding the foregoing, Lonrix will take commercially reasonable measures to maintain the security, availability, and confidentiality of user data within the Software as described in the agreement.

10. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.

To the maximum extent permitted by applicable law, Lonrix or its suppliers shall not be held liable for any damages arising out of or in any way related to the use of or inability to use the Software. This includes, but is not limited to, special, incidental, punitive, indirect, or consequential damages. Such damages may involve loss of profits or confidential, business interruption, personal injury, loss of privacy, failure to meet any duty or service including good faith or reasonable care, negligence, or any other pecuniary loss. This applies to the provision or failure to provide support, information, software, and related content through the Software or otherwise under or in connection with any provision of this End User License Agreement (EULA). It is applicable even in the event of fault, tort (including negligence), misrepresentation, strict liability, breach of contract, or breach of warranty by Lonrix or any supplier, and regardless of whether Lonrix or any supplier has been advised of the possibility of such damages. Any claim shall be subject to the provisions of the License Agreement entered between Lonrix and the Client – where the Client will be the entity named under the License Agreement with Lonrix, and the Administrator employed by the Client will have the right to grant access to users under the License Agreement.

11. LIMITATION OF LIABILITY AND REMEDIES.

Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of Lonrix and any of its suppliers under any provision of this EULA and your exclusive remedy hereunder (except for any remedy of repair or replacement elected by Lonrix) shall be limited to the greater of the actual damages you incur in reasonable reliance on the Software up to the amount actually paid by the Client for the Software subscription licence. The foregoing limitations, exclusions and disclaimers (including Sections 10 and 11) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose, subject to the provisions of the License Agreement entered between Lonrix and the Client – where the Client will be the entity named under the License Agreement with Lonrix, and the Administrator employed by the Client will have the right to grant access to users under the License Agreement.

12. ACCURACY

The Software creates modules and performs calculations on the basis of data and video recording uploaded by you. While Lonrix endeavours to provide accurate calculations and decision-making tools, you are ultimately responsible for the decisions you make based on the output from any of the tools in our software. Accordingly, Lonrix does not make any representation or warranty that the information produced by your use of the Software is reliable, accurate or complete. Further, Lonrix does not accept responsibility for loss suffered as a result of reliance by you upon the accuracy or currency of information produced by your use of the Software. Where the information produced by your use of the Software contains opinions or judgements of third parties, Lonrix does not purport to endorse the contents of that opinion or advice nor the accuracy or reliability of that opinion or advice.

13. APPLICABLE LAW.

If you acquired this Software in New Zealand, this EULA is governed by the laws of New Zealand. If you acquired this Software in any other country, then local law shall apply.

14. ENTIRE AGREEMENT; SEVERABILITY.

This EULA (including any addendum or amendment to this EULA which is included with the Software) is the entire agreement between you – as end user - and Lonrix relating to the Software and the support services (if any) for accessing the Software and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA.

Nothing in this EULA shall diminish or restrict the rights of a Legacy Client with respect to Modules they historically accessed. However, Legacy Clients acknowledge that new Modules introduced after 01 April 2023 are not included in their license and require separate subscriptions for each module.

If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

If you acquired the Software or any support services in Australia, New Zealand or Malaysia, please see the "Consumer rights" section below.

The Software is designed and offered as a general-purpose software, not for any user's particular purpose. You accept that no Software is error free and you are strongly advised to back-up your files regularly.

15. GOOGLE, BING, AWS, Azure and ArcGIS API USE.

- i The Software includes features that make use of Google, Microsoft Bing, AWS, Azure and ArcGIS Application Programming Interfaces (APIs). By agreeing to these terms of service, the user also agrees to the terms of use of these third-party service providers, including their Indemnity clauses and limitation of liability.
- ii Responsibility for Breaches. You agree that you are solely responsible for (and that Lonrix has no responsibility to you or to any third party for) any breach by you of your obligations under the Terms and for the consequences (including any loss or damage which Lonrix, Google or Microsoft or AWS, Azure or ESRI may suffer) of any such breach.

16. AUTHORITY TO ACCEPT THE TERMS.

You represent that you have full authority to accept these Terms. If you are accepting on behalf of your employer or another entity, you represent that you have full legal authority to bind your employer or such entity to these Terms. If you don't have the legal authority to bind, please ensure that an authorized person from your entity consents to and accepts these Terms.

17. INDEMNITY.

Should you breach any of the provisions of this End User Licence Agreement you hereby agree to indemnify, defend and hold Lonrix harmless from and against any claim or liability arising out of the use of the Software, including components supplied by Google or Bing Maps or any other third-party provider, if applicable.

18. TERMINATION OR SUSPENSION.

Lonrix may suspend or terminate access if you breach this EULA, fail to pay fees, or misuse the Software. Upon termination, you must cease all use and destroy copies that may have been installed on your own infrastructure.

19. PRIORITY

In the event of conflict:

1. the License Agreement prevails over all other documents;
2. the Module Annex prevails over the general terms of this EULA; and
3. this EULA applies in all other respects.:

MODULE ANNEX 1 – JUNOVIEWER

1. **License and Access**

- a. JunoViewer is licensed per Client on a subscription basis.
- b. As the base module for analytics and reporting, this module is compulsory for all JunoAMS implementations.
- c. The system is provided under the Software-as-a-Service model through www.junoviewerweb.com
- d. The License includes road condition data storage in line with the provisions of the License Agreement.

2. **Data Handling**

- a. Lonrix will host data on the Lonrix Infrastructure.
- b. Lonrix may collect Usage Data including logins and page access.
- c. Lonrix reserves the right to audit license usage

3. **Subscription Terms**

- a. JunoViewer, as the base compulsory module, requires a separate subscription except for Legacy Clients.
- b. Subscription terms are defined in the License Agreement or quotation.

MODULE ANNEX 2 – JUNOMODEL

1. **License and Access**

- a. JunoModel is licensed per Client on a subscription basis.
- b. The system is provided under the Software-as-a-Service model

2. **Data Handling**

- a. Lonrix will host data on the Lonrix Infrastructure.
- b. Lonrix may collect Usage Data including logins and page access.
- c. Lonrix reserves the right to audit license usage

3. **Subscription Terms**

- a. JunoModel requires a separate subscription except for Legacy Clients.
- b. Subscription terms are defined in the License Agreement or quotation.

MODULE ANNEX 3 – JUNOPLAN

1. License and Access

- a. JunoPlan is licensed per Client on a subscription basis.
- b. The system is provided under the Software-as-a-Service model

2. Data Handling

- a. Lonrix will host data on the Lonrix Infrastructure.
- b. Lonrix may collect Usage Data including logins and page access.
- c. Lonrix reserves the right to audit license usage

3. Subscription Terms

- a. JunoPlan requires a separate subscription except for Legacy Clients.
- b. Subscription terms are defined in the License Agreement or quotation.

MODULE ANNEX 4 – JUNOJOB

1. License and Access

- a. JunoJob is licensed per Client on a subscription basis.
- b. The system is provided under the Software-as-a-Service model
- c. Workflows, reports and forms is configured based on client specifications.

2. Data Handling

- a. Lonrix will host data on the Lonrix Infrastructure.
- b. Lonrix may collect Usage Data including logins and page access.
- c. Lonrix reserves the right to audit license usage

3. Subscription Terms

- a. JunoJob requires a separate subscription for all Clients.
- b. Subscription terms are defined in the License Agreement or quotation.

MODULE ANNEX 5 – JUNOBRIDGE

1. License and Access

- a. JunoBridge is licensed per Client on a subscription basis.
- b. The system is provided under the Software-as-a-Service model
- c. Workflows, reports and forms is configured based on client specifications.

2. Data Handling

- a. Lonrix will host data on the Lonrix Infrastructure.
- b. Lonrix may collect Usage Data including logins and page access.
- c. Lonrix reserves the right to audit license usage

3. Subscription Terms

- a. JunoBridge requires a separate subscription for all Clients.
- b. Subscription terms are defined in the License Agreement or quotation.

MODULE ANNEX 6 – JUNOINTELLIGENCE

4. License and Access

- a. JunoIntelligence is licensed per Client on a subscription basis. A fee is agreed upon between Lonrix and the Client, based on the number of lane kilometres that will be processed through JunoIntelligence, and the frequency of these video surveys.
- b. The License includes the right to upload and process video data using dashcam equipment approved by Lonrix, the Juno Smartphone application or as otherwise agreed with the client.

5. Data Handling and Residency

- a. Video data uploaded into JunoIntelligence may contain sensitive information (e.g., vehicle images, locations). This may be masked by Lonrix at the request of the Client based on the model available in JunoIntelligence for masking human faces and registration plates of vehicles.
- b. Lonrix will host and process such video data in accordance with the Client's contractual requirements for data residency (e.g., local servers or approved cloud regions) if specifically requested. Where no request is made, Lonrix shall determine the most suitable location to host data. Lonrix does not guarantee compliance with any specific data residency law unless expressly agreed in the License Agreement.
- c. Clients are responsible for ensuring that their collection and provision of video data complies with applicable privacy and data protection laws in their jurisdiction, as well as with the specifications for video recording provided by Lonrix.

6. Processing Scope

- a. JunoIntelligence analyses video and related data to detect pavement defects, road furniture assets, lane markings, and features as it may have Artificial Intelligence models for from time-to-time.
- b. While every effort is made to ensure the quality of data outputs, and Quality Assurance is performed in line with the License Agreement for JunoIntelligence between Lonrix and the Client, Lonrix provides results "as is" and does not guarantee that all defects or assets will be detected. Clients remain responsible for verifying and acting on analysis results.

7. Security and Confidentiality

- a. Lonrix will take reasonable measures to protect video data against unauthorised access, alteration, or loss.
- b. Lonrix may use anonymised or aggregated JunoIntelligence Usage Data (e.g., system performance metrics, error rates) for system improvement.

8. Third-Party Equipment and Services

- a. Where dashcams or storage solutions are provided by third parties, Lonrix disclaims liability for their performance.
- b. The Client remains responsible for installation, maintenance, and lawful use of such equipment unless otherwise agreed.

9. Subscription Terms

- a. JunoIntelligence requires a separate subscription.
- b. Subscription terms (processing and storage fees, renewal, payment) are defined in the License Agreement or quotation.

MODULE ANNEX 7 – JUNO CASSANDRA

1. Licensee and Analysts

- a. The License for Juno Cassandra (<https://junocassandra.com/>) is held by the Client (the infrastructure owner or agency).
- b. The Client may nominate one or more Analysts to operate Juno Cassandra on its behalf. Analysts may be staff or third-party consultants.
- c. Each Analyst will be issued a machine-specific license tied to a unique machine identifier. Licenses may not be shared or transferred.

2. Scope and Element Limits

- a. Each License is limited by the maximum number of “Elements” allowed for that Client.
- b. The definition of Elements depends on the network type:
 - i. Road networks: road segments
 - ii. Water networks: pipe elements
 - iii. Bridge networks: structural components (e.g., trusses, piers)
- c. Analysts must ensure their input data does not exceed the Client’s licensed element limit.

3. Data Collection and Auditing

- a. Lonrix may collect Usage Data including logins, machine identifiers, license selections, and element counts.
- b. Lonrix may use anomaly detection to identify irregular license use.
- c. Lonrix reserves the right to audit license usage, including contacting the Client to confirm Analyst authorisation.
- d. Lonrix will not access or analyse Client Data (input models or results) except with Client consent, for support, or as legally required.

4. Responsibilities of the Licensee

The Client must ensure that:

- a. Analysts are formally nominated;
- b. Analysts do not use the License for work benefiting non-licensed clients;
- c. Lonrix is promptly notified when Analysts are added or removed.

5. Subscription

- a. Cassandra is available only through a separate subscription. Legacy Clients must also obtain a subscription before using Cassandra.
- b. Subscription terms (fees, renewal, payment) are defined in the License Agreement or quotation.
- c. Cassandra is accessed through <https://junocassandra.com/>

6. Free Use Version

- a. Lonrix **may** provide a limited “free use” version of Cassandra. This version is restricted in features and project capacity and is for evaluation only.
- b. The free use version is provided solely for evaluation purposes and may be time-limited at the discretion of Lonrix.
- c. Commercial use of the free version is prohibited unless otherwise agreed in writing.