

SLA Special Terms

The following terms are incorporated into the Agreement between You and Transoft in respect of the Software described in the invoice or quote issued by Transoft to You, the terms and conditions of the software license agreement in respect of such Software and all attached schedules and any amendments or addenda (including this document):

AirTOP Application Programming Interface

API Usage. AirTOP provides an Application Programming Interface (“API”) that can be used by Authorised Users to develop custom plugins that extend the abilities of AirTOP or provide additional processing or handling of AirTOP data. You must agree to the following conditions for using the API:

1. You must have an active AirTOP license with the “API” module for each developer that will be writing custom plugin code.
2. You must have an active AirTOP license with the “API_DEPLOY” module for each end user of the software that will be using any custom plugin to AirTOP on their workstation.

Restrictions. You may not use the API to develop any function that is illegal, unauthorized, improper, or that will reproduce functionality of AirTOP, compete with AirTOP or circumvent any license restrictions, or otherwise misuse AirTOP.

You may not use outputs of the API to produce derivative works of AirTOP software. You may not store outputs of the API in a way that will cache or persist the data so that it can be accessed without the consumer of the data requiring a valid AirTOP license.

Transoft Solutions reserves the right to prohibit the use of the API or plugins based on our sole discretion. If you have any questions about proper use of the API, create a support request on our website. <https://www.transoftsolutions.com/support/>

Support. Transoft support services will provide support to access the API, and ensure that data retrieved from the API matches the output generated by AirTOP software. Transoft will not provide any additional support for development and operations of custom plugins.

Indemnity. You agree that Transoft will have no liability for any use that You make of (i) the API and (ii) your custom plugins. You indemnify and hold harmless Transoft from any and all claims, damages, liabilities, costs and fees (including reasonable attorneys’ fees) arising from using the API or any custom plugins written to work with the API.

AutoTURN Online

1. “Maximum Amount of Data Storage” means the maximum amount of data that each Authorized User may store on Transoft provided storage media using the Software, as determined from time to time by Transoft in its discretion. Currently the Maximum Amount of Data Storage pursuant to Transoft’s standard terms of use for the SaaS Products and Services is 100MB. Transoft may in its discretion offer to make available additional storage capacity to the Subscriber for an additional fee and otherwise on terms and conditions acceptable to Transoft.
2. The Subscription Fee for AutoTURN Online is based on the understanding that You will not exceed the Maximum Amount of Data Storage. Should You exceed the Maximum Amount of Data Storage, Transoft is entitled to charge an additional fee to You, as determined by Transoft.
3. Service Levels. Transoft’s service level commitment is that the Online Services will be made available for use for a minimum of 99.5% of the time during each calendar year. Notwithstanding the foregoing,

the Subscriber acknowledges and agrees that the Online Services may be unavailable from time to time as a result of scheduled and unscheduled maintenance or other circumstances beyond the control of Transoft. In the event that Transoft is not able to meet the service level commitment for the availability of the Online Services, Transoft may, at its sole discretion, extend the Initial Term or any Renewal Term by a corresponding period of time in which the Online Services was unavailable. The Subscriber agrees that any such extension of the Initial Term or any Renewal Term will be the Subscriber's only form of compensation in respect of Transoft not meeting the service level commitment and that such compensation will be at Transoft's sole discretion. Furthermore, Subscriber acknowledges and agrees that Transoft shall not be responsible for Subscriber's inability to access or use the Online Services as a result of failures, errors unavailability or inoperability of Subscriber's equipment or communication services or any service, equipment or communication disruptions to the extent such disruptions are caused or contributed to by Subscriber or any third parties.

AMAG SMART Platform

Software as a Service. AMAG SMART platform and contained modules (SMART) are provided as Software as a Service under a limited term Subscription License, as described in Schedule A to the SLA.

Service Level Warranty. SMART will be provided with the Service Level Warranty described in Schedule "E" of the Software License Agreement (6.4), with the following limitations:

5) Initial response time guarantees for errors of any severity will be within 24 hours of the initial report. Transoft will do everything within its abilities to meet the resolution targets based on the severity level.

9) SMART does not provide any availability targets for edge computing on on-premises systems. Availability of any such systems will be the responsibility of the customer.

10) b):

The Sum of all Response Time Credits and Service Level Credits may not exceed 20% of the pro-rated monthly Subscription or MAP fees for the period in which the Credits were awarded.

Data limits. Unless specifically otherwise agreed, data for processing for SMART traffic studies will be limited to 168 hours of video per camera. SMART data limits that are processed outside of Transoft's servers are subject to any data limits provided in the quotation or invoice.

Video Quality. You are responsible for providing video of sufficient quality for analysis by Transoft. Calibration and video quality checks must be performed prior to primary video analysis is commenced. Processing of the video data should not be commenced until the video quality and configuration is confirmed. Transoft makes no guarantee that video received will be of sufficient quality to generate reliable analysis and bears no liability in that regard. Failure by You to provide video of sufficient quality will not result in a refund.

Camera setup. You must adhere to the following criteria when setting up cameras to collect video of the intersection that is referenced in the Invoice as the subject of the SMART traffic study. Failure to set up cameras correctly may impair video quality and result in refusal by Transoft to process such data.

1. Adhere to file naming convention for video file ingestion (see details in the attached data collection guide)
2. 720p High definition video (1280 x 720) preferred; higher than 1080p resolution not accepted
3. Video Codec H264 and H265 standards for MP4, no extra/additional compression
4. AVI and MP4 are the acceptable formats; native AVI files must not be converted to MP4
5. A preferred frame rate of 30fps, minimum 15 and maximum 60 fps (fixed frame rate, not variable)
6. Minimum camera height 6.5 meters (21.3 feet) above road surface

7. Minimum video bitrate of 5000 kbps, unless agreed otherwise in writing
8. No major occlusion of video with poles, trees, signs, etc.
9. A preferred video field of view coverage at least 20 meters (65.6 feet) back from the stop bar per approach
10. All major road user conflict points captured by the camera(s)
11. No movement/repositioning of the camera during the data collection period. Measures must be taken to prevent disturbance while replacing storage cards and/or batteries
12. Video duration must be between 15 minutes and 1 hour; preferably 1-hour long
13. The camera needs to be mounted on a rigid platform to minimize shaking due to winds and nearby vehicle movements
14. All video data should be uploaded directly to the SMART platform by You. A video upload guide will be provided to help you in the task.

Reprocessing Fees. If for any reason Transoft must reprocess Your original video data after the initial processing has been performed, additional fees will apply.

Data storage. Transoft may store Your data and analysis on its servers in order to provide the service. You may access Your data and analysis up to the subscription expiry date (“Expiry Date”) indicated on the invoice, unless extended through renewal of subscription, or otherwise separately and specifically agreed in writing. All data and analysis are only guaranteed to be retained by Transoft for 30 days after the Expiry Date. If You wish to retrieve and/or reinstate any such data and analysis, this service will be subject to a separate fee comparable to renewal of Subscription.

Unless otherwise noted in the terms of the signed quotation or invoice, customer data will be stored in Australia.

Ownership of data. All video data supplied by (or on behalf of) You shall remain Your property. All analysis and any reports generated by Transoft concerning such data including annotated video segments are provided to You under license and are Yours to download and retain and use in perpetuity. Transoft may use Your data to train its system and enhance the quality of analysis provided and, on an anonymized basis to aggregate with other data for statistical research and product development. All Intellectual Property developed by Transoft and employed in the provision of analysis to You will remain the inalienable property of Transoft.

No liability for external reports. Transoft bears no responsibility for recommendations made by external engineers or other professional service providers (“Specialists”) in any reports procured by Transoft on Your behalf. Transoft’s role in procurement of such Specialists’ reports is purely as an agent. All opinions and recommendations made by such Specialists are made in their own professional capacity and any liability arising from such opinion and recommendations shall remain solely with such Specialists. Transoft bears no liability for any such opinions or recommendations and makes no warranty therefor. You fully indemnify Transoft for any and all claims that may arise as a result of You implementing any recommendations made by such Specialists, whether directly or indirectly and regardless of whether such recommendations were made negligently.

AssetMapper

Software as a Service. AssetMAPPER is provided as Software as a Service under a limited term Subscription License, with the Expiry Date for such license indicated in the date of the Quote or Invoice.

Service Level Warranty. AssetMAPPER will be provided with the Service Level Warranty described in Schedule “E” of the Software License Agreement (6.4), with a limitation on section 10) b): The Sum of all Response Time Credits and Service Level Credits may not exceed 20% of the pro-rated monthly Subscription or MAP fees for the period in which the Credits were awarded.

Data Processing Costs. Processing of video data on the platform will be subject to processing fees. The necessary fees or credits required to process a particular segment of video will be communicated by Transoft or through the AssetMAPPER software prior to performing the processing. Any subsequent processing of new video data or reprocessing of existing video data will also be subject to the applicable fees.

Video Quality. You are responsible for providing video of sufficient quality for analysis by Transoft. You are responsible for checking video quality checks prior to the commencement of primary video analysis. Processing of the video data should not be commenced until the video quality and configuration is confirmed. Transoft makes no guarantee that video received will be of sufficient quality to generate reliable data collection and bears no liability in that regard. Failure by You to provide video of sufficient quality will not automatically result in a refund.

Camera setup. Where You are setting up cameras to collect video for AssetMAPPER, the following criteria must be adhered to. Failure to set up cameras correctly may impair video quality and result in refusal by Transoft to process such data:

1. Camera must be of the model GoPro MAX 360°
2. Minimum video resolution of 2000 x 1000;
3. Minimum frame rate of 15 frames per second;
4. Frame rate must be constant throughout video collection period;
5. Camera must have valid GPS data enabled;
6. Camera must be mounted on the collection vehicle adhering to the guidelines in the supplemental documentation provided with the service, which can be found in the Help section in the software;
7. Collection vehicle must be driven adhering to the guidelines in the supplemental documentation provided with the service, which can be found in the Help section in the software.

Reprocessing Fees. If the results of the processed video are not satisfactory because of the original video quality and you choose to upload new video, you will be quoted a reprocessing cost, which you will need to agree to before video is reprocessed.

Data storage. Transoft will store Your data and analysis in order to provide the service. You may access Your data and analysis up to the subscription Expiry Date, unless You renew Your subscription. All data and analysis are only guaranteed to be retained by Transoft for 30 days after the Expiry Date, after which it may be destroyed. If You wish to retrieve and/or reinstate any such data and analysis after the Expiry Date but before it is destroyed, You will need to renew Your Subscription.

Ownership of data. All video data supplied by (or on behalf of) You shall remain Your property. All analysis and any reports generated by Transoft concerning such data including annotated video frames are provided to You under a royalty-free license and are Yours to download and retain and use in perpetuity. Transoft may use Your data to train its system and enhance the quality of analysis provided and, on an anonymized basis to aggregate with other data for statistical research and product development. All Intellectual Property developed by Transoft and employed in the provision of analysis to You will remain the sole and inalienable property of Transoft.

KeySIGN, KeySIGN Eire, KeyLINES, KeySCAPE, KeySCAPE RT, KeySCAPE LT, KeyTREE, KeyTREE LT, KeyLIGHTS, KeyPOST, KeySIGNAL, KeyACCIDENT, KeyOSC Mapper, AeroSTRIPE (together “TSUK Software”)

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may only be used on the terms of this Agreement. They may not be reverse engineered or modified in any way. They must not be copied onto a Computer Device for which a License has not been granted for the fonts. The License for the use of a copy of Keysoft Solutions software does not automatically permit the copying, or transmittal of any kind, of the font files without express permission. A License for this may be granted by Keysoft Solutions in its discretion on application by You.

To display the fonts correctly when an AutoCAD drawing using these is transferred electronically, the Real Text feature should be used. This feature is covered in detail in the User Manual. You may also create static images using the fonts.

Any True Type fonts supplied, once installed into Windows, become available for use in other software such as Microsoft Word. You are licensed (in the case of a Term License, only for the duration of the Term) to use the fonts to create and save documents. However, when a document is to be sent outside of Your organization, You must embed the font where this option is available. It must not, however, be possible to extract the font from the document on the subject Computer Device as this will constitute a transmission of the font.

If You have any doubts about the licensing position in respect of fonts, please contact Keysoft Solutions. You must not copy or permit the copying or transmission of any kind of any of the files which are the composite parts of the software without the express permission of Keysoft Solutions in writing.

Object Enabler. You may install Object Enabler in a single location on a single hard disk or other storage device; install and use Object Enabler on a file server for use on a network for the purpose of installation onto hard disks or other storage devices or use Object Enabler over such network; and make backup copies. You may make unlimited copies of Object Enabler software and give copies to other persons or entities so long as all such copies contain these Special Terms and the same copyright and other proprietary notices that appear on or in the Object Enabler software. Object Enabler may be used only in conjunction with licensed Autodesk/Transoft Software for the sole purpose of viewing files created by Transoft Software, and may not be used to otherwise further extend the functionality of your licensed Transoft Software, or in conjunction with any third-party software products that compete with, or are substantially similar in their expression to, any Transoft Software product.

TrafxSAFE and TrafxFLOW

Software as a Service. TrafxSAFE and TrafxFLOW are provided as Software as a Service under a limited term Subscription License, as described in Schedule A to the SLA.

Data limits. Unless specifically otherwise agreed, data for processing for TrafxSAFE traffic studies will be limited to 100 hours of video per camera. TrafxSAFE data limits that are processed outside of Transoft's servers are subject to any data limits provided in the quotation or invoice.

Video Quality. You are responsible for providing video of sufficient quality for analysis by Transoft. Calibration and Input video quality checks must be performed prior to primary video analysis is commenced. Processing of the video data should not be commenced until the video quality and configuration is confirmed. Transoft makes no guarantee that video received will be of sufficient quality to generate reliable analysis and bears no liability in that regard. Failure by You to provide video of sufficient quality will not result in a refund.

Camera setup. You must adhere to the following criteria when setting up cameras to collect video of the intersection that is referenced in the Invoice as the subject of the TrafxSAFE or TrafxFLOW traffic study. Failure to set up cameras correctly may impair video quality and result in a refusal by Transoft to process such data.

1. Vehicle-only studies: minimum video resolution of 640x480;
2. Pedestrian and/or cyclist studies: minimum video resolution of 1280x720;
3. Frame rate must be between 15 and 60 frames per second;
4. Frame rate must be constant (not variable) throughout video collection period;

5. Camera view must be unchanged throughout collection period with regards to height and angle. Measures must be taken to prevent disturbance by wind or while replacing storage cards and/or batteries;
6. Camera must be installed between a minimum height of 6.5 meters and a maximum height of 10 meters (20 to 32 ft.) and angled to maximize capture of the transport facility and minimize the view of extraneous features such as sky.

Reprocessing Fees. If for any reason Transoft must reprocess Your original video data after the initial processing has been performed, additional fees will apply.

Data storage. Transoft may store Your data and analysis on its servers in order to provide the service. You may access Your data and analysis up to the subscription expiry date (“Expiry Date”) indicated on the invoice, unless extended through renewal of subscription, or otherwise separately and specifically agreed in writing. All data and analysis are only guaranteed to be retained by Transoft for 30 days after the Expiry Date. If You wish to retrieve and/or reinstate any such data and analysis, this service will be subject to a separate fee comparable to renewal of Subscription.

Ownership of data. All video data supplied by (or on behalf of) You shall remain Your property. All analysis and any reports generated by Transoft concerning such data including annotated video segments are provided to You under license and are Yours to download and retain and use in perpetuity. Transoft may use Your data to train its system and enhance the quality of analysis provided and, on an anonymized basis to aggregate with other data for statistical research and product development. All Intellectual Property developed by Transoft and employed in the provision of analysis to You will remain the inalienable property of Transoft.

No liability for external reports. Transoft bears no responsibility for recommendations made by external engineers or other professional service providers (“Specialists”) in any reports procured by Transoft on Your behalf. Transoft’s role in procurement of such Specialists’ reports is purely as an agent. All opinions and recommendations made by such Specialists are made in their own professional capacity and any liability arising from such opinion and recommendations shall remain solely with such Specialists. Transoft bears no liability for any such opinions or recommendations and makes no warranty therefor. You fully indemnify Transoft for any and all claims that may arise as a result of You implementing any recommendations made by such Specialists, whether directly or indirectly and regardless of whether such recommendations were made negligently.

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