

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):

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.

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

License Type Exceptions. All customers who purchased a Single License for TSUK software (as defined in the Transoft Solutions (UK) Ltd License Agreement) prior to January 1, 2022 retain the right granted under the original license to share this license between multiple users and do not need to uninstall the software when moving between different computers whilst it remains under active subscription or service agreement. This right extends to any additional purchases of this product made by these customers after January 1, 2022 up until December 31, 2023. All customers who purchased a Multi User License for Key Products (as defined in the Transoft Solutions UK License Agreement) prior to January 1, 2022 retain the right granted under the original license to install the software at multiple Sites without requiring additional Site Activation fees. This right extends to any additional purchases of this product made by these customers after January 1, 2022 up until December 31, 2023. The customer may be requested at license renewal to provide details regarding the number and location of Sites where the software is being used and is obligated to provide that information.

Fonts. Supplied with TSUK Software is a set of computer fonts officially approved by the relevant government transport department (including Transport and Motorway fonts). These fonts are required to be installed on a Computer Device for the drawings using them to display correctly. However, these fonts are software products independent of the TSUK Software and are protected by intellectual property law and 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 TSUK Software Licence has not been granted for the fonts. The Licence for the use of a copy of TSUK software does not automatically permit the copying, or transmittal of any kind, of the font files without express permission. A Licence for this may be granted by Transoft Solutions (UK) Ltd 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 Licence, 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, with the Expiry Date for such license indicated in the date of the Quote or Invoice for any TrafxSAFE and TrafxFLOW traffic study, whichever is later.

Data limits. Unless specifically otherwise agreed, data for processing for TrafxSAFE traffic studies will be limited to 100 hours of video per camera. TrafxSAFE Connect 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. If the system is yielding insufficient recognition or movement classification results, Transoft may, in its sole discretion may provide support or advice to remedy the issue. 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 automatically result in a refund.

Camera setup. Where You are 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, 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. Vehicle-only studies: minimum video resolution of 640x480;
2. Pedestrian and/or cyclist studies: minimum video resolution of 1280x720;
3. Minimum frame rate of 15 frames per second;
4. Frame rate must be constant 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 from replacement of storage cards and/or batteries;
6. Camera must be installed between a minimum height of 6 metres and a maximum height of 10 metres (20 to 32 ft.) and angled to maximize capture of the intersection and minimize 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. Unless otherwise agreed, Transoft may use Your data to train its system and enhance the quality of analysis provided. 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.