

## 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):

### **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 Licence 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.

### **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.

### **CGS Labs Products (Plateia, Ferrovia, Aquaterra, Autopath, Autosign)**

If you have been issued a license to CGS Labs products not on User Subscription License, Team Subscription License, or any other license type that is described in the Transoft Solutions Software License Agreement, Schedule "A", then these specific license type definitions will apply in addition to all other terms set out in the Transoft Solutions Software License Agreement:

#### **Definitions**

"CGS Software" means that Software that is identified as one of the following products: Plateia; Ferrovia; Aquaterra; Autopath; or Autosign. If CGS Software is delivered to You as part of a software package that includes the term "series" in its title, the term CGS Software shall include all programs delivered to You as part of that series.

#### **License types**

**Single license Version.** If Transoft Solutions identifies the Software as a "Single Version" or as an "Individual Version, You may install and access one (1) copy of the Software on one (1) individual Computer Device, which may not be connected to a network in a manner that allows more than one (1) user to Access, upload, operate, view or otherwise create or use a copy of the Software. You may not

install or access the Software other than on one (1) Computer Device at a time. If the license type is not identified on a Quote or elsewhere, then that license type is Single Version.

**Network license Version.** The Software may be installed on or accessed by other Computer Devices, or on an individual Computer Device, as a multiple-user installation, so long as the maximum number of Concurrent Users does not to exceed the number of Authorized Users, which will be stated on the Quote.

**Developer license Version.** If Transoft Solutions identifies the Software as a "Developer Version" in the applicable User Documentation, You may install and access a single copy of the Software on up to the number of Computer Devices that is stated on the Quote, only for Transoft Solutions software development work and presentations purposes and for no other purpose.

**NFR - Not For Resale License Version.** If Transoft Solutions identifies the CGS Software as an "NFR Version" in the applicable User Documentation, You may install and access a single copy of the CGS Software on up to the number of Computer Devices indicated on the Quote, only for internal use , namely, testing, software demonstrations, and technical support purposes. . Commercial usage is prohibited.

**Training License Version.** If Transoft Solutions identifies the CGS Software as a "Training Version" in the Quote, You may install and access a single copy of the CGS Software on up to the number of Computer Devices indicated on the Quote, only for training end users , and for no other purpose.

**Trial license Version.** If Transoft Solutions identifies the CGS Software as a demonstration, evaluation, or trial version ("Trial Version") in the Quote, You may install and access one copy of the CGS Software only for the purpose of commercial evaluation and demonstration. Without limiting the foregoing, You may not use it for competitive analysis, or commercial, professional, or for-profit purposes. The Trial Version may only be Installed for a thirty -day evaluation period, unless otherwise specified by Transoft Solutions in writing.

**Student license Version.** If Transoft Solutions identifies the CGS Software as a "Student Version" in the applicable Quote, You may install and access a single copy of the CGS Software on up to the number of Computer Devices indicated on the Quote, only for student work purposes and for no other purpose. Without limiting the foregoing Student Versions of the CGS Software may not be used for commercial, professional, or for-profit purposes.

**Educational license Version.** If Transoft Solutions identifies the CGS Software as an "Educational Version" in the applicable Quote, You may install and access a single copy of the CGS Software on up to the number of Computer Devices indicated on the Quote, only for educational purposes and for no other purpose. Without limiting the foregoing Educational Versions of the CGS Software may not be used for commercial, professional, or for-profit purposes.

**Home-Use License.** The Home-Use License is an additional temporary single-user license available to users who hold a single-user or network license (referred to as the "Parent license") with an active Transoft Solutions Software Maintenance plan. It serves as a solution for the currently unavailable option for users to transfer the license from one device to another. For companies with network licenses, the number of Home-Use Licenses available corresponds to the number of network licenses. For example, a company with 5 network licenses is eligible for up to 5 temporary single-user Home-Use Licenses.

The Home-Use License allows the same individual who holds the Parent license to install and access the CGS Software on a secondary device, such as a home computer or a laptop used outside the office (e.g., while on terrain). It is important to note that the Parent license and the Home-Use License are intended for use by the same individual and must not be used simultaneously by two different users. While CGS Software can be installed on multiple devices, only one instance of CGS Software should be active at any given time.

The system does not automatically prevent concurrent use of the Parent license and Home-Use License. Therefore, it is Your responsibility to ensure that the Software is not used simultaneously on more than one Computer Device, in compliance with this condition. Any violation of this condition may constitute a breach of the licensing agreement.

## Keysoft Products

**FONTS** Supplied with our 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 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 Licence has not been granted for the fonts. The Licence 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 Licence 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 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.

All other provisions and covenants set forth in the Agreement shall continue in full force and effect except insofar as same are expressly modified by this document.

Except as expressly amended by this document, You and Transoft ratify and confirm the Agreement as it existed immediately prior to the acceptance of this document by Transoft. The Agreement and this document shall be read and construed as one document and in the event of any conflict or inconsistency between the provisions of this document and the Agreement as it existed immediately prior to the acceptance of this document by Transoft, the provisions of this document shall prevail and govern the interpretation thereof but only in respect of such conflict or inconsistency,

You and Transoft shall execute and deliver such further assurances or other documents and do such further acts and things as may be necessary to implement and carry out the intent of this document.

## **VERALYTIX**

**Software as a Service.** Transoft's VERALYTIX platform and contained modules are provided as Software as a Service under a limited term Subscription License, as described in Schedule A to the SLA.

**Service Level Warranty.** VERALYTIX is provided with the Service Level Warranty described in Schedule "E" of the Software License Agreement, with the following limitations:

1. 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.
2. VERALYTIX LIVE does not provide any availability targets for edge computing for on-premises systems. Availability of any such systems will be the responsibility of the customer. Technical issues that prevent access to camera video feeds for VERALYTIX LIVE including but not limited to camera malfunctions, network communications issues, and edge device power disruptions, do not count against availability targets.
3. The Sum of all Response Time Credits and Service Level Credits may not exceed 20% of the pro-rated monthly Subscription fees for the period in which the Credits were awarded.

**Data limits.** Unless specifically otherwise agreed, data for processing for VERALYTIX traffic studies will be limited to 168 hours of video per camera. VERALYTIX data limits that are processed outside of Transoft's servers are subject to any data limits provided in the quotation or invoice. Continuous analytics provided via VERALYTIX LIVE will be dependent on analytics duration terms in a separate contract.

**Video Quality.** You are responsible for providing video of sufficient quality for analysis by Transoft (see Camera setup). 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 to meet minimum specifications. Transoft makes no guarantee that video received from You 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 at locations referenced in the Invoice as the subject of the VERALYTIX traffic study or project

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) required; 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 at intersections
10. All desired 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 file size must be between 15 minutes and 1 hour of video; preferably 1-hour long video files corresponding with the start of each hour
13. Cameras need to be mounted on rigid platforms to minimize shaking due to winds and nearby vehicle movements
14. All video data should be uploaded directly to the VERALYTIX platform by You. A video upload guide will be provided to assist with this task. For VERALYTIX LIVE, You must provide access to camera video streams on terms acceptable to Transoft.

Failure to set up cameras correctly (including but not limited to incorrect height, angle of view, proximity of physical occlusions, video capture settings, time stamp misalignment, etc.) may impair video quality and result in any of the following actions at Transoft's discretion: refusal by to process such data; data re-collection at Your cost; extension to delivery timelines; degradation of analytics quality delivered in the platform; and/or negotiated resolution on both time and cost.

**Reprocessing Fees.** If on Your instruction, or due to data quality defects mentioned previously, Transoft must reprocess Your original video data after the initial processing has been performed, additional, commensurate processing fees will be applied and invoiced.

**Data Processing Times.** Standard project delivery time is 25 regular workdays per location, commencing from the date of confirmed upload by You to the Transoft Platform of the complete set of videos for that location (e.g. 168 videos each 1-hour long over a 1-week survey duration uploaded on the platform).

**Data storage.** Transoft may store Your data and analysis on its servers in order to provide the service. You may access processed data and derived analytics 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 the region noted in the quote or invoice.

**Ownership of data.** All raw video data supplied by (or on behalf of) You shall remain Your property. All analytics, meta data, de-identified and annotated video clips of conflicts, incidents, and crashes, and any reports generated by Transoft derived from Your data including annotated video segments are provided to You under license and are Yours to download and use in perpetuity. Transoft may use Your data to train its system and enhance the quality of analysis provided to You and other customers and, on an anonymized basis to aggregate with other data for statistical research, benchmarking, 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. Any verbal or written recommendations made by Transoft employees do not and should not be construed to constitute professional engineering advice, and are meant to inform You in seeking further professional engineering advice and/or to inform internal engineers about potential issues that may or may not be investigated further by You.

**Analytics Quality.** While Transoft continuously aims and embeds processes to deliver the highest quality analytics in the transport video analytics industry, You acknowledge that the analytics will not achieve 100% accuracy, and as such there will be associated data errors. As such, Transoft makes no guarantees about the absolute level of accuracy of the analytics it produces and provides to You via VERALYTIX LIVE and PULSE due to inherent limitations of video sensors, AI algorithms, and analytics processing technical challenges. Transoft makes all reasonable efforts to deliver the highest quality analytics possible but is not bound or required to fix, highlight, or remove errors that arise from these artifacts described below.

You acknowledge that video sensors (cameras) have a range of physical limitations depending on the make, model, and installation conditions that may degrade the ability to process the video imagery and obtain reliable analytics including but not limited to physical occlusions, inability to illuminate objects in very low light conditions (thermal cameras excluded), inability to see through soiled lenses, power surges, degradation by extreme weather conditions (e.g. high wind and rain), and extreme glare events. Any periods of data collection subject to these conditions will likely be associated with degraded analytics quality including the possibility of no data at all during these periods. AI algorithms are also subject to challenges and/or disturbances by rare edge-cases which many result in misclassifications, including unique combination of camera height and angle, shading, lighting, and/or lens distortion, and unique objects that have not been uniquely trained for by Transoft's AI algorithm (as examples farm equipment detected on the road and misclassified as a van, three people on the same scooter detected as pedestrians, or a vehicle carrier transport vehicle detected as several vehicles). Finally, analytics quality can be degraded by extreme lens distortion cases (which may be uneven across the lens which must be accurately corrected to obtain accurate spatial information) and other technical challenges unique to a site/camera combination.