

Elgin roadworks.pro Traffic Management App Service Addendum

1 Agreement

- 1.1 This Service Addendum provides for the licensing of the Service known as roadworks.pro Traffic Management App, previously known as roadworks.org Traffic Management App, described in the Service Specifications at <http://www.elgin.org.uk/url-terms/tm-app-specification> and <http://www.elgin.org.uk/url-terms/tm-app-rt-specification> (which service descriptions are hereby incorporated into and form part of the Agreement).
- 1.2 Capitalised terms used but not defined in this Service Addendum shall have the meaning ascribed to them in the Master Agreement.

2 Customer Data

- 2.1 By submitting Customer Data to Elgin as part of its use of the Service, the Customer grants to Elgin a sub-licensable, non-transferable, non-exclusive, perpetual, irrevocable, royalty-free licence to host, store, reproduce, adapt, modify, use, translate, extract data from, perform, display and distribute such Customer Data in order, without limitation, to: a) provide the Services to Customer under the Agreement, b) publish roadworks, traffic management interventions and related information to interested parties and the general public, and c) disseminate roadworks and related information via third party channels for professional and non-professional use. This provision is without prejudice to clause 13 of the Master Agreement.

3 Customer Restrictions

- 3.1 Unless Elgin specifically agrees in advance and in writing, the Customer shall not:
 - a hide or mask from Elgin the Customer Implementation, including by failing to correctly implement any application programme interface keys including without limitation any Google Maps API license keys provided by Elgin to the Customer to identify the Customer Implementation;
 - b use, distribute, or sell any Content outside of the Customer Implementation or incorporate or embed the Service into any of the Customer's products or services that it sells to, or for which it charges, third parties;
 - c attempt to reverse engineer the Service or any component or attempt to create a substitute or similar service through use of or access to the Service;
 - d incorporate the Content as a core part of printed matter that is redistributed for a fee;
 - e use the Service in a manner that gives access to mass downloads or bulk feeds of any Content;
 - f use the Service outside the United Kingdom.

4 Reasonable Use

- 4.1 The Customer's use of the Service is subject to the following Usage Limit: 10,000 User Sessions per annum.
- 4.2 If the number of the Customer's User Sessions exceeds eighty per cent (80%) of the Usage Limit during any 12 month period Elgin shall notify the Customer in writing (which may be via email) so that the Customer has a warning that it is close to exceeding the Usage Limit.
- 4.3 If the number of the Customer's User Sessions exceeds the Usage Limit during any 12 month period then the Overage Charges set out at the URL address <http://www.elgin.org.uk/url-terms/elgin-price-list> (subject to section 4.4) shall apply and shall become due and payable.
- 4.4 Overage Charges may be subject to change in future years. Changes to Overage Charges shall be communicated to the Customer by Elgin in writing (which may be via email) giving not less than six (6) months' notice of such changes taking effect.

5 Google Maps

- 5.1 The Service incorporates Google Maps features and Content.
- 5.2 The Customer agrees to comply with the following Google terms and guidelines:
 - a Google Maps Legal Notices available at https://www.google.com/help/legalnotices_maps.html.
 - b Google Maps Acceptable Use Policy available at http://www.google.com/enterprise/earthmaps/legal/universal_aup.html.
 - c Google Maps Attribution Guidelines available at <http://www.google.com/permissions/geoguidelines/attr-guide.html>.

6 Real-Time Add-On

- 6.1 The following terms apply to the Customer's use of roadworks.org Pro Traffic Management App Real-Time Add-On ("Real-Time Add-On"):
- 6.2 The Customer shall ensure that End Users receive training in the use of Real-Time Add-On.
- 6.3 The Customer shall ensure that End Users accurately update the status of road closure information within a maximum of 2 minutes of any change on the highway where such road closures are actively managed using Real-Time Add-On.
- 6.4 The Customer shall not be liable to Elgin nor any third party for any incidental, consequential, special, indirect or exemplary damages arising out of the Customer's use of Real-Time Content.
- 6.5 Neither Elgin nor any third party shall be liable to the Customer for any incidental, consequential, special, indirect or exemplary damages arising out of the use of Real-Time Content.

7 Definitions

"Real-Time Content" means data concerning road closures and other traffic management interventions that is generated through the use of Real-Time Add-On. Real-Time Content may be shared with third parties via Elgin data feed services for various purposes include satellite navigation services.

“Service” means the Elgin Service known as roadworks.pro Traffic Management App including any bespoke service extensions set out in the applicable Order Form and the associated technical support services provided to the Customer as described in the Service Level Agreement.

“User Session” means a Customer End User’s session of activity using Traffic Management App. A new User Session is generated when either the user logs in to Traffic Management App or the user’s web browser performs a refresh.