

General Service Terms and Conditions

Effective August 20, 2020.

CAMEA Technology, a.s. (hereinafter referred to as the "PROVIDER") is an exclusive reseller of traffic technologies of CAMEA, spol. s r. o., who are established and reputable developers and producers of Intelligent Transportation System (ITS) technologies, equipment and accessories, hereinafter referred to as the "TECHNOLOGY". The PROVIDER is a strongly customer-focused company which creates individual and project-oriented customizations of the TECHNOLOGY according to the customers' needs and requirements. The PROVIDER also provides support, updates and upgrades of the TECHNOLOGY, hereinafter referred to as the "SERVICES".

The SERVICES can be either carried out by the PROVIDER or its partners, which are authorized with sufficient experience, training and authorized personnel for each Service Level, hereinafter referred to as PARTNERS.

The authorization certificates are issued by the PROVIDER. The PROVIDER reserves the right to acknowledge any previous experience or the trainee's capabilities in order to issue authorization certificates.

The PROVIDER reserves the right to revoke authorization of PARTNERS or any person that does not meet the expected high standards of professional excellence. This revocation is at the sole discretion of the PROVIDER.

The fees and costs of SERVICES, precise authorization conditions, reporting, logging and scope and types of work that can be attributed to the Service Levels are to be listed in detail in a Service Agreement.

The terms and conditions are subject to change without prior notice.

1 Technology

The PROVIDER provides three (3) areas for Applications of the TECHNOLOGY as follows.

1.1 Traffic Counting Applications

Traffic Counting Applications are typically dedicated to basic traffic data collection and generating statistics. They e.g. include traffic counters using different sensing technologies (inductive loops, pressure sensors, radars, lidars etc.). These Applications do not include sophisticated camera systems like ANPR cameras, Make & Model Recognition etc.

1.2 Traffic Measurement Applications

Traffic Measurement Applications are typically dedicated to advanced traffic parameter measurement like WIM stations for pre-selection etc. These Applications are based on sophisticated measurement and camera systems such as ANPR cameras, Make & Model Recognition etc.

1.3 Traffic Enforcement Applications

Traffic Enforcement Applications are typically dedicated for traffic enforcement like WIM enforcement, Section Speed Enforcement (SSE) stations etc. These Applications are based on sophisticated measurement and camera systems such as ANPR cameras, Make & Model Recognition etc. and require metrological certification.

2 Spare Parts

The customer should keep Spare Parts of the TECHNOLOGY hardware parts on stock to be able to quickly react on its possible failure. This stock should be updated accordingly to the amount of the TECHNOLOGY delivered by the PROVIDER and also to the amount used for repairs etc. TECHNOLOGY failure shall be reported to the PROVIDER and/or PARTNERS and if applicable sent for diagnostics.

The recommended number of Spare Parts is typically 10% of the delivered TECHNOLOGY but is subject to mutual agreement.

3 Updates

Updates cover possible bug fixes and errors and minor TECHNOLOGY improvements (minor adjustments to classification schemes, additional DB aggregations etc.). Updates are issued on a regular basis.

During the Warranty period of the TECHNOLOGY (typical duration is one (1) year), the bug and error fixes are available to for free.

Update installation, configuration and testing is a part of the Service Level 3 unless agreed otherwise.

Without regular payments for Service Level 3, there will be no maintenance nor support regarding the SW. The system will work "as-is" and any required update or change will require a full update (full price of updates for the whole period since the last update) and the work will be billed according to agreed hourly rates.

4 Upgrades

The PROVIDER continuously develops new and extends existing functionality of the TECHNOLOGY to keep it state-of-the-art, to fulfill the user's requirements (e.g. custom backups, data visualization applications, new data export formats, new communication protocols etc.), address legal issues etc. To do so, the PROVIDER provides software and firmware upgrades of the TECHNOLOGY upon request for a fee.

In the case of a need for new development, additional features or customization of the TECHNOLOGY, the parties should initiate negotiations to agree on technical (e.g. necessary HW upgrades), timeline and financial issues involved.

5 Service Levels

Regular servicing is required to ensure proper operation, possible repair and development of the TECHNOLOGY's features.

Any defects or malfunction caused by misuse, abuse or improper maintenance, failure to follow operating instructions, or use with equipment with which it is not intended to be used, damage caused by unauthorized alteration, modification or repair of the TECHNOLOGY will result in warranty void.

5.1 Service Level 0 (Basic Maintenance)

The Service Level 0 shall in principle include regular cleaning and maintenance of the system components and the road, electrical revisions and on-site calibration assistance, etc.

In order to carry out these service works, the relevant personnel must be authorized by the PROVIDER or PARTNERS while previous experience is not required.

5.2 Service Level 1 (Standard Maintenance)

The Service Level 1 shall in principle include identification and exchange of faulty hardware components, basic fault diagnostics and analysis, communication with customers, system status monitoring etc.

In order to carry out these service works, the relevant personnel must be both (1) authorized for Service Level 0 and (2) authorized for Service Level 1 by the PROVIDER or PARTNERS, a previous experience is required including relevant civil, electrical and computer engineering education and practice, advanced installation and maintenance skills etc.

5.3 Service Level 2 (Advanced Maintenance)

The Service Level 2 shall in principle include remote on-line diagnostic and investigation, analyzing possible problems, solving problems that were not resolved at Service Levels 0 and 1, basic changes to system configurations, remote support for system calibration etc.

In order to carry out these service works, the relevant personnel must be both (1) authorized for Service Level 0 and (2) authorized for Service Level 1 with a sufficient experience as well as (3) authorized for Service Level 2 by the PROVIDER or PARTNERS while a previous experience is required including relevant civil, electrical and computer engineering education and practice, advanced installation and maintenance skills etc.

5.4 Service Level 3 (Expert Maintenance and Updates)

The Service Level 3 shall in principle include solving complex issues, solving and addressing unknown issues and failures and performing advanced changes to system setup and configuration which are out of scope and expertise of Service Level 2.

Service Level 3 can only be carried out by the PROVIDER.

6 Service Desk

The customer's requests for service tasks need to be communicated with the PROVIDER or PARTNERS in written form only. The following e-mail addresses need to be copied:

international@camea.cz, support@camea.cz

7 Service Procedure

To perform Service Level 3 the following procedure is required:

1. To start solving a problem, the customer will send a service request by filling and e-mailing a Service Ticket to the Service Desk of the PROVIDER or PARTNERS.
2. The PROVIDER will analyze the problem within a defined number of business days depending on the severity level of the problem (minor – three (3) days, standard – two (2) days, urgent – one (1) day). Based on this analysis, the PROVIDER will send the respective Service Ticket back to the customer with a filled proposal for a possible technical solution and an estimation of the time it will take to solve the problem.
3. The customer either accepts the proposal or rejects it, or updates/specifies the requirements so that the PROVIDER can effectively address them.
4. If the customer accepts the proposed method of solving the problem and its solving time, it will notify the PROVIDER of this in the respective Service Ticket. Subsequently, the PROVIDER initiates the appropriate service operations without undue delay.
5. The Service Level 3 involves only "remote" activities and does not involve any travel or on-site support.
6. In case on-site assistance of the PROVIDER is required, the PROVIDER will provide this help based on availability and it will be charged accordingly.

This procedure also applies to Service Level 2 if provided by the PROVIDER.

The PROVIDER reserves the right to decide the priority and order of Service Procedures.

8 Training

The PROVIDER can provide the customer's employees with trainings for requested service levels for a fee. The trainings shall take place at headquarters of the PROVIDER unless agreed otherwise.

A sufficient number of the customer's employees shall be trained. After a successful training completion, the employee is issued a authorization certificate entitling him/her to perform the corresponding level of service. The authorization certificate is fixed on the name and company of the trained employee.

9 Availability

The PROVIDER shall provide a support team consisting of sufficiently qualified support technicians which is available Monday to Friday between 08:00 and 17:00 (Central European Time, CET) excluding public holidays in the Czech Republic.