



CitySwift

Platform Agreement

Date [] [] 2022

Huddl Mobility Limited t/a CitySwift

and

Customer

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This Agreement is made on the [] day of [] 2022

Between:

- (1) **Huddl Mobility Limited t/a CitySwift**, having its principal place of business at 13, Citypoint, Office 2B, 27 Prospect Hill, Galway, H91 P9KP ("**CitySwift**"); and
- (2) **[Customer Name]** having its principal place of business at [] (Company Number: []) ("**Customer**")

Each a "**Party**" and together the "**Parties**" to this Agreement

Background:

- (A) CitySwift has developed a cloud-based Platform (as defined below) for use by transport companies. Through the Platform, customers can access one or more Modules across the CitySwift's range of different Modules (as defined below).
- (B) Additional Modules may be offered by CitySwift from time to time for additional Charges.
- (C) Customer is in the transport business and wishes to make use of the Platform.
- (D) Therefore, the Parties have agreed to a framework contract under which the Customer and Customer Affiliates (as defined below) may place Module Order Form (or MOF) (as defined below) for the use of the Platform on the terms and conditions set out in this Agreement.

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

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| "Add-On" | means any new or additional functionality for a specific Module which from time to time is publicly marketed and offered for purchase by CitySwift in the course of its normal business; |
| "Additional Modules" | means any additional Modules, other than those set out in Schedule 3 (Provision of the Platform), made available through the Platform by CitySwift from time to time and ordered by the Customer under MOF; |
| "Agreement" | Means this agreement including the schedules; |
| "Aggregate Results" | means results and/or outputs drawn from the use of the Platform which does not identify the Customer or the Customer Data ; |
| "Authorised Sub-Processors" | As listed in Annex 2 of the Data Processor Addendum Schedule 7 and/or MOF; |

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| "Authorised User" | means an employee or contractor of the Customer or Customer Affiliate (as applicable) authorised to access and use the Platform by Customer or Customer Affiliate (as applicable); |
| "Bot" | means an autonomous program, such as a spider, crawler, or the like which can interact with the Platform; |
| "Business Day" | means a day other than a Saturday, Sunday or public holiday in Ireland when banks are open for business; |
| "Charges" | means the charges payable by Customer or Customer Affiliate (as applicable) for the use of the Platform, calculated using the Unit Fees and specified in the relevant MOF; |
| "Confidential Information" | means information in any form, which is marked or otherwise indicated as being or is, or ought reasonably to be, known to be confidential, including trade secrets, know-how, business, financial, commercial, technical and/or customer information and which is disclosed by one Party (including in respect of the Customer, a Customer Affiliate) to the other Party (including in respect of the Customer, a Customer Affiliate). |
| "Continuous Integration Requirements" | means the Integrations necessary for the Platform to continually operate, as set out in Schedule 2 (Continuous Integration Requirements) and/or the relevant MOF; |
| "Customer Actions" | means any actions and deliverables required to be provided by the Customer in order to permit CitySwift to complete the Implementation Phase or provide any of the Modules on an ongoing basis as set out in: <ol style="list-style-type: none"> 1. Implementation & Validation; 2. Continuous Integration Requirements; and/or 3. The relevant MOF; |
| "Customer Affiliate" | Means any entity that directly or indirectly controls, is controlled by, or is under common control with the Customer as specified in the relevant MOF; |
| "Customer Data" | means the data inputted into the Platform by or on behalf of Customer and/or Customer Affiliate (as applicable); |
| "Data Processor Addendum" | means the data processor addendum agreed between the Parties in relation to the processing by CitySwift on behalf of Customer, a copy of which is provided at Schedule 8 (Data Processor Addendum); |
| "Data Protection Legislation" | has the meaning set out in the Data Processor Addendum; |

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| "Documentation" | means documents made available to Customer, in the form of texts, images or videos, by CitySwift through the Platform or such other web address notified by CitySwift to Customer from time to time, which set out a description of the Platform and the user instructions for the Platform; |
| "Effective Date" | [Insert Date, as likely to be different to Date of the Agreement]; |
| "Extension Period(s)" | has the meaning as set out in Clause 14.1 (Term and Termination); |
| "Implementation and Validation" | <p>means:</p> <ul style="list-style-type: none"> (i) the phase of implementation of a specific Module; (ii) the process for on-boarding any new Routes to a Module; and (iii) any further implementation work required for an existing Module arising from a change in Customer's or its relevant third party's systems, <p>as set out in Schedule 1 (Implementation and Validation) or the relevant MOF (as applicable);</p> |
| "Initial Period" | has the meaning as set out in Clause 14.1 (Term and Termination); |
| "Integration" | means the input of Customer Data files necessary for the Platform to continually operate; |
| "Intellectual Property Rights" | means any and all intellectual property rights of any nature, whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights that subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites, and in each case all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these that may subsist anywhere in the world, in each case for their full term, together with any future rights and renewals or extensions; |
| "Minor Maintenance Event" | has the meaning set out in Schedule 4 (Support and Maintenance Services); |

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| “Module Order Form” or “MOF” | means any order for a Module agreed and executed by: <ul style="list-style-type: none"> (i) CitySwift; and (ii) Customer or Customer Affiliate (as applicable), in the form set out in Schedule 6 (Template Module Order Form) ; |
| “Module” | means the specific modules to which the Customer or Customer Affiliate (as applicable) will be granted access through the Platform, as specified in the relevant MOF. A list of the modules available through the Platform as at the Effective Date is set out in Schedule 3 (Provision of the Platform); |
| “MOF Effective Date” | means the date specified as such in the relevant MOF; |
| “MOF Extension Period” | has the meaning given to it in Clause 2.4(d) (Order Process) ; |
| “MOF Initial Period” | has the meaning given to it in Clause 2.4(d) (Order Process) ; |
| “MOF Term” | means in respect of an executed MOF, the MOF Initial Period and any MOF Extension Period; |
| "Normal Business Hours" | 9.00 am to 5.30 pm, each Business Day; |
| "Platform" | means the CitySwift proprietary platform, including the Modules ordered by the Customer or Customer Affiliate (as applicable) under a MOF and Updates; |
| “PVR” | means the minimum number of Vehicles to operate a Route; |
| “Routes” | means an individual bus service operation carried out by Customer or Customer Affiliate (as applicable), using a Vehicle, that is identifiable by a number and/or letter; |
| “Support and Maintenance Services” | means the support and maintenance services to be provided by CitySwift to the Customer or Customer Affiliate (as applicable) in respect of its use of the Platform, as detailed in Schedule 4 (Support and Maintenance Services) ; |
| "Unit Fees" | means the unit fees payable by the Customer or Customer Affiliate (as applicable) for each Vehicle that the Customer or Customer Affiliate (as applicable) has chosen to monitor through the Platform, as set out in Schedule 5 (Charges & Onboarding Terms) and for which the Charges shall be specified in the relevant MOF; |
| “Update” | means an update to a Module, which corrects faults or otherwise amends or upgrades the Module, but which does not constitute an Add-On; |

“Validation Tests” means the tests to be carried out by CitySwift in accordance with Schedule 1 (Implementation and Validation) or the relevant MOF (as applicable);

“Vehicle” means any vehicle owned, leased or otherwise operated by the Customer or Customer Affiliate (as applicable) which is used to operate a Route that is monitored through the Platform; and

“Virus” means anything or device (including any software, code, file or programme) which may:

- (a) prevent, impair or otherwise adversely affect (i) the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; (ii) access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or

adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 Clause, schedule and paragraph headings will not affect the interpretation of this Agreement.

1.3 Unless the context otherwise requires, words in the singular will include the plural and, in the plural, will include the singular.

1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.5 A reference to a statute or statutory provision will include all subordinate legislation made from time to time under that statute or statutory provision.

1.6 Any phrase introduced by the words including, includes, in particular or for example, or any similar phrase, will be construed as illustrative and will not limit the generality of the related general words.

1.7 References to Clauses and Schedules are to the Clauses and Schedules of this Agreement. References to paragraphs are to paragraphs of the relevant Schedule.

1.8 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.9 If there is an inconsistency between any of the provisions:

(a) in the main body of this Agreement and:

(i) the Data Processor Addendum, the Data Processor Addendum shall prevail; and

(ii) the Schedules other than the Data Processor Addendum, the provisions in the main body of this Agreement will prevail; and

- (b) in the main body of this Agreement and an executed MOF, the provisions this Agreement will prevail.

2. Order Process

- 2.1 The Customer (on its own behalf and/or on behalf of any Customer Affiliate) or a Customer Affiliate may obtain the right to access and use specific Modules or any Additional Modules through the Platform by executing a MOF with CitySwift.
- 2.2 CitySwift will provide the Customer and/or Customer Affiliate (as applicable) with the right to access and use specific Modules or any Additional Modules through the Platform from the MOF Effective Date specified in the relevant MOF.
- 2.3 Each MOF must be agreed in the following manner:
 - (a) the Customer or Customer Affiliate (as applicable) shall:
 - (i) request CitySwift to provide the relevant Module(s); and
 - (ii) provide CitySwift with as much information as CitySwift reasonably requests in order to prepare a draft MOF for review and approval by the Customer or Customer Affiliate (as applicable);
 - (b) CitySwift and the Customer or Customer Affiliate (as applicable) shall discuss and agree that draft MOF; and
 - (c) once agreed, CitySwift and the Customer or Customer Affiliate (as applicable) shall both sign the MOF.
- 2.4 Unless otherwise agreed in the relevant MOF:
 - (a) the Charges payable under the MOF shall be calculated in accordance with the Unit Fees;
 - (b) any Routes added to a specific Module, as agreed in the relevant MOF, cannot be removed during the MOF Initial Period;
 - (c) the volume of Vehicles to operate the added Routes noted in 2.4 (b), as confirmed on the MOF Effective Date, cannot be decreased during the MOF Initial Period; and
 - (d) the MOF will:
 - (i) take effect on the MOF Effective Date; and
 - (ii) continue for a period set out in the Term section of the MOF (“**MOF Initial Period**”).

Following the expiration of the MOF Initial Period, the MOF will automatically continue for subsequent periods of twelve (12) months (each such period an “**MOF Extension Period**”), provided that either Party may terminate the MOF:

- a. at the expiration of the MOF Initial Period or at the expiration of any subsequent MOF Extension Period(s) by delivering notice to the other Party at least sixty (60) days’ prior to such expiration of the MOF Initial Period or MOF Extension Period (as applicable); or

b. as otherwise permitted under Clause 14 (Termination).

- 2.5 Once a MOF has been signed in accordance with clause 2.3, no amendment shall be made to it except in accordance with Clause 18.4 (Entire Agreement). Each MOF shall be part of this Agreement and shall not form a separate contract to it.
- 2.6 The Customer shall remain responsible for all acts and omissions of any Customer Affiliate under a MOF, as if they were the acts or omissions of the Customer.
- 2.7 Where a MOF is agreed between CitySwift and a Customer Affiliate, any reference to the "Customer" under this Agreement will be read as a reference to the relevant Customer Affiliate.

3. Integrations

- 3.1 CitySwift will complete all Integrations in accordance with:
- (a) the Implementation and Validation (Schedule 1);
 - (b) the Continuous Integration Requirements (Schedule 2); and
 - (c) the relevant MOF.
- 3.2 The Customer will:
- (a) provide the information and access set out in the Implementation and Validation (Schedule 1) in order to allow CitySwift complete all Integrations; and
 - (b) be responsible for the Customer Actions.
- 3.3 In the event that the Integrations are not functioning as required, where applicable CitySwift and/or Customer will make such corrections as are reasonably necessary to make the Platform function in accordance with the relevant requirements, as further outlined in:
- (a) the Implementation and Validation; and
 - (b) the Continuous Integration Requirements.
- 3.4 During the Implementation and Validation, CitySwift will carry out the testing on all Integrations in accordance with the Validation Tests outlined in Implementation and Validation.

4. Platform and Usage

- 4.1 CitySwift will, during the relevant MOF Term, provide the Customer and/or Customer Affiliate (as applicable) with the right to access and use the Modules through the Platform subject to the terms of this Agreement.
- 4.2 CitySwift will provide the Platform in accordance with the provisions of Schedule 3 (Provision of the Platform).
- 4.3 CitySwift will provide the Customer with Support and Maintenance Services during Normal Business Hours as described in Schedule 4 (Support and Maintenance Services). CitySwift may make changes to its Support and Maintenance Services by providing written notice to the Customer at least 30 days in advance of the proposed change date provided that such changes do not result in a material degradation of the Support and Maintenance Services and the Parties agree that Clause 18.4 shall not apply to such changes.
- 4.4 The Customer may, but is not obliged to, purchase Additional Modules for agreed Unit Fees,

as they become available, under the same terms of this Agreement through the execution of an MOF. Any Additional Modules ordered under an MOF shall be a "Module" for the purpose of this Agreement.

- 4.5 CitySwift reserves the right to introduce new or enhanced features and functionalities to the Platform. Should any enhanced features and/or functionality be incompatible with features in use in the previously released version of the Platform then, CitySwift will provide at least thirty (30) days' written notice to Customer before it introduces any such feature or functionality, in order to give the Customer sufficient time to prepare for such an enhancement, in conjunction with CitySwift.
- 4.6 The Customer will accept all new Updates of the Platform when released by CitySwift, subject to no reduction in the use of key features, no interruptions in the use of the Platform nor any Customer involvement in the deployment of new Updates. CitySwift will provide at least three (3) days' written notice to Customer if CitySwift anticipates an interruption from a Minor Maintenance Event, as described in Schedule 4 (Support and Maintenance Services), in order to give Customer time to prepare for such an interruption.
- 4.7 CitySwift may notify Customer of any Add-ons which become available from time to time. Customer may choose to purchase such Add-ons in accordance with CitySwift's then current pricing or such other price as may be agreed by the Parties in writing.
- 4.8 Customer agrees to use the Platform through Authorized Users only.
- 4.9 Subject to Clause 4.10, Customer agrees not to use Bots, scripts, partially automated programs or similar in conjunction with its use of the Platform.
- 4.10 Notwithstanding anything to the contrary in this Agreement, Customer shall be permitted to upload Customer Data to the Platform using automatic scripts/APIs.

5. Authorised Users

- 5.1 Customer will appoint an administrator to have access to the Platform and that administrator will be entitled to appoint further Authorised Users who are employees or contractors of Customer or Customer Affiliate (as applicable) by contacting the administrator's assigned contact in CitySwift who will register the Authorised User to the Platform.
- 5.2 In relation to the Authorised Users, Customer shall use its best endeavours to ensure that:
 - (a) each Authorised User will keep a secure password for its use of the Platform;
 - (b) such password will be changed no less frequently than monthly; and
 - (c) each Authorised User will keep its password confidential.
- 5.3 Customer shall be responsible for maintaining an up to date list of Authorised Users and for notifying CitySwift as soon as practicable once an Authorised User ceases to be an employee or contractor of the Customer or Customer Affiliate (as applicable).
- 5.4 In no event shall Customer grant access to the Platform to any contractor that may reasonably be considered to be a competitor of CitySwift.

6. Intellectual Property Rights

- 6.1 Customer will own all Intellectual Property Rights in and to all the Customer Data and will have sole responsibility for the legality, reliability, integrity, accuracy and quality thereof.
- 6.2 As between the Parties, Customer acknowledges and agrees that CitySwift and/or its licensors own all Intellectual Property Rights in the Platform. Except for the rights to access and use the Platform expressly stated herein, this Agreement does not grant Customer any rights to, under or in, any Intellectual Property Rights, or any other rights or licences in respect of the Platform.
- 6.3 Customer acknowledges and agrees that CitySwift may use Customer Data fulfil its obligations under a MOF and in order to create the Aggregate Results. CitySwift will own all Intellectual Property Rights in and to the Aggregate Results, including any derivative works created from such Aggregate Results.
- 6.4 To the extent that any modifications or improvements to the Platform are carried out under or in connection with this Agreement, whether by CitySwift alone, jointly with Customer or based on a suggestion from the Customer, all Intellectual Property Rights to such underlying ideas, and in any resulting improvement or modifications, will be assigned to and will vest with and be solely owned by CitySwift.

7. Customer Obligations

- 7.1 Customer will:
 - (a) comply with the Customer Actions;
 - (b) comply with all applicable laws and regulations with respect to its activities under this Agreement, including the DPL;
 - (c) ensure that the Platform is used by the Customer, Customer Affiliates and Authorised Users in accordance with the terms and conditions of this Agreement, and hold CitySwift harmless for the Customer's acts or omissions as well as those of its contractors and agents;
 - (d) ensure that the Customer's information, networks and systems comply with any specifications provided by CitySwift as described in Schedule 1 (Implementation and Validation) and Schedule 2 (Continuous Integration Requirements);
 - (e) will be solely responsible for procuring and maintaining its or dependant third party network connections and telecommunications links from its systems to the Platform and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to such network connections or telecommunications links or caused by traversing the internet; and
 - (f) obtain and maintain all necessary licences, consents, and permissions necessary for Customer and its contractors and agents, to perform its obligations under this Agreement.
- 7.2 In the event the Customer does not comply with the provision of Clause 7.1(a) and (b):
 - (a) the Customer will use its reasonable endeavours to resolve all issues preventing the Customer from providing this information and data or access through completing the Customer Actions in the Implementation and Validation or Continuous Integration Requirements (as applicable); and
 - (b) the period of time in which such information, data and access are unavailable will still

contribute to Core Uptime, as defined in **Schedule 3 (Provision of the Platform)**.

7.3 Customer will not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Platform that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) is otherwise illegal or causes damage or injury to any person or property;

and CitySwift reserves the right, without liability or prejudice to its other rights to Customer, to disable Customer's access to any material that breaches the provisions of this Clause 7.3.

7.4 Customer will not:

- (i) copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform and/or Documentation (as applicable) in any form or media or by any means;
- (ii) de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform, except for the exporting of any Customer Data using the functionality made available to the Customer through the Platform;
- (b) access all or any part of the Platform and/or Documentation in order to build a product or service which competes with the Platform and/or the Documentation;
- (c) use the Platform and/or Documentation to provide services to third parties;
- (d) sub-licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Platform and/or Documentation available to any third party except as contemplated by this Agreement; or
- (e) attempt to obtain, or assist third parties in obtaining, access to the Platform and/or Documentation, other than as provided for in this Agreement.

7.5 Customer will use all reasonable endeavours to prevent any unauthorised access to, or use of, the Platform and, in the event of becoming aware of any such unauthorised access or use, promptly notify CitySwift.

7.6 Customer is responsible for creating and publishing any terms of use, end-user licence agreement, acceptable use policy or privacy notice or cookies notice to end-users of the Platform and will, to the extent applicable, ensure that such terms and notices comply with applicable consumer law (including EU consumer law) and Data Protection Legislation.

8. DPL

- 8.1 To the extent that CitySwift processes any personal data for and on behalf of Customer or Customer Affiliate (as applicable) under this Agreement, the provisions of the **Data Processor Addendum (Schedule 7)** shall apply.

9. Charges and Payment

- 9.1 The Customer or Customer Affiliate will pay the Charges in the manner set out in this Agreement.

- 9.2 CitySwift will invoice the Charges detailed in the relevant MOF quarterly in advance, the first invoice of which shall be raised on the MOF Effective Date. Subject to **Clause 9.4**, Customer or Customer Affiliate (as applicable) will pay invoices within thirty (30) days from the date of the invoices.

All amounts and fees stated or referred to in this Agreement:

- (a) will be payable in Sterling (£);
 - (b) are non-cancellable or refundable; and
 - (c) are exclusive of value added or other sales taxes, which will be added to CitySwift invoices at the appropriate rate required by law.
- 9.3 Notwithstanding clause 9.2, where Customer adds new Routes to the Platform, CitySwift shall invoice for these new Routes on a pro rata basis at the beginning of the next billing quarter (determined by reference to the Effective Date). After the first invoice, fees for such new Routes shall be billed in accordance with clause 9.2.
- 9.4 Should the Customer have a bona fide dispute in respect of all or any part of any invoice(s), the Customer will notify CitySwift of the nature of that dispute in writing within ten (10) days of its receipt of the invoice giving the relevant details. Following any such notice:
- (a) the Customer will be entitled to withhold payment of the amount in dispute, without interest but will pay the undisputed amount(s) in accordance with this Agreement; and
 - (b) the Parties will cooperate in good faith to resolve any such dispute as amicably and promptly as possible and on settlement of the dispute Customer will make the appropriate payment in accordance with this Agreement.
- 9.5 If CitySwift has not received payment within ten (10) days after the due date, and without prejudice to any other rights and remedies of CitySwift, it will be entitled to:
- (a) disable Customer's or Customer Affilaite's (as applicable) passwords and access to all or part of the Platform and CitySwift will be under no obligation to provide the Customer or Customer Affiliate (as applicable) with access to any or all of the Platform while the invoice(s) concerned remain unpaid; and/or
 - (b) charge interest on a daily basis on such due amounts at an annual rate equal to 3% over the then current EURIBOR, commencing on the due date and continuing until fully paid, whether before or after judgment.

10. Confidentiality

- 10.1 Each Party (which in respect of the Customer shall, where applicable, include the relevant Customer Affiliate) (the "**Receiving Party**") acknowledges that in the course of performing its duties under this Agreement, it may obtain Confidential Information from the other Party (which in respect of the Customer shall, where applicable, include the relevant Customer Affiliate)

(the "**Disclosing Party**").

- 10.2 During the Term, the Receiving Party will treat all Confidential Information disclosed by the Disclosing Party as secret and confidential, and proprietary and will not disclose or use the same without the prior written consent of the Disclosing Party. Nothing in this **Clause 10.2** shall prevent the Receiving Party from disclosing the Disclosing Party's Confidential Information to the Receiving Party's employees, consultants and/or contractors on a need to know basis to the extent necessary for performance of this Agreement, provided such disclosure is subject to obligations equivalent to those set out in this Clause 10. Each Party shall:
- (a) use its best endeavours to procure that any such employee, consultant, contractor complies with such obligations; and
 - (b) be responsible to the other Party in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made.
- 10.3 The Receiving Party will implement such procedures as it considers reasonably necessary to prevent the intentional or negligent disclosure to any third party of any Confidential Information.
- 10.4 The obligations of confidentiality in this Clause 10 do not extend to any Confidential Information, which the Receiving Party can show:
- (a) is or becomes generally available to the public or a matter of general public knowledge, other than as a consequence of a breach of the obligations of confidentiality under this Agreement;
 - (b) was in its written records prior the Effective Date and is not subject to obligations of confidentiality under this Agreement; or
 - (c) is received in good faith from a third party having the right to disclose it, who, to the Receiving Party's knowledge, did not obtain such information from the Disclosing Party and who imposes no obligation of secrecy on the Receiving Party with respect to such information or
 - (d) the Parties agree in writing is not Confidential Information or may be disclosed; or
 - (e) is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.

11. Media and Publication

- 11.1 Neither Party will make, or permit any person to make, any public announcement, press releases and/or case study concerning this Agreement or its subject matter without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).
- 11.2 Customer agrees that CitySwift may list the Customer as a customer of CitySwift on its website and in marketing materials and CitySwift is permitted to use Customer's logo and/or trade mark (which Customer will make available to CitySwift upon request) for this purpose.

12. Warranties and Disclaimers

- 12.1 Each Party warrants and represents to the other Party that:
- (a) it has all necessary authority, power and capacity to enter into and perform this Agreement and that all necessary actions have been taken to enter into it properly and lawfully;

- (b) this Agreement is validly executed by an authorised representative of that Party;
 - (c) it has and will maintain and comply with all consents necessary for it to enter into and perform this Agreement; and
 - (d) its entry into and performance of this Agreement does not and will not conflict with any of its contractual obligations or with any applicable laws.
- 12.2 CitySwift undertakes, warrants and represents to the Customer that all of its obligations under this Agreement shall be performed:
- (i) with due skill, care and diligence; and
 - (ii) in accordance with:
 - (A) the provisions of this Agreement; and
 - (B) good industry practice and applicable laws;
- 12.3 Customer warrants that any Customer Data inputted to the Platform are:
- (a) owned by Customer or are provided with the express consent from the third party holding any Intellectual Property Rights over such material, or, alternatively, are in the public domain, and are not owned by any third party or otherwise covered by Intellectual Property Rights; and
 - (b) do not breach the rights of any person or entity, including rights of publicity, privacy, or under applicable Data Protection Law and are not defamatory.
- 12.4 Customer is solely responsible for determining the suitability of the Platform for its use. Customer assumes sole responsibility for the use of the Platform, Documentation and for conclusions drawn from such use. CitySwift will have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to CitySwift by Customer in connection with the Platform, or any actions taken by CitySwift at Customer's direction.
- 12.5 Notwithstanding **Clause 4.1**, CitySwift does not warrant that Customer's use of the Platform will be uninterrupted or error-free.
- 12.6 All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

13. Limitation of Liability

- 13.1 Nothing in this Agreement will exclude or limit:
- (a) either Party's liability for:
 - (i) death or personal injury resulting from the other Party's negligence;
 - (ii) fraud or fraudulent misrepresentation; or
 - (iii) any liability which cannot be limited or excluded by applicable law.

- 13.2 Subject to Clause 13.1, neither Party will be liable in contract, tort (including negligence) or for breach of statutory duty or in any other way for:
- (a) any economic losses (including loss of revenues, profits, contracts, business or anticipated savings);
 - (b) any loss of goodwill or reputation; or
 - (c) any special or indirect or consequential losses in any case, whether or not such losses were within the contemplation of the Parties at the date of this Agreement or were suffered or incurred by either Party arising out of or in connection with this Agreement.
- 13.3 Subject to Clauses 13.1 and 13.2, CitySwift total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement will be limited in any 12 month period (the first of which will commence on the Effective Date and subsequently on each anniversary thereof) to the Charges paid to CitySwift during such 12 month period.

14. Term and Termination

- 14.1 This Agreement will take effect on the Effective Date and continue for a period of [] (“**Initial Period**”). Following the expiration of the Initial Period, this Agreement will continue for subsequent annual periods (each such period an “**Extension Period**”), provided that:
- (a) either party may service notice to terminate this Agreement:
 - (i) at the expiration of the Initial Period or at the expiration of any subsequent Extension Period(s), by delivering notice to the other party at least ninety (90) days’ prior to expiration of the Initial Period or the then current Extension Period (as applicable); or
 - (ii) as otherwise permitted by this Clause 14.

and such termination notice shall expire on the completion of all MOFs entered into before the date on which the notice is served. Any MOF may be terminated in accordance with clause 2.4(d) (Order Process) and 14.4 below.

- 14.2 The Parties will not enter into any further MOFs after the date on which the notice to terminate is served under clause 14.1 and/or 14.4.
- 14.3 Either Party may immediately terminate this Agreement or a MOF, at any time in the event that:
- (a) in the event the other Party commits a material breach of this Agreement or relevant MOF which is not capable of remedy;
 - (b) in the event the other Party commits a material breach of this Agreement or relevant MOF and (if such breach is capable of remedy) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;

- (c) the other Party:
- (i) ceases to do business, becomes unable to pay its debts as they fall due within the meaning of Section 570 of the Companies Act 2014 ,
 - (ii) becomes or is deemed insolvent, has a receiver, manager, examiner, or similar officer appointed in respect of the whole or any part of its assets or business,
 - (iii) makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt, or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction to which the non-terminating party has previously agreed in writing),
 - (iv) enters into liquidation (whether compulsory or voluntary), or
 - (v) suffers or undergoes any analogous process to the above in any jurisdiction.

14.4 Customer shall have a right to terminate this Agreement on ninety (90) days' notice if CitySwift fails to achieve the target resolution times for five (5) or more Priority 1 or Priority 2 incidents (as described in Schedule 4) in any consecutive two (2) month period provided that at least three (3) or more failures relate to Priority 1 incidents.

14.5 Termination of this Agreement will not affect any of the Parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.

14.6 The following Clauses will survive any termination of this Agreement: 1, 6, 10, 13, 14.3, 16, 18 and 19.

15. Force Majeure

15.1 Neither Party ("**Delayed Party**") will have any liability to the other Party ("**Affected Party**") under this Agreement if it is prevented from, or delayed in, performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including epidemic, pandemic, government actions or restrictions, strikes, lock-outs or other industrial disputes (excluding any industrial disputes involving its own workforce), act of God, war, riot, terrorism civil commotion, compliance with any law or regulation, fire, flood or storm (each a "**Force Majeure Event**"), provided that:

- (a) the Affected Party is notified of such an event and its expected duration; and
- (b) the Delayed Party uses all reasonable endeavours to mitigate, overcome or minimise the effects of the Force Majeure Event concerned,

and that if the period of delay or non-performance continues for thirty (30) days or more, the Affected Party may terminate this Agreement by giving ten (10) Business Days' written notice to the Delayed Party.

16. Notices

16.1 Day to day communications between the Parties in respect of commercial matters will be conducted by email.

16.2 Any notice or other communication required to be given to a Party under or in connection with

this Agreement (such as a termination notice or the like) will be in writing and will be:

- (a) delivered by hand; or
- (b) sent by pre-paid registered post or other next working day delivery service providing proof of delivery,

at its principal place of business as set out on page 1.

Where a Customer Affiliate enters into a MOF, any notice served by CitySwift under this Agreement will be delivered to the Customer and the relevant Customer Affiliate at its principal place of business detailed in the MOF.

16.3 Any notice or communication will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt; or
- (b) if sent by pre-paid registered post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the date and time recorded by the delivery service.

16.4 This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this Clause, "writing" will not include e-mail.

17 Disputes

17.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between representatives of the Parties, who have authority to settle any such dispute.

17.2 If the matter is not resolved by negotiation between the Parties within 30 days of receipt of a written notice of dispute, the Parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (ADR) procedure, or in default of agreement, through an ADR procedure as recommended to the Parties by the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators.

17.3 If the matter has not been resolved by an ADR procedure within 60 days of the initiation of that procedure, or if any Party will not participate in an ADR procedure, the dispute may be referred to arbitration by any Party. The seat of the arbitration shall be England and Wales. The arbitration shall be governed by both the Arbitration Act 1996 and Rules as agreed between the Parties.

17.4 Should the Parties be unable to agree on an arbitrator or arbitrators, or be unable to agree on the Rules for Arbitration, any Party may, upon giving written notice to the other Party, apply to the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators for the appointment of an Arbitrator or Arbitrators and for any decision on rules that may be necessary.

17.5 Nothing in this clause shall be construed as prohibiting a Party or its affiliate from applying to a court for interim injunctive relief

18. General

- 18.1 Nothing in this Agreement will be construed to give any Party the power to direct or control the daily activities of another Party, or to constitute the Parties as principal and agent, employer and employee, franchiser and franchisee, partners, joint venturers, co-owners or otherwise as participants in a joint undertaking.
- 18.2 The remedies of the Parties under this Agreement are cumulative and will not exclude any other remedies to which the Party may be lawfully entitled.
- 18.3 Each Party hereby covenants and agrees that it will execute and deliver such deeds and other documents as may be required to implement any of the provisions of this Agreement.
- 18.4 The failure of any Party to insist on strict performance of a covenant hereunder or of any obligation hereunder will not be a waiver of such Party's right to demand strict compliance therewith in the future.
- 18.5 This Agreement may be executed in multiple copies, each of which will for all purposes constitute one Agreement, binding on the Parties, and each Party hereby covenants and agrees to execute all duplicates or replacement counterparts of this Agreement as may be required.
- 18.6 Each Party may execute this Agreement by any form of electronic signature. An electronic signature is conclusive evidence of a Party's intention to be bound by this Agreement and has the same legal validity and enforceability as a wet ink signature for all purposes. If a Party stores a duly executed copy of the Agreement in an electronic format that maintains its integrity and allows unchanged reproduction of the stored information, this constitutes an original of this Agreement and may be relied on as evidence of this Agreement.
- 18.7 This Agreement will not prevent CitySwift from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.
- 18.8 In the event any provision, Clause, sentence, phrase, or word hereof, or the application thereof in any circumstances, is held to be invalid or unenforceable, such invalidity or unenforceability will not affect the validity or enforceability of the remainder hereof, or of the application of any such provision, sentence, clause, phrase, or word in any other circumstances.

19. Entire Agreement

- 19.1 This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 19.2 Each Party acknowledges that in entering into this Agreement it does not rely on, and will have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 19.3 Nothing in this clause will limit or exclude any liability for fraud.
- 19.4 No alteration to or variation of this Agreement will take effect unless and until the same is in writing and signed on behalf of each of the Parties by a duly authorised representative.

20. Law and Jurisdiction

- 20.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of Ireland.
- 20.2 Each Party irrevocably agrees that the courts of Ireland will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the Effective Date.



CitySwift

Schedule 1: Implementation and Validation

Objectives

| Customer Data set | Objective | Customer Actions |
|----------------------------------|--|--|
| Automatic Vehicle Location (AVL) | Gather a historical data set, for a period of more than 12 months. The dataset must have the following data available: <ul style="list-style-type: none"> ● Vehicle ID ● Fleet Number ● Sequence ● Journey Number ● Journey Start Time ● Running Board Name ● Public Service Code ● Driver Number ● Lat ● Long ● Heading ● Deviation ● Panic ● State Timestamp | Customer to arrange with its third-party provider or internal technical team to export the maximum historical time period available. |
| Ticketing Data | Gather a Historical data set, for a period of more than 12 months. The data set must have the following data available: <ul style="list-style-type: none"> ● Date/Time ● Route ● Schd ● Trip ● Shift ● Origin ● Passenger ● Destination ● Ticket ● Card ID ● Trans Type ● Ticket No ● Canc ● Full(£) ● Ps ● Dst ● Fare (£) | Option 1: Customer to arrange with its third-party provider to export the maximum historical time period available. Option 2: Customer provides CitySwift with access to a third-party provider ticketing machine web portal. |

| | | |
|-------------------------------------|---|--|
| TransXchange | <p>Gather historical files for a minimum of the past 24 months. The files must be in an extended version form of 2.4 or above to include the following data set:</p> <ul style="list-style-type: none"> ● Block Number ● Journey Code ● DaysOfWeek ● DaysOfNonOperation ● Line Ids ● Stop to stop runtimes ● Stop to stop, stop point Id's ● Distance Between Stops (metres) ● Stop Ids ● Route Line Strings ● Timing Status (Timing points and non-timing points) | Customer to share files in the Customer's cloud storage folder on the Platform or uploaded directly into the Platform. |
| Siri Vehicle Monitoring – Live Feed | Data pipeline developed for the platform's use, to receive live location data at a minimum of every 30 seconds. | Customer to arrange with its third-party provider to grant CitySwift with the appropriate credentials and access.. |

1 Validation Tests

- 1.1 Upon receipt of the required Customer Data as outlined above, CitySwift will complete the necessary internal validations and tests to ensure sufficient data integrity needed to use the platform.
- 1.2 Through using key identifications in the Customer Data, which will be identified by CitySwift and communicated to the Customer in advance for approval, CitySwift's Validation Team matches the Customer Data across the Customer Data sets.
- 1.3 CitySwift will notify the Customer if the necessary validations and tests on the Integrations cannot be completed to satisfaction.
- 1.4 Customer agrees to review Customer Actions noted above to ensure all relevant Integrations are provided in a satisfactory form to ensure all validations and tests are completed to satisfaction.

Validation Test: Pass/Fail Criteria

| Result | Pass | Fail |
|------------------------------|--|---|
| Criteria to Pass/Fail | Key identifications match to at least 98%. | Key identifications matches are less than 98%. |
| If Pass or Fail | <ol style="list-style-type: none">1. CitySwift confirms Result to Customer.2. CitySwift confirms to the Customer the Routes onboarded to specific Modules.3. CitySwift provides the Platform to the Customer | Customer will make such corrections as are reasonably necessary to make the Platform function in accordance with the relevant requirements as outlined above. |

Schedule 2: Continuous integration requirements

This following data is required to ensure the continuous and satisfactory operation of the Platform.

| Customer Data set | Minimum Data Update Period |
|-------------------------------------|--|
| Ticketing Data | <p>The most recent ticketing data, outlined below, must be shared with the CitySwift platform every 24 hours and no less than 72 hours.</p> <ul style="list-style-type: none"> • Date/Time • Route • Schd • Trip • Shift • Origin • Passenger • Destination • Ticket • Card ID • Trans Type • Ticket No • Canc • Ful l(£) • Ps • Dst • Fare (£) |
| TransXchange | <p>TransXChange files must be shared with CitySwift at a minimum of 5 Business Days before implementation to include:</p> <ul style="list-style-type: none"> • Block Number • Journey Code • DaysOfWeek • DaysOfNonOperation • Line Ids • Stop to stop runtimes • Stop to stop, stop point Id's • Distance Between Stops (metres) • Stop Ids • Route Line Strings • Timing Status (Timing points and non-timing points) |
| Siri Vehicle Monitoring – Live Feed | <p>To the best of the Customer's ability, a Siri VM feed must be live and provided to CitySwift for the duration of the contract period.</p> |

Schedule 3: Provision of the Platform

References in this Schedule to Customer shall mean the Customer and/or Customer Affiliate (as applicable).

1 Currently available modules

The Platform currently consists of a core data management system and three Customer facing Modules.

The Core Data Management System integrates with the Customer's current software programs powering the following Modules:

| Module | Description |
|----------------------|--|
| SwiftMetrics | CitySwift will integrate with the Customer's current software programs to provide business intelligence from Customer Data. SwiftMetrics will analyse and display relevant key performance indicators (KPIs) of individual Routes and networks enabling Authorised Users to monitor performance through reliability, efficiency and demand metrics. |
| SwiftSchedule | Through a combination of machine learning and optimization algorithms, SwiftSchedule will provide Customer with suggested frequencies, vehicle requirements and layovers for all routes on the Platform in addition to various scenario modelling (high-level and detailed views), enabling Customer to choose preferred business outcomes. |
| SwiftConnect | A Module providing (1) back end Vehicle Capacity Predictions, using Proprietary Demand Forecasts & Original Destination Algorithm and (2) Route & Timetable Planning. In addition, SwiftConnect includes passenger facing data functionality, through a web browser or API, for the purposes of informing passengers of predicted demands of bus services. This can be provided by CitySwift on the Customer's request. |

2 Service Level Agreement:

2.1 Definitions:

- (a) **Core Uptime Hours:** means between 7am to 6pm from Monday to Friday;
- (b) **Platform Uptime:** means the amount of time the Platform is available for use by the Customer during Core Uptime Hours. It is represented on percentage basis over a three (3) calendar month period (a "Quarter") commencing at the beginning of the relevant MOF Initial Period.
- (c) **Quarterly Uptime Percentage:** means the percentage of Platform Uptime over a Quarter calculated as follows:

$$\frac{\mathbf{B}}{\mathbf{A}} \times 100 = \mathbf{C}$$

A

Where:

A = total Core Uptime Hours in the relevant Quarter

B = total Platform Uptime in the relevant Quarter

C = Quarterly Uptime Percentage

By way of worked example, assuming that the:

A. total Core Uptime Hours in the relevant Quarter is 910

B. total Platform Uptime in the relevant Quarter is 906

then:

$$\frac{\mathbf{906}}{\mathbf{910}} \times 100 = \mathbf{99.6\%}$$

910

The Quarterly Uptime Percentage for each Quarter is monitored and reported to CitySwift by CitySwift's third party IT service provider, i.e. Google Ireland Limited (the "**IT Service Provider**") (the "**Uptime Percentage Report**").

Financial Credits means the following amounts that will be credited to the Customer for CitySwift's failure to achieve the Platform Availability:

| Quarterly Uptime Percentage. | Percentage of quarterly Charge that will be credited to the Customer |
|-------------------------------------|---|
| 98.5% – < 99.0% | 2.5% |
| 95% – < 98.49% | 5% |
| < 94.99% | 7.5% |

2.2 Service Levels

- (a) CitySwift agrees to achieve at least 99% Platform Uptime each Quarter.

CitySwift shall specify the Financial Credits, if applicable, payable to the Customer for the relevant Quarter. ~~In the event that Financial Credits are payable, CitySwift shall deduct a sum equal to the Financial Credits from the invoice relating to the second quarterly period after the quarterly period in which the Financial Credits relate to.~~

For example (assuming £100,000 charged to Customer every Quarter):

I. Quarter 1 (January to March):

- a. Charge = £100,000
- b. Quarterly Uptime Percentage = 98.6%
- c. Financial Credit payable to Customer = £2,500

II. Quarter 2 (April to June):

- a. Charge = £100,000
- b. Quarterly Uptime Percentage = 99.9%
- c. Financial Credit payable to Customer = £0

III. Quarter 3 (July to August):

- a. Charge = £100,000 - £2,500 credit (Quarter 1) = £97,500
- b. Quarterly Uptime Percentage = 99.9%
- c. Financial Credit payable to Customer = £0

Reason: Timing lag will allow CitySwift and Customer confirm the next quarter's invoice amount and prepare Purchase Order documents in advance of the start of the next quarter. Otherwise the Parties are required to wait until end of a quarter to confirm Uptime % and Financial Credits applicable for that quarter to then begin the purchase order / invoicing process.

- (b) If Customer disagrees with the application (or lack) of any Financial Credits, the Customer must notify CitySwift technical team within thirty (30) days from the date of issue of the invoice to which the Financial Credit relates.

Schedule 4: Support & Maintenance Services

1 Support

1.1 CitySwift will provide the Customer with a dedicated account manager to support the Customer during Normal Business Hours and who will maintain continuity of knowledge of the Customer's account history for the duration of the Agreement.

1.2 Response and Resolution Times:

| Priority | Description | Response time | Target resolution time (Normal Business Hours) | Target resolution time (Outside Normal Business Hours) |
|-------------------|---|---|--|--|
| Priority 1 | <p>The Platform is "down" and inaccessible.</p> <p>Priority 1 incidents will be reported by telephone and email using the following contacts:</p> <p>Alan Farrelly (Customer Account Manager) Tel: 00353862040908</p> <p>Any issues reported by telephone must be followed up by email using the following contacts:</p> <p>Email: support@cityswift.com</p> <p>copied to: alan@cityswift.com; james@cityswift.com; and brian@cityswift.com</p> | <p>Within 0.5 Normal Business Hours of Customer [reporting the issue by email].</p> | <p>4 Normal Business Hours after Initial Response.</p> <p>Continuous effort after Initial Response and with Customer co-operation.</p> | <p>5 Normal Business Hours after Initial Response.</p> <p>Continuous effort after Initial Response and with Customer co-operation.</p> |

| Priority | Description | Response time | Target resolution time (Normal Business Hours) | Target resolution time (Outside Normal Business Hours) |
|--------------------------|---|---|---|--|
| <p>Priority 2</p> | <p>Operation of the Platform is severely degraded, or Modules of the Platform are not operational and work cannot reasonably continue.</p> <p>Priority 2 incidents will be reported by telephone and/or email only using the following contacts:</p> <p>Alan Farrelly (Customer Account Manager) Tel: 00353862040908</p> <p>Any issues reported by telephone must be followed up by email using the following contacts:</p> <p>Email: support@cityswift.com</p> <p>copied to: alan@cityswift.com; james@cityswift.com; and brian@cityswift.com</p> | <p>Within 1 Normal Business Hour of Customer reporting the issue by email..</p> | <p>Within 1 Business Day after Initial Response.</p> | <p>Within 1 Business Day after Initial Response.</p> |
| <p>Priority 3</p> | <p>Certain non-essential features of the Platform are impaired while most major components of the Platform remain functional.</p> <p>Priority 3 incidents will be reported by email only using the following contacts:</p> <p>Email: support@cityswift.com</p> <p>copied to: alan@cityswift.com; james@cityswift.com; and brian@cityswift.com</p> | <p>Within 2 Normal Business Hours of Customer reporting the issue by email.</p> | <p>Within 3 Business Days after Initial Response.</p> | <p>Within 3 Business Days after Initial Response.</p> |

| Priority | Description | Response time | Target resolution time (Normal Business Hours) | Target resolution time (Outside Normal Business Hours) |
|------------|---|--|--|--|
| Priority 4 | <p>Errors that are non-disabling or cosmetic and clearly have little or no impact on the normal operation of the Platform.</p> <p>Priority 3 incidents will be reported by email only using the following contacts:</p> <p>Email: support@cityswift.com</p> <p>copied to: alan@cityswift.com; james@cityswift.com; and brian@cityswift.com</p> | Within 5 Normal Business Hours of Customer reporting the issue by email. | Next release of the relevant Module. | Next release of the relevant Module. |

2 Maintenance

2.1 Maintenance includes all regularly scheduled error corrections and software updates required to introduce any Add-Ons ordered by the Customer:

- (a) Maintenance of the hosting equipment, facility, software or other aspects of the Platform or Modules may require interruption of the provision of the Platform or specific Modules during and outside Normal Business Hours.
- (b) CitySwift may interrupt use of the Platform or Modules to perform Maintenance Events that do not exceed a thirty (30) minute period (a “**Minor Maintenance Event**”) during Normal Business Hours, provided that:
 - (i) CitySwift has given the Customer at least five (5) Business Days’ prior notice in writing.
- (c) Minor Maintenance will not contribute to Downtime.
- (d) CitySwift will at all times use all reasonable endeavours to keep any Platform interruptions outside Normal Business Hours and to a minimum.

2.2 Maintenance Events Outside Normal Business Hours:

CitySwift may interrupt the provision of the Platform or Modules outside of Normal Business Hours to perform:

- (a) scheduled maintenance, provided that such maintenance is performed during the daily window of 20.00 hours to 00.00hours GMT.
- (b) unscheduled maintenance, provided that it has given the Customer at least two (2) Business Days’ prior notice in writing.

Schedule 5: Payment & Onboarding Terms

1 Charges

Rate Card Unit Fees

| Module | Charge Per Vehicle per Month |
|--------|------------------------------|
| | |
| | |
| | |

2 Customer Set Up

Customer to advise CitySwift of all necessary requirements to set CitySwift up as a supplier to the Customer or Customer Affiliate (as applicable).

3 Adding Additional Buses to Platform

- (a) Customer will assign designated Authorised Users who must request CitySwift to add new Routes to specified Modules;
- (b) This request is made by completing the **Draft Request Form** (See below) and submitting this form by email to the Customer's Account Manager;
- (c) As per Schedule 1 (Implementation and Validation), any new Routes to be added to the Platform will need to Pass the Validation Tests.

4 Additional Modules

Charges for Additional Modules shall be per the above Rate Card or as outlined in the relevant MOF.

5 **Template Request Form to add new Routes to a Module**



REQUEST FORM

For inquiries on your request please contact

T +353 91 534 779

E sales@cityswift.com

W www.cityswift.com

| | | | |
|------------------------|--|--------------------------------|--|
| Customer | | Customer Affiliate | |
| Contact Person | | Contact Email | |
| Contact Phone | | Authorised User (Y / N) | |
| Date of Request | | | |

As per the Agreement between the Customer and Huddl Mobility Limited we request for the following routes to be onboarded to the following Modules of the CitySwift Platform under the Terms and Conditions of the Platform Agreement.

| Depot | Route # | Peak Vehicle Requirement of Depot/Route* | Module | | |
|----------------------------|---------|--|--------------|---------------|---------------|
| | | | SwiftMetrics | SwiftSchedule | SwiftSchedule |
| | | | | | |
| | | | | | |
| | | | | | |
| Add rows below if required | | | | | |

*Customer is charged based on the PVR of Depot/Route.

Please submit your Request to the following emails:

sales@cityswift.com

alan@cityswift.com

Customer Sign Off (Authorised Signatory)

| | |
|-------------------|--|
| Name: | |
| Position: | |
| Signature: | |
| Date: | |

Schedule 6: Template Module Order Form

This Module Order Form is dated **1st April 2022** ("MOF")

CitySwift **Huddl Mobility Limited t/a CitySwift**, incorporated and registered in Ireland, registered office is at 13, Citypoint, Office 2B, 27 Prospect Hill, Galway, H91 P9KP, Ireland (Company Number: 567365)

Customer or Customer Affiliate **Arriva UK Bus Limited**, incorporated and registered in England and Wales, registered office is at 1 Admiral Way, Doxford International Business Park, Sunderland SR3 3XP (Company Number: 02756876)

Each a "Party" and together the "Parties" to the Agreement and this MOF

The Agreement Platform Agreement between (1) CitySwift and (2) the Customer dated **1st April 2022** (the "**Agreement**")

MOF Effective Date:

MOF Initial Period: From the MOF Effective Date and for a period of twelve (12) months.

MOF Extension Period: This MOF may be extended under the provisions of Clause 2.4 (d) of the Agreement.

MOF Break Date: The date which is six (6) months from MOF Effective Date

MOF Break Option: Each Party have one option to terminate this MOF during the MOF Initial Period. Either Party may terminate this MOF on the MOF Break Date only. To exercise this termination option, the terminating Party must provide written notice to the other Party of its intention to terminate this MOF on the MOF Break Date, such notice must be received by the other Party at least 30 Days prior to the MOF Break Date.

Module(s) Ordered: From the MOF Effective Date for the remainder of the MOF Initial Period, CitySwift will provide the Customer with access to the following Modules through the Platform as described and, on the terms, set out in the Agreement and this MOF:

| Modules Ordered | Module | Module |
|--|---------------|---------------|
| Agreed number of Vehicles on each Module from the MOF Effective Date | | |

Charges and Unit Fees

| Module or Service | Vehicles | Unit Fee per Vehicle | Monthly Total |
|------------------------|----------|----------------------|---------------|
| Metrics | | | |
| Tempo | | | |
| Professional Services | | | |
| Total per Month | | | |

Payment Terms: The Customer or Customer Affiliate (as applicable) shall pay such invoices in accordance with the provisions of Clause 9 of the Agreement.

Support and Maintenance Services: CitySwift shall provide the Support and Maintenance Services in respect of the Platform and each Module in accordance with the terms of the Agreement.

| For and on behalf of CitySwift: | | For and on behalf of Customer or Customer Affiliate: | |
|---------------------------------|--|--|--|
| Signature: _____ | | Signature: _____ | |
| Name: | | Name: | |
| Position: | | Position: | |
| Date: | | Date: | |

Schedule 7: Data Processor Addendum

Signed by

for and on behalf of

Huddl Mobility Limited t/a CitySwift

Director

Date

Signed by

for and on behalf of

Customer

Director

Date