
MASTER SERVICES AGREEMENT

relating to the Ito Transit Hub Data & Transit Data Hub Modules

AGREEMENT is made on the []

Parties:

- (1) **ITO WORLD LIMITED**, a company incorporated and registered in England and Wales with company number 5753174 and whose registered office is located at 32 Hampstead High Street, London, NW3 1JQ ("**Ito**"); and
- (2) [], a company registered in England and Wales, whose registered office is at [] and whose company registration number is: [] (the "**Customer**");

1. INTERPRETATION

1.1 In this agreement the following terms shall have the meanings given below:

Agreement means this agreement and any SOW;

Business Days means a day other than Saturday or Sunday or public holiday in England;

Customer Data means any information or data provided by the Customer that is used in the Ito Software;

Data Protection Legislation means (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018 and any other national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018 and Personal Data, Data subject, personal data, controller, and processing shall have the meaning given to it therein;

Fees means all fees payable as set out in the SOW;

Initial term means the license period defined in the SOW, from the Effective Date;

Intellectual Property means any intellectual Property rights whether registered or unregistered and including all existing and future rights which subsist or will subsist now or in the future in any part of the world;

Ito Software means any software used by Ito to provide the Services;

Managed Services the services being delivered under this Agreement and as more particularly described in the SOW;

Normal Business Hours 9am to 5.30pm local UK time on Business Days

Services means the services being delivered under the Agreement, any SOW and includes the Set-up Services.

Service Hours 9am to 5.30pm local UK time on Business Days

SOW means the statement of work, describing the Services to be provided by Ito.

Third Party Data means any data provided by a third party and utilised in any way in the provision of Services.

Virus means any malicious code, Trojan, worm and virus, lock, authorisation key or similar device that impairs or could impair the operation of the Ito Software or the Services

- 1.2 If there is an inconsistency between any of the provisions in the main body of this agreement and the SOWs, the provisions in the SOW shall prevail.

2. ITO OBLIGATIONS

- 2.1 Ito undertakes that the Services will be performed with all reasonable skill and care and in accordance with good industry practice. Notwithstanding the foregoing, Ito does not warrant that the Customer's use of the Services shall be uninterrupted or error-free.
- 2.2 Ito may use reasonable endeavours to enhance the quality of the Customer Data, but makes no representations or warranties of any kind, express or implied in relation to the quality or accuracy of the same.
- 2.3 Ito will use commercially reasonable efforts to ensure a monthly Services uptime in excess of 99.9% excluding any planned or notified downtime.
- 2.4 Ito will provide the 5 Business Days' notice where operationally possible for any planned downtime. All planned downtime will be scheduled outside of peak times.
- 2.5 Ito reserves the right to upgrade and make changes to Ito Software provided that this has no adverse effect on the performance or functionality of the Services.
- 2.6 Ito shall provide written notice of any material planned updates to the Services or Ito Software.
- 2.7 Ito warrants and represents that:
- 2.7.1 it owns, or has obtained valid licences, consents, permissions and rights to enable Ito to comply with this agreement;
 - 2.7.2 the Customer's possession and use in accordance with this agreement of any materials (including third-party materials) supplied by Ito to the Customer shall not cause the Customer to infringe the rights, including any Intellectual Property Rights, of any third party; and
 - 2.7.3 any software or system provided by or on behalf of Ito to the Customer shall be tested for Viruses in accordance with good industry practice.

3. CUSTOMER OBLIGATIONS

- 3.1 The Customer will only make use of the Service and Ito Software in a lawful manner and shall be responsible for its use including any access by any third party.

- 3.2 The Customer shall provide Ito with access to such information as may be reasonably required, in order to provide the Services. Such information shall include (but not be limited to) Customer Data, necessary security access information and software interfaces.
- 3.3 The Customer warrants and represents that Ito's use of any materials (including third-party materials supplied by the Customer and Customer Data) shall not cause Ito to infringe any rights, including any Intellectual Property Rights, of any third party.
- 3.4 The Customer shall not do or omit to do anything to diminish the rights of Ito, nor assist any other person to do so, either directly or indirectly.
- 3.5 The Customer will obtain at its own expense all licences, permits and consents necessary or appropriate for the provision of data or information to any individual.

4. DATA

- 4.1 Ito confirms that, in relation to all personal data it processes for the Customer as data processor ("**Personal Data**"), it shall:
- (a) only process that Personal Data on the documented instructions of the Customer (which shall include the terms of the Agreement) unless required to do so for other purposes by European Union or UK law, the law of any state that is a Member State of the European Union on the date of this Agreement and/or the law of any state that subsequently becomes a Member State of the European Union ("**EU Law**"). Where such a requirement is placed on Ito it shall provide prior notice to the Customer unless law prohibits it from doing so;
 - (b) inform the Customer if, in its opinion, the Customer's instructions would be in breach of the General Data Protection Regulation (2016/479) and any national law implementing that Regulation ("**Data Protection Legislation**");
 - (c) promptly notify and provide reasonable assistance to the Customer to respond to requests from individuals exercising their rights under Data Protection Legislation;
 - (d) provide reasonable assistance to the Customer to conduct a privacy impact assessment where required under Data Protection Legislation; and
 - (e) implement appropriate technical and organisational measures to protect Personal Data, Customer Data and the Services against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access.
 - (f) Ito shall notify the Customer promptly should it become aware of a security breach leading to the accidental or unauthorised loss, alteration or disclosure of Personal Data.
 - (g) Ito shall not transfer Personal Data outside of the European Economic Area without obtaining the Customer's consent; and taking such measures as are appropriate.
- 4.2 The Customer hereby approves the Sub-processors notified to the Customer at the time of this Agreement. Ito shall give the Customer prior notice of any intended addition or replacement to

the Sub-processors approved. If the Customer reasonably objects to the proposed change, it shall communicate its concerns to Ito and Ito shall take reasonable steps to address those concerns.

- 4.3 Ito shall ensure that it has a written contract with any Sub-processors it engages to process Personal Data with obligations on the Sub-processor that are equivalent to those set out in this clause.
- 4.4 At the request of the Customer, and at Customer's cost, Ito shall provide evidence of its compliance with this clause and allow the Customer to audit that compliance.
- 4.5 On termination of the Agreement and at the option of the Customer, Ito shall promptly return or delete the Personal Data and certify in writing that it has done so. Ito may retain a copy of the Personal Data only if it is obliged to do so by law.
- 4.6 The scope of the processing carried out by Ito under this Agreement is as follows:
 - (a) Scope, nature and purpose of processing: as required to deliver the Services
 - (b) Duration: the term of this Agreement; and
 - (c) Types of personal information and categories of data subjects: business contact and related personal data of Customer's employees and representatives
- 4.7 In the event of any loss or damage to the Customer Data which is not Personal Data, the Customer's sole and exclusive remedy shall be for Ito to use reasonable commercial endeavours to restore the lost or damaged data from the latest backup taken by Ito in accordance with its usual archiving procedure. Ito shall not be responsible for any loss, destruction, alteration or unauthorised access to or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Ito to perform services related to Data maintenance and back-up).

5. SECURITY

- 5.1 Ito shall ensure that Ito's Software is designed and maintained to minimise the risk of Viruses. The parties agree that if Viruses are found, each of them shall co-operate with the other to mitigate any effect and restore the Services to their original operating efficiency.

6. CHARGES AND PAYMENT

- 6.1 The Customer shall pay all Fees as and when they become due.
- 6.2 All Fees are exclusive of value added tax, which shall be added at the appropriate rate.
- 6.3 If the Customer fails to make any payment by the due date, then, without limiting Ito's remedies under this Agreement, the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank plc's base rate from time to time. Such pro rata interest shall accrue on a daily basis from the due date until actual payment.

7. PROPRIETARY RIGHTS

- 7.1 The Customer acknowledges and agrees that Ito and/or its licensors own all Intellectual Property in all materials and Ito Software connected with the Services and/or developed or produced in connection with this agreement.
- 7.2 Ito acknowledges and agrees that the Customer owns and retains all rights, title and interest in any Customer Data. Ito shall have the right to access, use or modify the Customer Data in the provision of the Services.
- 7.3 Ito grants to the Customer a non-exclusive, non-transferable, royalty-free licence for the duration of the Agreement to use the Services and Ito Software in accordance with the terms therein ("**Permitted Purpose**").
- 7.4T The Customer shall not: (i) reverse engineer, decompile, or disassemble the Software or Materials; (ii) attempt to derive its source code or underlying algorithms; or (iii) modify or create derivative works based on the Software or Materials.

8. CONFIDENTIALITY

- 8.1 Each party shall keep secret and treat as confidential all information obtained from the other which is either stated to be confidential or could reasonably be regarded as confidential and shall not disclose such information to any person other than its employees, agents or sub-processors where such disclosure is required for the performance of the party's obligations under the Agreement. Save as to permit disclosure of confidential information where required by operation of law. This Clause shall not extend to information which was already in the lawful possession of a party prior to the Agreement, or which is already public knowledge or becomes so subsequently (other than as a result of a breach of this Clause) or which is trivial or obvious. These obligations of confidentiality shall survive any termination of the Agreement.

9. LIMITATION OF LIABILITY

- 9.1 Except as expressly provided in this Agreement the Customer assumes sole responsibility for results obtained from its use of the Services, and for conclusions drawn from such use. Ito shall have no liability for any damage caused by errors or omissions in any Customer Data or any other information, instructions or scripts provided to Ito by the Customer, or any actions taken by Ito at the Customer's direction.
- 9.2 The Customer shall indemnify Ito against all direct liabilities, costs, expenses, damages and losses suffered or incurred by or arising out of or in connection with any breach of the warranties contained in this Agreement and the Customer's breach or negligent performance or non-performance of this Agreement.
- 9.3 All warranties, conditions and other terms implied by statute, common law or otherwise are, to the fullest extent permitted by law, excluded from this Agreement.

- 9.4 Nothing in this Agreement excludes or limits the liability for death or personal injury caused by either party's negligence, fraud or fraudulent misrepresentation or any other liability which cannot lawfully be excluded or limited.
- 9.5 Neither party shall be liable to the other for any loss of profits, loss of business, or for any indirect or consequential loss, costs, damages, charges, or expenses suffered by the other party however arising. A breaching party's total aggregate liability to the other party, whether in in contract, tort (including negligence or breach of statutory duty), misrepresentation (where innocent or negligent) or otherwise, arising in connection with this agreement shall be limited to the price paid for the Services during the 12 months preceding the date on which the claim arose.

10. TERM AND TERMINATION

- 10.1 This agreement shall continue in force for the Initial Term and shall automatically extend for successive 12-month periods ("**term**") until either party gives written notice to the other party, not later than 90 days before the end of each successive term, unless it is terminated in accordance with the provisions herein.
- 10.2 In the event of termination in accordance with the provisions of the SOW the Customer shall give 90 Days written notice.
- 10.3 Ito may terminate this agreement with immediate effect if the Customer fails to pay any Fees due and remains in default after being notified in writing to may such payment.
- 10.4 Ito may cease providing any part of the Services without notice and without any liabilities where the provision of the same is dependent on Third Party Data which becomes unavailable to Ito.
- 10.5 Without prejudice to any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving notice to the other party if the other party;
- 10.5.1 commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do
 - 10.5.2 is unable to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; commences negotiations with any class of its creditors or makes a proposal for or enters into any arrangement with its creditors; a petition is filed, a notice is given, a resolution is passed, or an order is made for or in connection with the winding up of that other party; an application is made to court, or an order is made, for the appointment of an administrator; or the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 10.6 Expiry or termination of this agreement for any reason shall not affect the accrued rights, remedies, obligations, or liabilities of the parties existing at expiry or termination.

11. CHANGE MANAGEMENT

- 11.1 In the event that the Customer requests a change to the scope of the Services, Ito has no obligation to deliver this unless and until the parties have agreed in writing the necessary variations to take account of the change and agreed all relevant factors including any related costs. The parties will work together to agree where possible any requested change in scope.

12. FORCE MAJEURE

- 12.1 Neither party shall have any liability to the other under this agreement if it is prevented from, or delayed in, performing its obligations under this agreement, by events beyond its reasonable control including act of God, war, riot, or extreme weather, ("Force Majeure Event"). If the Force Majeure Event continues for 12 weeks or more, either party may terminate this Agreement by giving not less than 14 days' written notice.

13. GENERAL

- 13.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy.
- 13.2 If any provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the enforceability of the rest of this Agreement.
- 13.3 This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, and negotiations.
- 13.4 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 13.5 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party nor authorise any party to make or enter into any commitments for or on behalf of any other party.
- 13.6 Except as expressly provided elsewhere in this Agreement, no one other than a party to this Agreement, shall have any right to enforce any of its terms.
- 13.7 Any notice or other communication required to be given to a party under or in connection with this Agreement shall be in writing which shall include email.
- 13.8 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) shall be governed by and construed in accordance with the law of England and Wales.

This Agreement has been executed by the parties hereto on the date stated at the beginning of it.

AUTHORISATION

Signed for and on behalf of the Customer by:

Printed Name:

Position:

Date:

Signed for and on behalf of Ito World by:

Printed Name:

Position:

Date:
