Private & Confidential

DATED

RINGGO LIMITED

and

[ ]

SERVICE AGREEMENT

THIS AGREEMENT is made on **BETWEEN**

1. **RINGGO LIMITED,** a company registered in England and Wales with company number 03151938 and with its registered office at Ground Floor East, Maplewood, Chineham Business Park, Basingstoke, Hampshire, RG24 8YB (the **"Service Provider"**); and

2. <<EITHER>> **[ ],** a company registered in England and Wales with company number **[ ]** and with its registered office at **[ ]** (the **"Client"**).

2. <<OR>> **[ ]** of **[ ]** (the **"Client"**).

each a **"Party"** and together the **"Parties"**.

WHEREAS:

A. The Service Provider is in the business of providing a fully project managed solution to support payment for parking under the brand name RingGo.

B. The Client is seeking a provider of services of the type provided by the Service Provider under the RingGo brand.

C. The Service Provider has submitted a proposal for the supply of software, software development, training, integration work, project management, hosted web and automated telephony services to satisfy the Client requirement.

D. The Client now wishes to appoint the Service Provider to provide the services described in this Agreement and the Service Provider is willing to provide the same and to accept such appointment upon the terms and conditions of this Agreement.

In consideration of the mutual covenants and undertakings set out below **THE PARTIES AGREE** as follows:

1 Definitions

1.1 In this Agreement unless the context otherwise requires, the following terms will have the following meanings:

"Agreement" means this agreement (including the respective schedules and appendices attached hereto);

"Attendant" means an individual employed by or contracted by the Client to check that vehicles occupying Bays do so in accordance with applicable legislation;

"Bay" means a demarcated on-street or off-street parking area designed for occupation by a single vehicle and provided by the Client where payment can be made via the Service whether exclusively or in conjunction with other methods of payment;

"Booking" means the process undertaken via the RingGo Payment System in which time limited rights for a nominated vehicle to occupy a Bay are secured under the provisions of this Service in exchange for a payment;

"Business Day" means a day (other than a Saturday or Sunday) on which the banks are ordinarily open for business in England;

"Card Processing Charges" means the agreed percent (%) charge which is payable by the Client to the Service Provider in relation to all Payment Card transactions which are processed as part of the Services;

"Change" means:

- any change or addition to the Services; or
- any amendment to this Agreement or any other document attached to or referred to in this Agreement;

"Client Materials" means any materials, software, equipment and all other items which the Client provides to the Service Provider pursuant to this Agreement (other than the Service Provider Intellectual Property);

"Commencement Date" means [ ] 202[ ];

“Confidential Information” means secret or confidential commercial, financial, marketing, technical or other information, know-how, trade secrets and other information in any form or medium whether disclosed orally or in writing before or after the date of this Agreement, together with any reproductions of such information in any form or medium or any part(s) of this information (and "**confidential**" means that the information, either in its entirety or in the precise configuration or assembly of its components, is not publicly available);

“Controller” shall bear the meaning set out in the Data Protection Legislation and the terms “Control” and “Controlled” shall be construed accordingly;

“Data Protection Legislation” means: (a) the UK GDPR; and (b) any other legislation in force from time to time in the United Kingdom relating to privacy and/or the processing of Personal Data including, without limitation, the Data Protection Act 2018;

“Data Subject” shall bear the meaning set out in the Data Protection Legislation;

“Domestic Law” has the meaning in article 4(A2) of the UK GDPR;

“Enforcement Device” means a mobile phone or other handheld device loaded with special software which allows a trained Attendant to check current Bookings;

“Enforcement Link” means the datalink which allows digital information about Bookings to be passed between the Enforcement Device and the RingGo Platform;

“EU GDPR” means the General Data Protection Regulation (EU) 2016/679;

“Force Majeure” means any event outside the reasonable control of either Party affecting its ability to perform any of its obligations (other than payment) under this Agreement including without limitation: Act of God; fire; flood; lightning; war or armed conflict; revolution; act of terrorism; riot or civil commotion; strikes; lock-outs or other industrial action (whether of the affected party's own employees or others); acts of government, local government or regulatory bodies; failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services; GSM or other mobile phone coverage failure, internet connectivity; failure of an Enforcement Device used by the Client’s staff, failure to process payments by the Merchant Services Provider;

“Helpdesk” means the central point to which all fault reports and help queries regarding the Service should initially be logged via the Service Provider’s ticketing tool;

“Intellectual Property Rights” means any patent, copyright, database right, moral right, design rights (whether registered or unregistered), trade mark, service mark, domain name, metatag, know-how, utility model, unregistered design or, where relevant, any application for any such right, or other industrial or intellectual property right subsisting in any part of the world;

“Management Reports” means web reports that allow the Client to review the use of the Service and the collection of revenues;

“Merchant Services Provider” means the third party, such as an acquiring bank, with which the Service Provider contracts for the processing of Payment Card payments;

“Monthly Settlement Sum” shall have the meaning set out in Clause 6.3;

“Motorist” means an individual that has a parking need that could be met by the RingGo Service;

“Parking Charges” means the fees that are paid by Motorists to the Service Provider via the RingGo Payment System for Parking Sessions and/or Parking Session Extensions based on the Tariffs;

“Parking Conditions” means any terms and conditions of parking, such as maximum stay or days of applicability in relation to the Bays and Zones;

“Parking Session” means a period of time for which parking rights have been granted as a result of a successful Booking;

“Parking Session Extension” means an additional period of time for which parking rights are granted which follows directly and continuously from an original Parking Session;

“Payment Cards” means Debit and Credit Cards of the following types VISA, MasterCard and American Express (where in scope);

“Personal Data” means any personal data (as defined in the Data Protection Legislation) which is subject to or intended to be subject to Processing by the Client or the Service Provider in connection with the Services and shall include all such information whether provided by the Client or acquired by the Service Provider during the course of tendering for or executing this Agreement;

“Personnel” means the employees of the Service Provider who are engaged in providing the Services;

“Processing” shall bear the meaning set out in the Data Protection Legislation and the terms "Process" and "Processed" shall be construed accordingly;

“Relief Event” means any default, act or omission of the Client (or their employees, agents or contractors) which has an adverse impact on the ability of: (i) the Service Provider to perform the Services or its obligations under this Agreement; or (ii) the Client to receive the Services;

“RingGo Payment System” means the payment system hosted on the RingGo Platform;

“RingGo Platform” means the entire configuration of integrated components comprising all the hardware and software which works in concert to provide the Service;

“RingGo User” means an individual who has completed a successful Transaction;

“Service Charge” means the charges levied by the Service Provider to a RingGo User for the use of the RingGo services including for each Booking or extension to a Booking and for each SMS sent at the RingGo User’s request associated with a Booking;

“Service Provider Intellectual Property” means any Intellectual Property Rights in items which are owned by the Service Provider and which are used by the Service Provider in the provision of the Services including without limitation the RingGo Platform and the Site;

“Services” means the services to be provided by the Service Provider to the Client following the Commencement Date as further detailed in Schedule 1;

"Site" means any internet site that the Service Provider establishes to provide elements of the Services to the Client;

"Tariff" means a set of information provided by the Client to the Service Provider in respect of the charging hours, fee applicability and restrictions to be associated with one or more Zones;

"Term" means the period specified in Clause 2 of this Agreement;

"Transaction" means a Booking in which the RingGo Platform has been given a Payment Card number and has passed that on to the Merchant Services Provider and received an authorisation code confirming a debit;

"UK GDPR" means the EU GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018;

"Working Hours" means 9.00 a.m. to 5.30 p.m. on Business Days;

"Year" means a period of twelve months commencing on the Commencement Date and on each successive anniversary of the Commencement Date and ending on the day before each successive anniversary of the Commencement Date; and

"Zone" means a mutually agreed, clearly delineated area comprising multiple Bays that is subject to a single set of Tariff and parking restrictions. A car park or street may contain one or several Zones. In support of the operation of the Services each Zone is associated with a particular 4, 5 or 6 digit number.

1.2 The headings to clauses are inserted for convenience only and shall not affect the interpretation or construction of this Agreement. Words imparting the singular shall include the plural and vice versa. Words imparting a gender include every gender and references to persons include an individual, company, corporation, firm or partnership.

1.3 References to any statute or statutory provision shall include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether

with or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification).

1.4 The words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words nor be construed as being limited to the same class as any preceding words where a wider construction is possible.

1.5 All references in this Agreement to Clauses and Schedules are to the clauses, and schedules to this Agreement unless otherwise stated. All references to Paragraphs are to the numbered paragraphs in the respective Schedules unless otherwise stated.

2 Duration

2.1 This Agreement shall come into force on the Commencement Date and (subject to the provisions for earlier termination in this Agreement) shall last for an initial period of [***insert period***] (the **"Initial Term"**).

2.2 After the Initial Term, the Agreement shall continue in force for successive periods of [***insert period***] (the **"Extended Term"**) until such time as:

2.2.1 either Party gives the other Party 90 days' notice in writing to terminate the Agreement such notice to take effect at the end of the Initial Term or Extended Term (as appropriate); or

2.2.2 the Agreement is terminated in accordance with the provisions of Clause 10 (Termination).

3 Provision of Services

3.1. With effect from the Commencement Date:

3.1.1 the Client engages the Service Provider and the Service Provider hereby agrees to provide the Services to the Client on [an exclusive][non-exclusive] basis subject to the terms and conditions of this Agreement;

3.1.2 the Service Provider shall provide the Services:

3.1.2.1 with all reasonable skill and care and in good and workmanlike manner in accordance with the provisions of this Agreement;

3.1.2.2 in accordance with all legislation relevant to the performance of the Services; and

3.1.2.3 in a manner which does not prejudice the reputation and interests of the Client;

3.1.3 the Client will perform its obligations in respect of the Services in accordance with the Agreement.

4 Relief Events

4.1. Each Party shall notify the other as soon as reasonably practicable after becoming aware of the existence of a Relief Event.

4.2. The non-performance or delay by the Service Provider in the performance of its obligations under this Agreement shall be excused if and to the extent that:

4.2.1. such non-performance or delay has resulted directly from a Relief Event; and

4.2.2. despite having done all that is reasonably possible to perform the Services in such circumstances and taken all reasonable steps to mitigate and eliminate any delay and costs arising, the Service Provider has been unable to do so.

4.3. If the Service Provider incurs additional and necessary direct, reasonable and evidenced costs in performing the Services as a direct result of the Relief Event it shall be entitled to recover such additional direct, reasonable and evidenced costs from the Client.

5 The Client's Obligations

5.1 The Client undertakes during the term of this Agreement to:

5.1.1 supply the Service Provider with such information, as the Service Provider may reasonably require to enable the Service Provider to fulfil its obligations under this Agreement;

5.1.2 provide reasonable access to such facilities, equipment and persons as the Service Provider may reasonably require to provide the Services in accordance with the provisions of this Agreement;

5.1.3 work with the Service Provider in connection with the promotion of the Services;

5.1.4 provide the Service Provider in a timely manner with all necessary Tariff information, data and specifications required by the Service Provider to provide the Services;

5.1.5 support the Services by making individuals available for training and co-ordination meetings as necessary;

5.1.6 administer, pay and bear the expense of any charge notice refunds that are necessary as a result of errors made by Attendants;

5.1.7 administer, pay and bear the expense of any refunds that the Client considers necessary to make to RingGo Users in respect of Transactions correctly processed by the Service Provider;

5.1.8 enforce parking at regular frequencies.

5.1.9 notify the Service Provider by contacting the Helpdesk as detailed in Schedule 1 where the Client becomes aware of any fault or breakdown in the operation of the Services;

5.1.10 act in accordance with the applicable legislation when using the Services.

6 Charges and Invoicing

6.1 The Service Provider will collect all Parking Charges and ensure that these are authorised at the time of the Booking with the Merchant Services Provider.

6.2 The Client is responsible for accounting for all VAT associated with the Parking Charges including for the avoidance of doubt making any associated remittance to the HMRC.

6.3 Within ten (10) Business Days after the end of each month, the Service Provider shall provide to the Client a statement setting out the total Parking Charges collected for that month along with details of the Card Processing Charges due from the Client to the Service Provider and the net amount representing the Parking Charges less the Card Processing Charges payable by the Service Provider to the Client (the "**Monthly Settlement Sum**").

6.4 The Monthly Settlement Sum shall be payable by the Service Provider to the Client within 10 Business Days of the end of each month by way of electronic transfer to such account as notified by the Client to the Service Provider from time-to-time in writing.

6.5 All amounts due under this Agreement from the Client to the Service Provider are subject to value added tax and any other taxes imposed by any competent authority in any jurisdiction.

6.6 Along with the Monthly Settlement Sum, the Service Provider shall issue the Client with a VAT invoice for the Card Processing Charges for the month in question.

6.7 In addition to the Parking Charges, RingGo Users may be required to pay a Service Charge to the Service Provider for the benefit of using the Services. For the avoidance of doubt, the Service Provider shall be entitled to retain the Service Charges that are collected and this will not be passed to the Client. The Service Provider will account for all VAT associated with the Service Charges including for the avoidance of doubt making any associated remittance to the HMRC.

6.8 In the event of a regulatory change or any increase in scheme fees and/or interchange costs applied by the Merchant Services Provider or card issuers, the Service Provider will discuss this impact with the Client and the Card Processing Charges shall be updated accordingly.

7 Liability

7.1 Each Party accepts unlimited liability under this Agreement for:

7.1.1 death or personal injury resulting from the negligence of that Party or its directors, officers, employees, contractors or agents;

7.1.2 fraud or deceit; or

7.1.3 any other liability which cannot be excluded or limited by law.

7.2 Subject to Clause 7.1 and save in respect of the Client's obligation to pay the Card Processing Charges to the Service Provider under the Agreement, each Party's total aggregate liability to the other Party in any Year shall not exceed the amount of Card Processing Charges paid by the Client to the Service Provider under this Agreement during the 12 months immediately preceding the Year provided, that if the Agreement has been in effect less than 12 months, the amount deemed to be paid in the preceding Year shall be a sum (based on sums already paid) annualised to a full 12 months. Irrespective of the nature of the claim which results in such liability and whether based on contract or tort or any other theory of law all losses except as excluded hereinabove shall be capped as provided herein in this Clause.

7.3 Neither Party shall in any circumstances be liable to the other Party for any of the types of loss set out in this Clause, whether arising from negligence, breach of contract or otherwise; loss of profits, revenue or other types of economic loss; loss of business or contracts; loss of anticipated savings or goodwill; losses arising from loss of data; any losses which arise other than directly and naturally from a breach of contract or other losses which a courts holds to be consequential, special or indirect losses and any losses suffered by a Party arising from any claim against it by a third party for any of the above types of loss.

7.4 Subject to foregoing provisions of this Clause 7, the Service Provider shall not be held in breach of this Agreement, and shall not be liable to the Client for any loss or damage suffered or incurred by the Client or any third person as a result of:

7.4.1 any failure to provide the Services in accordance with this Agreement unless the Client notifies the Service Provider in writing of such a claim (with detailed particulars of the circumstance giving rise thereto) within 30 days of such failure coming to the Client's notice and the Client, in any case, agrees that it is not entitled to proceed with any claims pursuant to this Clause, which are not

notified to the Service Provider within 3 months following the termination of this Agreement; or

7.4.2 any failure to provide the Services in accordance with this Agreement as a result of any act or omission of the Client, its employees, contractors, suppliers or customers; or

7.4.3 any failure to provide the Services in accordance with this Agreement as a result of a Relief Event or Force Majeure; or

7.4.4 any failure to provide the Services in accordance with this Agreement as a result of the Service Provider's compliance with any instruction or direction given by the Client if the Service Provider has informed the Client before it complies therewith that, in its opinion, that instruction or direction will inhibit performance the Services; or

7.4.5 the absence of any consent required to be obtained by the Client; or

7.4.6 the operation or administration of the parking services provided to Motorists other than where this is directly linked to the Services provided by the Service Provider under this Agreement;or

7.4.7 damage to any Bays, nor for any damage that may arise at the relevant parking spots.

7.5 The express terms and conditions of this Agreement are in lieu of all warranties, conditions, terms, representations, statements, undertakings and obligations whether express or implied by statute, common law, custom, usage or otherwise all of which are hereby excluded to the fullest extent permitted by law.

8 Insurance Policies

8.1 The Service Provider shall maintain in force at its own cost for at least the duration of this Agreement, insurance arrangements as follows:

8.1.1 professional indemnity insurance with cover of no less than one million pounds (£1,000,000) (for a single event or series of related events in a single calendar year);

8.1.2 public liability cover for no less than one million pounds (£1,000,000) (for a single event or series of related events in a single calendar year); and

8.1.3 employer's liability insurance for no less that ten million pounds (£10,000,000) (for a single event or series of related events in a single calendar year).

8.2 The Service Provider shall once each Year on the Client's written request provide the Client with certification of cover.

9. Confidentiality and Publicity

9.1. Each Party shall keep and procure to be kept secret and confidential all Confidential Information belonging to the other Party disclosed or obtained as a result of the relationship of the parties under this Agreement and shall not use nor disclose the same save for the purposes of the proper performance of this Agreement, or with the prior written consent of the other Party. Where disclosure is made to any employee, the Service Provider, or agent, it shall be done subject to obligations equivalent to those set out in this Agreement, and each Party agrees to procure that any such employee, the Service Provider or agent complies with such obligations, provided that each Party shall continue to 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.

9.2. The obligations of confidentiality in this Clause 9 shall not extend to any Confidential Information which either Party can show:

9.2.1. is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this Agreement; or

9.2.2. was in its written records (other than as a result of discussions or correspondence with the Service Provider) prior to the Commencement Date; or

9.2.3. was independently disclosed to it by a third party entitled to disclose the same; or

9.2.4. is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction to such extent that the recipient is so required to make such disclosure PROVIDED THAT, to the extent that it is legally permitted to do so, the recipient shall notify the disclosing party as soon as possible prior to making any such disclosure and, where notice of disclosure is not prohibited and is given in accordance with this Clause 9.2.4, the recipient shall take into account the reasonable requests of the disclosing party in relation to the content of this disclosure and the recipient shall give to the disclosing party the opportunity to apply for appropriate protective relief in respect of such Confidential Information.

9.3. Each Party shall forthwith at the other Party's written request and without prejudice to the requesting Party's rights, return to the requesting Party or, at the first Party's option, destroy all or such part of the requesting Party's Confidential Information as it shall be specified.

9.4. Each Party may with the other Party's consent, such consent not to be unreasonably withheld or delayed, make general press announcements and publicise the Agreement and (in general terms only) the work undertaken within this Agreement.

10 Termination

10.1 Either Party may immediately terminate this Agreement without payment of compensation or other damages caused to the other Party solely by such termination, by giving notice in writing to the other Party if any one or more of the following events happens:

10.1.1 the other Party commits a material breach of any of its obligations under this Agreement which is incapable of remedy;

10.1.2 the other Party fails to remedy, where it is capable of remedy after having been required in writing to remedy or desist from such breach within a period of 15 days;

10.1.3 the other Party proposes a voluntary arrangement, or an interim order is made in relation to the other Party with respect to the same, or any other steps are taken or negotiations commenced by the other Party or any of its creditors with a view to proposing any kind of composition, compromise or arrangement involving the other Party and any of its creditors;

10.1.4 the other Party has any distress or execution levied on its assets which is not paid out within seven days of its being levied;

10.1.5 the other Party is deemed to be unable to pay its debts under the applicable law, or calls a meeting for the purpose of passing a resolution to wind it up, or such a resolution is passed, or a resolution is passed by the directors of the other Party to seek a winding up or administration order, or the other Party presents, or has presented, a petition for a winding up order, or presents, or has presented, a petition to appoint an administrator, or has an administrative receiver, or receiver appointed over all or any part of its business, undertaking, property or assets;

10.1.6 the other Party stops or suspends making payments (whether of principal or interest) with respect to all or any class of its debts or announces an intention to do so or the other Party suspends or ceases or threatens to suspend or cease to carry on its business;

10.1.7 a secured lender to the other Party takes any steps to obtain possession of the property on which it has security or otherwise to enforce its security.

10.2 The termination of this Agreement shall be without prejudice to the rights and remedies of either Party which may have accrued up to the date of termination.

10.3 Any termination of this Agreement (for whatever reason) shall not affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

11 Consequences of Termination

11.1 On the expiry or termination of this Agreement (for whatever reason):

11.1.1 The Service Provider shall co-operate with the Client and/or any new provider of the Services appointed by the Client in ensuring the smooth handover and continued running of the Services during such handover and in particular the Service Provider shall render such assistance to the Client and/or the new provider as the Client may reasonably request, subject to the Client paying the Service Provider's costs incurred in providing such assistance; and

11.1.2 save for where retention is required for legal or compliance reasons, each Party shall promptly return or dispose of in accordance with the other Party's instructions all Confidential Information and other data and documents and copies thereof disclosed or supplied to that Party pursuant or in relation to this Agreement and shall certify in writing to the other Party the same has been returned or disposed; and

11.1.3 the Service Provider shall within 30 days of the expiry or termination of this Agreement submit its final invoice to the Client setting out the total amounts due to the Service Provider pursuant to this Agreement.

12 Force Majeure

12.1 If either Party is affected by Force Majeure it shall immediately notify the other Party in writing of the matters constituting the Force Majeure and shall keep that Party fully informed of their continuance and of any relevant change of circumstances whilst such Force Majeure continues.

12.2 Save as provided in Clause 12.4, Force Majeure shall not entitle either Party to terminate this Agreement and neither Party shall be in breach of this Agreement, or otherwise liable to the other, by reason of any delay in performance, or non-performance of any of its obligations due to Force Majeure.

12.3 Neither Party will be liable for delay or failure to perform any of its obligations under the Agreement insofar as the performance of such obligation is prevented by a Force Majeure event.

12.4 Notwithstanding the foregoing, each Party will use all reasonable endeavours to continue to perform its obligations hereunder for the duration of such Force Majeure event. However, if any such event prevents either Party from performing all of its obligations hereunder for a period in excess of 3 months, either Party may terminate the Agreement forthwith.

13 Intellectual Property Rights

13.1 All Intellectual Property Rights in the Client Materials shall remain vested in the Client, and all Intellectual Property Rights in the Service Provider Intellectual Property shall remain vested in the Service Provider.

13.2 The Client hereby grants to the Service Provider the non-exclusive right for the duration of this Agreement to use the Client Materials for the purpose of performing its obligations under this Agreement.

13.3 The Intellectual Property Rights in any material created or adapted by the Service Provider (or any of its employees, agents or sub-contractors) for the purpose of providing the Services will automatically vest in the Service Provider on the date on which the same are created and shall form part of the Service Provider Intellectual Property unless otherwise specifically agreed in writing by the Service Provider.

13.4 The Service Provider hereby grants to the Client the non-exclusive, non-transferable, non-sublicensable, royalty-free, limited and revocable (in part or in full) right for the duration of this Agreement to use the Service Provider Intellectual Property for the purpose of benefiting from the Services provided under this Agreement.

13.5 The Service Provider shall indemnify and hold harmless the Client against all costs, claims, losses, damages or expenses (including but not limited to reasonable legal costs and disbursements) incurred by the Client as a consequence of any claim or allegation that the proper use or possession of the Service Provider Intellectual Property by the Client pursuant to this Agreement infringes any Intellectual Property Rights of a third party.

13.6 The Client shall indemnify and hold harmless the Service Provider against all costs, claims, losses, damages or expenses (including but not limited to reasonable legal

costs and disbursements) incurred by the Service Provider as a consequence of any claim or allegation that the use or possession of the Client Materials by the Service Provider and/or its subcontractors pursuant to this Agreement infringes any Intellectual Property Rights of a third party.

14 Indemnities: Conduct of Claims

14.1 In respect of any claim arising under any indemnity contained in this Agreement, the Party indemnified and claiming under the respective indemnity ("Indemnified Party") shall:

14.1.1 as soon as possible give to the Party who has given the indemnity ("Indemnifier") written notice of the claim, circumstance or matter ("Claim") against which the Indemnified Party is claiming to be indemnified and all details of the Claim from time to time in the knowledge or possession of the Indemnified Party; and

14.1.2 not without the prior written consent of the Indemnifier (which shall not be unreasonably withheld or delayed) admit liability or make any offer, promise, compromise, settlement or communication with the third party in respect of the Claim; and

14.1.3 at the request of the Indemnifier, allow the Indemnifier sole conduct of the Claim and of any negotiations relating to the Claim on the basis that the Indemnifier shall be responsible for and entitled to all costs and awards arising from the Claim or negotiations (provided that the Indemnified Party shall be kept fully informed as to the conduct of such defence, settlement and/or counterclaim); and

14.1.4 provide to the Indemnifier at the Indemnifier's cost such assistance as the Indemnifier reasonably requires in relation to the Claim.

15 Data Protection

15.1 Each Party will comply with the requirements of the Data Protection Legislation in relation to the provision or use of the Services, and will not knowingly do anything or

permit anything to be done which might lead to a breach by the other Party of the Data Protection Legislation.

15.2 Both Parties will maintain appropriate technical and organisational measures for protection of the security, confidentiality and integrity of any Personal Data processed by them in connection with this Agreement.

15.3 To the extent that the Service Provider processes any Personal Data contained in its parking enforcement system/database for parking enforcement purposes on the Client's behalf, the terms of the data processing agreement in Schedule 2, which are hereby incorporated by reference, shall apply and the Parties agree to comply with such terms.

15.4 Personal Data controlled by the Service Provider shall be processed in accordance with a published set of terms and conditions and privacy policy this is to be accessible to Motorists and RingGo Users. These are to be made freely and openly available via the following website www.RingGo.co.uk.

16 Fraud, Bribery and Corruption

16.1 Each Party will comply with all applicable anti-fraud, anti-bribery and anti-corruption legislation (including without limitation the Bribery Act 2010 and the Local Government Act 1972 (as amended)) and will not knowingly do anything or permit anything to be done which might lead to a breach by the other Party of any applicable anti-fraud, anti-bribery and anti-corruption legislation.

16.2 A breach of Clause 16.1 will be deemed to be a material breach of this Agreement.

17 PCI Compliance

17.1 The Service Provider warrants that it and any of its subcontractors or other third party service provider with whom the Service Provider shares cardholder data comply with and shall continue to comply with the Payment Card Industry (PCI) Data Security Standards published by the PCI Security Standards Council as may be amended, supplemented or replaced from time to time, insofar as these are applicable to any processing, storage and/or transmission of transaction data or cardholder data, or

applicable to any other transactions processed as part of the Services to the extent that these could impact the security of the customer's cardholder data environment.

18 Freedom of information

18.1 The Service Provider shall assist the Client in meeting any reasonable requests for information in relation to the Agreement which are made to the Client in connection with the Freedom of Information Act 2000 ("**FoIA**") or any statutory modification or re-enactment thereof or any related guidelines or codes of practice, unless any exemptions apply under the FoIA. The Service Provider shall be entitled to make a reasonable and proportionate charge for such provisions.

18.2 The Client may from time to time serve on the Service Provider an information notice requiring the Service Provider within such time and in such form as is specified in the information notice to furnish the Client such information as the Client may reasonably require relating to such requests for information.

18.3 The Service Provider acknowledges that in responding to requests for information under the FoIA the Client may be entitled to provide information relating to the Agreement and the Service. However, the Client shall not in responding to such requests for information disclose any information which is exempt as described in the FoIA.

19 Change Control Procedure

19.1 Where either Party wishes to implement a Change, they will discuss this with the other Party.

19.2 All agreed Changes shall be documented in writing and signed by both Parties.

19.3 Unless such Change is agreed by both Parties in writing the terms of this Agreement shall continue as if no Change had been proposed.

20 Assignment & Subcontracting

20.1 The Client shall not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Agreement.

20.2 Subject to notifying the Client in advance, the Service Provider may assign or subcontract any or all of its obligations and/or rights under this Agreement although, for the avoidance of doubt, consent will not be required where such assignment or subcontracting is to a group company of the Service Provider.

21 Entire Agreement

21.1 This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and (in relation to such subject matter) supersedes all prior discussions, understandings and agreements between the Parties and their agents (or any of them) and all prior representations and expressions of opinion by any Party (or its agent) or any other Party (or its agent).

21.2 A Party is not liable to any of the other Party (whether in equity, contract or tort, under or in any other way) for a representation that is not contained in this Agreement.

21.3 Clause 21.2 does not affect a Party's liability in respect of any fraudulent misrepresentation.

22 Non-solicitation

22.1 The Client undertakes that during the term of this Agreement, and for the period of 6 months after its termination, it shall not without the prior written consent of the Service Provider:

22.1.1 make any offer of employment or enter into any discussion or negotiations with a view to making any offer of employment to any Personnel; or

22.1.2 solicit or attempt to solicit services from any Personnel on their own account or entice or attempt to entice any Personnel away from the Service Provider.

22.2 In the event the Client breaches Clause 22.1, it shall on demand pay liquidated damages to the Service Provider, the amount of such liquidated damages being calculated in accordance with Clause 22.3.

22.3 The amount of liquidated damages payable pursuant to Clause 22.2 shall be a sum equal to the gross salary of the Personnel in question for the 12 month period (or, if the Personnel was employed for a period of less than 12 months, his gross salary for such lesser period) prior to the said breach and, for the avoidance of doubt, the Parties agree that the liquidated damages referred to in this Clause 22.3, are a genuine pre-estimate of the loss that the Service Provider may suffer as a result of such breach.

23 Notices

23.1 Any notices sent under this Agreement must be in writing and may be served by personal delivery or by sending the notice by registered post or email at the address notified from time-to-time or at such other address as the relevant Party may give for the purpose of service of notices under this Agreement and every such notice shall be deemed to have been served upon delivery if served by hand or at the expiration of two Business Days after despatch of the same if delivered by registered post or at ten hours am local time of the recipient or on the next Business Day of the recipient following despatch if sent by email.

23.2 To prove service of any notice it shall be sufficient to show in the case of a notice delivered by hand that the same was duly addressed and delivered by hand and in the case of a notice served by post that the same was duly addressed prepaid and posted in the manner set out above. In the case of a notice given by email, it shall be sufficient to show that it was despatched to the correct email address without any error message provided.

24 Disputes

24.1 If any dispute or difference as to the Agreement or any matter arising there from shall arise between the Service Provider and the Client, either during the Term or after, then the following procedure will apply:

24.1.1 when a dispute arises, one Party shall write to the other setting out the substance of the dispute;

24.1.2 within 7 Business Days of the receipt of the letter a meeting shall be held between the authorised officers of the Parties in order to try to resolve the dispute;

24.1.3 if the dispute is not resolved, then there shall within 7 Business Days of the first meeting be a further meeting between the managers of the authorised officers of the Parties in order to try to resolve the dispute; and

24.1.4 if the dispute is not resolved, the Service Provider and the Client may by agreement make a further effort to resolve it by referring the dispute to mediation, the fees of any such mediation to be borne jointly.

25 General

25.1 **Variation:** No purported alteration or variation of this Agreement shall be effective unless it is in writing, refers specifically to this Agreement and is duly executed by each of the Parties to this Agreement.

25.2 **Waiver:** The rights and remedies of either Party in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by such Party to the other nor by any failure of, or delay by the said Party in ascertaining or exercising any such rights or remedies. The waiver by either Party of any breach of this Agreement shall not prevent the subsequent enforcement of any subsequent breach of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

25.3 **Enforceability:** If at any time any part of this Agreement (including any one or more of the clauses of this Agreement or any sub-clause or paragraph or any part of one or more of these clauses) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from this Agreement and the validity and/or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired as a result of that omission.

25.4 **Third Parties:** A person who is not party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

25.5 **Counterparts:** This Agreement may be entered into in the form of two counterparts, each executed by one or more of the Parties but, taken together, executed by all, and, each of the executed counterparts, shall be deemed to be an original but, taken together, they shall constitute one instrument.

25.6 **Costs:** Except as otherwise expressly specified in this Agreement, each Party shall bear its own costs in relation to the negotiation, preparation and completion of the terms of this Agreement.

25.7 **Construction:** This Agreement has been negotiated by the Parties and their respective Counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favour of or against either Party. The headings and captions set forth herein are for convenience of reference only and shall not affect the construction or interpretation hereof.

25.8 **Survival:** The respective obligations of the Parties under Clauses 6, 7, 8, 9, 13, 14, 15, 16, 18, 25.9 and 25.10 shall survive any expiration or termination of this Agreement. Any other terms of this Agreement, which by their nature extend beyond the end of the term of this Agreement shall likewise remain in effect until fulfilled.

25.9 **Governing Law and Jurisdiction:** This Agreement will be governed by and construed in accordance with the laws of England and Wales and each Party agrees to submit to the exclusive jurisdiction of the courts of England.

25.10 **Arbitration:** Any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, must be brought to, and shall be finally resolved by, arbitration in accordance with the International Institute for Conflict Prevention and Resolution ("CPR") Rules for Administered Arbitration of International Disputes by three arbitrators, of whom each Party shall designate one, with the third arbitrator to be appointed by CPR. Judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof as set forth in Clause 25.9. The seat of

the arbitration shall be London, England. The language of the arbitration shall be English.

IN WITNESS WHEREOF this Agreement has been executed by or on behalf of the Parties on the date set out above.

Signed for and on behalf of
RINGGO LIMITED

Name: _____

Position _____

Date: _____

Signed for and on behalf of
[ ]

Name: _____

Position _____

Date: _____

Schedule 1

Services

1. Introduction

1.1 The Service Provider provides payment services to Motorists to enable them to pay for Parking Sessions and/or Parking Session Extensions.

1.2 The Client wishes to enable the Service Provider's payment services to be offered to Motorists wishing to park in the Bays.

2. Services

2.1 The Service Provider shall provide the Services from the Commencement Date.

2.2 The Services shall consist of a payment service whereby Motorists can pay for Parking Sessions and Parking Session Extensions using the RingGo Payment System. The RingGo Payment Systems will allow Motorists to pay parking fees for Bays via multiple methods. The methods available including on a smartphone via the RingGo app, text messaging, interactive voice recognition (IVR) by telephone and using the RingGo website.

2.3 Through the RingGo Payment System, the Motorist shall be able to gain:

2.3.1 confirmation of the amount to be charged for a Parking Session and/or Parking Session Extension; and

2.3.2 confirmation that Booking process has resulted in the creation of a Parking Session and/or Parking Session Extension.

2.4 When a Parking Session is booked using the RingGo Payment System the Service Provider will capture:

2.4.1 the registration details of the vehicle which the Motorist wishes to park;

2.4.2 the Bay location based on the Zone; and

2.4.3 the duration of the Parking Session and/or Parking Session Extension including date, start and end time.

3. Zone and Parking Conditions

3.1 The Zones applicable at the Commencement Date are set out in Appendix 1 to this Schedule 1.

3.2 The Parking Conditions applicable at the Commencement Date will be as notified by the Client to the Service Provider.

3.3 The Client will give to the Service Provider at least 10 Business Days notice of any Zone or Tariff changes or alterations to the Parking Conditions.

3.4 The Tariffs chargeable to Motorists for Parking Sessions and Parking Session Extensions shall be as notified by the Client to the Service Provider from time to time in accordance with paragraph 3.3 above.

4. Signage

4.1 The Service Provider will undertake the design of the signage necessary to support the Service.

4.2 Designs of all signage will be prepared by the Service Provider for the approval and sign off by the Client.

4.3 The production and erection of the necessary signage is the responsibility of the Client. The Service Provider is not obliged to, but may at its own cost and risk assist with this process by mutual agreement.

4.4 In the event that the Service Provider undergoes a rebranding or refresh exercise, the Service Provider shall be entitled to update and rebrand all signage.

4.5 Any vinyl stickers or other signage produced will become the property of the Client and it is the Client's responsibility to maintain them in good order as necessary. The Client shall be entitled to produce its own replacement stickers in accordance with Service Provider branding requirements. In such an eventuality the Service Provider will make available the original design template used for the original production run.

5. Enforcement

5.1 The Client is responsible for providing their own Enforcement Devices to enable them to utilise the Enforcement Link.

5.2 The Client can access data regarding current Bookings using the Enforcement Link in order to determine whether a Booking is valid (the "**Enforcement Data**").

5.3 It is the Client's responsibility to gain and maintain access as required to the Enforcement Data.

5.4 Enforcement Data can be provided by "pulling" it over the Enforcement Link or, where supported, by the Service Provider "pushing" it over the Enforcement Link.

5.5 Where the Service Provider is "pushing" Enforcement Data to the Client's nominated communications address, it is the Client's responsibility to ensure receipt of the Enforcement Data and to notify the Service Provider where the Enforcement Data has not been received. For the avoidance of doubt, the Service Provider will have no responsibility for issues arise in circumstances where the Client has not received the Enforcement Data including for the avoidance of doubt any enforcement notices issued in error.

6. Additional Training

6.1 Additional training in the use and understanding of the web reporting will be given by the Service Provider to those individuals responsible for the reconciliation of parking revenues. This will be supplemented by the use of practical examples and through the issue of documentation and user guides.

7. Reporting

7.1 In connection with its provision of the Services, the Service Provider shall:

7.1.1 provide appropriate reports to allow line-by-line analysis of the provision of the Services and all necessary financial reconciliation to take place;

7.1.2 keep full and proper records of all payments received and to allow reasonable access to such records, to the extent permitted by law, to authorised representatives of the Client;

7.1.3 provide the Client on request with a Management Report about its provision of the Service.

8. Helpdesk

8.1 The Service Provider will, during Working Hours, provide a Helpdesk service to the Client. This operational helpdesk will assist in the event of any fault or breakdown in the operation of the Services.

8.2 Where the Client wishes to contact the Helpdesk, this can be done via the Service Provider's portal details of which to be provided by the Service Provider to the Client.

8.3 Where the Client contacts the Helpdesk with a new issue, an acknowledgement will be given providing the ticket reference. The fault number will remain valid until it is closed.

9. Customer Care

9.1 By the nature of the Services some Transactions will inevitably be queried and similarly some payments contested by RingGo Users.

9.2 The Service Provider shall offer a means for RingGo Users to contact it and for the Service Provider to address any concerns raised.

9.3 The Service Provider shall ensure that customer contract representatives are physically available to deal with customer queries as a minimum between 07:30 – 18:00 Monday to Friday.

APPENDIX 1

ZONES DETAILS

Set out below are details of the Zones in scope of the Agreement at the Commencement Date:

[Inset location and Zone details as appropriate]

Any changes to the Zones and/or parking restrictions will be implemented as per the terms of paragraph 3 of Schedule 1.

Schedule 2

Data Processing Agreement

1 Introduction

1.1 In the course of providing the Services to the Client pursuant to the Agreement, the Service Provider may process certain Personal Data on behalf of the Client. By signing the Agreement, the parties enter into this Data Processing Agreement ("**DPA**") and agree to comply with the following provisions with respect to such Personal Data, each acting reasonably and in good faith.

2 Scope and Roles

2.1 This DPA applies if and to the extent the Service Provider, in connection with the Agreement, processes Personal Data as Processor on behalf of the Client as Controller in the specific parking enforcement database/system for parking enforcement purposes. The subject matter, nature, and purpose of such Processing (the "**Purpose**") and the types of Personal Data and categories of Data Subjects are described and specified in Appendix A to this Schedule 2.

2.2 The Parties acknowledge that the Service Provider also processes, as a Controller, Personal Data of its own customers (RingGo Users), such as vehicle number plate, caller ID, email address, personal address details, payment card data, Parking Sessions and transactions, for its own legitimate purposes. For example, such Processing takes place in connection with the performance of the contracts with the RingGo Users, marketing and analysis, and for administrative purposes. Such customer data is controlled by the Service Provider (or its affiliates), and it is the Service Provider's own responsibility and liability that the Processing thereof will be in accordance with the Data Protection Legislation. Furthermore, the Parties acknowledge that the Service Provider may aggregate/anonymise any Personal Data for its own purposes.

3 Processing

3.1 Where the Service Provider processes Personal Data in connection with the Purpose on behalf of the Client, it shall implement appropriate technical and organisational measures in such a manner that the Processing will meet the requirements of the Data Protection Legislation and it shall ensure the protection of the rights of the relevant Data Subjects.

3.2 When Processing Personal Data for the Purpose under the Agreement the Service Provider shall:

3.2.1 process Personal Data in accordance with the Client's documented instructions from time to time, including with regard to transfers of personal data to a third country or an international organisation, unless the Service Provider is required to do so by Domestic Law governing such personal data; in such a case, the Service Provider shall inform the Client of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

3.2.2 ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

3.2.3 take all measures as referred to in paragraph 4 of this DPA;

3.2.4 respect the conditions as referred to in paragraph 3.3 of this DPA;

3.2.5 taking into account the nature of the Processing, assist the Client, by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Client's obligation to respond to requests for exercising the Data Subject's rights pursuant to the Data Protection Legislation;

3.2.6 assist the Client in ensuring compliance with its security, data breach notification, impact assessment (if applicable) and consultation obligations under the Data Protection Legislation, taking into account the nature of the Processing and information available to the Service Provider;

3.2.7 at the choice of the Client, delete or return to the Client all the Personal Data that has been processed on behalf of the Client for the Purpose, after the end of the provision of services relating to Processing and delete existing copies unless Domestic Law requires storage of the Personal Data. For the avoidance of doubt, the foregoing does not apply to Personal Data that is being Controlled by the Service Provider, as referred to under paragraph 2.2 of this DPA;

3.2.8 make available to the Client all information necessary, and allow for and contribute to audits and inspections conducted by the Client or the Client's mandated auditor, subject to paragraph 8 of this DPA, to demonstrate compliance with this DPA.

3.3 The Client gives a general authorisation to the Service Provider to engage sub-processers in the context of the Purpose provided that the Service Provider:

3.3.1 requires its sub-processors, via a written agreement, to comply with the requirements of the Data Protection Legislation, with the Client's instructions and with the same obligations as are imposed on the Service Provider by this DPA;

3.3.2 remains liable to the Client for the performance of its sub-processors' obligations;

3.3.3 commits to provide a list of sub-processors to the Client upon request;

3.3.4 will inform the Client of any addition or replacement of a sub-processor, in which case the Client has 4 weeks to object to the change (except where the Service Provider cannot provide its services without the involvement of a specific sub-processor). the Service Provider shall use commercially reasonable endeavours, and take commercially reasonable measures, to meet the Client's objections, if any. If the Client does not make any objections in this respect within 4 weeks, the change will be deemed to be accepted.

4 Security

4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the parties shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, which may *inter alia* include, as appropriate:

4.1.1 the pseudonymisation and encryption of Personal Data;

4.1.2 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services;

4.1.3 the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and

4.1.4 a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing.

4.2 In assessing the appropriate level of security, account shall be taken in particular of the risks that are presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed.

4.3 The parties shall take steps to ensure that any natural person acting under their authority who has access to Personal Data does not process them except on instructions from the Client, to the extent the Client controls such data, unless he or she is required to do so by Domestic Law.

5 Data Subject Rights

5.1 The Service Provider shall reasonably cooperate with the Client to fulfil the Client's obligations under the Data Protection Legislation in relation to Data Subject requests. The Client shall be responsible for any reasonable costs arising from the Service Provider providing assistance to the Client to fulfil such obligations. The Service

Provider shall either refer the Data Subjects concerned to the Client or shall notify the Client of the Data Subject requests.

6 Personal Data Breach

6.1 The Service Provider will notify the Client without undue delay after becoming aware of a (probable) Personal Data breach and shall reasonably respond to the Client's request for further information so that the Client may fulfil its obligations under Articles 33 and 34 of the UK GDPR.

7 Data Transfers

7.1 In principle, Personal Data as covered by this DPA will be processed within the UK or the European Economic Area. To the extent that Personal Data originating from the UK or European Economic Area is transferred to a country or territory outside the European Economic Area that has not received a binding adequacy decision by the European Commission or a competent national data protection authority, the Service Provider will ensure that such transfer will be subject to appropriate safeguards that provide an adequate level of protection in accordance with the Data Protection Legislation.

8 Audit

8.1 Audits, as referred to in paragraph 3.2.8 above, shall be:

8.1.1 subject to the prior execution by the Client of appropriate confidentiality undertakings;

8.1.2 conducted no more than once per year;

8.1.3 upon 30 days prior written notice and having provided a plan for such audit; and

8.1.4 conducted at a mutually agreed upon time and in an agreed upon manner.

8.2 At request of the auditor, the Service Provider shall provide access to the facilities, personnel, policies and documents that are reasonably necessary for the audit.

Materials or technical information (such as source code or versions of applications) may not be copied or taken from the Service Provider's facilities without prior written permission from the Service Provider. The Service Provider is not obliged to provide access to sensitive technical information about its own systems or software to the extent the Service Provider considers this a threat to business continuity. No audit/test software shall be installed on the Service Provider systems or otherwise used to test the network, databases, files or hosting of the Service Provider.

8.3 The Service Provider may opt to have the security of its systems audited by an external auditor itself. In such case, the Service Provider can elect to provide the relevant audit report to the Client, in which case the audit right as referred to in paragraphs 3.2.8, 8.1 and 8.2 of this DPA, shall lapse for the 12 months period to which the audit report relates or in which the audit took place.

9 Liability

9.1 The parties agree that they will be liable for violations of the Data Protection Legislation towards Data Subjects as follows:

9.1.1 when the Service Provider acts as a Processor, it will be liable for the damage caused by the processing where it has not complied with obligations under this DPA and/or Data Protection Legislation specifically directed to Processors, or where it has acted outside of or contrary to the Client’s lawful instructions. The Service Provider will be exempt from liability if it is not in any way responsible for the event giving rise to the damage;

9.1.2 where the Parties are involved in the same Processing and where they are responsible to Data Subjects for any damage caused by the Processing, both Parties may be held liable - in accordance with article 82 (4) GDPR - for the entire damage in order to ensure effective compensation of the Data Subject. If a party paid full compensation for the damage suffered, it is entitled to claim back from the other party that part of the compensation corresponding to the other party’s part of responsibility for the damage.

9.1.3 The Service Provider’s liability towards the Client relating to the processing of Personal Data is limited to any direct damage that exclusively results from an

attributable breach of this DPA by the Service Provider. In such case, the Service Provider will only be liable towards the Client if and to the extent this follows from the Agreement and for the amounts as follow from the Agreement. The Service Provider will not be liable for any indirect damages, including but not limited to loss of data, claims of third parties (among which customers, clients and citizens), personnel costs, administrative costs, and lost turnover or profits. Liability for fraudulent acts, death, personal injury or willful intent is not excluded or limited.

Appendix 1 to the DPA

Details of Processing Activity

This Appendix sets out details about the processing of Personal Data by the Service Provider on behalf of the Client in connection with the Agreement and this DPA.

Subject Matter and Duration of the Processing

The services as provided by the Service Provider to the Client to allow the Client to enforce – towards Data Subjects - the payment of parking at either an on-street or off-street location for the duration of the Agreement.

Nature and Purpose of the Processing

To facilitate through a secure API the input by the Client of either a location code or vehicle number plate to determine whether a user has a valid parking action at the on-street or off-street parking location.

Categories of Data Subjects

The Personal Data processed relates to the following categories of Data Subjects:

Casual parkers at the parking location's managed by the Client, including private individuals, staff and contractors as well as permit holders.

Types of Personal Data

The Personal Data processed for the purpose of determining whether a user has a valid parking action (parking enforcement) at the on-street or off-street parking location concerned comprises of parking rights data and include:

- Vehicle license plate;
- Start and end time of the parking action;
- Location code or location address.

For the avoidance of doubt the Parties acknowledge that i) the Service Provider provides a national service; ii) that the Data Subjects register to use the Service Provider's services also at other parking locations not controlled by the Client; iii) the Service Provider only acts as Processor in respect of parking enforcement data; and iv) this does not prejudice the fact that as such the Service Provider is the Data Controller of all personal account information of the Data Subjects, including but not limited to:

- Caller ID;
- Licence Plate;
- Location;
- Zone Number;
- Make/Model of Vehicle;
- Card Type;
- Card Expiry;
- PAN;
- Name;
- Address;
- Email;
- Parking action and transaction data.