



Carpool Software as a Service Agreement

PARTIES

- 1 **Liftango Ltd** incorporated and registered in England and Wales with company number 12760405 whose registered office is at Second Floor, 201 Great Portland Street, London, United Kingdom, W1W 5AB ("**Supplier**" or "**Liftango**").
- 2 **XXXX** incorporated and registered in **[England and Wales]** **[Scotland]** with company number **[number]** whose registered office is at ("**Client**")

SECTION A: AGREEMENT AND KEY DETAILS

AGREEMENT

The Supplier is in the business of providing technology and services to facilitate responsible carpooling. The Client requires the provision of such technology and services to facilitate carpooling/ride sharing for its users (e.g. employees or members of its community). Carpooling by Client's users will reduce car use helping to reduce parking pressure and commute emissions. The Supplier agrees to provide, and the Client agrees to subscribe to Liftango's Software as a Service offering, and related services, on the terms of the Agreement.

The Agreement comprises:

- ▲ Section A (Agreement, Key Details and Special Conditions, including this cover page and the signature clauses);
- ▲ Section B (General Terms);
- ▲ Section C (Service Level Agreement)
- ▲ Schedule 1 (Data Processing Particulars).

For the avoidance of doubt, any Key Details and Special Conditions in Section A, and Section C override the terms in Section B to the extent of any inconsistency.

KEY DETAILS

Item	Detail	
Start Date		
Initial Term End Date		
Service Details	Description: The Supplier's carpooling technology and services enables clients to facilitate a carpooling service to their users, allowing users to connect with other users traveling to client sites and arrange the sharing of rides - with the aim of reducing single occupancy vehicle journeys, car parking space demand and emissions. Services: • Provide and maintain mobile application ride sharing software solution for Client users (the Liftango App); • Provide and maintain all software and back-end hardware to support the operation of the Liftango App; • Provide a web-based administration platform that provides Client with ability to manage service and support users; • Support Client in developing carpool communications materials and developing incentives and rewards to encourage carpool uptake. • Provision of a customised reporting tool, enabling a variety of metrics to be tracked, including but not limited to: ○ Number of Client user registrations over the prior month; ○ App downloads, user accounts created, trip requests, time since use of app; ○ Trips matched, completed and canceled; ○ Trip start and end locations and time of trip; ○ Miles traveled by carpoolers and CO2 emissions saved; and ○ Rewards issued over the prior month (as applicable).	
Fees and Payment Terms – SaaS Service		
Part 1 One Off Payments		
Milestone	Fees £	Payment Date
Part 2 SaaS Element – Periodic / Recurring Payments		
Element	Fees (£)	Payment Date

Additional information	
Email addresses for notice	Supplier legal@liftango.com Client
Special Conditions	None

This Agreement (including the General Terms and Service Level Agreement overleaf) has been duly executed as follows:

SIGNED for and on behalf of LIFTANGO LTD by:	))	
		Authorised signatory
Print full name:		
Date:		

SIGNED for and on behalf of [XXXX] by:	))	
		Authorised signatory
Print full name:		
Date:		

SECTION B: GENERAL TERMS

1 INTERPRETATION

1.1 **Definitions:** In this Agreement, the following terms have the stated meaning:

Term	Meaning
Supplier's transport technology Software	the software owned by the Supplier (and its licensors) that is used to provide the SaaS Service.
Applicable Laws	(a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom. (b) to the extent EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject.
Applicable Data Protection Laws	(a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data. (b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.
Agreement	Section A (Agreement, Key Details and Special Conditions, including the cover page and signature clauses), Section B (General Terms), and Section C (Service Level Agreement), the Schedules and Annexes.
Client Personal Data	any personal data which the Supplier processes in connection with this agreement, in the capacity of a processor on behalf of the Client.
Client's Personnel	has the meaning given to that term in clause 11.5.
Confidential Information	the terms of the Agreement and any information that is not public knowledge and that is obtained from or on behalf of the other party in the course of, or in connection with, the Agreement. The Supplier's Confidential Information includes Intellectual Property owned by the Supplier (or its licensors), including the Supplier's

transport technology Software. The Client's Confidential Information includes the Data.

Data	all data, content, and information (including Personal Data) owned, held, used or created by or on behalf of or provided by or through the Client that is stored using, or inputted into, the Services.
EU GDPR	the General Data Protection Regulation ((EU) 2016/679).
Fees	the fees set out in the Key Details, as updated from time to time in accordance with clause 6.4.
Force Majeure	an event that is beyond the reasonable control of a party and which prevents or delays that party from performing its obligations, excluding: ▲ an event to the extent that it could have been avoided by a party taking reasonable steps or reasonable care; or ▲ a lack of funds for any reason.
Initial Term End Date	the initial term end date set out in the Key Details.
Intellectual Property Rights	includes copyright and all rights existing anywhere in the world conferred under statute, common law or equity relating to inventions (including patents), registered and unregistered trade marks and designs, circuit layouts, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity. Intellectual Property has a consistent meaning, and includes any enhancement, modification or derivative work of the Intellectual Property.
Key Details	the Agreement specific details set out in Section A of the Agreement.
Objectionable	means being objectionable, defamatory, obscene, harassing, threatening, harmful, or unlawful in any way.
Payment Terms	the payment terms set out in the Key Details (if any).
Personal Data	has the meaning given to it in the Data Protection Act 2018.

Purpose	the purposes for which the Customer Personal Data is processed, as set out in: clause 5.7a
Related Services	any related service described in the Key Details and any further services that the Supplier agrees to provide to the Client under the Agreement.
Relevant Legislation:	means any Act of Parliament, order, regulation and bylaw made with statutory authority, provision of common law or other binding law, or requirement of any authorisation, licence, permission, consent, permit, code of practice, rule or guidance of any competent authority (including any court, inspectorate, agency public or statutory person or the like) relevant to the provision of the Services, and in each case, as the same may be amended, redacted and/or re-enacted from time to time.
SaaS Service	means the software as a service set out in the Service Description in the Key Details.
Services	the SaaS Service and any Related Service.
Start Date	The start date set out in the Key Details.
UK GDPR	has the meaning given to it in the Data Protection Act 2018.
Underlying Systems	the Supplier's transport technology Software, IT solutions, systems and networks (including software and hardware) used to provide the Services, including any third-party solutions, systems and networks.
System	the internet site at which the Liftango operations dashboard is accessed and the iOS and Android end user app, or such other system or platform notified to the Client by the Supplier from which Supplier's transport technology Software is accessed.
Year	a 12-month period starting on the Start Date or the anniversary of that date.

1.2 Interpretation: In the Agreement:

- a clause and other headings are for ease of reference only and do not affect the interpretation of the Agreement;
- b words in the singular include the plural and vice versa;
- c a reference to:
 - i a **party** to the Agreement includes that party's permitted assigns;
 - ii **time** is to GMT time;
 - iii **personnel** includes officers, employees, contractors and agents, but a reference to the Client's personnel does not include the Supplier;
 - iv a **person** includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, a government department, or any other entity;
 - v **including** and similar words do not imply any limit; and
 - vi a statute includes references to regulations, orders or notices made under or in connection with the statute or regulations and all amendments, replacements or other changes to any of them; and
- d no term of the Agreement is to be read against a party because the term was first proposed or drafted by that party.

2 SERVICES

2.1 General: The Supplier shall provide the Services:

- a in accordance with the Agreement and Relevant Legislation;
- b exercising reasonable care, skill and diligence; and
- c using suitably skilled, experienced and qualified personnel.

2.2 Non-exclusive: The Supplier's provision of the Services to the Client is non-exclusive.

Nothing in the Agreement prevents the Supplier from providing the Services to any other person.

2.3 Availability:

- a Subject to clause 2.3b the Supplier will use reasonable efforts to ensure the SaaS Service is available during service hours, and in accordance with the Service Level Agreement in Section C. However, it is possible that on occasion the SaaS Service may be unavailable to permit maintenance or other development activity to take place, or in the event of Force Majeure. Maintenance will only be carried out in accordance with the Service Level Agreement. The Supplier will use reasonable efforts to publish on the System and notify you by email advance details of any unavailability.
- b Through the use of web services and APIs, the SaaS Service interoperates with a range of third-party service features. Subject to clause 2.3(c) below, the Supplier does not make any warranty or representation on the availability of those features. Without limiting the previous sentence, if a third-party feature provider ceases to provide that feature or ceases to make that feature available on reasonable terms, the Supplier may cease to make available that feature to the Client.
- c If that third party supplies a service feature which is necessary for the continued operation of the Services (**Key Third Party Feature**), and either party becomes aware the Key Third Party Feature is unavailable or is having a detrimental impact on the System, it must notify the other party. The Supplier must use all reasonable endeavours to promptly implement a replacement for the Key Third Party Feature that has equivalent functionality at no additional cost to the Client.
- d To avoid doubt, if the Supplier exercises its right to cease the availability of a third-party feature under clause 2.3(b), the fees payable to the Client will be reduced by a fair and reasonable amount determined by the Supplier (acting reasonably)

having regard to the functionality of the Key Third Party Feature that is no longer being provided until the Supplier has implemented a replacement for that Key Third Party Feature.

2.4 Additional Related Services:

- a The Supplier may, from time to time, make available additional services to supplement the SaaS Service.
- b At the request of the Client and subject to the Client paying the applicable Fees, the Supplier may agree to provide to the Client an additional Related Service on the terms of the Agreement.

3 CLIENT OBLIGATIONS

3.1 **General use:** The Client is authorised to access and use the System in accordance with this Agreement. The Client must and it must ensure its personnel must:

- a use the Services in accordance with the Agreement solely for:
 - i the Client's own business purposes (which includes use by the Client's Personnel); and limited to the deployment area.
 - ii lawful purposes, and
- b not resell or make available the Services to any third party other than to any third party that is a Client's Personnel, or otherwise commercially exploit the Services.

3.2 **Access conditions:** When accessing the SaaS Service, the Client and its personnel must:

- a not impersonate another person or misrepresent authorisation to act on behalf of others or the Supplier;
- b correctly identify the sender of all electronic transmissions;
- c not attempt to undermine the security or integrity of the Underlying Systems;
- d not knowingly use or misuse, the SaaS Service in any way which may impair the functionality of the Underlying Systems or impair the ability of any other user to use the SaaS Service;

e not attempt to view, access or copy any material or data other than:

- i that which the Client is authorised to access; and
- ii to the extent necessary for the Client and its personnel to use the SaaS Service in accordance with this Agreement;

f neither use the SaaS Service in a manner, nor transmit, input or store any Data, that breaches any third party right (including Intellectual Property Rights and privacy rights) or is Objectionable, incorrect or misleading provided that use of the SaaS Service in accordance with the terms of this Agreement will not be a breach of this provision; and

g comply with any terms of use on the System, as updated from time to time by the Supplier.

3.3 Personnel

a A breach of any term of the Agreement by the Client's or the Supplier's employees or agents is deemed to be a breach of the Agreement by the Client or the Supplier (as applicable).

3.4 Authorisations

a The Client is responsible for procuring all licenses, authorisations and consents required for it and the Client's Personnel to use the Services, including to use, store and input Data into, and process and distribute Data through, the Services. For the avoidance of doubt, this clause does not require the Client to obtain licences, authorizations or consents for the SaaS Service or Underlying Systems, which is the Supplier's responsibility.

4 DATA

4.1 Supplier access to Data:

- a The Client acknowledges that:
 - i the Supplier may require access to the Data to exercise its rights and perform its obligations under the Agreement; and

- ii to the extent that this is necessary but subject to clause 8, the Supplier may authorise a member or members of its personnel and any third parties contemplated by clauses 2.3b to access the Data for this purpose (provided that such third parties are bound by obligations in respect of privacy and confidentiality at least equivalent to those set out in this Agreement).
- b The Client must arrange all consents and approvals that are necessary for the Supplier to access the Data as described in clause 4.1a.
- c Without limiting the Client's obligations under this agreement, the Supplier will take all reasonable steps in accordance with best industry practice to:
 - i prevent any loss, corruption and/or destruction of the Data;
 - ii secure any Data, the SaaS Service and the Underlying Systems against unauthorised access; and
 - iii protect against the introduction of security, vulnerabilities, malicious code or bugs into the SaaS Service and Underlying Systems.

4.2 Analytical Data: The Client acknowledges and agrees that:

- a the Supplier may:
 - i use Data and information about the Client's and the Client's end users' use of the Services to generate anonymised (as that term is understood in Data Protection Legislation) and aggregated statistical and analytical data (**Analytical Data**) provided that the Supplier will provide a copy of any Analytical Data to the Client free of charge on request (and the Client may use that Analytical Data for its business purposes); and

- ii use Analytical Data for the Supplier's internal research and product development purposes and to conduct statistical analysis and identify trends and insights; and
- iii supply Analytical Data to third parties;
- b the Supplier's rights under clause 4.2a above will survive termination of expiry of the Agreement; and
- c title to, and all Intellectual Property Rights in, Analytical Data is and remains the Supplier's property.

5 DATA PROTECTION

- 5.1 For the purposes of this clause 5, the terms **controller, processor, data subject, personal data, personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.
- 5.2 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This clause 5 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 5.3 The parties have determined that, for the purposes of Applicable Data Protection Laws, the Supplier shall process the personal data set out in Schedule 1, as a processor on behalf of the Client in respect of the processing activities set out in Schedule 1.
- 5.4 Should the determination in clause 5.3 change, then each party shall work together in good faith to make any changes which are necessary to this clause 5 or the related schedules.
- 5.5 The Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Client Personal Data to the Supplier or lawful collection of the same by the Supplier for the duration and purposes of this agreement.
- 5.6 Schedule 1 sets out the scope, nature and purpose of processing of Client Personal Data by the Supplier, the duration of the

processing and the types of personal data and categories of data subject.

5.7 Without prejudice to the generality of clause 5.2 the Supplier shall, in relation to Client Personal Data:

- a process that Client Personal Data only on the documented instructions of the Client, which shall be to process the Client Personal Data for the purposes set out in Schedule 1, unless the Supplier is required by Applicable Laws to otherwise process that Client Personal Data. Where the Supplier is relying on Applicable Laws as the basis for processing Client Personal Data, the Supplier shall notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Client on important grounds of public interest. The Supplier shall inform the Client if, in the opinion of the Supplier, the instructions of the Client infringe Applicable Data Protection Laws;
- b implement technical and organisational measures to protect against unauthorised or unlawful processing of Client Personal Data and against accidental loss or destruction of, or damage to, Client Personal Data;
- c assist the Client insofar as this is possible (taking into account the nature of the processing and the information available to the Supplier), and at the Client's cost and written request, in responding to any request from a data subject and in ensuring the Client's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- d notify the Client without undue delay on becoming aware of a personal data breach involving the Client Personal Data;
- e at the written direction of the Client, delete or return Client Personal Data and copies thereof to the Client on termination of the agreement unless the Supplier is required by Applicable

Law to continue to process that Client Personal Data. For the purposes of this clause 5.7e Client Personal Data shall be considered deleted where it is put beyond further use by the Supplier; and

- f maintain records to demonstrate its compliance with this clause 5.

5.8 The Client hereby provides its prior, general authorisation for the Supplier to:

- a appoint processors to process the Client Personal Data, provided that the Supplier:
 - i shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on the Supplier in this Clause 5;
 - ii shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of the Supplier; and
 - iii shall inform the Client of any intended changes concerning the addition or replacement of the processors, thereby giving the Client the opportunity to object to such changes provided that if the Client objects to the changes and cannot demonstrate, to the Supplier's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Client shall indemnify the Supplier for any losses, damages, costs (including legal fees) and expenses suffered by the Supplier in accommodating the objection.
- b transfer Client Personal Data outside of the UK as required for the Purpose, provided that the Supplier shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Client shall promptly comply with any reasonable request of the Supplier, including any request to enter into standard data protection

clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the UK Information Commissioner from time to time (where the UK GDPR applies to the transfer).

- 5.9 **Indemnity:** The Client indemnifies the Supplier against any liability, claim, proceeding, cost, expense (including the actual legal fees charged by the Supplier's solicitors) and loss of any kind arising from any claim by a third party that any Data infringes the rights of that third party (including Intellectual Property Rights and privacy rights) or that the Data is Objectionable, incorrect or misleading, in each case other than as a result of operations performed on the Data by the SaaS Service or as a result of any breach of this Agreement by the Supplier.

6 FEES

- 6.1 **Fees:** In consideration of the provision of the Services by the Supplier, the Client shall pay the Supplier the Fees.

6.2 Invoicing and payment:

- a The Supplier will provide the Client with valid VAT tax invoices on the dates set out in the Payment Terms, or if there are none, monthly in arrears for the Fees due in the previous month.
- b The Fees exclude VAT, which the Client must pay on taxable supplies under the Agreement.
- c The Client must pay the Fees:
 - i In accordance with the Payment Terms;
 - ii Within 30 days from the date of the relevant invoice; and
 - iii Electronically in cleared funds without any set off or deduction.

- 6.3 **Overdue amounts:** The Supplier may charge interest on overdue amounts. Interest will be calculated from the due date to the date of payment (both inclusive) at an annual percentage rate equal to four (4)% above the Bank of England Base Rate.

6.4 Increases

- a By giving at least 30 days' notice, the Supplier may increase the Fees once each Year (but not the first Year) by the percentage change in the Consumer Price Index of the project location (or similar or equivalent index if that index ceases to be published) over the 12 months preceding the last quarterly publication of that index prior to the date of the notice. Fees updated under this clause are deemed to be the Fees listed in the Key Details.
- b If the Client does not wish to pay the increased Fees, it may terminate the Agreement on no less than 10 days' notice, provided the notice is received by the Supplier before the effective date of the Fee increase. If the Client does not terminate the Agreement in accordance with this clause, it is deemed to have accepted the increased Fees.

7 INTELLECTUAL PROPERTY

7.1 Ownership:

- a Subject to clause 6.1b, title to, and all Intellectual Property Rights in, the Services, the System, and all Underlying Systems is and remains the property of the Supplier (and its licensors). The Client must not contest or dispute that ownership, or the validity of those Intellectual Property Rights and the Client indemnifies the Supplier against any liability, claim, proceeding, cost, expense (including the actual legal fees charged by the Supplier's solicitors) and loss of any kind arising from any such claim, content or dispute.
- b Title to, and all Intellectual Property Rights in, the Data (as between the parties) remains the property of the Client. For the term of the Agreement (and subject to clause 8) the Client grants the Supplier a worldwide, non-exclusive, fully paid up, transferable, irrevocable licence to use, store, copy, modify, make available and communicate the Data solely to exercise its rights and perform its obligations in accordance with the Agreement.

7.2 **Know-how:** To the extent owned by the Client, the Client grants the Supplier a royalty-free, transferable, irrevocable and perpetual licence to use, for the Supplier's own business purposes, any know-how, techniques, ideas, methodologies, and similar Intellectual Property used by the Supplier in the provision of the Services.

7.3 **Know-how:** To the extent owned by the Supplier, the Supplier grants the Client a royalty-free, transferable, irrevocable and perpetual licence to use, for the Client's own business purposes, any know-how, techniques, ideas, methodologies, and similar Intellectual Property developed by or with input from the Client as a result of the provision of the Services to the Client (together referred to as **Know-how**) irrespective of whether or not such Know-how is incorporated into the System or the Underlying Systems, but for the avoidance of doubt does not enable the Client to use (nor does it grant any Intellectual Property Rights or proprietary interest in) the System or the Underlying Systems after this Agreement terminates or expires.

7.4 **Feedback:** If the Client provides the Supplier with ideas, comments or suggestions relating to the Services or Underlying Systems (together **feedback**):

- a all Intellectual Property Rights in that feedback, and anything created as a result of that feedback (including new material, enhancements, modifications or derivative works), are owned solely by the Supplier; and
- b the Supplier may use or disclose the feedback for any purpose.

7.5 The Client acknowledges that the SaaS Service may link to third party websites or feeds that are connected or relevant to the SaaS Service. Any link from the SaaS Service does not imply any Supplier endorsement, approval or recommendation of, or responsibility for, those websites or feeds or their content or operators. To the maximum extent permitted by law, the Supplier excludes all responsibility or liability for those websites or feeds.

7.6 **Third party Intellectual Property Rights indemnity**

- a The Supplier indemnifies the Client against any claim or proceeding brought against the Client to the extent

that claim or proceeding alleges that the Client's use of the SaaS Service in accordance with the Agreement constitutes an infringement of a third party's Intellectual Property Rights (**IP Claim**). The indemnity is subject to the Client:

- i promptly notifying the Supplier in writing of the IP Claim;
 - ii making no admission of liability and not otherwise prejudicing or settling the IP Claim, without the Supplier's prior written consent; and
 - iii giving the Supplier complete authority and information required for the Supplier to conduct and/or settle the negotiations and litigation relating to the IP Claim. The costs incurred or recovered are for the Supplier's account.
- b The indemnity in clause 7.6a does not apply to the extent that an IP Claim arises from or in connection with:
- i the Client's use of the SaaS Service other than in permitted by this Agreement and/or any other action or inaction of the Client which has contributed to the IP Claim being made;
 - ii use of the SaaS Service by the Client in a manner or for a purpose not reasonably contemplated by the Agreement or otherwise not authorised in writing by the Supplier; or
 - iii any Data provided by or on behalf of the Client.
- c If at any time an IP Claim is made, or in the Supplier's reasonable opinion is likely to be made, then in defence or settlement of the IP Claim, the Supplier may (at the Supplier's option):
- i obtain for the Client the right to continue using the items which are the subject of the IP Claim; or
 - ii modify, re-perform or replace the items which are the subject of the IP Claim so they become non-infringing.

8 CONFIDENTIALITY

8.1 **Security:** Each party must, unless it has the prior written consent of the other party:

- a keep confidential at all times the Confidential Information of the other party and not use that information for any purpose other than performing its obligations and/or exercising its rights under this Agreement;
- b effect and maintain adequate security measures to safeguard the other party's Confidential Information from unauthorised access or use; and
- c disclose the other party's Confidential Information to its personnel or professional advisors on a *need to know* basis only and, in that case, ensure that any personnel or professional advisor to whom it discloses the other party's Confidential Information is aware of, and complies with, the provisions of clauses 8.1a and 8.1b.

8.2 **Permitted disclosure:** The obligation of confidentiality in clause 8.1 does not apply to any disclosure or use of Confidential Information:

- a required by law (including under the rules of any stock exchange);
- b which is publicly available through no fault of the recipient of the Confidential Information or its personnel;
- c which was rightfully received by a party to the Agreement from a third party without restriction and without breach of any obligation of confidentiality; or
- d by either party if required as part of a *bona fide* sale of its business (assets or shares, whether in whole or in part) to a third party, provided that the relevant party enters into a confidentiality agreement with the third party on terms no less restrictive than this clause 8.

9 WARRANTIES

9.1 **Mutual warranties:** Each party warrants that it has full power and authority to enter into and perform its obligations under the Agreement which, when signed, will

constitute binding obligations on the warranting party.

9.2 **Supplier warranties:** Subject to clause 2.3b regarding the availability of third party features, the Supplier warrants that the SaaS Service will perform in accordance with the features and functionality set out in the product guide provided to the Client as that document may be varied from time to time by agreement between the parties.

9.3 **No implied warranties:** To the maximum extent permitted by law:

- a the Supplier's warranties are limited to those set out in the Agreement, and all other conditions, guarantees or warranties whether expressed or implied by statute or otherwise are expressly excluded and, to the extent that they cannot be excluded, liability is, at the election of the Supplier, limited to:
 - i the amount (if any) you paid to the Supplier for the work or services the subject of the damage, liability or loss; and
 - ii resupply of the work or service the subject of the damage, liability or loss.
- b other than as expressly set out in this Agreement, the Supplier makes no representation concerning the quality of the Services and does not promise that the Services will:
 - i meet the Client's requirements or be suitable for a particular purpose, including that the use of the Services will fulfil or meet any statutory role or responsibility of the Client; or
 - ii be secure, free of viruses or other harmful code, uninterrupted or error free.

10 LIABILITY

10.1 **Maximum liability:** The maximum aggregate liability of the Supplier under or in connection with the Agreement or relating to the Services (other than under the indemnity in clause 7.6 for which the Supplier's liability is limited to £2 million per event or series of related events), whether in contract, tort (including negligence), breach of statutory

duty or otherwise, must not in any Year exceed an amount equal to the Fees paid by the Client under the Agreement in the previous Year (which in the first Year is deemed to be the anticipated total Fees paid by the Client).

10.2 **Unrecoverable loss:** *Neither party is liable to the other under or in connection with the Agreement or the Services for any:*

- a *loss of profit, revenue, savings, business, use, and/or data (including Data); or*
- b *consequential, indirect, incidental or special damage or loss of any kind.*

10.3 *Clause 10.2 does not apply to limit the Client's liability to pay the Fees.*

10.4 **No liability for other's failure:** *Neither party will be responsible, liable, or held to be in breach of the Agreement for any failure to perform its obligations under the Agreement or otherwise, to the extent that the failure is caused by the other party failing to comply with its obligations under the Agreement, or by the negligence or misconduct of the other party or its personnel.*

10.5 **Mitigation:** *Each party must take reasonable steps to mitigate any loss or damage, cost or expense it may suffer or incur arising out of anything done or not done by the other party under or in connection with the Agreement.*

11 TERM, TERMINATION AND SUSPENSION

11.1 **Duration:** *Unless terminated under this clause 11:*

- a *the initial term of this Agreement starts on the Start Date and ends on the Initial Term End Date; but*
- b *at the end of the initial term the Agreement will continue for successive terms of 12 months unless a party gives 60 days notice that the Agreement will terminate on the expiry of the initial term or the then-current term.*

11.2 Termination rights:

- a Either party may, by notice in writing to the other party, immediately terminate the Agreement if the other party:
 - i breaches any material provision of the Agreement and the breach is not:
 - ▲ remedied within 20 days of the receipt of a notice from the first party requiring it to remedy the breach; or
 - ▲ capable of being remedied;
 - ii becomes insolvent, liquidated or bankrupt, has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed, becomes subject to any form of insolvency action or external administration, or ceases to continue business for any reason; or
 - iii is unable to perform a material obligation under the Agreement for 30 days or more due to Force Majeure.
- b If the remedies in clause 7.6c are exhausted without remedying or settling the IP Claim, the Supplier may, by notice to the Client, immediately terminate the Agreement.

11.3 Consequences of termination or expiry:

- a Termination or expiry of the Agreement does not affect either party's rights and obligations that accrued before that termination or expiry.
- b On termination or expiry of the Agreement, the Client must pay all Fees for Services provided in accordance with the Agreement prior to that termination or expiry.
- c Except to the extent that a party has ongoing rights to use Confidential Information, at the other party's request following termination or expiry of the Agreement and subject to clause 11.3d, a party must promptly return to the other party or destroy all

Confidential Information of the other party that is in the first party's possession or control.

- d At any time prior to one month after the date of termination or expiry, the Client may request:
 - i a copy of any Data stored using the SaaS Service, provided that the Client pays the Supplier's reasonable costs of providing that copy. On receipt of that request, the Supplier must provide a copy of the Data in a common electronic form. The Supplier does not warrant that the format of the Data will be compatible with any software; and/or
 - ii anonymization of the Data stored using the SaaS Service, in which case the Supplier must use reasonable efforts to promptly anonymize that Data.

To avoid doubt, the Supplier is not required to comply with this clause 11.3d to the extent that the Client previously requested deletion of the Data.

- e The Supplier will, if requested by the Client, provide reasonable assistance to the Client for a period of up to 3 months from the date of termination or expiry of this Agreement (as determined by the Client) to assist with transition to a replacement service to the Client or any replacement service provider (including assistance with the transfer of Data and the provision of any Intellectual Property referred to in clause 7.3). Such services will be provided to the Client at the Supplier's standard rates at the relevant time.

11.4 Obligations continuing: Clauses which, by their nature, are intended to survive termination or expiry of the Agreement, including clauses 4, 5, 7, 8, 10, 11.3, 11.4, 12, 13.5, 13.10 continue in force.

11.5 Rights to restrict: Without limiting any other right or remedy available to the Supplier, the Supplier may restrict or suspend any of the Client's personnel, contractors, agents and customers (**Client's Personnel**) access to the SaaS Service and/or delete, edit or remove the relevant Data if the Supplier

reasonably considers that the relevant Client's Personnel has:

- a undermined, or attempted to undermine, the security or integrity of the SaaS Service or any Underlying Systems;
- b used, or attempted to use, the SaaS Service:
 - i for improper purposes; or
 - ii in a manner, other than for normal operational purposes, that materially reduces the operational performance of the SaaS Service;
- c transmitted, inputted or stored any Data that breaches, or is likely to breach the Agreement or any third party right (including Intellectual Property Rights and privacy rights), or that is or may be Objectionable, incorrect or misleading; or
- d otherwise materially breached the Agreement.

11.6 Process:

- a The Supplier must notify the Client where it restricts or suspends a Client's Personnel access, or deletes, edits or removes Data, under clause 11.5.
- b In the event of a restriction or suspension under clause 11.5, the parties must work together in good faith to determine the cause, resolve the issue and restore access if agreed to be prudent to do so. The Supplier will provide the Client with all relevant facts to allow it to take appropriate disciplinary action. The Client will keep the Supplier reasonably informed. The Supplier must lift the suspension as soon as the grounds for suspension have been addressed to its reasonable satisfaction.
- c For the avoidance of doubt, the dispute resolution process set out in clause 12 below will apply in the event of a suspension under 11.5, unless the action can be evidenced by the Supplier to amount to a material breach of this Agreement (in which case the Supplier may exercise its rights under clause 11.2).

- d Clause 11.3d will not apply to the extent that it relates to Data deleted or removed under clause 11.6.

12 DISPUTES

- 12.1 In the event of any dispute between the parties which has not been resolved after reasonable attempts by either party to do so, including any continuing dispute relating to the interpretation of any provision of this Agreement, the performance or non-performance by either party hereunder, or the amount of any disputed charges arising hereunder, without prejudice to the right of either party to seek emergency expedited or injunctive relief, then, upon the written request of either party, each of the parties will appoint a designated officer who does not devote substantially all of his or her time to performance under this Agreement, whose task it will be to meet (in a mutually agreed upon manner, i.e., in person, virtual or telephonic) for the purpose of endeavouring to resolve the dispute. The officers will discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding relating thereto. Except where clearly prevented by the area in dispute, both parties agree to continue performing their respective obligations under this Agreement while the dispute is being resolved unless and until this Agreement expires or is terminated in accordance herewith. Within 30 days of engaging designated officers, either party may declare an impasse in negotiations.

13 GENERAL

- 13.1 **Force Majeure:** Neither party is liable to the other for any failure to perform its obligations under the Agreement to the extent caused by Force Majeure, provided that the affected party:
- a immediately notifies the other party and provides full information about the Force Majeure;
 - b uses best efforts to overcome the Force Majeure; and
 - c continues to perform its obligations to the extent practicable.

Where such failure or delay occurs for a continuous period of 30 days or more then this Agreement may be terminated by either party.

- 13.2 **Rights of third parties:** No person other than the Supplier and the Client has any right to a benefit under, or to enforce, the Agreement.

- 13.3 **Waiver:** To waive a right under the Agreement, that waiver must be in writing and signed by the waiving party.

- 13.4 **Independent contractor:** The Supplier is an independent contractor of the Client, and no other relationship (e.g. joint venture, agency, trust or partnership) exists under the Agreement.

- 13.5 **Notices:**

Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

- a delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- b sent by email to the address specified in the Key Details or otherwise notified by the other party for this purpose.

Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting; or
- (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

- 13.6 **Severability:**

- a If any provision of the Agreement is, or becomes, illegal, unenforceable or invalid, the relevant provision is deemed to be modified to the extent

required to remedy the illegality, unenforceability or invalidity.

- b If modification under clause 13.6a is not possible, the provision must be treated for all purposes as severed from the Agreement without affecting the legality, enforceability or validity of the remaining provisions of the Agreement.

13.7 **Variation:** Subject to clause 6.4, any variation to the Agreement must be in writing and signed by both parties.

13.8 **Entire agreement:** To the extent permitted by law, this Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes any prior agreement of the parties

13.9 **Subcontracting and assignment:**

- a The Client may not assign, novate, subcontract or transfer any right or obligation under the Agreement without the prior written consent of the Supplier, that consent not to be unreasonably withheld. The Client remains liable for its obligations under the Agreement despite any approved

assignment, subcontracting or transfer. Any assignment, novation, subcontracting or transfer must be in writing.

- b Any change of control of the Client is deemed to be an assignment for which the Supplier's prior written consent is required under clause 13.9a. In this clause **change of control** means any transfer of shares or other arrangement affecting the Client or any member of its group which results in a change in the effective control of the Client.

13.10 **Law:** The Agreement is governed by, and must be interpreted in accordance with, the laws of the England. Each party irrevocably submits to the exclusive jurisdiction of the High Court of England in relation to any dispute connected with the Agreement.

13.11 **Counterparts:** The Agreement may be signed in counterparts, each of which constitutes an original and all of which constitute the same agreement. A party may enter the Agreement by signing and emailing a counterpart copy to the other party.

SECTION C: SERVICE LEVEL AGREEMENT

Ongoing Service Support

There are multiple layers to our ongoing support, from enabling Client as the primary user support point, through to technical system support, data and reporting and marketing/customer engagement. All support listed below is provided as a standard part of our ongoing subscription fees (quoted in the Payment Terms).

- User Support

Supporting Client Administration staff in responding to riders and operational issues regarding the Services. This includes responding to the common user questions around the service, demystification of ridesharing and basic App use. To support Client in this, Liftango has developed a detailed support framework. The framework consists of assets and processes developed over numerous carpool deployments, which would be of value to the support team.

Liftango's ongoing service support is focused on enabling the Client to resolve any technology related issues with the service and for complex user requests (by exception) which cannot be resolved at the Client support level. Liftango establishes a dedicated communications channel (Freshdesk, Slack or operator compatible equivalent) with the Client to ensure communications are quick, seamless and auditable.

- Service Levels

The Liftango App should be online and available for use by Client users 99% of the time (e.g. 99 minutes out of every 100 minutes) 24 hours a day, 7 days a week.

Non-critical Changes to the Platform will be performed outside of peak operating hours.

Service support levels:

	Platform Service Levels (service priorities defined in table below)				
	1	2	3	4	Request
Response Time (time taken to action)	60 minutes	4 hours	24 hours	5 business days	5 business days
Incident Resolution Time	8 hours	24 hours	2 business days	10 business days	20 business days

Service Priority	Impact Summary
1	Platform or critical function completely unavailable, and no workaround exists.
2	Platform significantly impacted, workaround may exist to provide degraded operational service and/or customer service.
3	Platform somewhat impacted and service unavailable or degraded a small number of customers (workaround may exist to provide degraded operational service and/or customer service).
4	Platform minor impact and service unavailable or degraded for a single customer or user.
Request	A user request for information or advice, or for a standard change (a pre-approved change that is low risk, relatively common and follows a procedure) or for access to an IT service.

Schedule 1

DATA PROCESSING PARTICULARS

The subject matter and duration of the Processing	As set out in the Agreement
The nature and purpose of the Processing	Supplier as Data Processor will process the Personal Data provided to it by users through the use of the Client Carpool app and the operations team through the admin portal. In each case, the processing is necessary in order to execute the services described in this Agreement including the carpool services and provide the appropriate user experience for each user. The Personal Data will be subject to the one or more of the following processing activities, (1) holding/storing, (2) referencing, (3) disposing/destroying, (4) analysing, (5) altering/updating, (6) using/applying, (7) transferring to third parties, and such other processing activities as may be instructed by the Controller from time to time.
The type of Personal Data being Processed	Names (First/Last Name) – for identification Mobile Phone Number – for automated notifications related to booked rides. Email Address – For account validation and communications. Mobile Device Type Used – to enable user technical support. Location of Vehicles – to provide real-time visibility of the carpooling vehicle location to the passengers (only during the trip). Registration and vehicle description (make and model) – to help users identify which vehicle is providing the carpool ride and to validate any parking allocation relating to the carpool.
The categories of Data Subjects	Users of the carpool app. Staff of the Client, including the operation staff of the Client using the admin portal.