

Transreport Standard Terms and Conditions

Effective Date: 22/04/2025

1. INTRODUCTION

These Standard Terms and Conditions (the “**Terms**”) govern the provision and use of services offered by Transreport Limited (the “**Supplier**”) to its business clients (the “**Client**”). These Terms constitute a legally binding agreement and shall apply unless expressly modified by a separate written agreement. By accepting this agreement by signing an Order Form that references these Terms, the Client agrees to be bound by its Terms.

2. DEFINITIONS

Applicable Laws: All relevant laws, regulations, and codes in force, including, but not limited to, data protection laws and industry regulations.

Authorised Users: Individuals designated by the Client who are permitted to access and use the Services.

Change Order: A change order that is agreed between the Supplier and the Client pursuant to Clause 12.

Client: Entity subscribing to the Supplier’s services under these Terms.

Confidential Information: Any non-public business, technical, operational, or proprietary information disclosed by either party.

Fees: Charges payable for the Services, as set out in the Order Form.

Intellectual Property Rights: Patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order Form: A written document that specifies the details of the Client’s subscription to the Services, including but not limited to the scope of services, applicable fees, usage restrictions, Initial Subscription Term, and any additional terms agreed upon between the Client and the Supplier. The Order Form is incorporated into and governed by these Terms.

Services: The software, platform-based solutions, and related support provided by the Supplier.

Services Level Agreement (SLA): The section at the end of this Terms that sets out the system availability standards and related remedies.

Site: The location(s) where the Services will be used, as specified in the Order Form.

Subscription Term: The period of service under these Terms.

Transreport: Transreport Limited, registered in England and Wales (Company Number 09911874), with its registered address at Fulham Green, 69-79 Fulham High Street, London, SW6 3JW.

Usage Restrictions (where applicable): Limitations on the number of users, transactions, or other relevant service constraints, as detailed in the Order Form.

3. SCOPE OF SERVICES

- 3.1 The Supplier grants the Client a non-exclusive, non-transferable, limited right to access and use its proprietary software platform, which may include web portals, mobile applications, and technical support during the Subscription Term. The details of the Services, including any specific limitations, service levels, or additional features, will be outlined in the Order Form.
- 3.2 The Services will be provided in accordance with the SLA included in these Terms.

4. USAGE RESTRICTIONS

- 4.1 The Client agrees:
 - 4.1.1 Services will only be used by designated Authorised Users.
 - 4.1.2 The Client shall not copy, modify, sublicense, transfer, reverse engineer, or otherwise interfere with the software.
 - 4.1.3 The Client must implement reasonable security measures to prevent unauthorized access and promptly notify the Supplier of any security breaches.
- 4.2 The Supplier is not liable for any disruptions or failures caused by third-party service providers.

5. PAYMENT TERMS

- 5.1 The Client agrees to pay recurring subscription fees as outlined in the Order Form.
- 5.2 The subscription automatically renews for successive billing periods unless the Client provides written notice of cancellation at least 90 days before the renewal date.
- 5.3 Additional fees may apply if the Client requires additional features, integrations, or expanded usage, as detailed in the Order Form.
- 5.4 All payments must be made in full, without set-off or deduction, within 30 days of invoice receipt.
- 5.5 If payment is not received within 14 days of the due date:
 - 5.5.1 Late payments shall accrue interest at 4% above the Bank of England base rate.
 - 5.5.2 The Supplier reserves the right to suspend or terminate services after 14 days of non-payment.
- 5.6 The Client is responsible for any transaction fees imposed by banks or payment processors.
- 5.7 Fees are non-refundable, except as expressly stated in these Terms.

6. DATA PROTECTION

- 6.1 For any personal data involved in the Services, the Supplier is the Data Controller in relation to all personal data processed under these Terms unless otherwise stated, meaning it determines the purposes and means of processing personal data. The Supplier shall ensure all personal data collected, processed, and stored under these Terms complies with applicable Data Protection Legislation, including UK GDPR, Data Protection Act 2018, and relevant privacy laws.
- 6.2 Where applicable, the Client is the Data Processor and processes personal data only on behalf of and under instructions from the Supplier. The Client shall not process, modify, transfer, or use personal data for any purpose other than fulfilling its obligations under these Terms, unless required by law.
- 6.3 The Client must implement appropriate technical and organisational measures to ensure the security of personal data processed on behalf of the Supplier, including:
 - 6.3.1 Encryption of personal data (where applicable).
 - 6.3.2 Regular security audits and access controls.
 - 6.3.3 Ensuring that only authorised personnel process that data.
 - 6.3.4 Not transferring personal data outside the UK or EEA unless:
 - (a) There is a valid legal basis, such as Standard Contractual Clauses.
 - (b) The Supplier provides explicit written consent.
 - (c) The recipient country provides adequate data protection under applicable laws.
- 6.4 The Client must notify the Supplier without undue delay (and no later than 24 hours) upon becoming aware of a personal data breach.
- 6.5 The Client shall fully cooperate with the Supplier in assessing and responding to any breach, including notifications to regulators or affected individuals if required by law.

7. CONFIDENTIALITY

- 7.1 Both parties agree to maintain confidentiality of all proprietary or sensitive information disclosed in connection with the Services.
- 7.2 Information may be disclosed
 - 7.2.1 if required by law or regulatory authorities.
 - 7.2.2 Already publicly available without breach of these Terms.
- 7.3 Confidentiality obligations shall survive termination of this Agreement.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Client acknowledges and agrees that the Supplier and/or its licensors own all Intellectual Property Rights in the Services and the Documentation and will retain all title to and ownership in them. Except as expressly stated herein, this Agreement does not grant the Client any rights to, under or in, any Intellectual Property Rights or any other rights or licences in respect of the Services or the Documentation. All related concepts, technical know-how, and all modifications, customisations, revisions, bug fixes, enhancements, improvements, and derivative works (including as a result of the Client's input or feedback) of the Services or the Documentation (collectively, the "Derivative Works") thereof developed by the Supplier or

anyone else, including all Intellectual Property Rights therein, shall be owned by the Supplier and, except for the expressed limited license granted hereunder, the Client shall have no rights in or claims with respect thereto.

- 8.2 To the extent it shall be determined that the Client has any right, including Intellectual Property Rights, in connection with the Services, the Documentation, or any Derivative Works, the Client hereby irrevocably: (i) assigns, by way of present and future assignment, to the Supplier, whenever and in perpetuity, any right, title, and interest, whether now existing or later arising, that the Client may have in or to the Services, the Documentation, any Derivative Works and any Intellectual Property Rights therein; and (ii) agrees to take any lawful action, which the Supplier reasonably requests to vest or protect the Client's right, title, and interest in the Services, the Documentation and any Derivative Works (at the Client's sole cost).

8.3 The Supplier confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

9. TERMINATION

- 9.1 This Agreement shall remain in effect for the Subscription Term specified in the Order Form and shall renew automatically unless either party provides at least 90 days' prior written notice of termination.
- 9.2 The Supplier reserves the right to terminate this Agreement immediately if the Client breaches its payment obligations or any material provisions of these Terms.
- 9.3 Upon termination, the Client must cease all use of the Services and return or destroy all proprietary materials provided by the Supplier. Any outstanding invoices must be paid immediately.

10. LIMITATION OF LIABILITY

- 10.1 The Supplier shall not be liable for indirect, consequential, or incidental damages, including loss of profits or business interruption caused by third-party service failures.
- 10.2 The Supplier's total liability for any claims arising under this Agreement shall be limited to the total Fees paid by the Client in the preceding 12 months.
- 10.3 Liability exclusions do not apply in cases of fraud, death, or personal injury caused by negligence.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.
- 11.2 The parties agree that the courts of England and Wales shall have exclusive jurisdiction over any disputes arising from this Agreement.

12. AMENDMENTS AND CHANGE ORDERS

- 12.1 If the Client wishes to make any changes to the Services, the Client shall notify the Supplier in writing. The Supplier shall evaluate such request and respond to the Client with approval or

rejection of the request and any applicable fees payable. Once the change is agreed, the change to the Services shall be executed via a Change Order using the template set out in the SoW. Change Order will be in written form and by email. Once the Change Order has been executed by both Parties it shall constitute a binding contract between the Supplier and the Client, form part of and be subject to these Terms.

13. NOTICES

Any notice required under this Agreement must be in writing and sent via email or postal mail to the registered addresses of the respective parties.

14. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance due to events beyond their reasonable control, including but not limited to natural disasters, labour strikes, government actions, or cyber-attacks.

By using Supplier's Services, the Client acknowledges and agrees to these Terms, unless a separate written agreement has been executed between the parties.

SERVICE LEVEL AGREEMENT

The following service level agreement will be in effect:

1. System Uptime

System uptime metric minimum 98%. The user interface and the supporting infrastructure will be available with a minimum 98% availability during a calendar month excluding agreed Planned Maintenance Windows. Availability does not include Client-caused outages, any Third-Party service providers or disruptions or outages caused by force majeure events.

The accrual of Service Points will be on the following basis:

- For the first 3 months after ‘go-live’ there will be no Service Point accrual due to this being a ramp-up period.
- Thereafter, if the System, in its entirety is unavailable to all users, then this will be deemed to impact the System uptime metric.
- System uptime metric is calculated as follows:

$$\frac{\text{System Availability (minutes in a given month)}}{\text{Total time (minutes in the same given month)}} \times 100$$

- For every percentage point the System is below the 98% uptime threshold in a given month, this will incur one Service Point penalty. For clarity, pre-agreed maintenance windows and fix-times will not contribute toward the downtime metrics.
- For every percentage point the System is below the 98% uptime threshold in a given month, the Client will receive £500 in Service Credits.
- If, in any given calendar year, more than 12 Service Points are accrued, then the Client has the discretion to Terminate the contract with a 90 days’ notice period.

Worked examples:

Month	Uptime	Service Points	Credit
January	100%	0	0
February	100%	0	0
March	100%	0	0
April	97%	1	£500
May	96%	2	£1000

2. Third-party Outages

For clarity, if any Third-Party service providers (for example AWS) experiences downtime on their systems, which subsequently impact the Supplier’s ability to provide its System Uptime threshold, such downtime will not be considered towards the Supplier’s System Uptime. As an example, if AWS UK location become unavailable causing the Supplier system to be unavailable, this will not be deemed as a failure event, in regard the Supplier’s ability to deliver its Service and System obligations.

3. Operational Support Parameters

Category	Description
Support Contact Channel	The Supplier will provide 24 x 7 Support portal access the Client to log and track all Incidents raised by the Client
Business Support Hours	Support to the Service will be available during the Business Support Hours in the client jurisdiction. Monday to Friday (excluding Public Holiday)
Incident Management	Incidents can be logged by the Client via the Support Contact Channel. Incident responses will be provided according to incident response time. SLA clock will pause outside of Support hours as defined in the table Incident response time table.

Incident Priority Level	Description	Examples
P1 Critical	Loss of critical functionality for all users, with no available workaround	User unable to log into the system
P2 Major	Loss of critical, time- sensitive functionality, affecting 50% or more users with no workaround	A component of the Operational System, such as Booking Creation or Management is unavailable
P3 Moderate	Some functions of the system are not working or in a degraded mode. Workaround is available but complicates operations	Admin user cannot manage user accounts Staff unable to update passenger profile
P4 Minor	Minor or cosmetic issue, with no impact on system behaviour	Spelling mistake or formatting issue

Incident Response Time

Supplier will respond to Incidents within the following response times:

Incident Priority Level	Support hours	Response Time	Provision of Resolution
P1 Critical	24/7	2 hours	8 hours
P2 Major	Business hours	4 hours	12 hours
P3 Moderate	Business hours	2 days	10 days
P4 Minor	Business hours	1 week	Next appropriate release

Supplier will not respond to:

- Incidents caused by the Client or suppliers systems that integrate with Supplier's system.
- Incidents caused by the Client network and infrastructure used to access Supplier's system.

4. Maintenance

The Supplier shall provide the Client with the following maintenance services:

Service Name	Description
System Monitoring	Automated monitoring of the computing, operating, and networking infrastructure and the Software interfaces to detect anomalies.
Planned Maintenance	Conducting routine maintenance, including patching, to fix bugs, close security vulnerabilities, and/or improve the functionality, usability, or performance of the system.

