SchoolBusNet Services Agreement

Date

[Date]

Parties

1. SchoolBusNet PC a company incorporated in Elliniko Greece, VAT no: EL801058836, having its registered office at, 29, ARGONAUTON, 16777 - ELLINIKO, (the "**Provider**"); and

2. [*[INDIVIDUAL NAME]* of *[address]*] OR [*[COMPANY NAME]*, a company incorporated in [.....] (registration number *[registration number]*) having its registered office at *[address]*] OR [*[PARTNERSHIP NAME]*, a partnership established under the laws of [.....] having its principal place of business at *[address]*] (the "**Customer**").

Agreement

1. Definitions

1.1 Except to the extent expressly provided otherwise, in this Agreement:

"**Account**" means an account enabling a person to access and use the Hosted Services, including both administrator accounts and user accounts;

"**Agreement**" means this agreement including any Schedules, and any amendments to this Agreement from time to time;

"**Business Day**" means any weekday other than a bank or public holiday in U.K.;

"**Business Hours**" means the hours of [08:00 to 17:00 CET] on a Business Day;

"**Charges**" means the following amounts:

(a) the amounts specified in Part 3 of Schedule 1 (Hosted Services particulars);

(b) such amounts as may be agreed in writing by the parties from time to time; and

(c) amounts calculated by multiplying the Provider's standard time-based charging rates (as notified by the Provider to the Customer before the date of this Agreement) by the time spent by the Provider's personnel

performing the Support Services (rounded down by the Provider to the nearest quarter hour);

"**Customer Confidential Information**" means:

(a) any information disclosed by the Customer to the Provider OR at any time before the termination of this Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure:

(i) was marked as "confidential"; or

(ii) should have been reasonably understood by the Provider to be confidential;

(b) the Customer Data; and

"**Customer Data**" means all data, works and materials: uploaded to or stored on the Platform by the Customer; transmitted by the Platform at the instigation of the Customer; supplied by the Customer to the Provider for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Hosted Services by the Customer;

"**Customer Operations**" means the student transportation related operations while it does not mean the administration or other work performed by the Customers officers or employees.

"**Documentation**" means the documentation describing the use or the guides produced by the Provider and delivered or made available by the Provider to the Customer;

"**Effective Date**" means the date of execution of this Agreement;

"**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet, the cloud computing services or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"**Hosted Services**" means *software functionality provided by the SchoolBusNet platform* as specified in the Hosted Services Specification, which will be made available by the Provider to the Customer as a service via the internet in accordance with this Agreement;

"**Hosted Services Defect**" means a defect, error or bug in the Platform having an adverse effect on the appearance, operation, functionality or performance of the Hosted Services, but excluding any defect, error or bug caused by or arising as a result of:

(a) any act or omission of the Customer or any person authorized by the Customer to use the Platform or Hosted Services;

(b) any use of the Platform or Hosted Services contrary to the Documentation, whether by the Customer or by any person authorized by the Customer;

(c) a failure of the Customer to perform or observe any of its obligations in this Agreement; and/or

(d) an incompatibility between the Platform or Hosted Services and any other system, network, application, program, hardware or software not specified as compatible in the Hosted Services Specification;

"**Hosted Services Specification**" means the specification for the Platform and Hosted Services set out in Part 2 of Schedule 1 (Hosted Services particulars) and in the Documentation];

"**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, and rights in designs);

"**Maintenance Services**" means the general maintenance of the Platform and Hosted Services, and the application of Updates and Upgrades;

"**Mobile App**" means the mobile application known as *SchoolBusNet Guardian* and *SchoolBusNet Driver* that are made available by the Provider through the *Google Play Store* and SchoolBusNet Guardian available by the Provider through the *Apple App Store*;

"**Personal Data**" has the meaning given to it in the **General Data Protection Regulation 2016/679** (a regulation in EU law on data protection and privacy for all individuals within the European Union).

"**Platform**" means the platform managed by the Provider and used by the Provider to provide the Hosted Services, including the applications and database software for the Hosted Services and the system and server software used to provide the Hosted Services;

"**Schedule**" means any schedule attached to main body of this Agreement;

"**Services**" means any services that the Provider provides to the Customer, or has an obligation to provide to the Customer, under this Agreement;

"**Support Services**" means support in relation to the use of, and the identification and resolution of errors in, the Hosted Services, but shall not include the provision of training services;

"**Supported Web Browser**" means the current release from time to time of Microsoft Internet Explorer, Mozilla Firefox, Google Chrome or Apple

Safari, or any other web browser that the Provider agrees in writing shall be supported;

"**Update**" means a hotfix, patch or minor version update to any Platform software; and

"**Upgrade**" means a software package that replaces an existing version of a product with a newer and/or more powerful or sophisticated version of the same product. The upgrade process will leave existing customer data and preferences intact while replacing the existing software with the newer version of any Platform element.

2. Term

2.1 This Agreement shall come into force upon the Effective Date.

2.2 This Agreement shall continue in force until *[Date]*, subject to termination in accordance with Clause 17.

2.3 The confidentiality and the personal data obligations constitute separate agreements and shall indefinitely survive the termination or cancellation of this contract for any reason or for no reason. The Provider shall destroy confidential information and personal data as soon as they are no longer required for the performance of its legal obligations or of the obligations arising from this contract.

3. Hosted Services

3.1 The Provider shall ensure that on the Effective Date will generate an Account for the Customer and provide to the Customer login details for that Account.

3.2 The Provider hereby grants to the Customer a license to use the Hosted Services for the internal business purposes of the Customer during the Term.

3.3 The license granted by the Provider to the Customer under Clause 3.2 is subject to the following limitations:

(a) the Hosted Services may only be used by the officers, employees, agents and subcontractors of the Customer;

(b) the Hosted Services may be used by maximum number of users identified in Hosted Services particulars providing that the Customer may change, add or remove a designated named user in accordance with the procedure set out therein; and

(c) the Hosted Services must not be used at any point in time by more than the number of concurrent users specified in 3.3(b), providing that the Customer may add or remove concurrent user.

3.4 Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the license granted by the Provider to the Customer under Clause 3.2 is subject to the following prohibitions:

(a) the Customer must not sub-license its right to access and use the Hosted Services;

(b) the Customer must not permit any unauthorized person to access or use the Hosted Services;

(c) the Customer must not use the Hosted Services to provide services to third parties;and

(d) the Customer must not make any alteration to the Platform.

3.5 The Customer shall use reasonable endeavors, including reasonable security measures relating to administrator Account access details, to ensure that no unauthorized person may gain access to the Hosted Services using an administrator Account.

3.6 The Provider shall use reasonable endeavors to maintain the availability of the Hosted Services to the Customer, but does not guarantee 100% availability.

3.7 For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:

(a) a Force Majeure Event;

(b) a fault or failure of the internet or any public telecommunications network;

(c) a fault or failure of the Customer's computer systems or networks;

(d) any breach by the Customer of this Agreement; or

(e) scheduled maintenance carried out in accordance with this Agreement or extraordinary maintenance needed to confront existing or anticipated software threats.

3.8 The Customer must ensure that all persons using the Hosted Services with the authority of the Customer or by means of an administrator Account comply with any given instructions of use.

3.9 The Customer must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.

3.10 The Customer must not use the Hosted Services:

(a) in any way that is unlawful, illegal, fraudulent or harmful; or

(b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

3.11 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.

3.12 The Provider may suspend the provision of the Hosted Services if any amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Hosted Services on this basis.

4. Maintenance Services

4.1 The Provider shall provide the Maintenance Services to the Platform.

4.2 The Provider shall where practicable give to the Customer at least 10 Business Days' prior written notice of scheduled or extraordinary Maintenance Services that are likely to affect the availability of the Hosted Services or are likely to have a negative impact upon the Hosted Services, without prejudice to the Provider's other notice obligations under this main body of this Agreement.

4.3 The Provider shall give to the Customer at least 10 Business Days' prior written notice of the application of an Upgrade to the Platform.

4.4 The Provider shall give to the Customer written notice of the application of any security Update to the Platform and at least 10 Business Days' prior written notice of the application of any non-security Update to the Platform.

4.5 The Provider shall provide the Maintenance in accordance with the standards of skill and care reasonably expected from a leading service provider in the Provider's industry.

5. Support Services

5.1 The Provider shall provide the User Support Services to the Customer during the Term.

5.2 The Provider shall make available to the Customer a helpdesk in accordance with the provisions of this main body of this Agreement. The helpdesk may be reached by filling in the form in web page http://www.schoolbusnet.eu/contact or by sending an email at the "support@schoolbusnet.eu" address.

5.3 The Provider shall provide the User Support Services with reasonable skill and care.

5.4 The Customer may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services; and the Customer must not use the helpdesk for any other purpose.

5.5 The Provider shall respond promptly to all requests for Support Services made by the Customer through the helpdesk.

5.6 The Provider may suspend the provision of the Support Services if any amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer at least

30 days' written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.

6. Customer Data

6.1 The Customer hereby grants to the Provider a non-exclusive license to copy, reproduce, store, export, adapt, edit and translate the Customer Data to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under this Agreement, together with the right to sub-license these rights to its hosting, connectivity and telecommunications service providers only to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under this Agreement.

6.2 The Customer warrants to the Provider that the use of the Customer Data by the Provider in accordance with this Agreement will not:

(a) breach the provisions of any law, statute or regulation;

(b) infringe the Intellectual Property Rights or other legal rights of any person; or

(c) give rise to any cause of action against the Provider,

in each case in any jurisdiction and under any applicable law.

6.3 The Provider shall create a back-up copy of the Customer Data daily, shall ensure that each such copy is sufficient to enable the Provider to restore the Hosted Services to the state they were in at the time the back-up was taken, and shall retain and securely store each such copy for a minimum period of 7 days.

6.4 Within the period of 1 Business Day following receipt of a written request from the Customer, the Provider shall use all reasonable endeavors to restore to the Platform the Customer Data stored in any back-up copy created and stored by the Provider in accordance with Clause 6.3. The Customer acknowledges that this process will overwrite the Customer Data stored on the Platform prior to the restoration.

7. Mobile App

7.1 The parties acknowledge and agree that the use of the Mobile Applications, the parties' respective rights and obligations in relation to the Mobile Applications and any liabilities of either party arising out of the use of the Mobile Applications shall be subject to the same terms and conditions, and accordingly this Agreement shall govern any such use, rights, obligations or liabilities.

8. No assignment of Intellectual Property Rights

8.1 Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Customer, or from the Customer to the Provider.

9. Charges

9.1 The Customer shall pay the Charges to the Provider in accordance with this Agreement. Charges are described in Financial Provisions

9.2 If the Charges are based in whole or part upon the time spent by the Provider performing the Services, the Provider must obtain the Customer's written consent before performing Services that result in any estimate of time-based Charges given to the Customer being exceeded or any budget for time-based Charges agreed by the parties being exceeded; and unless the Customer agrees otherwise in writing, the Customer shall not be liable to pay to the Provider any Charges in respect of Services performed in breach of this Clause 9.2.

9.3 All amounts stated in are exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to the Provider.

10. Payments

10.1 The Provider shall issue invoices for the Charges to the Customer in advance of the period to which they relate, except the charges related to the SMS sent through the platform which are counted and invoiced in the following issuance of invoice.

10.2 The Customer must pay the Charges to the Provider within the period of 30 days following the date of issue of an invoice in accordance with this Clause 10, providing that the Charges, except the charges of the SMS sent through the platform, must in all cases be paid before the end of the period to which they relate.

10.3 The Customer must pay the Charges using bank transfer (using such payment details as are notified by the Provider to the Customer from time to time).

10.4 If the Customer does not pay any amount properly due to the Provider under this Agreement, the Provider may:

(a) charge the Customer interest on the overdue amount; or

(b) claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

(c) restrict the customer's access to the Hosted Services.

11. Provider's confidentiality obligations

11.1 The Provider must:

(a) keep the Customer Confidential Information strictly confidential;

(b) not disclose the Customer Confidential Information to any person without the Customer's prior written consent, and then only under conditions of confidentiality.

(c) use the same degree of care to protect the confidentiality of the Customer Confidential Information as the Provider uses to protect the Provider's own confidential information of a similar nature, being at least a reasonable degree of care;

(d) act in good faith at all times in relation to the Customer Confidential Information; and

(e) not use any of the Customer Confidential Information for any purpose other than the Permitted Purpose.

11.2 Notwithstanding Clause 11.1, the Provider may disclose the Customer Confidential Information to the Provider's officers, employees, and subcontractorswho have a need to access the Customer Confidential Information for the performance of their work with respect to the Permitted Purpose and who are bound by a written agreement or professional obligation to protect the confidentiality of the Customer Confidential Information.

11.3 This Clause 11 imposes no obligations upon the Provider with respect to Customer Confidential Information that:

(a) is known to the Provider before disclosure under this Agreement and is not subject to any other obligation of confidentiality;

(b) is or becomes publicly known through no act or default of the Provider; or

(c) is obtained by the Provider from a third party in circumstances where the Provider has no reason to believe that there has been a breach of an obligation of confidentiality.

11.4 The restrictions in this Clause 11 do not apply to the extent that any Customer Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Provider on any recognized stock exchange.

11.5 The provisions of this Clause 11 shall continue in force indefinitely following the termination of this Agreement.

12. Data protection

12.1 The Customer warrants to the Provider that it has the legal right to disclose all Personal Data that it does in fact disclose to the Provider under or in connection with this Agreement, and that the processing of that Personal Data by the Provider for the Permitted Purpose in accordance with this Agreement will not breach any applicable data protection or data privacy laws and regulations including the DPA and the GDPR.

12.2 To the extent that the Provider processes Personal Data disclosed by the Customer, the Provider warrants that:

(a) it will act only on instructions from the Customer in relation to the processing of that Personal Data;

(b) it has in place appropriate security measures (both technical and organisational) against unlawful or unauthorised processing of that Personal Data and against loss or corruption of that Personal Data;

(c) it will not transfer or permit the transfer of that Personal Data without the prior written consent of the Customer.

(d) it will never use the platform to serve third party advertisements, or perform data mining for advertisement related activities.

(e) it will never use any personal data or metadata for no commercial purpose other than providing the agreed services.

12.3 Where any incident like unauthorized use or access, loss, destruction, theft or disclosure, occur, concerning personal data provided by the Customer in accordance to this contract, the Provider shall forthwith notify the incident to the Beneficiary or within a maximum of 24 hours of the occurrence of the incident, together with all necessary information. The Provider shall also take all the measures imposed in these situations by the legislation on the protection of individuals with regard to the processing of personal data and the free movement of such data and shall compensate the Beneficiary for any damage caused.

12.4 The Parties acknowledge that the Customer is the Service User and the data controller and that Customer and the Provider shall be data processors for the purposes of the Data Protection Act 1998 and the EU's General Data Protection Regulation 2016/679. Customer and Provider shall comply with the relevant provisions of that Act and the regulation as if they were a data controller, and "data processor" and "data controller" shall have the meanings given in that Act.

13. Warranties

13.1 The Provider warrants to the Customer that:

(a) the Provider will comply with all applicable legal and regulatory requirements applying to the exercise of the Provider's rights and the fulfillment of the Provider's obligations under this Agreement; and

(b) the Provider has or has access to all necessary know-how, expertise and experience to perform its obligations under this Agreement.

13.2 The Provider warrants to the Customer that:

(a) the Platform and Hosted Services will conform in all respects with the Hosted Services Specification;

(b) the application of Updates and Upgrades to the Platform by the Provider will not introduce any Hosted Services Defects into the Hosted Services;

(c) the Platform will be free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs; and

(d) the Platform will incorporate security features reflecting the requirements of good industry practice.

13.3 The Provider warrants to the Customer that the Hosted Services, when used by the Customer in accordance with this Agreement, will not breach any laws, statutes or regulations applicable under European and local laws.

13.4 The Provider warrants to the Customer that the Hosted Services, when used by the Customer in accordance with this Agreement, will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.

13.5 If the Provider reasonably determines, or any third party alleges, that the use of the Hosted Services by the Customer in accordance with this Agreement infringes any person's Intellectual Property Rights, the Provider may at its own cost and expensemodify the Hosted Services in such a way that they no longer infringe the relevant Intellectual Property Rights.

13.6 The Customer warrants to the Provider that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.

13.7 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

14. Acknowledgements and warranty limitations

14.1 The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Hosted Services will be wholly free from defects, errors and bugs.

14.2 The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Hosted Services will be entirely secure.

14.3 The Customer acknowledges that the Provider will not provide any [legal, financial, accountancy or taxation advice] under this Agreement or in relation to the Hosted Services.

15. Limitations and exclusions of liability

15.1 Nothing in this Agreement will:

(a) limit or exclude any liability for fraud or fraudulent misrepresentation;

(b) limit any liabilities in any way that is not permitted under applicable law; or

(c) exclude any liabilities that may not be excluded under applicable law.

15.2 The limitations and exclusions of liability set out in this Clause 15 and elsewhere in this Agreement:

(a) are subject to Clause 15.1; and

(b) govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.

15.3 Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event.

15.4 Neither party shall be liable to the other party in respect of any loss of profits or anticipated savings.

15.5 Neither party shall be liable to the other partyin respect of any loss of revenue or income.

15.6 The Provider shall not be liable to the Customer in respect of any loss of business, contracts or opportunities.

15.7 With the exception of clause 12.3, neither party shall be liable to the other party in respect of any loss or corruption of any data, database or software providing that this Clause 15.8 shall not protect the Parts unless the Parts have fully complied with their obligations under this agreement.

15.8 Neither party shall be liable to the other party in respect of any special, indirect or consequential loss or damage.

15.9 With the exception of clause 12.3, the liability of each party to the other party under this Agreement in respect of any event or series of related events shall not exceed the greater of the total amount paid and payable by the Customer to the Provider under this Agreement in the 12 month period preceding the commencement of the event or events.

15.10 With the exception of clause 12.3, the aggregate liability of each party to the other partyunder this Agreement shall not exceed the greater of the total amount paid and payable by the Customer to the Provider under this Agreement.

16. Force Majeure Event

16.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement [(other than any obligation to make a payment)], that obligation will be suspended for the duration of the Force Majeure Event.

16.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must:

(a) promptly notify the other; and

(b) inform the other of the period for which it is estimated that such failure or delay will continue.

16.3 A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

17. Termination

17.1 Either party may terminate this Agreement by giving to the other party at least 60 days written notice of termination.

17.2 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if the other party commits a material breach of this Agreement.

17.3 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:

(a) the other party:

(i) is dissolved;

(ii) ceases to conduct all (or substantially all) of its business;

(iii) is or becomes unable to pay its debts as they fall due;

(iv) is or becomes insolvent or is declared insolvent; or

(v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

(b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;

(c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this Agreement).

18. Effects of termination

18.1 Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): [Clauses 1, 3.11, 7, 10.2, 10.4, 11, 15, 18, 21 and 22].

18.2 The termination of this Agreement shall not affect the accrued rights of either party.

18.3 Within [30 days] following the termination of this Agreement for any reason:

(a) the Customer must pay to the Provider any Charges in respect of Services provided to the Customer before the termination of this Agreement; and

(b) the Provider must refund to the Customer any Charges paid by the Customer to the Provider in respect of Services that were to be provided to the Customer after the termination of this Agreement,

without prejudice to the parties' other legal rights.

19. Notices

19.1 Any notice from one party to the other party under this Agreement must be given by one of the following methods using the relevant contact details set out in Clause 19.2:

(a) delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery; or

(b) sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting,

19.2 (a) The Provider's contact details for notices under this Clause 19 are as follows: *SchoolBusNet P.C.*
29, ARGONAUTON,
16777 - ELLINIKO

(b) The Customer's contact details for notices under this Clause 19 are as follows: *[.....]*

[.....]

[.....]

[.....]

19.3 The addressee and contact details set out in Clause 19.2 and Part 4 of Schedule 1 (Hosted Services particulars) may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 19.

20. Subcontracting

20.1 The Provider may subcontract any of its obligations under this Agreement, providing that the Provider must give to the Customer, promptly following

the appointment of a subcontractor, a written notice specifying the subcontracted obligations and identifying the subcontractor in question.

20.2 The Provider shall remain responsible to the Customer for the performance of any subcontracted obligations.

20.3 Notwithstanding any other provision of this Agreement, the Customer acknowledges and agrees that the Provider may subcontract to any reputable third-party hosting business the hosting of the Platform and the provision of services in relation to the support and maintenance of elements of the Platform.

21. General

21.1 No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.

21.2 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

21.3 This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

21.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.

21.5 This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

21.6 Subject to Clause 15.1, this Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

21.7 This Agreement shall be governed by and construed in accordance with English law.

21.8 The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

22. Interpretation & governance

22.1 In this Agreement, a reference to a statute or statutory provision includes a reference to:

(a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and

(b) any subordinate legislation made under that statute or statutory provision.

22.2 The Clause headings do not affect the interpretation of this Agreement.

22.3 In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

22.4 This Agreement shall be governed by and construed in accordance with English law. The parties hereby submit to the non-exclusive jurisdiction of the English Courts.

Execution

The parties have indicated their acceptance of this Agreement by executing it below.

SIGNED BY Dimitri Synapidis on ....., duly authorised for and on behalf of the Provider:

.....

SIGNED BY [.....] on [.....], duly authorised for and on behalf of the Customer:

.....

Schedule 1 (Hosted Services particulars)

1. Customer details

The Customer is [.....], a company incorporated in [.....] (registration number [.....]) having its registered office at [.....].

2. Specification of Hosted Services

2.1 The Platform

The Provider has developed a software platform through which the Customer may manage their student transportation operations.

The platform consists of:

(a) a web application

(b) a data base

(c) a mobile application (SchoolBusNet Driver) developed in android for use on the school bus found at Google Play application store.

(d) a mobile application (SchoolBusNet Guardian) developed in android and iOS found at Google Play and AppStore application stores respectively

(e) a set of control, communication, messaging and security servers

All the infrastructure is hosted at cloud computing environments.

The Provider creates a new account and grants Customer a license to access (Clause 3.1) and the Customer makes use of the Platform Hosted Services.

2.2 The Services

Customer fills in own data and then through the Platform they may:

(a) set up operations plan

(b) manage, control and communicate daily operations

(c) monitor, report and measure operations

(d) give access to their customers (Students and their Parents/Guardians) to communicate and get involved, in the manner provided by the Platform, in operations planning.

3.

The Provider creates an account per Customer and grants them a license to access all Platform Hosted Services.

A single license covers a number of 4 concurrent users of the web application.

3.1 Charges

Charges for granting license to access the platform are calculated as following:

(a) Creation of new Customer account, charged once: GBP2,2 per unique passenger (with minimum charge GBP350)

(b) License for all concurrent users agreed is GBP2,80 per unique student data record, per month of operations.

(c) A month's charge equals the license per Student Data Record by the number of unique students travelled in that month.

(d) All 12 months will be charged per calendar year.

(e) Student data records volume is measured monthly by the Provider.

(f) Invoices are issued in GBP three times per year.

(g) No charges for technical support, maintenance, platform updates or upgrades, exceeded storage limits or for the free four hours of on-line training will be charged by the Provider as these services are included in the offered price.

3.2 Payment terms

Customer shall pay for the Hosted Services furnished by Provider in accordance with the charges 3.1 above, following the rules hereafter:

(b) Invoices will be issued at the beginning of each term as described in (c) below including:

(i) charges for each month of the term based on the number of the passengers planned to be transported

(ii) differences in calculations between the planned and the actual number of passengers transported during the months of the previous term.

(iii) Any additional services agreed and ordered by Customer according to 3.3 Schedule 1 (Hosted Services particulars)

(b) Invoices are due after 20 days.

(c) Terms Start and invoices are issued in September (x4 months), January (x4 months) and May (x4 months) of each school year.

(d) All invoices not contested in writing within fifteen (15) business days of receipt are deemed accepted by Customer as true and accurate and are payable in full.

(e) Interest will be charged on all due amounts at the rate of 8% per annum above the European Bank base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month).

3.3 Additional Services.

Provider will charge additional services at an agreed total cost or at the rate of GBP 80.00 per hour. Additional services include

(a) any work the Customer wishes Provider to perform, which is not specified in 2.2 above or requires further software development to any of the platform elements specified in 2.1 above.

(b) Training additional to the free 4 hours provided at the creation of the Customer account.

All charges for additional services will be invoiced in the next invoice after the date of the written order.

3.4 Payment Methods

Customer payments of invoices should be made via bank transfers using the following data:

Company Name: SchoolBusNet P.C.

Address: 29, ARGONAUTON, 16777 - ELLINIKO

BANK: EUROBANK Ergasias S.A. Athens, Greece
IBAN: GR1602601750000450200910116
BIC/SWIFT code: ERBKGRAA
BENEFICIARY: SCHOOLBUSNET PC

SIGNED BY Dimitri Synapidis on ....., duly authorised for and on behalf of the Provider:

.....

SIGNED BY [.....] on [.....], duly authorised for and on behalf of the Customer:

.....