DATED

(1) URBANTHINGS LIMITED

(2) <<   >>

SAMPLE SOFTWARE & SERVICES AGREEMENT

THIS IS A DRAFT SAMPLE AGREEMENT AND NOT INTENDED TO BE EXECUTED

THIS AGREEMENT is made the   day of

BETWEEN:

(1)   UrbanThings Limited, a company registered in England and Wales (company number 04543413) whose registered office is at 17 Wrotham Road, Barnet, EN5 4LE, UK ("UrbanThings"); and

(2)   <<Name of Customer>> a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered Office>> ("the Customer")

WHEREAS:

(1)   UrbanThings hosts and provides access to the Applications described herein in its capacity as an Application Service Provider ("ASP") and develops and publishes Mobile Apps described herein

(2)   The Customer wishes to access the Applications and wishes for its customers to access the Mobile Apps to view Service Data and make payment for its Customer Services.

(3)   UrbanThings can supply its applications and related services including Payment Processing Services in return for the payment of Fees and subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1.   **Definitions and Interpretation**

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

"Applications"	means the selected software applications provided by UrbanThings which shall be available to the Customer, as set out in Schedule 2 of this Agreement;
"Application Users"	means an employee of the Customer who shall, from time to time, access the Applications through the ASP Infrastructure;
"App Store Account"	means a mobile software publishing platform, including but not limited to Apple iTunes Connect and Google Play Store;
"ASP Infrastructure"	means UrbanThings' or its third party supplier's computer hardware, firmware, software and communications infrastructure which is used to facilitate access to the Applications by the Customer and its authorised Application Users;
"Business Day"	means any day other than Saturday or Sunday that is not a bank or public holiday in the United Kingdom;

"Business Hour"	means any time between 09:00 BST and 17:00 BST on a Business Day;
"Customer Services"	means services supplied by the Customer to its customers, including but not limited to transportation services.
"Chargebacks"	means payments made by UrbanThings to its payment service providers as a result of the authenticity of Service Payments being challenged and such payments subsequently being voided;
"Delivery Date"	is defined in Schedule 2;
"Confidential Information"	means all business, technical, financial or other information created or exchanged between the Parties throughout the Term of this Agreement;
"Customer Computer Systems"	means the Customer's computer hardware, firmware, software and communications infrastructure through and on which the Applications are to be used;
"Customer Data"	means any data belonging to the Customer or to third parties and used by the Customer under licence which is created using the Applications or otherwise stored in the ASP Infrastructure;
"Fees"	means the sums payable by the Customer in return for services in accordance with this Agreement;
"Intellectual Property Rights"	means patents, petty patents, utility models, copyright, database rights, design rights, registered and unregistered designs, design patents, trade marks, trading names and internet domain names, rights in the get-up of products (including the screens and user interfaces of software products) and other signs and indications of origin, and rights in Know-How, in each case whether registered or not and including pending applications and the right to apply for any of the foregoing and other industrial and intellectual property rights of the same or similar effect anywhere in the world;
"Know-How"	means all technical information, data, knowledge, expertise, inventions and discoveries, whether patentable or not, whether or not reduced to writing and whether or not individually kept confidential, including, but not limited to, information comprised in algorithms, designs, specifications, calculations, drawings and associated data, components, lists, manuals, instructions, computation modules, process description, flow charts, software (including source code and object code), experiments, research, testing results, statistics and any related data, relating to (without limitation) any product, software, system or service;

"Mobile Apps"	means the mobile software applications as set out in Schedule 2 of this Agreement which shall be published by UrbanThings via their own App Store Accounts and via the Customer's App Store Accounts;
"Mobile App Users"	means a customer of the Customer who shall, from time to time, access the Mobile Apps;
"Mobile App User Data"	means data collected through the Mobile Apps from Mobile App Users including transaction data and personal data of Mobile App Users, analytics and other statistical data created from such data;
"Non-Recurring Engineering Fees"	is defined in Schedule 1;
"Non-Recurring Engineering Work"	Means software development work requested by the Customer and carried out by UrbanThings as may be agreed between the parties from time to time in accordance with this agreement;
"Ticket Commission"	is defined in Schedule 1;
"Service"	means, collectively, the application services, development and publishing services, consumable supply services and payment processing services as set out in Clauses 3,4,5 and 6 of this Agreement; and
"UrbanThings IP"	means any Intellectual Property Rights subsisting in or relating to the Applications, Mobile Apps, ASP Infrastructure, UrbanThings' trademarks and Mobile App User Data.

1.2 Unless the context otherwise requires, each reference in this Agreement to:

1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 "this Agreement" is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;

1.2.4 a Schedule is a schedule to this Agreement; and

1.2.5 a Clause, sub-Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.

1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

2. **The Service**

2.1 UrbanThings shall provide the Service on a non-exclusive basis for the duration of the Term and in accordance with the terms and conditions of this Agreement.

3. **Application Services**

3.1 UrbanThings shall, from the Delivery Date, provide access to the Applications through the ASP Infrastructure. This undertaking shall be subject to the exceptions contained in Clauses 9, 12, 13, 21 and 22 of this Agreement.

3.2 UrbanThings shall use reasonable endeavours to ensure that the provision of Applications is in accordance with the Service Level Agreement as set out in Schedule 3 to this agreement.

4. **Development and Publishing Services**

4.1 Subject to the payment of the Setup Fees as set out in Schedule 1 and in accordance with Clause 9, UrbanThings shall develop the Branded Ticketless Apps.

4.2 The Branded Ticketless Apps will be to the specification as described in Schedule 2 to this agreement.

4.3 UrbanThings shall use reasonable endeavours to ensure that the performance of the Branded Ticketless Apps is in accordance with the Service Level Agreement as set out in Schedule 3 to this agreement.

4.4 The Customer shall supply any graphical or image assets as required for UrbanThings to develop the Branded Ticketless Apps in accordance with Clause 4.1.

4.5 The Customer shall create and configure any required App Store Accounts at its own cost.

4.6 The Customer shall ensure that its App Store Accounts remain in good standing.

4.7 The Customer shall provide UrbanThings with access to its App Store Accounts and any necessary additional security permissions and user accounts required to carry out its obligations under this agreement.

4.8 UrbanThings shall access the Customer's App Store Accounts for the purposes of uploading, configuring and publishing the Branded Ticketless Apps, such apps to be published on or before the Delivery Date.

4.9 Parties may agree at any time on Non-recurring Engineering Work to be carried out by UrbanThings to update the Applications or the Mobile Apps. Such work will be agreed by both parties in advance and charged at the Non-Recurring Engineering Fee as specified in Schedule 1 to this agreement.

5. **Consumable Supply Services**

5.1 UrbanThings shall use best efforts to supply any consumables required to ensure continued full functioning of the Mobile Apps. ("Consumables")

5.2 The Customer shall promptly install Consumables into its infrastructure, (including installation into vehicles) as required to ensure the continued full functioning of the Mobile Apps.

5.3　　UrbanThings may visit the Customer to ensure that the Consumables are installed and in good working order and to maintain them.

5.4　　The Customer shall allow access to UrbanThings to its premises and facilities including to vehicles operated in connection with the Customer Services, to allow UrbanThings to monitor the installation and use of Consumables.

5.5　　All Consumables shall remain the property of UrbanThings.

6.　　**Payment Processing Services**

6.1　　The Customer shall be solely responsible for supplying Customer Services, including transportation services, to Mobile App Users.

6.2　　The Customer shall determine the prices of its Customer Services ("**Service Prices**") at its discretion and may vary the Service Prices from time to time.

6.3　　The Customer shall provide UrbanThings with up-to-date details of the Service Prices and of any associated taxes or other amounts to be charged on the Customer's behalf to Mobile Users as part of the Service Prices, by entering such details into the Applications or, if agreed by UrbanThings, by other means.

6.4　　The Customer shall instruct UrbanThings as to how to present the Service Prices and taxes to be charged to Mobile App Users through the Mobile App for the purchase of Customer Services.

6.5　　For the avoidance of doubt, UrbanThings shall act as the Customer's agent and on its behalf in charging all such amounts and the Service Price to Mobile Users purchasing Customer Services through the Mobile App.

6.6　　Each Mobile App shall include the following functionality for Mobile App Users:

6.6.1　　The ability to view details of the Customer Services and their associated Service Prices and taxes;

6.6.2　　The ability to view the Customer's Terms and Conditions under which it supplies its Customer Services. ("**Terms**"); and

6.6.3　　The ability to make payment of the Service Prices and associated amounts ("**Service Payments**").

6.7　　When a Service Payment is made by a Mobile App User:

6.7.1　　The Mobile App User shall agree to be bound by the Terms;

6.7.2　　The Customer shall agree, subject to the Terms, to supply Customer Services directly to the Mobile App User;

6.7.3　　UrbanThings, acting as agent of the Customer, shall issue an invoice on behalf of the Customer for Service Payments; and

6.7.4　　UrbanThings shall charge any applicable Ticket Commission to the Customer as described in Schedule 1 to this agreement.

6.8　　UrbanThings (and its payment processing subcontractor) shall act as an agent for the Customer in the collection and processing of the Service Payments on the Customer's behalf.

6.9　　For the avoidance of doubt, UrbanThings shall not act as a re-seller or distributor of Customer Services and shall have no right to use Customer Services or to offer them for sale other than as the Customer's agent under this agreement.

6.10　　UrbanThings or its subcontractor (or payment processing provider) shall ensure

6

that Service Payments are remitted to the Customer net of any Ticket Commission, fees due to the payment processing providers and any other applicable Fees and Chargebacks ("Remittance").

6.11 Remittance of each Service Payment shall be made within 30 days of the payment being made, except where the payment is subject to an outstanding Chargeback.

6.12 UrbanThings shall be responsible for paying fees due, except Chargeback fees, to its payment processing providers and shall deduct these fees from the payments made to the Customer as described in Clause 6.10

6.13 The Customer shall be liable for any tax liabilities that arise as a result of its supply of Customer Services to Mobile App Users and for ensuring that all applicable taxes (including value added taxes and sales taxes, as applicable) are correctly charged to Mobile App Users through the Mobile App.

7. **Promotional Services**

7.1 The Customer agrees to use best efforts to promote the Mobile Apps prominently to its customers and potential customers within its area of operation during the Term of this Agreement. ("**Customer Promotion**")

7.2 Customer Promotion shall be made via on-bus advertising, the Customer's website and in all printed and online timetables.

7.3 All advertising published as part of the Customer Promotion shall include a web link to download the Mobile Apps or, in the case of non-digital formats, sufficient written information to allow Mobile App Users to download the Mobile Apps from the App Stores.

7.4 UrbanThings grants to the Customer a non-assignable, non-sublicensable, limited, royalty-free, non-exclusive licence for the Term, to use the 'Ticketless' Trade Marks in connection with Customer Promotion.

7.5 UrbanThings may promote the Mobile Apps to current or potential Mobile App Users.

7.6 The Customer grants to UrbanThings a non-assignable, non-sublicensable, limited, royalty-free, non-exclusive licence for the Term, to use its Trade Marks where reasonably appropriate in connection with the promotion described in Clause 7.5.

8. **Customer Supply of Service Data**

8.1 The Customer (or its authorised data supplier) shall supply vehicle data and other transportation data necessary for the correct functioning of the Applications and Mobile Apps ("Service Data") in real time to UrbanThings for the duration of the Term of this Agreement and shall not charge UrbanThings for the Service Data or its supply.

8.2 A Service Data Change shall be deemed to have occurred if, during the Term, any of the following occurs:

8.2.1 The format or nature of the Service Data is changed;

8.2.2 The Service Data becomes unavailable; or

8.2.3 The Customer makes any errors in the configuration or inputting of Service Data on the Applications.

8.3 UrbanThings shall not be liable for any failures to meet its obligations as set out Schedule 3 where such failure occurs as a direct or indirect result of a Service Data Change.

8.4 UrbanThings shall be under no obligation to update or modify the Applications or Mobile Apps in order to address problems that arise as a direct or indirect result of a Service Data Change.

9. Fees and Payment

9.1 The Fees due for the Service and any other applicable fees are specified in Schedule 1 to this Agreement. The rates of Fees indicated in Schedule 1 are exclusive of value added tax, sales tax or any other tax that may be chargeable on the amount. UrbanThings shall be entitled to charge the Customer for any taxes that may apply by law in relation to the Fees (excluding taxes charged on UrbanThings' revenue) and the Customer shall pay such additional amounts as applicable.

9.2 The Customer shall pay to UrbanThings all Fees due and any additional taxes within 30 days of receipt of an invoice from UrbanThings for the same.

9.3 In the event that the Customer does not pay the amounts due to UrbanThings under this Agreement within the time period specified in sub-Clause 9.2 above, UrbanThings shall be entitled to suspend the Customer's use of the Service by whatever means it deems appropriate.

9.4 In the event that the Customer fails to pay under sub-Clause 9.3 then, without prejudice to sub-Clause 9.3, UrbanThings shall be entitled to charge the Customer interest on the unpaid amount from the due date until payment is made in full, both before and after any judgment, at 4% per annum over the Bank of England base rate obtaining at the time.

9.5 All amounts payable to UrbanThings under this Agreement shall be paid in full without any withholding or deduction on account of any taxes, duties, levies or charges, unless the Customer is required by law to make such deduction or withholding. If any such withholding or deduction is required in connection with the supply of Services under this Agreement, the Customer shall, when making the payment to which the withholding or deduction relates, pay to UrbanThings such additional amount as will ensure that (after the deduction or withholding) UrbanThings receives the same total amount that it would have received if no such withholding or deduction had been required.

9.6 Upon the third anniversary of signature of this Agreement, and annually thereafter, UrbanThings may increase the Fees. The percentage increase shall be limited to that of the average UK Retail Price Index (RPI) over the year preceding such increase.

10. Maintenance and Upgrades

10.1 UrbanThings shall be responsible for all maintenance of the Applications, Mobile Apps or ASP Infrastructure which may from time to time be required.

10.2 Subject to the provisions of Clause 13, the Customer shall be responsible for all maintenance and upgrades to the Customer Computer Systems which may

from time to time be required.

10.3   UrbanThings shall use reasonable endeavours to undertake maintenance work outside of the Customer's business hours.

10.4   Unless maintenance is corrective in nature, UrbanThings shall provide at least 5 Business Days' notice of any maintenance which may affect the Application Users or Mobile App Users use of the Service. UrbanThings shall use its best and reasonable endeavours to provide as much notice as possible in the case of corrective maintenance, however the Customer acknowledges that advance notice may not always be possible.

11.   Software Licences

11.1   The Customer shall use all Applications under a non-exclusive, non-transferrable licence, as set out in this Agreement.

11.2   All Applications provided by UrbanThings are the property of UrbanThings unless otherwise stated and shall be covered by the terms of the licence included in this Agreement.

12.   Applications and ASP Infrastructure Terms of Use

12.1   Application Users' access to the Applications and the ASP Infrastructure shall be controlled by means of usernames, passwords and IP validation.

12.2   The Customer may only access the Applications detailed in Schedule 2 to this Agreement. No access to other parts of the ASP Infrastructure shall be permitted in the absence of express written permission from UrbanThings.

12.3   The Customer is exclusively responsible for its use of the Applications and must ensure that all use is in accordance with this Agreement. The Customer shall notify UrbanThings immediately of any breaches of this Agreement by any Application Users.

12.4   The Customer's use of the Applications and ASP Infrastructure may, from time to time, be governed by statutory or regulatory rules and requirements external to the terms and conditions of this Agreement. It shall be the Customer's exclusive responsibility to ensure that their use of the Applications and ASP Infrastructure is in compliance with any such laws.

12.5   The Customer's use of the Applications and ASP Infrastructure shall be subject to the following limitations, any of which may be waived by UrbanThings giving their express written consent:

12.5.1   The Customer may not use or redistribute the Applications or the ASP Infrastructure for the purpose of conducting the business of an Application Service Provider;

12.5.2   The Customer may not redistribute or reproduce the Applications or the ASP Infrastructure through any network; and

12.5.3   The Customer may not allow any unauthorised third party to access the Applications or the ASP Infrastructure.

13.   Customer Computer Systems

13.1   Prior to commencement of the Service UrbanThings may request full details of

the Customer Computer Systems to ensure compatibility with the Applications and ASP Infrastructure. Where appropriate, UrbanThings may offer recommendations for upgrades and other alterations. Any such recommendations shall be presented in a written report to the Customer.

13.2 In the event of any unauthorised access by the Customer of Applications or the ASP Infrastructure, UrbanThings shall be entitled to terminate access indefinitely or temporarily as it deems appropriate and to terminate this Agreement in accordance with Clause 22 below.

13.3 The Customer shall ensure that no Customer Computer Systems are connected to a third party service, communications system or network in such a way that the Applications may be accessed by unauthorised third parties.

14. Support

14.1 UrbanThings (or its authorised representative) shall provide email support services to the Customer during Business Hours. This support shall relate only to the Applications, ASP Infrastructure and Mobile Apps. Any problems which are related to Customer Computer Systems must be resolved by the Customer's own support staff.

14.2 When seeking support the Customer shall use its best and reasonable endeavours to provide the fullest information possible to aid UrbanThings in diagnosing any faults in either the Applications, ASP Infrastructure or Mobile Apps.

14.3 UrbanThings shall aim to provide the support services described in Clause 14.1 in accordance with Schedule 3 to this Agreement.

14.4 UrbanThings or its authorised representative shall provide email support services to Mobile App Users during Business Hours. This support shall relate only to the Mobile Apps.

14.5 UrbanThings shall aim to provide the support services described in Clause 14.4 in accordance with Schedule 3 to this Agreement.

15. Intellectual Property

15.1 This Agreement shall not be construed as granting the Customer and the Customer shall not acquire any title, right or interest (including any user or access rights) in any of the UrbanThings IP. Any Improvements of the Applications or Mobile Apps developed in connection with this Agreement shall be the sole property of UrbanThings.

15.2 The Customer shall not, in the absence of UrbanThings' written consent, reproduce, adapt, translate, reverse-engineer, or make available to any third party any of the UrbanThings IP or any other material associated with this Agreement where such activity goes beyond the scope of actions permitted by the terms and conditions of this Agreement.

15.3 If the Customer becomes aware of any actual or suspected infringements of the UrbanThings IP, or any misuse of its rights in relation to the foregoing (each, an "**Unauthorised Use**"), it shall notify UrbanThings in writing giving such particulars of such Unauthorised Use as may be available in the circumstances. The Customer shall not take or threaten any action or legal proceedings and shall not make any threats, complaints or statements to any third party in relation

to such Unauthorised Use, except with UrbanThings' prior written consent. UrbanThings at its sole and unfettered discretion, and at its own cost, shall decide whether to take any action or make any threats or statements in relation to such Unauthorised Use.

16. Data Ownership

16.1 Subject to sub-Clause 16.2 all Intellectual Property Rights subsisting in Customer Data are and shall remain the property of the Customer.

16.2 Certain Customer Data may belong to third parties. In such cases, the Customer warrants that all such Customer Data is used with the consent of relevant third parties.

16.3 All Intellectual Property Rights subsisting in Mobile App User Data are and shall remain the property of UrbanThings.

16.4 UrbanThings may provide anonymised access to Mobile App User Data to the Customers via the Applications for various purposes as described in Schedule 2 to this agreement.

17. Data Protection

17.1 Each party shall ensure that it complies with the requirements of all legislation and regulatory requirements in force in its respective jurisdiction from time to time relating to the use of personal data, including, without limitation, insofar as applicable to a party's processing activities under this Agreement, the Data Protection Act 1998, Regulation (EU) 2016/679 (the General Data Protection Regulation) and any legislation that may replace or implement any of the foregoing ("**Data Protection Laws**").

17.2 Insofar as a party processes any personal data on behalf of the other party as data controller ("**Data Controller**"), the processing party ("**Data Processor**") shall: (a) process such personal data to the extent reasonably necessary for the performance of its obligations and exercise of its rights under this Agreement or otherwise on the instructions of the Data Controller; (b) treat such data as the Data Controller's Confidential Information in accordance with Section 13; (c) not transfer such personal data to any location outside the European Economic Area except in accordance with the safeguards required under the Data Protection Laws; (d) implement appropriate technical and organizational measures to protect such personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access; and (e) co-operate fully with the Data Controller to enable it to adequately discharge its responsibility under the Data Protection Laws (including, without limitation, assisting with data subject access or erasure requests made by data subjects).

17.3 Each party, at the other party's reasonable request, shall, so far as reasonably possible given the purpose of the processing, assist the requesting party in ensuring compliance with the requesting party's obligations under the Data Protection Laws, in particular in relation to its obligations concerning: (a) requests for information from Participants and requests for erasure, rectification or limitation of processing of data or the exercise of other data subject rights in relation to data; (b) maintaining the security of any data processed under this Agreement; (c) notifications to regulatory authorities and communications to affected data subjects required in relation to events resulting in accidental or

unlawful destruction, loss, alteration, unauthorized disclosure of, or access to data ("**Data Breach**"); and (d) any communications with the regulatory authorities, where applicable.

17.4   In the event that one party becomes aware of a Data Breach, it shall notify the other party without undue delay.

17.5   This clause 17 shall not be construed as requiring a party to modify its automated processes, computer systems or databases or to develop new processes, computer systems or databases for the purpose of providing the requisite assistance but a party shall not unreasonably refuse to make minor changes to its systems where this would be proportionate and reasonable. Where a party agrees to make such modifications or developments in response to the other party's request, the requesting party shall bear the costs of doing so.

17.6   Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the likelihood and severity of any risk, the parties shall implement appropriate technical and organizational measures to ensure an appropriate level of security for any personal data processed under this Agreement, particularly against the risks of accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise processed.

17.7   Words and terms used in this clause 17 above which are defined under the Data Protection Laws shall be interpreted in accordance with such definitions.

18.   **Confidential Information**

18.1   Each party (the "**Receiving Party**") shall for the duration of the Term and thereafter for a period of 1 year (and in relation to trade secrets, without limitation in time), keep confidential all information (whether or not specifically marked as confidential or reduced to writing) received from the other party (the "**Disclosing Party**") or otherwise obtained in connection with the performance of this Agreement relating to the Disclosing Party's business, financial, legal and other affairs, its staff, officers and directors, suppliers, customers, business partners and its business plans ("**Confidential Information**") and shall not use the Disclosing Party's Confidential Information or disclose it to any third parties other than as permitted under this clause 18. UrbanThings shall be deemed to be the Disclosing Party in relation to any information shared with the Customer relating to the UrbanThings IP, the UrbanThings Products and any information relating to UrbanThings' business, legal, financial affairs and business plans. The Customer shall be deemed to be the Disclosing Party in relation to any information shared with UrbanThings relating to the Customer's Intellectual Property and any information relating to the Customer's business, legal, financial affairs and business plans.

18.2   The Receiving Party shall be entitled to use the Disclosing Party's Confidential Information and to disclose it to its employees, agents, sub-distributors, auditors and legal advisors ("**Recipients**") to the extent commercially necessary and reasonable in order to exercise its rights and perform its obligations under this Agreement.

18.3   In relation to any Confidential Information, the Receiving Party shall:

18.3.1 procure that all Recipients observe the provisions of this clause 18 as fully as if they were parties to this Agreement; and

18.3.2 apply adequate security measures in relation to the Disclosing Party's Confidential Information as may be reasonably expected from a responsible and prudent business and at least as stringent as it applies in relation to its own Confidential Information of equivalent sensitivity.

18.4 The requirements of clauses 18.1 to 18.3 shall not apply:

18.4.1 to any information to the extent that it is generally available to the public (not as a result of a breach by the Receiving Party of any obligation of confidentiality), however, information shall not be deemed to be generally available to the public by reason only that it is known to a limited number of persons, whether or not such persons are bound by duties of confidentiality or by reason that component parts of it are separately so available;

18.4.2 to the extent that the Receiving Party can show by documentary evidence that it had been in possession of that information, free of any duty of confidence to the Disclosing Party or any third party and not as a result of any breach of confidence, prior to receiving it from the Disclosing Party; or

18.4.3 to any disclosure of information required by operation of law or any stock exchange regulations or any binding judgment or order of a court of law, or by any requirement of any competent authority, governmental or regulatory agency, subject where possible to reasonable prior consultation between the parties and provided that in the event that such disclosure is required, the Receiving Party being under such disclosure obligation shall take reasonable steps to protect the confidentiality of the Confidential Information, keep the Disclosing Party informed (insofar as legally permissible) and limit the disclosure as much as possible.

19. Limitations on Liability

19.1 UrbanThings shall not be liable to the Customer for any indirect or consequential loss the Customer may suffer even if such loss is reasonably foreseeable or if UrbanThings has been advised of the possibility of the Customer incurring it.

19.2 UrbanThings' entire liability to the Customer in respect of any breach of its contractual obligations, any breach of warranty, any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement shall be limited to £ GB 50,000.

19.3 Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall operate to exclude or restrict a party's liability for death or personal injury resulting from negligence, or fraud or fraudulent misrepresentation, or any liability that cannot be limited or excluded by law.

20. Indemnity

20.1 The Customer will fully indemnify UrbanThings against all costs, expenses, liabilities, losses, damages and judgments that UrbanThings may incur or be subject to as a result of any of the following:

20.1.1 The Customer's misuse of the Applications, ASP Infrastructure or any other element of the Service;

20.1.2 The Customer's breach of this Agreement; or

20.1.3 The Customer's negligence or other act of default.

20.2 UrbanThings shall be under no obligation to indemnify the Customer against any costs, expenses, liabilities, losses, damages and judgments that the Customer may incur or be subject to arising out of any matter covered by this Agreement.

21. **Force Majeure**

Neither party shall be in breach of this Agreement, or liable for any failure or delay in the performance of any of its obligations under this Agreement where such failure or delay arises from or is attributable to acts, events, omissions or accidents beyond its reasonable control including an act of God, fire, flood, earthquake, windstorm or other natural disaster, explosion or accidental damage, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions, terrorist attack, civil war, civil commotion or riots, shortage of raw materials or supplies, industrial action or strike, power cuts, electronic or communication network breakdowns.

22. **Term and Termination**

22.1 The term of this Agreement (the "Term") shall commence on the date of this Agreement and will continue for a period of […] years unless otherwise terminated in accordance with this Clause 22.

22.2 Either party may terminate this agreement by providing 12 month's notice in writing.

22.3 A party (the "**Terminating Party**") shall be entitled to terminate this Agreement by written notice with immediate effect to the other party (the "**Breaching Party**") in the event that:

22.3.1 the Breaching Party commits a material breach of its obligations, representations or warranties under this Agreement; provided, however, where such breach is capable of cure, that the Breaching Party shall have 30 days from the date of receipt of a conditional termination notice from the Terminating Party under this clause to cure such breach, following which time, unless such failure or breach is materially cured, the Terminating Party shall be entitled to serve notice terminating this Agreement with immediate effect;

22.3.2 the Breaching Party passes a resolution for its winding-up or a court of competent jurisdiction makes an order for its winding-up or dissolution;

22.3.3 an administration order is made in relation to the Breaching Party, or a receiver is appointed over, or an encumbrancer takes possession of or sells an asset of the Breaching Party;

22.3.4 the Breaching Party is unable to pay its debts as they become due or makes an arrangement or composition with its creditors generally or makes an application to a court of competent jurisdiction for protection from its creditors generally; or

22.3.5 any event occurs in any relevant jurisdiction in relation to the Breaching Party that would be the equivalent of the events specified in clauses 22.3.2, 22.3.3, or 22.3.4.

23. **Effect of Termination**

23.1 Upon the expiry or termination of this Agreement taking effect:

23.1.1 any rights granted to the Customer in relation to Customer Promotion shall expire with immediate effect and the Customer shall not do any act which, in the absence of such licence, would constitute an infringement of UrbanThings' or its Affiliates' or licensor's Intellectual Property or misuse of the UrbanThings IP;

23.1.2 each party shall destroy or deliver to the other all copies of the other party's Confidential Information in its possession or control, except to the extent the first party is required by law to keep such records, in which case it shall continue to keep such Confidential Information only for as long as it is legally required to do so;

23.1.3 The Customer shall unpublish the Mobile Apps from its Mobile App Store Account; and

23.1.4 The Customer shall return any Consumables to UrbanThings, where practicable to do so, at its own cost.

23.2 The termination or expiry of this Agreement shall not affect any accrued rights or liabilities of any party.

23.3 Upon the termination or expiry of this Agreement for reasons other than those under clause 22.1 (where UrbanThings is the Terminating Party), any outstanding debts or payment obligations set out in this Agreement shall continue to apply.

23.4 Termination of this Agreement shall not affect any provision of this Agreement intended to have effect after termination or necessary for its interpretation.

24. **Assignment and Subcontracting**

24.1 This Agreement and the rights granted herein are personal to the parties. Except as provided in this clause 24, neither party may assign or transfer any of its rights or obligations under this Agreement whether in whole or in part without the prior written consent of the other party.

24.2 UrbanThings may subcontract any of its obligations under this Agreement to any person, in whole or in part.

24.3 UrbanThings may, without the Customer's consent, assign its rights and obligations under this Agreement to its Affiliate or to any person as part of a sale of all or substantially all its business.

24.4 In the event that control of the Customer is acquired by a person which is or is an Affiliate of any competitor of UrbanThings or if there are reasonable grounds for UrbanThings to anticipate that the association of that person with UrbanThings may damage the reputation or goodwill of UrbanThings, unless UrbanThings gave its consent for the change of control, it shall be entitled to terminate this Agreement following such change of control taking effect by giving 60 days' notice to the Customer.

25. **Notices**

25.1 All notices under this Agreement shall be in writing.

25.2 Notices shall be deemed to have been duly given:

25.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

25.2.2 when sent, if transmitted by fax or e-mail and a successful transmission report or return receipt is generated; or

25.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

25.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

25.3 In each case notices should be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

26. Relationship of Parties

UrbanThings (on its own and through its subcontractors) shall act as agent on behalf of the Customer and on the Customer's instructions (including in relation to pricing) in relation to the sale of electronic tickets for Customer Services to Mobile App Users and in relation to the collection and processing of payments for Customer Services made by Mobile App Users. UrbanThings shall use a third party processor of electronic payments to charge Mobile App Users for the Customer Services and to process payments on behalf of the Customer. Insofar as the Customer requires the use of a Branded Ticketless App, UrbanThings may represent itself as the Customer to Mobile App Users (but may indicate in the Mobile App that it is the supplier of the technology platform). Except as provided above, nothing in this Agreement shall create, or be deemed to create, a partnership, the relationship of principal and agent, or of employer and employee between UrbanThings and the Customer. The Customer shall not represent itself as an agent or partner of UrbanThings and all use of UrbanThings' trade marks and branding style in accordance with this Agreement (in advertising materials, in the Mobile App and on Consumables) shall be in accordance with UrbanThings' instructions from time to time.

27. Severance

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction or any other jurisdiction of any other provision of this Agreement.

28. Entire Agreement

28.1 This Agreement constitutes the entire agreement between the parties and supersedes all other agreements, statements, letters and other arrangements between the parties in relation to the subject matter hereof. Each party acknowledges that it has not relied on or been induced to enter this Agreement by a representation other than those expressly set out in this Agreement.

28.2 A party is not liable to the other party for a representation that is not set out in this Agreement.

28.3 This clause 28 does not affect a party's liability in respect of a fraudulent misrepresentation.

29. **Modification of the Agreement**

    29.1   No modification, alteration or waiver of any of the provisions of this Agreement shall be effective unless in writing and signed on behalf of each of the parties.

    29.2   No omission or delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative with and not exclusive of any right or remedies provided by law.

30. **Law and Jurisdiction**

This Agreement shall be governed by the laws of England and Wales.

31. **Counterparts**

This Agreement may be executed in any number of counterparts each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

IN WITNESS WHEREOF this Agreement has been duly executed the day and year first before written

SIGNED by

<<Name and Title of person signing for UrbanThings>>
for and on behalf of UrbanThings Limited

In the presence of
<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing for Customer>>

for and on behalf of <<Customer's Name>>

In the presence of
<<Name & Address of Witness>>

SCHEDULE 1

Fees

Charged to the Customer in respect of the ongoing provision of Services under this Agreement.

Table S1-1

Product	Setup Fee	Subscription Fee	Ticket Commission	Terms / Details

Additional Terms

The Setup Fee is due upon signature of this agreement. Subscription Fees are payable annually in advance

"Ticket Commission"

Charged to the Customer in respect of each transaction made through the Mobile App by a Mobile App User as set out in Clause 6.

This fee is equal to a percentage of the Gross Service Price as defined in Table S1-1. "**Gross Service Price**" is the Service Price (as defined in clause 6.2) together with any value added tax or other taxes or other fees charged to the Mobile App User.

"Non-Recurring Engineering Fees"

Any additional software development work undertaken on the Applications or Mobile Apps, as agreed by the Customer and UrbanThings from time to time in advance.

Fee: Charged at UrbanThings standard software development daily rate, which is £500 per developer per day on the date of this Agreement. Such work will be quoted and agreed in advance.

SCHEDULE 2

PROJECT INFORMATION

Delivery Date

The estimated delivery date is _____

DELIVERABLES

[description of agreed deliverables / reference to proposal inserted here]

SCHEDULE 3

Service Level Agreement

Applications

The Applications shall conform to the following levels of performance, where it is within the control of UrbanThings to ensure such conformance:

- Fully available with critical functionality for 99.5% of the time over the duration of the Term.
- The web portal shall issue a full response to standard page requests within the Customer's country of operation in an average time of less than 5000 milliseconds
- Shall function without critical defects in the current and previous generally released versions of the Google Chrome web browser.

Mobile Apps

The Mobile Apps shall conform to the following levels of performance, where it is within the control of UrbanThings to ensure such conformance:

- Fully available with critical functionality for 99.5% of the time over the duration of the Term of this Agreement.
- Total number of crashes of most recently updated version represents less than 5% of all sessions over a rolling 30 day period.
- Average response time to user-initiated requests for Customer Service information and representations of Service Data to be less than 5000 milliseconds.
- Shall function without critical defects in the current and previous generally released mobile operating systems.

Customer Support

UrbanThings shall aim to resolve support problems raised by the Customer during Business Hours through the appropriate channel in a timely manner.

UrbanThings shall aim to respond in line with the following levels of service:

Severity of problem	First response	Resolution Plan
P1 – The ability to facilitate the supply of Customer Services is lost or severely degraded. A major component of the Applications, Mobile Apps or provision of Payment Processing Services is severely impacted.	1 hour	4 hours
P2 – UrbanThings is able to facilitate the supply of Customer Services, however a major component of the Applications, Mobile Apps or Payment Processing Services is severely impacted.	2 hours	8 hours
P3 - The Customer's core business is unaffected, but the issue is affecting efficient operation by one or more people. The supply or core functionality of technical	4 hours	16 hours

components of the Service may be impacted.			
P4 - The Customer's core business is unaffected, but the issue is an inconvenience. There are clear workarounds or alternatives in place.	8 hours	16 hours	
P5 – The issue is a background or planned task and will be addressed when time permits or on the planned date.	3 days	N/A	

Where resolution in these time frames is not possible, UrbanThings will resolve problems as soon as possible thereafter.

Mobile App User Support

Unless the Customer subscribes to a B2C support plan, Mobile App Users with support queries shall raise problems directly with the Customer in the first instance. The Customer shall process such queries and pass these on to UrbanThings only in cases where this is necessary for the resolution of the problem. ("Technical Escalation")

If the Customer subscribes to a B2C support plan, the provisions in this paragraph shall apply: UrbanThings shall accept support queries directly from Mobile App Users. These shall be handled via a ticketed, trackable system and accepted via channels including the Mobile App, email and a branded web page. A searchable web-based Knowledge Base may also be provided. Automated tools and responses may be used to direct queries to the most appropriate and relevant resolutions before escalation, if necessary, to a human operator.

UrbanThings shall aim to respond to support queries during Business Hours through the appropriate channel in line with the following levels of service:

Severity of problem	First response	Resolution Plan
P1 or P2	1 business day	2 business days
P3 or P4	2 business days	5 business days
P5	5 business days	N/A

Under the terms of this Agreement, UrbanThings shall process a maximum number of support tickets per calendar month in relation to queries from Mobile App Users as shown below.

B2C Support Plan	Max. Support Tickets (Technical Escalation via Customer)	Max Support Tickets (direct from Mobile App Users)
No plan	30 per month	None
Bronze Plan	N/A	50 per month
Silver Plan	N/A	100 per month
Gold Plan	N/A	200 per month