1. BASIS OF CONTRACT

Your order ("Order") constitutes an offer by you ("You" or the "Customer") to purchase from QRoutes Ltd ("Us", "We" or "QRoutes") a product subscription (including any trial) ("Subscription"), consultancy services ("Consultancy") or bespoke development ("Development") in accordance with these terms and conditions ("Conditions"). In these Conditions "Subscription", "Consultancy" and "Development" shall together and separately (as applicable) be referred to as "Services".

The Order shall be deemed to be accepted on the earlier of (1) the date We issue written acceptance of the Order and (2) the date You commence use of any of the Services, at which point and on which date the agreement between us for the supply of Services in accordance with these Conditions (the "Agreement") shall come into existence ("Commencement Date").

Unless We agree otherwise, these Conditions apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade, custom, practice or course of dealing.

2. SUBSCRIPTION SERVICES

2.1 We shall use commercially reasonable endeavours to make the Services available to You 24 hours a day, seven days a week, in accordance with the Service Level Agreement in Schedule 1.

2.2 The rights herein are granted to You only and are not granted to any subsidiary or holding company of yours.

3. SUBSCRIPTION USERS

3.1 You may authorize any of your employees, agents or independent contractors ("Authorised Users") to use the Services so long as it is solely for your internal business operations.

3.2 The number of Authorised Users who can access the Services at any one time is defined in the Subscription Confirmation Letter which We will issue to You, but can be increased at any time for the additional fee defined in the Subscription Confirmation Letter.

3.3 In relation to the Authorised Users, You undertake that:

3.3.1 the maximum number of Authorised Users that You authorise to access and use the Services and any related documentation shall not exceed the number of user subscriptions You have purchased from time to time;

3.3.2 You will not allow or suffer any user subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services; and

3.3.3 each Authorised User shall keep a secure password for their use of the Services and that each Authorised User shall keep their password confidential.

4. SUBSCRIPTION TERM

4.1 The Agreement (including, for the avoidance of doubt, any trial) commences on the Commencement Date and continues, unless terminated earlier in accordance with clause 9, for the period set out in the Subscription Confirmation Letter. No later than one month before the end of the initial term (or any renewal term agreed under this clause), We shall contact You to discuss the terms of any renewal term – including length of term, number of users and price and, if agreed, such terms shall be documented and the Agreement shall then continue for the agreed renewal term on the agreed terms. Where the parties do not agree the terms for a renewal the Agreement shall terminate automatically without notice at the end of the then current term.

5. YOUR DATA

"Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach", "processing" and "appropriate technical and organisational measures": as defined in the Data Protection Legislation.

"Data Protection Legislation": all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 ("DPA 2018") (and regulations made

thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

"Domestic Law": the law of the United Kingdom or a part of the United Kingdom.

"UK GDPR": has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

5.1 Both parties shall comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

5.2 The parties acknowledge that for the purposes of the Data Protection Legislation, You are the Controller and We are the Processor. Schedule 2 sets out the scope, nature and purpose of processing by Us, the duration of the processing and the types of Personal Data and categories of Data Subject.

5.3 Without prejudice to the generality of clause 5.1, You will ensure that You have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Us and/or lawful collection of the Personal Data by Us on your behalf for the duration and purposes of the Agreement.

5.4 Without prejudice to the generality of clause 5.1, We shall, in relation to any Personal Data processed in connection with the performance by Us of our obligations under the Agreement:

5.4.1 process that Personal Data only on your documented written instructions unless We are required by Domestic Law to otherwise process that Personal Data. Where We are relying on Domestic Law as the basis for processing Personal Data, We shall promptly notify You of this before performing the processing unless the Domestic Law prohibits Us from so notifying You;

5.4.2 ensure that We have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

5.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

5.4.4 not transfer any Personal Data outside of the United Kingdom or the European Economic Area, except where such transfer is permitted under applicable data protection laws, or unless your prior written consent has been obtained and the following conditions are fulfilled:

(i) You or We have provided appropriate safeguards in relation to the transfer;

(ii) the data subject has enforceable rights and effective legal remedies;

(iii) We comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(iv) We comply with reasonable instructions notified to Us in advance by You with respect to the processing of the Personal Data;

5.4.5 assist You, at your cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

5.4.6 notify You without undue delay on becoming aware of a Personal Data Breach;

5.4.7 at your written direction, delete or return Personal Data and copies thereof to You on termination of the Agreement unless required by Domestic Law to store the Personal Data; and

5.4.8 maintain complete and accurate records and information to demonstrate our compliance with this clause 5.4.

5.5 You consent to Us appointing consultants who have been vetted to security standard BS7858 to assist in the delivery of Services.

5.6 You consent to Us appointing the third-party processors listed in Schedule 2 as processors of Personal Data under the Agreement. We will not use any other third-party processors of Personal Data, other than as provided for in 5.5 and 5.6, without your written consent.

5.7 We confirm that we have entered, or (as the case may be) will enter with any third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 5 and which reflect, and will continue to reflect, the requirements of the Data Protection Legislation. As between You and Us, We shall remain fully liable for all acts or omissions of any third-party processor appointed by Us pursuant to these clauses 5.5, 5.6 and 5.7.

5.8 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or any documentation and, in the event of any such unauthorised access or use, promptly notify Us.

6. YOUR OBLIGATIONS

6.1 You shall not directly or indirectly reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services.

6.2 You shall not licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party. You shall not use the Services to provide services to third parties.

6.3 You are responsible for obtaining any equipment and/or ancillary services needed to access and use the Services.

6.4 You shall not access, store, distribute or transmit any viruses, or any material during the course of its use of the Services that:

6.4.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

6.4.2 facilitates illegal activity;

6.4.3 depicts sexually explicit images;

6.4.4 promotes violence;

6.4.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

6.4.6 is otherwise illegal or causes damage or injury to any person or property;

and We reserve the right, without liability or prejudice to our other rights to You, to disable your access to any material that breaches the provisions of this clause 6.

7. PROPRIETARY RIGHTS

7.1 You shall own all right, title and interest in and to your data, as well as any data that is based on or derived from your data and provided to You as part of the Services.

7.2 We shall own and retain all right, title and interest in the Services, all improvements, enhancements or modifications thereto, and in any software, applications, inventions or other technology developed in connection with the Services.

7.3 Notwithstanding anything to the contrary, We shall have the right to collect information relating to the provision, use and performance of the Services and We will be free to use such information (when aggregated and anonymised) to improve and enhance the Services.

8. CONFIDENTIALITY

8.1 Each party may be given access to business, technical, financial or any other information that is proprietary or confidential ("Confidential Information") from the other party in order to perform its obligations under the Agreement. A party's Confidential Information shall not be deemed to include information that: is or becomes publicly known other than through any act or omission of the receiving party; was in the other party's lawful possession before the disclosure; is lawfully disclosed to the receiving party by a third party without restriction on disclosure; is independently developed

by the receiving party; or is required to be disclosed by law or by any regulatory or administrative body.

8.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make it available to any third party, or use it for any purpose other than the implementation of the Agreement.

8.3 You acknowledge that details of, including the performance of, the Services constitute part of our Confidential Information.

9. TERMINATION

9.1 Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:

9.1.1 the other party fails to pay an amount due under the Agreement on the due date for payment and remains in default not less than five (5) days after being notified in writing to make such payment; or

9.1.2 the other party commits a material breach of any term of the Agreement and (if such breach is remediable) fails to remedy that breach within a period of ten (10) days after being notified in writing to do so.

9.2 All provisions which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, indemnity declarations and limitations of liability.

10. FEES

Fees include those defined in the Order, additional User fees (see clause 3.2) and Subscription renewal fees (see clause 4).

10.1 We reserve the right to change Subscription fees at the end of each term in accordance with the provisions of clause 4.1.

10.2 All fees are due within thirty (30) days of the date of invoice and are non-cancellable and non-refundable unless otherwise stated. Fees are exclusive of value added tax unless otherwise stated. If fees become overdue then interest shall accrue at an annual rate of 5% over the Bank of England rate and We may disable your access to the Services until the account is settled.

11. PUBLICITY

11.1 We may reference You by name as a subscriber to the Services, but without any other detail concerning your use of the Services, in any advertisement, news release, or publication without your consent.

11.2 You agree to reasonably cooperate with Us to serve as a reference account upon request.

12. SUPPLIER'S OBLIGATIONS

12.1 We shall perform the Services substantially in accordance with our Service Definition Document(s), provided to You prior to the placement of any Order and in any case available on our https://qroutes.co.uk website, and with reasonable skill and care.

12.2 Our obligations at clause 12.1shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to our instructions, or modification or alteration of the Services by any party other than Us or our duly authorised contractors or agents. If the Services do not conform with the terms of clause 12.1, We will, at our expense, use reasonable commercial endeavours to correct any such non-conformance promptly. Such correction constitutes Your sole and exclusive remedy for any breach of the undertaking set out in clause 12.1.

12.3 We:

12.3.1 do not warrant that:

12.3.1.1 your use of the Services will be uninterrupted or error-free; or

12.3.1.2 that the Services and/or the information obtained by You through the Services will meet your requirements;

12.3.2 are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and You acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

13. INDEMNITY

You shall defend, indemnify and hold Us harmless against claims, actions, proceedings, losses, damages, expenses and costs arising out of or in connection with your use of Services.

14. THIRD PARTY PROVIDERS

You acknowledge that the Services may enable or assist You to purchase products and services from third parties and that You do so solely at your own risk. We make no representation or commitment and shall have no liability or obligation whatsoever in relation to the correspondence with, transactions conducted, or any contract entered into by You, with any such third party.

15. LIMITATION OF LIABILITY

15.1 Subject to the provisions of clause 15.2, in no event shall We be liable for any special, incidental, indirect, consequential, punitive or exemplary damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the Services, whether based upon contract, warranty, tort, negligence, strict liability or otherwise, even if We have been advised of the possibility of such damages. In any event, under no circumstances shall We be liable for any loss, costs, expenses, or damages to You in an amount exceeding the fees (excluding VAT and other applicable taxes) actually paid to Us by You over the previous twelve (12) months.

15.2 Nothing in this Agreement excludes liability for death or personal injury caused by negligence, for fraud, fraudulent misrepresentation or any other matter where it would be unlawful to exclude or limit liability.

16. ASSIGNMENT

You shall not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

17. MISCELLANEOUS

17.1 **Force Majeure.** We shall have no liability to You under the Agreement if We are prevented from or delayed in performing our obligations under the Agreement by acts, events, omissions or accidents beyond our reasonable control.

17.2 **Severance.** If any provision (or part of a provision) of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

17.3 **Entire Agreement**. The Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous agreement between them relating to the subject matter they cover.

17.4 **No Partnership or Agency**. Nothing in the Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other.

17.5 **Third Party Rights.** These Conditions expressly exclude any rights granted to a third party under the Contracts (Rights of Third Parties) Act 1999.

17.6 **Governing Law.** The Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation are governed by, and construed in accordance with, the law of England and Wales and the courts of England and Wales shall have jurisdiction to settle any dispute or claim.

SCHEDULE 1: SERVICE LEVEL AGREEMENT

This Service Level Agreement details the availability of QRoutes' subscription services, the support available for users of those services, and the remedies available to customers if service performance falls below the level committed hereto.

1. Service Availability

1.1 Uptime Commitment

QRoutes aims to provide **99.5% monthly uptime**, excluding scheduled maintenance and force majeure events. Uptime is defined as the percentage of total minutes in a calendar month during which the service is available and functioning as intended.

1.2 Scheduled Maintenance

Scheduled maintenance will be performed either:

a) between 10:00 pm and 02:00 am UK time, or

b) between 08:00 pm and 08:00 am UK time provided that QRoutes has used reasonable endeavours to provide users notice of such at least one (1) business day in advance.

2. Support Services

Subscription services contain in-application help. Customers may also initiate a helpdesk ticket by electronic mail to support@qroutes.co.uk or via the in-application help at any time.

3. Incident Severity Levels

QRoutes categorise and respond to support tickets as follows:

Severity	Description	Initial Response	Target Resolution
1 – Critical	Service unavailable for all users	1 hour	4 hours
2 – High	Service is severely degraded	4 hours	1 business day
3 – Medium	Service is impaired	1 business day	7 business days
4 – Normal	Little impact, workaround available	1 business day	1 month
5 – Low	No service impact	1 business day	Next release

4. Service Credits

Customers are eligible for service credits if the monthly uptime falls below the committed levels:

Monthly uptime	Credit
< 99.5% and ≥ 98.5%	5% of monthly fee
< 98.5%	10% of monthly fee

- Credits must be requested within thirty (30) days of the affected month.
- Maximum credit per month: 10%.
- Credits apply to future invoices only.
    - If the Agreement terminates before credits can be applied, the Customer may request a refund equivalent to the credit amount.

SCHEDULE 2: PROCESSING PERSONAL DATA

1. Processing by QRoutes

1.1 Scope

QRoutes applications process multiple individual journey requirements to produce transport plans. The plans may be a set of vehicle routes with scheduled pick-up and drop-off points for each individual and/or walking routes for each individual to reach a specified destination.

1.2 Nature

The Customer can interact with QRoutes applications in three ways:

1. **File processing**. The user uploads a set of journey requirements to the QRoutes cloud-based application (data transmission and storage), uses the application to process the data (automated data use) and downloads any resulting transport plan (data transmission).
2. **File storage**. The user chooses to store and manage journey requirements and/or transport plans in QRoutes' cloud storage (data transmission and storage).
3. **Delegated processing**. The user shares a set of journey requirements with QRoutes via a designated data sharing location (data transmission and storage), enabling QRoutes staff to examine and process the data (automated data use) and to share any resulting transport plan with the Customer (storage and data transmission).

1.3 Purpose of the processing

With respect to the three use cases of 1.2:

1. **File processing**. The purpose of the processing is to create transport plans that best meet the Customer's objectives. Those objectives – such as minimising the number of vehicles required, minimising total distance travelled, minimising journey time, and/or minimising walking distance - can be configured within the QRoutes applications.
2. **File storage**. The purpose of the processing is to retain team-accessible, version-controlled copies of transport plans between user planning sessions. An additional purpose may be to provide plan access to Customer approved third parties, such as transport operators.
3. **Delegated processing**. The purpose of the processing may include creating transport plans on behalf of the Customer (consultancy), demonstrating the application to the Customer, assisting with training of the Customer's staff, or reproducing Customer reported issues to support bug fixing or feature development.

1.4 Duration of the processing

With respect to the three use cases of 1.2:

1. **File processing**. Processing lasts only for the duration of the user's session in the QRoutes application. The applications do not store Customer data persistently and neither QRoutes staff nor any other user can access Customer data during the user's session.
2. **File storage**. QRoutes will permanently delete any stored Customer data within one week of either a) receipt of the Customer's written instruction to delete the data, or b) the Customer no longer holding an active QRoutes product subscription.
3. **Delegated processing**. QRoutes will begin processing the Customer data within one month of receiving both the Customer data and the Customer's written instructions. QRoutes will permanently delete all original and processed Customer data within one week of either a) receipt of the Customer's written instruction to delete the data, or b) (for a product subscription Customer) the Customer no longer holding an active QRoutes product subscription, or c) (for a consultancy Customer) receipt of the Customer's written confirmation that the delegated processing is complete, or d) in any case, the yearly anniversary of the receipt of the original data.

2 Types of personal data

QRoutes may process the following personal data:

- First and last name

- Address (e.g., house name/number, street, locality, town, county, postcode)
- Special mobility requirements (e.g. wheelchair use)
- Date of birth
- Year of education

3 Categories of data subject

Data subjects include:

- Individuals for whom the Customer is planning transport (e.g. students)
- Passenger assistants who need to accompany passengers and/or travel in specific vehicles

4 Third-party processors

QRoutes may use the following third-party processors in the delivery of its services:

- **iomart Managed Services Limited** (UK company number SC275629), 6 Atlantic Quay, 55 Robertson Street, Glasgow G2 8JD. QRoutes uses iomart's (https://iomart.com) UK-based data centres to host its product subscription software.
- **MassiveGRID Limited** (UK company number 10200892), 16 Beaufort Court, Admirals Way, Docklands, London, E14 9XL. QRoutes uses MassiveGRID's (https://www.massivegrid.com) UK-based data centres to perform algorithmic computations when its principal data centres are in high demand. Only data derived from Personal Data is processed by MassiveGRID.
- **Microsoft Limited** (UK company number 01624297), Microsoft Campus, Thames Valley Park, Reading, RG6 1WG. QRoutes uses Microsoft's (https://azure.microsoft.com) UK-based data centres to both host its product subscription software and store Customer data (see the File storage and Delegated processing use cases in 1.2).
- **Ordnance Survey Limited** (UK company number 09121572), Explorer House, Adanac Drive, Southampton SO16 0AS. QRoutes uses an Ordnance Survey (https://ordnancesurvey.co.uk) API to identify, and provide geospatial co-ordinates for, UK property addresses. The only Personal Data conveyed to the API is the address of an individual for whom transport is being considered.