V4

2022

MANAGED SERVICES AGREEMENT

between

PLACR LIMITED

and

THE REGISTERED SERVICES USER

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SERVICES AGREEMENT

THIS AGREEMENT is made on the date that the Registered Services User signed up to TransportAPI at https://developer.transportapi.com and is made

BETWEEN:

(1)   **PLACR LIMITED** incorporated and registered in England and Wales with company number 06528765, whose registered office is at Knoll House, Knoll Road, Camberley, Surrey GU15 3SY ("**PLACR**"); and

(2)   **THE REGISTERED SERVICES USER** who signed up to the TransportAPI services at https://developer.transportapi.com

each a "**Party**" and together the "**Parties**".

RECITALS:

(A)   Whereas PLACR has special expertise in the supply of transport Data and Software from its TransportAPI Managed Services, and the Registered Services User has a requirement within its website and native apps, customer information systems and internal systems that can be met by the TransportAPI Managed Services

(B)   The Parties wish to conclude this Agreement as defined below.

NOW IT IS HEREBY AGREED as follows:

1   DEFINITIONS

1.1   In this document the following words shall have the following meanings:

"**Agreement**" means these terms and conditions together with:
- Schedule 1 Scope of Work;
- Schedule 2 Service Specification;
- Schedule 3 Service Level Agreement; and
- Schedule 4 TransportAPI Licence.

"**Data**" means transport data supplied through the TransportAPI Managed services to the Registered Services User under this Agreement.

"**Data Protection Legislation**" means, for the periods in which they are in force, the Data Protection Act 1998, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), the the General Data Protection Regulations (Regulation (EU) 2016/679), the UK GDPR and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case as amended or substituted from time to time);

"**Effective date**" shall mean the date when the Registered Services User signed up to the TransportAPI Services

"**Hits**" has the meaning set out in Schedule 2 Service specification and the TransportAPI Licence.

"**Intellectual Property Rights**" shall have the meaning set out in clause 12 of this Agreement.

"**Managed Service**" shall mean the delivery of specified Data through the Software

"**Plan**" shall mean an access scheme with prices and volumes of Data available for selection on the dashboard at https://developer.transportapi.com.

"**Product Definition**" shall mean the specification and/or documentation of a TransportAPI Managed Service.

"**Scope of Work**" means the scope of work set out in Schedule 1 of this Agreement.

"**Services**" means TransportAPI Managed Services and any other services supplied by PLACR to the Registered Services User under this Agreement as specified in the Plan you have selected on your dashboard at https://developer.transportapi.com.

"**Service Specification**" means the outline set of Product Definitions for the TransportAPI Managed Services supplied by PLACR to the Registered Services User under this Agreement and set out in Schedule 2.

"**SLA**" means the service level agreement set out at Schedule 3.

"**Software**" means executable code, database design and user interface displays which are used to provide the TransportAPI Managed Services and supplied to the Registered Services User by PLACR under this Agreement.

"**Support**" means any maintenance or support provided by PLACR to the Registered Services User, as detailed in Schedule 1 (Scope of Work section E2).

"**Term**" shall be deemed to commence on the Effective Date and shall remain in force until terminated by the Registered Service User or at PLACR's absolute discretion, or in accordance with the terms set out herein.

"**TransportAPI Licence**" means the licence to use the TransportAPI Managed Services, as set out in Schedule 4 of this Agreement.

"**TransportAPI Managed Services**" means the platform for transport Data and Software delivery developed and managed by PLACR on the website 'TransportAPI.com'.

"**The Registered Services User Sites**" means the Registered Services User websites, any Registered Services User digital service, any Registered Services User mobile apps and any other online services

operated or supported by the Registered Services User.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.8 A reference to writing or written includes communications via email.

1.9 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 GENERAL

2.1 This Agreement shall govern the supply of:

2.1.1 the TransportAPI Managed Services to be accessed and used by the Registered Services User Sites;

2.1.2 Software to enable access to the TransportAPI Managed Services;

2.1.3 Data to be accessed and used by the Registered Services User Sites;

2.1.4 Any Support to be provided to the Registered Services User by PLACR in accordance with the Scope of Work; and

2.1.5 any other Services provided by PLACR to the Registered Services User.

2.2 This Agreement shall be deemed to commence on the Effective Date and shall continue in force for the duration of the Term.

3 CHARGES AND PAYMENT

3.1 PLACR shall be paid by the Registered Services User for:
- Access to the TransportAPI Managed Services to make requests for Data, as specified in Schedule 1 Scope of Work Section E6;
- The right to use the Data in the response from TransportAPI Managed Services as set out in the TransportAPI Licence in Schedule 4
- Any Support as specified in Schedule 1 Scope of Work Section E6;
- Any other Services during the Term as specified in Schedule 1 Scope of Work

3.2 The Registered Services User shall be obliged to pay the charges for the Services in 3.1 according to the payment schedule in Scope of Work Section E7.

3.3 Payment shall be made through the billing section of the dashboard at https://developer.transportapi.com by card.

3.4 PLACR shall be entitled to charge interest on overdue payments from the date when payment becomes due until the date of payment at the interest rate of 2% per annum above the base rate of the Bank of England.

4 PLACR'S OBLIGATIONS

4.1 PLACR shall:

4.1.1 provide the Services in accordance with this Agreement and all applicable laws and at all times using all reasonable skill and care and keep the Managed Services running effectively in accordance with the SLA and respond to issues as specified under any Support arrangements as specified in the Scope of Work

4.1.2 give as much notice as possible when PLACR intends to change the TransportAPI Managed services (or any part thereof) to the Registered Services User.

5 CUSTOMER OBLIGATIONS

5.1 The Registered Services User shall register for the use of TransportAPI and keep their details up to date according to the procedures in the Licence in Schedule 4.

5.2 The Registered Services User shall acknowledge TransportAPI as the source of any service created using Data from TransportAPI, and shall inform TransportAPI through the messaging on their account of any public-facing services are created based on TransportAPI.

6 ALTERATIONS TO THE SCOPE OF WORK

The Parties may at any time mutually agree upon and execute a new Scope of Work. Any alterations in the scope of Services to be provided under this Agreement shall be set out in a modified Scope of Work approved by the Registered Services User in writing, which shall reflect the changed Services and fees and any other terms agreed between the Parties.

7 WARRANTY

7.1 PLACR warrants that (i) the Services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices and (ii) Services shall conform to the Service Specification, Scope of Work and other requirements of this Agreement and shall be free from defects of workmanship.

7.2 PLACR further warrants that the Services provided through the TransportAPI Managed Services shall conform to the standards set out in the TransportAPI Licence.

7.3 Each Party warrants to the other Party that:

7.3.1 it has the authority to enter into this Agreement; and

7.3.2 as a corporate entity, the relevant authorised representative of the corporate entity has approval to enter into this Agreement.

8 LIMITATION OF LIABILITY

8.1 Except in respect of death or personal injury caused by a Party's negligence or fraud or fraudulent misrepresentation or anything else which cannot be limited or excluded by law to which no limit applies, the entire liability of each Party to the other Party in respect of any claim whatsoever relating to this Agreement, whether or not arising out of breach of contract, tort (including negligence), breach of statutory duty or otherwise, shall, subject to clause 8.2, be limited to 100% of the total charges paid or payable by the Registered Services User under this Agreement.

8.2 Nothing in these Terms and Conditions shall exclude or limit PLACR's liability for death or personal injury resulting from PLACR's negligence or that of its employees, agents or sub-contractors.

8.3 In no event shall either Party be liable to the other Party for any indirect or consequential loss or damage whatsoever.

9 ANTI-BRIBERY

9.1 Neither Party shall, and shall procure that no party acting on its behalf shall, offer or give or agree to give any employee, agent or other person acting on behalf of the other Party, or any third party, any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or having done or having refrained from doing an act in relation to the obtaining or performance of this or any other contract

with the other Party or showing or refraining from showing favour or disfavour to any person or organisation in relation to this or any such contract in contravention of the Bribery Act 2010.

9.2 Without prejudice to the generality of the foregoing, the Registered Service User and PLACR shall:

9.2.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including, without limitation, the Bribery Act 2010 ("Relevant Requirements");

9.2.2 have and shall maintain in place throughout the Term policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate; and

9.2.3 promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement.

9.3 PLACR shall ensure that any person associated with PLACR who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on PLACR in this clause 9 ("Relevant Terms"). PLACR shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to the Registered Service User for any breach by such persons of any of the Relevant Terms.

9.4 For the purpose of this clause 9, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with the Bribery Act 2010 (and any guidance issued under section 9 of that Act). Without prejudice to the generality of the foregoing, a person associated with either party includes but is not limited to any subcontractor of that party.

9.5 Breach of this clause 9 shall be deemed a material breach which is not capable of remedy for the purposes of clause 11.1.2 of this Agreement.

10 DISPUTE RESOLUTION

10.1 The Parties shall use reasonable endeavours to negotiate the settlement to any claim or dispute arising between them out of or in connection with this Agreement.

10.2 If the Parties fail to resolve the claim or dispute within thirty (30) days of the start of negotiations under clause 10.1, then the claim or dispute must be referred to the senior executives of both the Registered Services User and PLACR who will, within fourteen (14) days of such referral meet to seek to resolve the claim or dispute within fourteen (14) days of that meeting by negotiation in good faith.

10.3 If the Parties fail to resolve the claim or dispute in accordance with the procedures at clauses 10.1 and 10.2, then provided always that mediation is agreed to by both Parties, the Parties willuse reasonable endeavours to resolve that dispute through mediation under the auspices of the Centre for Effective Dispute Resolution. For the avoidance of doubt, the Parties are not obligated to use mediation to resolve a claim or dispute under this Agrement.

10.4 The mediator and the procedure to be followed in the mediation shall be agreed between the Parties within fifteen (15) days of the Parties agreeing to use mediation, failing which the mediator shall be appointed by the Centre for Effective Dispute Resolution and the procedure established by them.

10.5 The costs and fees associated with the mediation shall be borne equally by the Parties.

10.6 If the dispute has not been resolved within sixty (60) days of the appointment of a mediator, or if either Party does not agree to mediation or withdraws from the mediation, then the dispute may be referred to litigation

and the Parties will be free to pursue their remedies without further reference to this clause 10.

11 TERMINATION

11.1 Without affecting any other right or remedy available to it, PLACR or may terminate this Agreement immediately by notice in writing to the Registered Service User if:

11.1.1 the Registered Service User commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within thirty (30) calendar days of being given written notice by PLACR to do so;

11.1.2 the Registered Service User commits a material breach of this Agreement which cannot be remedied;

11.1.3 the Registered Service User passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;

11.1.4 the Registered Service User ceases to carry on its business or substantially the whole of its business; or

11.1.5 the Registered Service User is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

11.2 The Registered Service User may terminate this Agreement at any time on the on the dashboard at https://developer.transportapi.com.

12 INTELLECTUAL PROPERTY RIGHTS

12.1 For the purpose of this Agreement, "**Intellectual Property Rights**" shall mean all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

12.2 The majority of the Data supplied from the TransportAPI Managed Services is sourced from open data published by government agencies or partners on a modified Open Government Licence. As such this open data is supplied to the Registered Services User for any purpose of commercial and non-commercial re-use under the rights in the TransportAPI Licence. Where Data is sourced from commercial partners, the commercially licenced Data is also licenced to the Registered Services User under the TransportAPI Licence.

12.3 The Registered Services User acknowledges that:

12.3.1 all Intellectual Property Rights in the TransportAPI Managed Services are the property of PLACR;

12.3.2 The Registered Services User has rights to access, re-use and retain the Data as set out in the TransportAPI Licence;

12.3.3 any Intellectual Property Rights created by the Registered Services User processing of the Data for re-use shall belong to the Registered Services User.

12.4 Any display of the Data or Content by the Registered Services User shall credit, wherever technically and commercially feasible, us, any licensor or any other source of the Content and Data specified by us at https://www.transportapi.com/credits/ as the source of the Content and Data.

12.5 PLACR represents and warrants that it has the free, clear and absolute right to the Intellectual Property Rights in the Services (or any part thereof) as specified in this Agreement, and has obtained and possesses

the full waiver of any and all moral rights which may be held by all creators of the Services (or any part thereof), including employees or contractors.

12.6 The Registered Services User acknowledge that reference in any element of the Data to PLACR's trade names or proprietary products where no specific acknowledgement of such names or products is made does not imply that such names or products may be regarded by the Registered Services User as free for general use, outside the scope of the use authorised by this Agreement.

13 CONFIDENTIAL INFORMATION

13.1 For the purposes of this Agreement "Confidential Information" shall include all confidential information (however recorded or preserved) disclosed by a Party to this Agreement or its employees, officers, representatives, advisers or sub contractors involved in the provision or receipt of the Services in connection with this Agreement to the other Party or any of its employees, officers, representatives, advisers or sub-contractors (excluding the Data supplied by PLACR through the TransportAPI Managed Service) concerning:

13.1.1 any information that would be regarded as confidential by a reasonable business person including, without limit, any information of a confidential nature relating to:

13.1.1.1 the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party; and

13.1.1.2 the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); and

13.1.2 any information which is either labelled as confidential or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure.

13.2 Each Party shall keep the other party's Confidential Information confidential and shall not:

13.2.1 use any Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement; or

13.2.2 disclose any Confidential Information in whole or in part to any third party, except as expressly permitted by this Agreement.

13.3 A Party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction or by the rules of any recognised stock exchange on which it or any member of its group's shares are listed provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible.

13.4 Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information, other than those expressly stated in this Agreement, are granted to the other Party, or are to be implied from this Agreement.

13.5 The provisions of this clause shall continue to apply for a period of 3 years after termination of this Agreement.

14 DATA PROTECTION

14.1 Each Party shall be a data controller (as such term us defined in the Data Protection Legislation) and shall comply with their obligations in the Data Protection Legislation.

14.2 Each Party shall indemnify the other for any loss, cost, claim or expense arising as a result of that Party breaching the Data Protection Legislation.

14.3 The Registered Services User warrants that:

14.1.1 all relevant data subjects whose personal data (such as name, location, IP address or details of request made) has been supplied to PLACR in connection with this

Agreement whether organisational or end users, have given their informed consent for us to:

14.1.1.1 process the personal data for all purposes ancillary to performing the obligations under this Agreement;

14.1.1.2 retain such personal data for as long as is necessary for the purpose for which it was collected as set out in our Privacy Policy at http://www.transportapi.com/privacy/.

15 MODERN SLAVERY

15.1 PLACR shall:

15.1.1 comply with all applicable laws, statutes and regulations relating to modern slavery, including the Modern Slavery Act 2015 and shall have and maintain due diligence procedures for its own suppliers, permitted subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains (the "Relevant Requirements");

15.3 Breach of this clause 15 shall be a material breach which is not capable of remedy for the purposes of clause 11.1.2 of this Agreement.

16 FORCE MAJEURE

Neither Party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control (including but not limited to acts of God, pandemics, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications or Internet carrier but excluding the delay or failure in manufacture, production, or supply by its third party suppliers or contractors of equipment or services) but shall not include a circumstance or event outside a Party's reasonable control where the relevant Party asserting force majeure has failed to take reasonable steps to mitigate the risks of such event or circumstances. The Party claiming force majeure shall be entitled to a reasonable extension of its obligations after notifying the other Party of the nature and extent of such events.

17 INDEPENDENT CONTRACTORS

PLACR and the Registered Services User are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both Parties.

18 NOT USED

19 SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

20 WAIVER

The failure by either Party to enforce at any time or for any period any one or more of the terms herein shall not be a waiver of them or of the right at any time subsequently to enforce all terms of this Agreement.

21 NOTICES

Any notice to be given by either Party to the other may be served by email or by recorded post to the address of the other party given in this Agreement or such other address as such Party may from time to time have communicated to the other in writing, and if sent by by hand shall be deemed to have been served at the time at which the notice was delivered personally or if sent

by recorded post shall be deemed to have been delivered two (2) working days from the date of posting.

22   ENTIRE AGREEMENT AND VARIATION

This Agreement contains the entire agreement between the Parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a written document signed by both Parties.

23   NO THIRD PARTIES

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

24   GOVERNING LAW AND JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

The Registered Services User indicates by providing a valid payment method in the dashboard at https://developer.transportapi.com that they are willing to be bound by the terms of this Agreement and PLACR agrees that by accepting a valid payment authority it is willing to be bound by the terms of this Agreement.

Schedule 1: Scope of Work

Services offered under this Agreement

A   Key features of the Services

•   Defined set of TransportAPI Managed services associated with each Plan listed in this Schedule 1;
•   Data sources offered by TransportAPI Managed services as in Schedule 2;
•   Free Product upgrades for Managed Services;
Further details of these key features are in the detailed specifications of the Services below in section E.

B Offer schedule

The Services will be offered during the Term.

C Product upgrades

Any general upgrades to the TransportAPI Managed services released during the contract Term are included in the Services offered in this Agreement.

D Not used

E Detailed specifications for the Services

E1 Product deliverables

E1.1 TransportAPI Managed services

The Managed Services available on TransportAPI are those listed from time to time on https://developer.transportapi.com/.

E1.2 Managed Services

The TransportAPI Managed services to be delivered under this Agreement within each Plan are detailed on the dashboard at https://developer.transportapi.com and are listed in Schedule 2. No more than the following number of requests can be used under each Plan as follows:
- Home user plan: 300 per day
- Business Package plan: 31,000 requests per month

E1.3 Premium data

Certain premium TransportAPI Managed services are not available in the Plans in this Agreement and detailed on https://developer.transportapi.com/, and they must be procured separately.

E2 Support deliverables

Basic support includes maintenance of the Managed Service to the delivery specified in the Service Level Agreement in Schedule 3. PLACR will make best efforts to resolve any outages within its internal systems to maintain the SLA, excluding outages in 3rd party upstream systems where we will notify and seek restoration of service as soon as possible.

E3 Not used

E4 Not used

E5 Government open data services

For national open data services including Darwin, TRUST, NextBuses, TfL, Bus Open Data Service, NOC and NaPTAN sources, it is a prerequisite for the delivery of this Agreement that these sources remain freely available on Open Government Licence and can scale at the same speed as the demand as the TransportAPI service.

E6 Charges

E6.1 Charges will be:

Managed service delivery	Charges
E1.2 Delivery of the following: - **Home User Plan**: - Included requests= 300 per day	£10 setup fee incl VAT £5 per month incl VAT
- **Business package Plan**: - Available requests= PAYG up to 31,000 per month	£10 setup fee excl. VAT £10 standing charge per month excl. VAT Pay As You Go Request rates excl. VAT: - £0.00223 per request 1-9999 requests - £0.00194 per request 10,000- 24,999 requests - £0.00169 per request 25,000- 31,000 requests
E2 Basic support per month as specified in Section E2	INCLUDED

E7 Payment

A payment method must be entered in the billing area of the dashboard at https://developer.transportapi.com/ before delivery of the Services can begin. Once a payment method is available it will be invoiced on 1st of each month following delivery and payment will be taken on the 5th of that month.

E8 Delivery schedule

The Services will be made available on the date when the Registered Services User signed up to the TransportAPI Services and entered their payment method.

E9 Addresses

The Registered Services User notices address:
Email address given by the Registered Services User when registering with TransportAPI

PLACR notices address:
Email: accounts@transportapi.com

Schedule 2: Service Specification

Listing of Managed Services available from TransportAPI for the following user Plans. Product definitions for the endpoints provided within the Managed Services are available at http://docs.transportapi.com/.

TransportAPI Managed Services to be supplied under this Agreement
The following Managed Services features shall be made available as part of the Registered Service User's access scheme ("Plan"). Requests are measured by TransportAPI's 3Scale API management system and 1 request equals 1 hit for all Managed services.

Home user plan

Managed Service	Endpoints	Enabled	Hit tariff
Bus Information	/bus/stop/timetable	yes	1 per request
	/bus/route/timetable	yes	1 per request
	/bus/stop/live	yes	1 per request
	/bus/services	yes	1 per request
	/bus/operators	yes	1 per request
	/bus/routes	yes	1 per request
Places	/places	yes	1 per request
Rail Information	/train/station/timetable	yes	1 per request
	/train/service/timetable	yes	1 per request
	/train/station/live	yes	1 per request

Business package plan

Managed Service	Endpoints	Enabled	Hit tariff
Bus Information	/bus/stop/timetable	yes	1 per request
	/bus/route/timetable	yes	1 per request
	/bus/stop/live	yes	1 per request
	/bus/services	yes	1 per request
	/bus/operators	yes	1 per request
	/bus/routes	yes	1 per request
	/bus/edges	yes	1 per request
	bus/stop_timetables/	yes	1 per request
Places	/places	yes	1 per request
Rail Information	/train/station/timetable	yes	1 per request
	/train/service/timetable	yes	1 per request
	/train/station/live	yes	1 per request

Schedule 3

Service Level Agreement

1. PLACR shall provide the TransportAPI Managed Services in accordance with this SLA.

2. This SLA shall cover the Managed Service endpoints listed in the metrics list in this Schedule 3 (the "**Metrics List**").

3. PLACR shall provide services via TransportAPI Managed Services with a high degree of continuity and responsiveness as set out in this SLA. This SLA covers the fulfilment of syntactically correct responses from TransportAPI Managed Services and does not guarantee semantic completeness as Data is delivered 'as is' from upstream sources.

4. The availability and responsiveness of TransportAPI Managed Services is measured independently by http://pingdom.com/ from its UK servers.

5. This SLA shall be offered on Uptime (as defined below) and Response Time (as defined below) when averaged over the previous 30 days, as assessed at 12 noon on the first day of a calendar month, excluding outages or poor performance from upstream sources.

6. PLACR shall pay rebates on the fees paid or to be paid under this Agreement if specified in **Service Credits** below when:
    6.1. the average availability ("**Uptime**") of an endpoint (as measured every minute over a calendar month at a representative endpoint) falls below the percentage stated for each metric in the Metrics List;
    6.2. the average response time ("**Response Time**) of an endpoint (as measured every minute over a calendar month at a representative endpoint) rises above the value stated for each metric in the Metrics List.

Metrics List

TAPI Bus Information Managed Service
/bus/stop/timetable endpoint
Average uptime= 99.9%
Average response time=1000 ms

TAPI Bus Information Managed Service
/bus/stop/live endpoint
Average uptime= 99.9%
Average response time=2000 ms

TAPI Rail Information Managed Service
/train/station/timetable endpoint
Average uptime= 99.9%
Average response time=1000 ms

TAPI Rail Information Managed Service
/train/station/live endpoint
Average uptime= 99.9%
Average response time=1000 ms

TAPI Places Managed Service
/places endpoint
Average uptime= 99.9%
Average response time=1000 ms

Service credits

Service credits will be paid if performance in last 30 days fails any of the above Metrics List, when measured at noon on the first day of every month in the following amounts:
- 5% of monthly charges if performance is between 95% - 99.9%
- 10% of monthly charges if performance is between 80% - 95%
- 25% of monthly charges if performance is less than 80%
Service credits shall apply to the charges detailed in Section E6 in the following month.

Service credits shall be aggregated on monthly basis and will be shown as a deduction from the amount due from the Registered Services User to PLACR in the next invoice then due to be issued under the Agreement.

Schedule 4

TRANSPORTAPI LICENCE

Use of the TransportAPI Managed services is strictly subject to this TransportAPI Licence.

1. REGISTERING FOR ACCESS

1.1. The Registered Services User employees, agents and subcontractors ("**Authorised Users**") (for and on behalf of a Registered Services User) must register to use Software and Data from the TransportAPI Managed services individually. The first Authorised User to register by completing a registration form ("**Registration Form**") must be initially designated a user with administrative privileges ("Administrative user") to register other users from the Registered Services User. Each subsequent Authorised User must respond to an invitation to use the TransportAPI Managed services from the Administrative user by completing a registration form within the Registered Services User account ("**Account**"). Each Authorised User will need an email address to validate their online identity when registering on the TransportAPI Managed services. Once an Authorised User has registered within the Registered Services User Account they will be able to read the Registered Services User API credentials as determined by the Administrative user.

1.2. In order to use TransportAPI Managed services to request Data from the TransportAPI Managed services, each Authorised User must add API credentials consisting of the Application ID and Application key to their requests for Data as per the provisions in clause 3 of this Licence. The Registered Services User may create as many access channels ("**Applications**") within the Registered Services User's Account as the Registered Services User needs to differentiate the Registered Services User's usage for different purposes and by different Authorised Users.

1.3. The Registered Services User warrant that:

1.3.1. at the time the Authorised User completes a Registration Form the details are complete, accurate and not misleading; and

1.3.2. while any of the Authorised Users continue to use the TransportAPI Managed services, the Authorised User shall keep PLACR informed in the event that any details on the Registration Form change by updating their details on the TransportAPI Managed services Account.

1.4. In the event that PLACR vary the process by which access to the TransportAPI Managed services is granted each Authorised User may be required to complete a revised Registration Form. Failure to complete a revised Registration Form may result in the suspension of the Services to that Authorised User.

2. LICENCE

2.1. In consideration of the charges set out in the Scope of Work, PLACR shall grant to the Registered Services User a non-exclusive, non-transferable, revocable, licence for any purpose of commercial or non-commercial re-use, by the Registered Services User, during the Term only, subject to the user restrictions in clause 2.4, in order to:

2.1.1. access and use the TransportAPI Managed services according to the product descriptions in the Service Specification;

2.1.2. access, use, copy and display Data from the TransportAPI Managed services on any device (whether used and/or operated by the Registered Services User or a customer of the Registered Services User);

2.1.3. store and cache Data from the TransportAPI Managed services on any device (whether used and/or operated by the Registered Services User or a customer of the Registered Services User) for any period of time;

2.1.4. process Data from the TransportAPI Managed services and combine it with any other information.

2.2. Except as expressly provided in this TransportAPI Licence, the Registered Services User shall not (and shall not permit any third party to):

2.2.1. remove any acknowledgement or disclaimer in Data from the TransportAPI Managed services;

2.2.2. unless otherwise permitted by applicable law, reverse engineer, decompile, disassemble, modify or adapt the Software in whole or in part;

2.2.3. assign or novate the benefit or burden of this TransportAPI Licence in whole or in part;

2.2.4. allow the Software to become the subject of any charge, lien or encumbrance;

2.2.5. misuse the TransportAPI Managed Services by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or inhibits the normal operation of the TransportAPI Managed services;

2.2.6. knowingly attempt to gain unauthorised access to the Software, including the servers on which TransportAPI Managed services are running;

2.2.7. knowingly attack the TransportAPI Managed services via a denial-of-service attack or a distributed denial-of service attack.

2.3. As provided for in this TransportAPI Licence, the Registered Services User shall:

2.3.1. Ensure that organisational usage shall be managed by an Account Authorised User with administrative responsibilities who can create and revoke user access as individual employees join and leave the organisation;

2.3.2. comply with the User Restrictions at all times;

2.3.3. ensure that the Data is deployed through the Registered Services User Sites and/or the end users' devices;

2.3.4. keep a complete and accurate record of the Registered Services User Sites;

2.3.5. maintain the confidentiality and security of Authorised Users' credentials at all times in accordance with clause 5.1 and notify us as soon as reasonably practicable after the Registered Services User become aware of any unauthorised use or misuse of the TransportAPI Managed services;

2.3.6. display "source: http://transportapi.com/" within the Registered Services User's service (for example, on an "about" screen) so that it is clear that the Data is derived from TransportAPI;

2.3.7. retain any analytics or authentication code placed in the Data by PLACR;

2.3.8. inform PLACR in writing if the Registered Services User receives any complaint or claim in respect of the Data .

2.4. The Registered Services User shall further comply with the following User Restrictions:

2.4.1. limit access to the TransportAPI Managed services to Authorised Users;

2.4.2. ensure that the number of Authorised Users will not exceed 5 users or the number as notified to the Registered Services User by us in writing, whichever is the higher;

2.4.3. not use the TransportAPI Managed services for any purpose contrary to any law or regulation or any regulatory code, guidance or request;

2.4.4. not knowingly do anything which may damage our reputation, the TransportAPI Managed services, including by way of using the TransportAPI Managed services (wholly or in part) in any manner that breaches the laws of England and Wales.

3. MANAGEMENT OF TRANSPORTAPI MANAGED SERVICES USAGE

3.1. This TransportAPI Licence requires that all usage be identified by the Registered Services User's access credentials (Application ID and key) and controlled by the Registered Services User's access scheme ("**Plan**").

3.2. The Plan offered under this Agreement detailing the Managed services included in this offer will be defined in Schedule 2.

3.2.1. The Registered Services User must access TransportAPI Managed services by reading data from a URL ("**Request**") listed in the documentation at https://docs.transportapi.com/or as advised by us in writing.

3.2.2. Each Request will consume a certain number of credits ("**Hits**") as listed in Schedule 2 or as advised by us in writing.

3.2.3. Schedule 1 defines the maximum number of Hits ("**Quota**") the Registered Services User can use from each TransportAPI Managed service during a specified period.

3.2.4. Hits shall be counted towards the Quota defined in Schedule 1 when a request bearing the Application ID and key associated with the Registered Services

User's Account is received by the TransportAPI Managed services, with the exception of requests for authentication.

3.3. PLACR shall keep the Registered Services User informed about the Registered Services User's Hits usage through the Registered Services User's TransportAPI Managed services account and by email. the Registered Services User may access the TransportAPI Managed services portal to review usage at any time via http://developer.transportapi.com/.

4. SUSPENSION OR CESSATION OF SERVICES

4.1. In addition to PLACR's right to terminate under clause 11 of the Agreement, PLACR may suspend the Registered Services User's access to the TransportAPI Managed services:

4.1.1. immediately, in the event that the Registered Services User commit a material breach of this TransportAPI Licence and does not remedy such breach when asked.

4.1.2. Not used

4.2. The Registered Services User's access to the TransportAPI Managed services is restricted to the Registered Services User and its Authorised Users, it is not transferable to any third party.

5. SECURITY AND PASSWORDS

5.1. The Registered Services User shall ensure that any access login or passwords to TransportAPI are kept secure, and shall use best security practices and systems applicable to the use of the TransportAPI Managed services to prevent, and take prompt and proper remedial action against, unauthorised access. This clause shall not apply to the access to Data supplied by PLACR through the TransportAPI Managed Service where the access credentials may need to be used in a TransportAPI request to authenticate access.

5.2. If any of the Registered Services Authorised Users become aware of any misuse of any of the TransportAPI Managed services, or any security breach in connection with this TransportAPI Licence that could compromise the security or integrity of the TransportAPI Managed services or if the Registered Services Authorised User learns or suspects that any of the Registered Services User's access credentials have been revealed to or obtained by any unauthorised person, the Registered Services User shall promptly notify PLACR and provide reasonable co-operation with us to remedy the issue as soon as reasonably practicable.

6. DEPRECATION

6.1. The TransportAPI Managed services are versioned according to the number in the endpoint URL e.g. transportapi.com/v3/. The current version is version 3 and versions 1 and 2 are now fully deprecated. PLACR's commitments to continue to provide access to the TransportAPI Managed services will apply separately to the endpoints and responses within each version published now and in future.

6.2. Within each version of the TransportAPI Managed services, PLACR aims not to make any breaking (backwards incompatible) changes to the request or response structures within each API version. PLACR may, however, make

breaking changes in certain circumstances at its absolute discretion.

6.3. PLACR may make non-breaking changes to the request and response structures at any time, in which case PLACR will notify the Registered Services User after making such changes.

7. WARRANTIES

7.1. PLACR warrant that PLACR have the right to license the TransportAPI Managed services as specified in this TransportAPI Licence, except where GPL-licensed open source software is used, in which case any modifications to the software are shared, and details given at https://developer.transportapi.com/.

7.2. Except as expressly stated in this TransportAPI Licence and the Agreement, all other conditions, warranties or other terms which might have effect between the Parties or be implied or incorporated into this TransportAPI Licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care to the extent permitted by law.

7.3. PLACR do not warrant that:

7.3.1. the supply of the TransportAPI Managed services will be free from interruption through viruses or malicious code; or

7.3.2. the Data is accurate, complete, reliable, secure or timely except where PLACR offer a SLA on Uptime and Response Time as specified in the SLA of this Agreement; or

7.3.3. the TransportAPI Platform will be compatible with the Registered Services User Sites; or

7.3.4. the TransportAPI Platform and/or the Content have been tested for use by the Registered Services User or any third party; or

7.3.5. that the TransportAPI Platform and/or Data will be suitable for, or be capable of, being used by the Registered Services User or any third party.

7.4. PLACR warrants that:

7.4.1. PLACR will use reasonable skill and care to operate the TransportAPI Managed services continuously and to provide the Data with integrity;

7.4.2. PLACR have made all attribution statements on the TransportAPI Managed services as required by all sources of Data and/or the Content and/or the Software at https://www.transportapi.com/credits/.

7.4.3. The TransportAPI Managed services comply fully with the relevant laws and other government regulations as may exist in the United Kingdom and PLACR shall fully comply with all legislation and regulations relevant to its obligations and responsibilities hereunder in fulfilment of this TransportAPI Licence.

8. TERM AND TERMINATION

8.1. This TranportAPI Licence shall remain in force during the Term.