

## **SHARINGOS TERMS OF BUSINESS**

### **Software Service**

SharingOS Holdings, Ltd., a UK corporation, provides micro mobility sharing software and services pursuant to this Software Service Agreement and the Software Service Order Form(s) agreed to by the Customer named in the Software Service Order Form and SharingOS. By signing a Software Service Order Form, Customer expressly agrees to this Software Service Agreement.

#### **1. Definitions.**

**Addendum** means a document signed by the Customer, under which Customer may amend aspects of this Agreement at the rates specified therein. The Addendum shall be coterminous with and subject to the provisions of this Agreement;

**Affiliates** means in relation to any company: (a) any subsidiary or holding company of such company or any subsidiary of such holding company; or (b) any other entity controlling or controlled by such company.

**Agreement** means collectively the Order Form and this Software Service Agreement (as may be amended from time to time), together with any Addendum and/or Schedules;

**Application** means the SharingOS application which enables End Users to make use of the Vehicles using the System;

**Business Day** means a day other than a Saturday, Sunday or U.S. federal holiday;

**Business** means a business of operating a sharing mobility Vehicle hire system utilising the Custom Application and the Vehicles;

**Custom Application** means a version of the Application featuring Customer Branding with a statement "Powered by SharingOS" and including any error corrections, updates, upgrades, modifications and enhancements to it provided to Customer under this Agreement;

**Customer** means the individual or organization named in the Order Form purchasing the Services;

**Customer Branding** means electronic copies of Customer's logo and colour scheme as provided by Customer to SharingOS;

**Custom System** means a version of the System featuring Customer Branding with a statement "Powered by SharingOS";

**End Users** means individuals who make use or may make use of the Vehicles as customers of a Business;

**Effective Date** means the earlier of the effective date specified in the Order Form or first provision of the Service or Products;

**Fees** means the fees payable to SharingOS in accordance with the terms of this Agreement and the Order Form (and any Addendum);

**Hosting Services** means the services that SharingOS provides to allow Customer and End Users to access and use the Custom Application, including the regular hosting set-up and ongoing services as specified at SharingOS' sole discretion, as described in Schedule 1;

**Initial Term** has the meaning given to it in the Order Form signed by SharingOS and the Customer;

**Intellectual Property** means patents, trademarks, service marks, trade names (including internet domain names and e-mail address names), copyrights, authors rights, moral rights, know-how, rights in look and feel, database rights, rights in designs and inventions and all or any similar or equivalent rights arising or subsisting in any jurisdiction, whether or not any of the foregoing are registered, including without limitation the right to apply for registrations, renewals or extensions in respect of any of the foregoing;

**Maintenance and Support Services** means any error corrections, updates and upgrades that SharingOS may provide or perform at its own discretion with respect to the System, Application and Hosting Services, as well as any other support or training services provided to the Customer under this Agreement, all as described in Schedule 2;

**Normal Business Hours** means 6.00 am to 6.00 pm local time in the Territory, each Business Day;

**Order Form** means a separate writing specifying the Services to be purchased by Customer in the form of the Software Order Form (including any addenda and supplements thereto). If any conflict exists between this Software Service Agreement and a Software Order Form, the terms of the Order Form will prevail.

**Products** means any of the Vehicles, digital locks, IoTs devices, battery packs and any other hardware that Customer may purchase from SharingOS as specified in the Order Form;

**Renewal Period** has the meaning given to it in the Order Form;

**Quarter** means each period of three months ending on each Quarter Day;

**Quarter Day** means 31 March, 30 June, 30 September and 31 December;

**Services** means the SharingOS bicycle software and services;

**Service Levels** means the support and service levels set out in Schedule 3;

**Service Start Date** means the first date on which the Custom Application is made fully accessible (i.e. not on a trial, alpha or beta basis) to End Users in the Territory;

**SharingOS** means SharingOS, Inc. and "we", "our" or "us" shall be construed accordingly;

**SharingOS Branding** means any or all of the Trademarks, Trade Names, SharingOS colour scheme and branding and/or rights in get-up owned or used by SharingOS or any Affiliate of SharingOS;

**SharingOS Service** or the **Service** means the provision of the Custom Application, Hosting Services, and Maintenance and Support Services and other services as applicable;

**Stabilisation Period** means 90 calendar days from the Licence Start Date;

**System** means the SharingOS mobility sharing system using the Vehicles;

**Term** means the Initial Term and any subsequent Renewal Period or either of them as the context so requires or such shorter period if terminated earlier under the terms of this Agreement;

**Territory** means the locations specified in the Order Form (or any Addendum) at which End Users shall be entitled to use the SharingOS Service;

**Trademarks** means "SharingOS", any colourable imitation thereof together with any other trademarks or service marks (whether registered or unregistered) associated or used in relation to the System, and any other trademarks developed, used and/or registered by or on behalf of SharingOS in relation to the System from time to time during the Term;

**Trade Name** means the name "SharingOS", under which SharingOS' business and operation of the System is carried on;

**Vehicles** means the smart connected vehicles including but not limited to electric kick scooters, mechanical bicycles, electric bicycles, and electric mopeds, all designed for shared mobility which are fully integrated with SharingOS's IoT devices connected to the SharingOS software system;

**Virus** means anything or any device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices; and

#### **2. SharingOS Grant of Access to Services.**

- (a) In consideration of the payment of the Fees by the Customer to SharingOS, SharingOS grants to Customer a limited, revocable, non-exclusive, non-transferable Access to Services from the Service Start Date till the end of the Term to access and use the Custom System to the extent necessary to enable it to operate a Business in accordance with the terms of this Agreement.
- (b) Customer acknowledges and agrees that Customer shall use the Custom System and Products in accordance with the terms of this Agreement and all applicable laws and regulations.

#### **3. Customer Branding.**

- (a) Customer grants SharingOS a non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Branding for

the Term of this Agreement for the purpose of performing its obligations under this Agreement.

- (b) Customer warrants that the receipt and use of the Customer Branding in the performance of this Agreement by SharingOS, its agents, subcontractors or consultants shall not infringe the rights, including any Intellectual Property rights, of any third party.
- (c) Customer shall indemnify SharingOS in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by SharingOS as a result of or in connection with any claim brought against SharingOS, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property rights arising out of, or in connection with, the receipt or use of Customer Branding under this Agreement.

#### 4. Services.

- (a) SharingOS shall procure the provision of the (i) Hosting Services; and (ii) Maintenance and Support Services to the Customer at its own discretion.
- (b) The Access to Services does not include any resale or derivative use of the Services and their contents. The Services may not be reproduced, sold, resold, or otherwise exploited for any purpose without the express written consent of SharingOS.
- (c) Notwithstanding any other provision in this Agreement, SharingOS shall have no obligation to make the Custom Application available to End Users in the Territory until it is satisfied that (i) the Customer has complied with its obligations under clauses 7(b), 7(c) and 7(d); and (ii) the Custom System and Hosting Services are fully operational in the Territory.
- (d) The Service Levels shall only apply after the expiry of the Stabilisation Period.

#### 5. Custom Software.

- (a) Customer shall provide to SharingOS in accordance with SharingOS's requirements the Customer Branding to be incorporated as part of the Custom Application.
- (b) Customer shall provide such input and assistance as SharingOS may reasonably require in relation to its development of the Custom Application.
- (c) SharingOS shall provide the Custom Application to Customer within 30 days of its receipt of Customer Branding.
- (d) Customer shall have a period of 10 days from the delivery of the Custom Application ("**Review Period**") in which to request (acting reasonably) that SharingOS make changes to the Custom Application. Such request for changes shall be limited to changes solely related to the incorporation of Customer Branding ("**Requested Change**") as part of the Custom Application. SharingOS shall use its reasonable endeavours to make any Requested Change to the Custom Application within a reasonable period.
- (e) The Custom Application shall be deemed to have been accepted by Customer either (i) if Customer does not request a Requested Change by the expiry of the Review Period; or (ii) where the Customer does request a change, once SharingOS has used its reasonable endeavours to make the Requested Change to the Custom Application or has, acting reasonably, informed Customer that the Requested Change is not possible.
- (f) Customer shall not store, distribute or transmit any Virus, or any material through the Hosting Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities.

#### 6. SharingOS Obligations.

- (a) SharingOS undertakes that it will perform all the Services with reasonable skill and care, in a timely and efficient manner, using appropriately qualified and experienced staff.
- (b) SharingOS shall at all times during the Term: (i) provide Customer with advice and guidance relating to the Custom System and Custom Application as may be reasonably required by Customer from time to time including, where applicable, any of the foregoing as may have been developed or acquired in respect of use of the System outside of the Territory by or on behalf of SharingOS; and (ii) update the System from time to time as SharingOS deems necessary and, inform Customer in writing of all such updates and provide reasonable instructions, technical and operational information as may be reasonably required by Customer to adopt and operate such updates as part of the Custom System.

- (c) Except as expressly stated otherwise in this Agreement: (i) the Services and Custom Application are provided on an "as is" basis and all warranties, representations, conditions and all other terms of any kind implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement, (ii) SharingOS does not warrant that Customer's use of the Custom Application and the Services will be uninterrupted or error-free, (iii) SharingOS is not responsible for the supply, security, functionality and performance of any third party provided network, service or facility (other than those provided by SharingOS Affiliates and subcontractors under this Agreement); and (iv) SharingOS is not responsible for any use of the Custom Application by the Customer or End User contrary to SharingOS's instructions or modification or alteration of the Custom Application by any party other than SharingOS or its Affiliates.

#### 7. Customer's Obligations. Customer shall:

- (a) Use its best endeavours to promote, market and offer for use the Custom System to End Users in the Territory with all due care and diligence and in accordance with good industry practice;
- (b) Provide SharingOS with (i) all cooperation reasonably required by SharingOS in relation to this Agreement; and (ii) all necessary access to such information as may reasonably be required by SharingOS, in order to render the Services, including, where applicable, Customer data, security access information and software interfaces to Customer's other business applications;
- (c) Perform all other Customer responsibilities set out in this Agreement or in any of the Schedules with reasonable skill and care in a timely and efficient manner;
- (d) Be solely responsible for satisfying all local operational, logistical, legal and/or other requirements connected with the use of the Custom System, Custom Application and/or Vehicles in the Territory, including (i) obtaining all regulatory, governmental or other licences, approvals and/or consents as may be necessary and ensuring that the Custom System and all Vehicles used in connection with the Business comply at all times with all applicable laws; (ii) ensuring that its operation of a Business utilising the Custom System and Custom Software and SharingOS's provision of the Services in accordance with the terms of this Agreement shall not breach any applicable data protection and/or privacy laws or regulations in the Territory; and (iii) making such arrangements as agreed between SharingOS and Customer to enable End Users in the Territory to make payments via the Custom Application;
- (e) Have sufficient local suitably qualified operational and other staff to ensure the successful operation of the Business using the Custom System.

#### 8. Fees. Customer shall pay to SharingOS:

- (a) An upfront fee (the "**Upfront Fee**") as specified in the Order Form for Custom Application and Custom System development, setup, and remote training;
- (b) Any optional fees (the "**Optional Fees**") for optional services as specified in the Order Form, including but not limited to multi-languages capabilities, additional payment system related development or any locally necessary functionalities of the Custom Application or the Custom System; and
- (c) On-going maintenance and service fees (the "**Service Fees**") which shall be the higher of (i) the Minimum Monthly Fee; and (ii) volume based fees or End User payments revenue share, as specified in the Order Form.

#### 9. Payment. Customer must pay the Fees to SharingOS in the amounts and manner set out in the Order Form (and any Addendum).

- (a) SharingOS will invoice Customer as agreed to in the Order Form.
- (b) For the purposes of determining the amount of Service Fees due to SharingOS, SharingOS will use usage data from the System if necessary and invoice the Customer accordingly.
- (c) SharingOS shall be entitled to invoice Customer in arrears for third party costs based on usage data from the System or invoices received from such third party providers.
- (d) All amounts and Fees stated or referred to in this Agreement are exclusive of any sales taxes, which taxes may be added, if properly chargeable and applicable under this Agreement, to SharingOS's invoices at the appropriate rate.
- (e) Each invoice is due and payable thirty (30) days after the invoice date.
- (f) If SharingOS has not received payment or a statement from Customer in accordance with this Section 9 within thirty (30) days after the due date for such payment or statement (as applicable),

and without prejudice to any other rights and remedies of SharingOS, it may: (i) suspend the supply of the Services; and/or (ii) terminate this Agreement by providing written notice to the Customer. In the case of an overdue payment, interest shall accrue on a daily basis on such due amounts at an annual rate equal to 5% over the then current base lending U.S. prime rate from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

#### 10. Intellectual Property.

- (a) SharingOS and/or its licensors own all Intellectual Property rights in and to the System, the Application, the Services and, except for any Intellectual Property rights which subsist in Customer Branding, the Custom Application and Custom System. Except as expressly stated herein (or any pre-existing rights Customer may have prior to the date of this Agreement), Customer does not acquire and agree not to assert any rights (whether of ownership or otherwise) in any Intellectual Property rights, or any other rights or licences in respect of the System, the Application, the Custom System, the Custom Application the Services.
- (b) The Services and Custom Application shall remain the exclusive property of SharingOS and Customer shall not remove any copyright, trademark, or other proprietary notice from the material found on the Services.
- (c) Customer shall not: (i) attempt to copy, duplicate, modify, create derivative works from or distribute all or any portion of the Custom Application or Application or the sold Hardware except to the extent expressly set out in this agreement or as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Custom Application or Application or Hardware, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; (iii) use the Custom Application or Hosting Services to provide services to third parties except in respect of offering, marketing and selling access to the Custom System to End Users; (iv) use the sold Hardware other than for the agreed purpose (iv) unless otherwise permitted under this Agreement, transfer, temporarily or permanently, any of its rights under this agreement; or (v) attempt to obtain, or assist third parties (other than the End Users) in obtaining, access to the Custom Application, or in order to build a service which competes with SharingOS.
- (d) Customer shall use reasonable endeavours to prevent any unauthorized access to, or use of, the Application or the Hardware and notify SharingOS promptly of any such unauthorized access or use.

**11. Proprietary Rights.** SharingOS warrants that, to the best of its knowledge:

- (a) It has all the rights including Intellectual Property rights and any related or underlying rights in relation to the System and the Application and the Hardware that are necessary to grant all the rights it purports to grant and perform all the obligations it agrees to perform under and in accordance with the terms of this Agreement;
- (b) No Intellectual Property rights other than those licensed or granted under this Agreement are required in order to operate the Custom Application and the System and the Hardware in the Territory; and
- (c) The receipt and benefit of the licence and rights granted under this Agreement in and to such Intellectual Property rights and other rights by Customer and End Users in accordance with the terms of this Agreement will not infringe any third party's Intellectual Property rights in the Territory.

#### 12. Limitation of Liability.

- (a) Each party's total aggregate liability (except with respect to payment of Fees) in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement or any collateral contract shall be limited to the greater of (i) one hundred per cent (100%) of the total Fees paid or payable by the Customer to SharingOS during the 12 month period immediately before the date on which the cause of action first arose or, if the cause of action arose during any period before 12 months had elapsed from the Effective Date, during that shorter period; or (ii) \$10,000 USD.
- (b) Neither party excludes or limits liability to the other party for (i) fraud or fraudulent misrepresentation, (ii) death or personal injury caused

by negligence, (iii) a breach of any obligations implied by any applicable state and/or federal laws; or (iv) any other liability that cannot be limited or excluded at law.

- (c) In no event shall either party be liable to the other party hereto for any indirect, incidental, collateral, special, punitive, unforeseen, exemplary or consequential damages, including lost profits, lost savings, loss of use, lost revenue or lost goodwill, regardless of the form of action or theory of recovery, even if such party has been advised of the possibility of such damages.

**13. Use of Registration Information.** SharingOS stores the registration information with respect to each End User and may use it for internal, operational and other lawful purposes. As feasible, SharingOS shall aggregate and anonymize End User registration information for this purpose. Customer hereby acknowledges and agrees that SharingOS may:

- (a) Collect and store such registration information together with other information about each End User's use of the Service;
- (b) Use such registration information to conduct market research surveys, statistical analysis or for marketing purposes subject to express consent; and
- (c) Make such registration information available internally within SharingOS and our affiliates and to other parties to the extent necessary for us to provide the Service to Customer, or if we are required to do so by virtue of any law or by order of an applicable court or regulatory authority.

Customer shall procure necessary permissions from the End Users or any one or more of them in favour of SharingOS through the registration process on the Application or otherwise. SharingOS undertakes to treat such information with due care and in accordance with the terms of the SharingOS Privacy Policy which can be found on SharingOS website at <https://www.sharingos.com/privacy-policy>.

**14. Term.** Unless otherwise terminated in accordance with the provisions herein, this Agreement shall commence from the Effective Date and end on the date of the Initial Term. Thereafter, unless otherwise terminated in accordance with this Agreement, Customer's subscription to the Service shall automatically continue in force for successive Renewal Periods unless terminated earlier in accordance with the provisions of Section 15.

#### 15. Termination of Agreement.

- (a) Either party may terminate this Agreement by providing written notice to the other party at least three (3) months prior to the expiration of the Initial Term or any subsequent Renewal Period.
- (b) Either party may terminate this Agreement immediately by providing written notice to the other party (i) in the event of a material breach by the other party if such breach remains uncured for a period of fifteen (15) calendar days following written notification to the party in breach, or (ii) if the other party becomes insolvent, fails to pay debts as they fall due or makes a general assignment for the benefit of creditors. Notwithstanding the foregoing, SharingOS may terminate the Agreement immediately upon discovery of any wanton or willful misconduct, gross negligence, or reckless disregard of any of the provisions of this Agreement by the Customer when using the Service.
- (c) SharingOS shall not refund any portion of the Fees or other amounts already paid at the time of termination unless the Agreement is terminated for (i) the uncured material breach of SharingOS; or (ii) termination pursuant to clause 16(g), in which event, SharingOS shall refund Customer the pro-rata portion of any Fees pre-paid for the Service but not yet earned by SharingOS as of the effective date of termination. Vehicles that appear used or damaged will not be accepted for a refund.
- (d) Upon expiration or any termination of this Agreement the rights and licences granted under it shall cease and Customer shall, at our request, return or confirm in writing that Customer has destroyed all copies or records of the confidential or proprietary information and will make no further use of any property, materials and information which belongs to SharingOS. Notwithstanding the foregoing, Customer shall be permitted to retain such copies (in whatever media) as are necessary for Customer's internal compliance procedures or as may be required by any law, court or regulatory authority.
- (e) The rights and obligations under clauses 10, 12 and 16 together with any payment obligations accrued prior to expiration or termination, shall survive the termination or expiration of this Agreement.

## 16. Miscellaneous.

- (a) Changes: SharingOS may change this Software Service Agreement at any time to reflect changes in law, technology, industry standards or the business. The latest version of this Software Service Agreement at the time of each Order Form shall apply to that particular Order Form. Continued use of the SharingOS Service or Products by Customer shall constitute acceptance of any new or modified version of this Software Service Agreement.
- (b) Confidentiality: Each party shall maintain the confidentiality of the other party's confidential information during the Term and for three (3) years after the date of the last disclosure. These confidentiality obligations shall not apply to information: (i) lawfully in the public domain; (ii) lawfully possessed by the recipient before disclosure by the other party; (iii) lawfully disclosed to a party by a third party without obligation of confidentiality; (iv) independently developed by a party without reference to the other party's proprietary information; or (v) whose disclosure is compelled by a court or other competent authority (provided in such case that the compelled party makes reasonable efforts to help the disclosing party oppose or limit such compelled disclosure). Customer acknowledges that the Application, Custom Application, the results of any performance tests of the Custom Application and the Services shall be subject to the above confidentiality obligation.
- (c) Severability: If any provision in this Agreement is held to be invalid or unenforceable, it shall be reconstrued to reflect as closely as possible, its original intention, but all the remaining provisions shall remain in full force and effect.
- (d) Assignment: Neither party may assign, transfer, declare a trust over the benefit of or otherwise dispose of this Agreement without the other party's written consent, which shall not be unreasonably withheld or delayed, except that SharingOS may assign this Agreement to any Affiliate or successor in interest, or in connection with a merger, consolidation, sale of all or substantially all of its assets, change of name or like event.
- (e) Amendments; Waiver: Except as expressly provided herein, amendments to the Order Form must be in writing and signed by authorized representatives of both parties. Neither course of conduct nor trade practice shall be taken to modify any provision of this Agreement. Any failure by SharingOS to enforce strict performance of any provision of this Agreement shall not prevent it from subsequently doing so. No provision of this Agreement may be waived except in writing signed by the party against whom enforcement of the waiver is sought.
- (f) Entire Agreement: Except in the case of fraud or fraudulent concealment, the Order Form and this Software Service Agreement (together with any Addendum) constitute the entire and only Agreement between Customer and SharingOS in relation to their subject matter and Customer acknowledges Customer has not been given or relied on any representation or other statement whatsoever other than those set out therein. Nothing communicated verbally or electronically by any SharingOS sales representative should be understood as a modification of this Agreement or an authorized representation about the nature and quality of the Service or Products.
- (g) Force Majeure: SharingOS shall not be in breach of this Agreement or otherwise liable to Customer for any delay in performance or non-performance under this Agreement if such delay is due to any event or circumstance beyond its reasonable control including acts of God or nature, a global pandemic as defined by the World Health Organization, failure or shortage of power supplies, acts or omissions of government or other authorities or any telecommunications carrier, operator or administration or Internet service provider, war, act of terrorism, riot, trade dispute, lock-out or labor disturbance (each a "**Force Majeure Event**"). If any Force Majeure Event continues for a period of at least six months, then either party may terminate this Agreement by giving thirty (30) days' written notice to the other party.
- (h) Equitable Relief: Both parties agree that monetary damages alone might not be a sufficient remedy for any breach of this Agreement and acknowledge that an aggrieved party shall be entitled to seek injunctive relief as a remedy for any breach. Such remedy will not be deemed to be the exclusive remedy for any breach of this Agreement but shall be in addition to all other remedies available at law or in equity to the aggrieved party.
- (i) Notices: Each party may communicate with each other and send notices under this Agreement to the other party in the normal course of business using the address details specified in the Order Form (including, for the avoidance of doubt, any email address specified). Any communication or notice given pursuant to Section

15 shall be in writing and shall be delivered personally or sent by pre-paid first-class mail to the company secretary of the recipient of the communication or notice.

- (j) Governing Law and Jurisdiction: This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with, the law of England. The parties irrevocably agree that English courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

## SCHEDULE 1 HOSTING SERVICES

- (a) Hosting Set-Up, Installation and Configuration  
SharingOS shall, subject to Customer's performance of its obligations hereunder, set-up, install and configure a hosting solution to allow, End Users to access and use the Custom Application via the Internet in the Territory.
- (b) Security Services  
In relation to the facility via which the Hosting Service is to be provided SharingOS shall provide the following security services thereto: (i) facility access shall be limited to the authorized SharingOS and contracted third-party personnel; and (ii) data access security shall be provided through managed firewall services with security on all web pages, a private network path for administration and SNMP monitoring, and fully hardened servers; or (iii) such other equivalent security services as SharingOS deems appropriate.
- (c) Monitoring Services  
SharingOS shall provide continuous monitoring of the computing, operating and networking infrastructure of the Application and all Services to detect and correct abnormalities. This includes environmental monitoring, network monitoring, load-balancing monitoring, web server and database monitoring, firewall monitoring, and intrusion detection.
- (d) Back-Up, Archiving and Recovery Services  
SharingOS shall develop the back-up Schedule, perform scheduled back-ups, provide routine and emergency data recovery, and manage the archiving process. The back-up Schedule shall include at least weekly full back-ups and daily incremental back-ups. In the event of data loss, SharingOS shall provide recovery services to try to restore the most recent back-up.
- (e) Release Management and Change Control  
SharingOS shall provide release management and change control services to ensure that versions of servers, network devices, storage, operating system software and utility and application software are audited and logged, and that new releases, patch releases and other new versions are implemented as deemed necessary by SharingOS to maintain the Hosting Services.

## SCHEDULE 2 MAINTENANCE AND SUPPORT

- (a) Training  
SharingOS shall provide training in relation to the Custom Application to such number of Customer employees and to the extent as agreed between the parties.
- (b) Scheduling of maintenance events
  - (i) Maintenance of the hosting solution, facility, Custom Application or other aspects of the Hosting Services that may require interruption of the Hosting Services ("**Maintenance Events**") shall not be performed during Normal Business Hours. SharingOS may interrupt the Services to perform emergency maintenance. In addition, SharingOS may interrupt the Hosting Services outside Normal Business Hours for unscheduled maintenance, provided that it has given Customer at least twenty-four (24) hour advance notice. Any Maintenance Events that occur during Normal Business Hours, and which were not requested or caused by Customer, shall be considered downtime for the purpose of service availability measurement. SharingOS shall at all times use all reasonable endeavours to keep any service interruptions to a minimum.
  - (ii) SharingOS may determine, at its sole discretion, that providing appropriate service levels requires additional equipment and/or bandwidth, and may install that equipment and/or bandwidth without approval from Customer, provided that it does not diminish in any way the functionality, connectivity or compatibility of the Services.
- (c) Maintenance
  - (i) Maintenance includes all regularly scheduled error corrections and software updates as planned and implemented by SharingOS at its sole discretion.

- (ii) Support for additional features developed by SharingOS, as requested by Customer and beyond the agreed framework, may be purchased separately at SharingOS's then current rates.
- (iii) SharingOS shall maintain and update the Custom Application. During maintenance periods, SharingOS may, at its discretion, upgrade versions, install error corrections and apply patches to the hosted systems. SharingOS shall use all reasonable commercial endeavours to avoid unscheduled downtime for Custom Application maintenance.
- (iv) SharingOS shall maintain technical support on the two most current releases of the Custom Application.

(d) Product Enhancements

SharingOS might from time to time and without additional fees add new features and functionalities that makes the product more attractive and allow Customer and other clients to improve the services. SharingOS decides the implementation of such features at its own discretion. These might include Customer's and other customers' suggestions. Customer has no right to demand the implementation of any free additional features without SharingOS deciding this at its own discretion.

(e) Technical Support Services

- (i) SharingOS shall provide Customer with technical support services in accordance with the Service Levels set out in this Schedule 3.

number of minutes during which the Hosting Services were generally available to End Users in the Territory and (ii) any number of minutes during which the Hosting Services were generally available to End Users in the Territory shall not be considered an actual uptime minute.

**SCHEDULE 4: THIRD PARTY SOFTWARE AND SERVICES**

SharingOS determines the use of third-party software and services, such as navigation or communication services and might change these from time to time. Third-party cost are to be borne by the Customer.

Priority	Description	Response time*	Target resolution time
Priority 1 (Block Level)	The entire System access Service is "down" and inaccessible. Priority 1 incidents shall be reported by telephone only	Within 90 minutes during and out of Normal Business Hours	Continuous 24/7 effort until resolution with Customer cooperation
Priority 2 (Critical Level)	Operation of the Services is severely degraded, or major components of the Service are not operational, and work cannot reasonably continue. Priority 2 incidents shall be reported by telephone only	Within 4 Normal Business Hours	Within one Business Day after notification
Priority 3 (Major Level)	Certain non-essential features of the Service are impaired while most major components of the Service remain functional	Within 12 Normal Business Hours	Within 5-10 Business Days
Priority 4	Errors that are non-disabling or cosmetic and clearly have little or no impact on the normal operation of the Services	Within 24 Normal Business Hours	Next release of Custom Application

\*upon receipt of notification from the Customer

- (ii) If no progress has been made on a Priority 1 or Priority 2 incident within the relevant target resolution time specified in the table set out above, the incident shall be escalated to the appropriate SharingOS technical lead.

**SCHEDULE 3. SERVICE LEVELS**

(a) Service Availability

SharingOS shall provide at least a 99% uptime service availability level in respect of the Custom Application. SharingOS shall not be responsible for service outages due to third party failure or unforeseen circumstances beyond SharingOS's reasonable control.

(b) Availability Measurement

Availability measurement shall be carried out by SharingOS and is based on the monthly average percentage availability, calculated at the end of each calendar month as the total actual uptime minutes divided by total possible uptime minutes in the month. SharingOS shall keep and shall send to Customer, on request, full records of its availability measurement activities under this Agreement where (i) "actual uptime minutes" is the