

Ride Guide Terms of Service

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Ride Guide Terms of Service

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These Terms of Service, together with each Order Form and any document expressly incorporated into it, form the agreement (**Agreement**) between the Customer and the Supplier under which the Supplier provides the Ride Guide Goods and Services described in each Order Form.

1. Definitions

1.1 **"Additional Services"** means custom development, consulting, data work, website development, accessibility review, configuration or other services outside the Standard Services and agreed in an Order Form.

1.2 **"Authorised User"** means an employee, contractor or other person authorised by the Customer to access authenticated parts of the Services on the Customer's behalf.

1.3 **"Business Day"** means a day other than a Saturday, Sunday or public holiday in the principal place of business of the Supplier identified in the Order Form.

1.4 **"Customer"** means the organisation identified as the purchaser, customer or client in the Order Form.

1.5 **"Customer Content"** means data, information, branding, files or other materials supplied or made available by or on behalf of the Customer in connection with the Services, including GTFS, GTFS-Realtime and other transit data.

1.6 **"Goods"** means any hardware, signage, displays or other physical goods supplied by the Supplier under an Order Form.

1.7 **"Order Form"** means any quotation, service order, statement of work, change order, proposal or other ordering document accepted by the Customer and Supplier that identifies or varies the Services, Goods, fees, timeframes or other commercial terms.

1.8 **"Public User"** means a rider, website visitor or other member of the public who accesses public-facing passenger information delivered through the Services.

1.9 **"Services"** means the Ride Guide software, hosted services, passenger-information products, websites, management portals, integrations, support and related services specified in an Order Form.

1.10 **"SLA"** means a service level agreement expressly agreed in, or incorporated by, an Order Form.

1.11 **“Standard Services”** means the standard Ride Guide products, features, onboarding and configuration described in the Order Form and product documentation.

1.12 **“Supplier”** means the Ride Guide group entity identified as supplier in the Order Form, which may be **Radiola Limited** or **Ride Guide Transit Technologies, Inc.**

2. Agreement and Orders

2.1 Acceptance of an Order Form constitutes acceptance of these Terms.

2.2 Quotations are valid for 30 days unless the quotation states otherwise.

2.3 If documents forming the Agreement are inconsistent, the following descending order of precedence applies to the extent of the inconsistency: a contract or amendment expressly signed by both parties; the Order Form (with a later Order Form, such as a change order, prevailing over an earlier one it varies); an SLA, a Data Processing Agreement (see clause 9.3) or other expressly incorporated schedule; and these Terms.

3. Services and Licence

3.1 Subject to this Agreement and payment of the applicable fees, the Supplier grants the Customer and its Authorised Users a non-exclusive, non-transferable, terminable right to access and use the Services for the Customer’s business and public-transport purposes during the term of the Agreement.

3.2 The Customer may make public-facing passenger-information components of the Services available to Public Users through the Customer’s website and other intended passenger-information channels.

3.3 Public Users may access and use passenger-facing information made available through the Services, but no ownership or licence to the underlying Ride Guide software, source code, systems or intellectual property is granted to Public Users.

3.4 Unless otherwise specified in writing, rights granted under this Agreement apply only to the Customer identified in the applicable Order Form and not to related companies or other separate legal entities.

4. Authorised Users and Access

4.1 The Customer must determine who is authorised to access its account, protect login credentials, and promptly disable an Authorised User’s access when that person ceases to be engaged by the Customer or no longer requires access.

4.2 The Customer is responsible for the acts and omissions of its Authorised Users when using the Services and must ensure that Authorised Users comply with the applicable use restrictions in this Agreement.

4.3 Supplier personnel may access the Customer's account where reasonably necessary to provide support, maintain or improve the Services, investigate incidents or perform agreed configuration work.

4.4 The Supplier may temporarily suspend an Authorised User's account or the affected part of the Services where it reasonably considers access has been compromised or misused, or suspension is reasonably necessary to protect the security, integrity or availability of the Services. The Supplier will notify the Customer as soon as reasonably practicable and restore access as soon as reasonably practicable after the relevant risk has been addressed.

5. Onboarding, Standard Services and Additional Services

5.1 Onboarding is complete when the agreed onboarding activities and any stated acceptance criteria have been completed or, if no acceptance criteria are stated, when the Supplier notifies the Customer that the configured Services are ready for use or review. Onboarding deliverables are submitted for approval under clause 6.

5.2 Work outside the Standard Services is an Additional Service and is charged at the Supplier's then-current professional-services rates.

6. Customer Cooperation, Approvals and Deemed Approval

6.1 Each party will respond reasonably and promptly to requests from the other that are necessary for implementation or delivery of the Services. The Customer must provide accurate source data, required website or system access, branding and content, timely decisions and approvals, and any Customer-side implementation work identified in the Order Form.

6.2 Where the Supplier is waiting for Customer information, access, approval or another Customer dependency, any affected delivery date may be extended to reflect the resulting delay.

6.3 Where the Supplier submits a deliverable, design, configuration or other item for approval, the Customer must provide approval, requested changes, or acknowledgement together with an expected response date within 10 Business Days.

6.4 If no response is received within that period, the Supplier may issue a written reminder identifying the item and stating that it will be deemed approved if no response is received within a further 10 Business Days. If the Customer does not respond within that further period, the item is deemed approved for the purpose of progressing the Services.

6.5 Deemed approval does not waive the Customer's rights in respect of a material defect that could not reasonably have been identified during the approval period.

7. Service Availability, Changes and Support

7.1 The Supplier will use commercially reasonable efforts to maintain availability of the Services, subject to maintenance, upgrades, repairs and circumstances outside the Supplier's reasonable control.

7.2 Where practical, the Supplier will provide advance notice of planned maintenance expected to materially affect availability.

7.3 The Supplier is not responsible for failure or degradation caused by telecommunications or Internet outages; third-party hosting, software or infrastructure; Customer systems or websites; inaccurate, unavailable or delayed upstream data; acts or omissions of the Customer or third parties; a Force Majeure Event; or use of the Services contrary to this Agreement or applicable documentation.

7.4 The Supplier may update, improve or modify the Services from time to time. The Supplier will not materially reduce the core functionality of a subscribed Service during the then-current subscription term without providing a reasonably equivalent replacement or another remedy agreed with the Customer.

7.5 Reasonable support requests submitted through the nominated Ride Guide support channel will receive a response within three Business Days.

8. Customer Content and Transit Data

8.1 The Customer retains all rights, title and interest in Customer Content.

8.2 The Customer grants the Supplier a worldwide, non-exclusive, royalty-free licence to access, host, process, reproduce, modify and display Customer Content to the extent reasonably necessary to provide, support, secure and improve the Services.

8.3 The Customer is responsible for the accuracy, completeness and availability of transit data supplied to or made available to the Supplier, including GTFS, GTFS-Realtime and other upstream data sources.

8.4 The Customer acknowledges that errors, omissions or delays in Customer or third-party data may result in corresponding errors, omissions or delays in passenger information generated by the Services.

9. Privacy, Data Protection and Security

9.1 Each party will comply with privacy and data-protection laws applicable to its activities under this Agreement, including, where applicable, the Privacy Act 2020 (New Zealand) and applicable United States federal and state privacy laws.

9.2 Where the Supplier processes personal information on the Customer's behalf, it will do so only to provide, support and secure the Services, in accordance with the Customer's reasonable written instructions and applicable law. The Supplier may use such information for product improvement only in aggregated or de-identified form under clause 9.5.

9.3 Where the Supplier publishes, or agrees with the Customer, a data processing agreement or addendum governing the Supplier's processing of personal information on the Customer's behalf (**Data Processing Agreement**), that Data Processing Agreement forms part of the Agreement.

9.4 Personal information collected by the Supplier for its own business purposes will be handled in accordance with the Supplier's applicable privacy statement.

9.5 The Supplier may collect technical, diagnostic and usage information relating to the operation and use of the Services for support, security, performance monitoring, product analytics and product improvement, and may use aggregated or de-identified information that does not identify the Customer or an individual for product improvement, benchmarking and internal business purposes.

9.6 The Supplier will maintain reasonable administrative, technical and physical safeguards, appropriate to the nature of the Services, designed to protect Customer Content and personal information processed on the Customer's behalf against unauthorised access, use, disclosure, alteration or loss.

9.7 If the Supplier becomes aware of a security incident that has resulted in unauthorised access to, or disclosure or loss of, Customer Content or personal information processed on the Customer's behalf, the Supplier will notify the Customer without undue delay, provide information reasonably available to it about the incident, take reasonable steps to contain and remediate it, and reasonably cooperate with the Customer in meeting any notification obligations the Customer has under applicable law.

10. Third-Party Services

10.1 The Services may integrate with or rely on third-party software, APIs, mapping services, hosting, data sources or infrastructure. The Customer must comply with third-party terms that are necessary for its use of the relevant third-party component and that the Supplier has notified to the Customer, including by listing or linking them in the Order Form or product documentation.

10.2 The Supplier is not responsible for the availability, accuracy or performance of a third-party service to the extent that the relevant matter is outside the Supplier's reasonable control.

10.3 Where the Supplier resells or supplies a third-party product as part of the Services or Goods, the Supplier will identify that product and any end-user terms that apply to it in the Order Form before acceptance.

11. Use Restrictions

11.1 Except as permitted by this Agreement, including clause 3.2, the Customer and its Authorised Users must not: reverse engineer, decompile, disassemble or attempt to discover the source code, algorithms or internal structure of the Services; use the Supplier's Confidential Information to create a substantially similar or competing service; resell or commercially exploit the Services; provide authenticated access to unauthorised persons; knowingly introduce malicious code; interfere with the security or operation of the Services; or use the Services unlawfully or in a way that infringes third-party rights.

12. Fees, Payment and Suspension

12.1 The Customer will pay the fees specified in each Order Form.

12.2 Invoices are payable by the 20th of the month following the date of invoice.

12.3 Fees exclude applicable taxes, duties and government charges.

12.4 Past-due amounts may bear interest at 1% per month or the maximum rate permitted by law, whichever is lower. This clause is subject to any prompt-payment legislation that applies to the Customer.

12.5 The Supplier may adjust recurring subscription fees at renewal by giving at least 30 days' notice. Any such adjustment will not exceed the percentage change in the consumer price index ordinarily applicable in the Supplier's jurisdiction over the preceding 12 months.

12.6 If the Customer disputes an invoice in good faith, it must notify the Supplier in writing with reasons within 15 Business Days after the invoice date and pay the undisputed portion by the due date. The parties will resolve the disputed amount under clause 24.

12.7 If an undisputed amount remains unpaid more than 30 days after its due date, the Supplier may, after giving at least 10 Business Days' written notice, suspend all or part of the Services until the amount is paid. The Supplier will restore the suspended Services within two Business Days after receiving payment in full.

12.8 Recurring fees continue to accrue during a suspension under clause 12.7.

13. Goods

13.1 Delivery dates for Goods are estimates. Delivery occurs on the delivery terms in the Order Form, and risk in Goods passes to the Customer on delivery under those terms or, if none are stated, on delivery to the Customer's nominated delivery address.

13.2 Ownership of Goods does not pass to the Customer until all amounts due for those Goods have been paid in full. Where applicable law permits, the Customer grants the Supplier a security interest in unpaid Goods and will provide reasonable assistance required to perfect or register that interest.

13.3 The Supplier warrants Goods against defects in materials and workmanship for 12 months from shipment.

13.4 The warranty does not apply to defects resulting from normal wear and tear, misuse, improper installation or maintenance by others, unauthorised modification, power surge, lightning, environmental events or use outside intended specifications.

13.5 To make a warranty claim, the Customer must notify the Supplier in writing of the defect within the warranty period and follow the Supplier's reasonable return or inspection instructions. For a valid claim, the Supplier will, at its option, repair or replace the defective Goods or refund the price paid for them. Repaired or replaced Goods are warranted for the remainder of the original warranty period or 90 days, whichever is longer. To the extent permitted by law, this is the Customer's sole remedy for defective Goods.

13.6 Where Goods are third-party hardware, manufacturer warranty terms may apply, and the Supplier will pass the benefit of those warranties through to the Customer to the extent it is able to do so.

14. Intellectual Property

14.1 The Supplier and its licensors retain all rights, title and interest in the Services, Ride Guide software and platforms, APIs, source code, algorithms, designs, templates, documentation, trademarks, product functionality, modifications, derivative works and other Supplier intellectual property. Except for rights expressly granted under this Agreement, no intellectual-property rights are transferred to the Customer.

14.2 Suggestions, ideas and feedback voluntarily provided by the Customer regarding improvement of the Services may be used by the Supplier without restriction or compensation, provided the Supplier does not disclose Customer Confidential Information in doing so.

15. Confidentiality

15.1 “Confidential Information” means information disclosed by either party that is identified as confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure.

15.2 Confidential Information does not include information that was lawfully known without restriction before disclosure; becomes publicly available other than through breach of this Agreement; is lawfully received from a third party without confidentiality restriction; or is independently developed without use of the other party’s Confidential Information.

15.3 Each party must use the other party’s Confidential Information only for purposes connected with this Agreement, protect it using at least reasonable care, and disclose it only to personnel, contractors or professional advisers who need access and are subject to appropriate confidentiality obligations.

15.4 A party may disclose Confidential Information where required by law, court order or regulatory obligation, including public-records or official-information legislation that applies to the Customer. Where legally permitted, that party will provide reasonable prior notice and cooperate in reasonable efforts to limit the disclosure.

16. Supplier Relationships

16.1 The Customer will not knowingly circumvent the Supplier by directly contracting, for the purpose of replacing the Supplier, with a supplier, subcontractor or technology provider introduced to the Customer by the Supplier in connection with the Services during the Agreement and for six months after termination, except where the Customer had a pre-existing relationship with that supplier, the supplier independently markets its services to the Customer, or the Supplier provides written consent.

17. Marketing and Publicity

17.1 The Customer permits the Supplier to identify the Customer as a Ride Guide customer and display the Customer’s name and logo in customer lists and marketing materials.

17.2 Any detailed case study, testimonial, attributed quotation, video case study or press release will be developed in cooperation with the Customer and will require the Customer’s approval before publication.

17.3 The Supplier will use Customer trademarks in accordance with any reasonable brand guidelines supplied by the Customer before use.

18. Warranties and Disclaimer

18.1 The Customer represents and warrants that it has authority to enter into this Agreement, has the rights and permissions necessary to provide Customer Content, and will use the Services in accordance with applicable law.

18.2 EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND GOODS ARE PROVIDED WITHOUT ANY OTHER WARRANTY, AND THE SUPPLIER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, CONDITIONS AND GUARANTEES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

18.3 The Supplier does not warrant that the Services will be uninterrupted or error-free at all times, and the Customer acknowledges that passenger information may depend on Customer and third-party data and systems outside the Supplier's control.

18.4 Where the Customer acquires Goods or Services in trade and for business purposes, the parties agree that applicable consumer legislation is excluded to the maximum extent lawfully permitted.

19. Indemnification

19.1 To the extent permitted by the law applicable to the Customer, the Customer indemnifies the Supplier against third-party claims arising from Customer Content, unlawful use of the Services by the Customer, infringement caused by material supplied by the Customer, or a material breach of this Agreement by the Customer or its Authorised Users.

19.2 The Supplier indemnifies the Customer against a third-party claim that the Services, when used in accordance with this Agreement, infringe that third party's intellectual-property rights.

19.3 An indemnified party must promptly notify the indemnifying party, allow the indemnifying party reasonable control of the defence or settlement, and provide reasonable cooperation.

19.4 If a third-party intellectual-property claim is made or reasonably anticipated, the Supplier may obtain the necessary rights for continued use, modify or replace the affected Service without materially compromising its primary functionality, or terminate the affected Service and refund any prepaid recurring fees attributable to the unused period.

20. Limitation of Liability

20.1 Subject to clauses 20.3 to 20.5, and to the maximum extent permitted by law, each party's aggregate liability arising out of or relating to the Agreement, whether in contract, tort (including negligence) or otherwise, will not exceed the total fees paid or payable by the

Customer under the Order Form to which the claim relates during the 12 months preceding the event giving rise to the claim.

20.2 Neither party will be liable for indirect, incidental, special or consequential loss, including loss of profits, revenue, business opportunity or goodwill.

20.3 Clauses 20.1 and 20.2 do not limit or exclude: the Customer's obligation to pay fees due under the Agreement; a party's liability for breach of clause 11 or for infringement or misappropriation of the other party's intellectual property; or a party's liability for fraud or wilful misconduct.

20.4 Clause 20.2 does not exclude amounts payable to a third party under a judgment or approved settlement covered by an indemnity in clause 19. Those amounts remain subject to clause 20.1.

20.5 Nothing in this Agreement limits liability to the extent that such liability cannot lawfully be limited or excluded.

21. Term, Renewal and Termination

21.1 The Agreement begins when the Order Form is accepted and continues for an initial term of one year.

21.2 The Agreement automatically renews for successive one-year periods unless either party gives at least 30 days' notice of non-renewal before the end of the then-current term. Where the Customer is a public body whose procurement rules do not permit automatic renewal, and the Customer has notified the Supplier of this in or before the Order Form, the Agreement will instead renew only by written agreement of both parties.

21.3 Either party may terminate the Agreement if the other party materially breaches the Agreement and fails to remedy that breach within 60 days after receiving written notice requiring it to do so. For failure to pay an undisputed amount, the remedy period is 30 days.

21.4 The Supplier may terminate the Agreement without cause by giving at least 60 days' written notice. If recurring subscription fees have been prepaid, the Supplier will refund the unused portion attributable to the period after termination.

21.5 On expiry or termination, the Customer's rights to use authenticated Services cease, outstanding fees remain payable, and each party will return or securely destroy the other party's Confidential Information where reasonably required, subject to clauses 21.7 and 21.8.

21.6 Where the Customer is a public body and funds for the Services are not appropriated or otherwise made available for a subsequent fiscal period, the Customer may terminate the Agreement with effect from the end of the last fiscal period for which funds were made available. The Customer must give written notice as soon as practicable and, where possible,

at least 30 days before that date. The Customer remains liable for fees for Services and Goods provided up to the effective date of termination.

21.7 For 30 days after expiry or termination, the Supplier will, on the Customer's written request made within that period, make Customer Content held in the Services available for export in a commonly used machine-readable format or the format in which it was supplied. Export work beyond the Supplier's standard tools may be provided as Additional Services.

21.8 After the export period in clause 21.7, the Supplier will delete or de-identify Customer Content within 90 days, except copies held in routine backups until overwritten or copies the Supplier is required by law to retain. Retained copies remain subject to clause 15.

21.9 Clauses 9, 12 (in respect of amounts accrued), 13.2, 14, 15, 16, 18.2 to 18.4, 19, 20, 21.5 to 21.9, 23, 24 and 26, and any other provision that by its nature is intended to survive, survive expiry or termination.

22. Modification of These Terms

22.1 The Supplier may update these Terms from time to time to reflect changes to the Services, applicable law, security requirements or business practices. Non-material updates, changes relating to new products or features, and changes that are reasonably beneficial to Customers may take effect when published or notified.

22.2 For any other material update, the Supplier will update the Last Modified date, give reasonable notice to affected Customers and identify the date on which the updated Terms take effect. Unless required by law, regulation or urgent security requirements, a change that materially reduces the Customer's contractual rights or materially increases its obligations will not apply during the Customer's then-current subscription term without the Customer's agreement and may instead take effect on renewal.

22.3 Continued use of the Services after updated Terms become applicable to the Customer constitutes acceptance of those Terms.

23. Contracting Entity and Governing Law

23.1 Where the Supplier is **Radiola Limited**, the Agreement is governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

23.2 Where the Supplier is **Ride Guide Transit Technologies, Inc.**, the Agreement is governed by the laws of the State of New York, without regard to conflict-of-laws principles, and the parties submit to the non-exclusive jurisdiction of the state and federal courts located in New York, New York.

24. Disputes

24.1 If a dispute arises, either party may give written notice describing the dispute and the parties will first attempt to resolve it through good-faith discussions between their operational representatives.

24.2 If the dispute is not resolved within 10 Business Days after that notice, either party may escalate it to a senior representative of each party for further good-faith negotiation. If it remains unresolved after a further 10 Business Days, either party may commence proceedings in the courts having jurisdiction under this Agreement, unless the parties agree to mediation or another dispute-resolution process.

24.3 Nothing in this clause prevents either party from seeking urgent injunctive or equitable relief.

25. Force Majeure

25.1 **"Force Majeure Event"** means an event beyond a party's reasonable control, including natural disaster, epidemic, war, terrorism, civil unrest, government action, industrial action not involving the affected party's own workforce, failure of public utilities or telecommunications networks, and major outages of third-party hosting or infrastructure providers.

25.2 A party is not liable for delay or failure to perform its obligations to the extent caused by a Force Majeure Event, provided it promptly notifies the other party and uses reasonable efforts to mitigate the effect and resume performance. A Force Majeure Event does not excuse an obligation to pay amounts due.

25.3 If a Force Majeure Event prevents performance of substantially all of an Order Form for more than 60 consecutive days, either party may terminate that Order Form by written notice, and the Supplier will refund any prepaid recurring fees attributable to the period after termination.

26. General

26.1 The Customer may not assign this Agreement without the Supplier's prior written consent, which will not be unreasonably withheld. The Supplier may assign the Agreement to a related company or as part of a merger, acquisition, corporate restructuring or sale of substantially all relevant business assets.

26.2 The parties are independent contractors. Nothing in this Agreement creates an employment, agency, partnership, trust or joint-venture relationship.

26.3 Formal notices under this Agreement must be in writing and may be delivered by email to the primary contractual contact nominated in the Order Form or to another address

notified in writing. Notices of breach, suspension, termination or non-renewal must also be copied to any additional notice address nominated in the Order Form.

26.4 An email notice is deemed received when sent unless the sender receives notice of failed delivery; if sent after 5.00 pm at the recipient's location or on a day that is not a Business Day, it is deemed received at 9.00 am on the next Business Day.

26.5 If any provision is held invalid or unenforceable, it will be modified or removed only to the minimum extent necessary and the remainder of the Agreement will continue in force.

26.6 Failure by either party to exercise a right does not constitute a waiver of that right.

26.7 The rights and remedies in this Agreement are cumulative unless expressly stated otherwise.

26.8 Nothing in this Agreement is intended to confer a benefit on a person other than the Customer, the Supplier and their permitted successors and assigns.

26.9 The Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes prior discussions and understandings concerning the same subject matter.