

## **Retained (Support) Services Agreement**

CykelAI Limited

Dated: \_\_\_\_\_ October 2023

## Overview

This Retained (Support) Services Agreement (“**RSA**” or “**Agreement**”) details the terms and conditions under which Crowdfom Limited (“**Crowdfom**”) will deliver services to CykelAI (“**Client**”)

## Parties

Crowdfom Ltd (“ <b>Crowdfom</b> ”)	<b>CykelAI Limited</b> (“ <b>Client</b> ”)
110 Shoreditch High Street London E1 6JN	16 Great Queen Street London WC2B 5DG
Company number: 09132821	Company number: 15088392
Crowdfom authorised representative: Léo Mercier <a href="mailto:leo@crowdfom.studio">leo@crowdfom.studio</a>	Client authorised representatives: Jonathan Bixby Jonathan.bixby@gmail.com

## Summary of Services

The retained services under this Agreement (“**Services**”) are as follows:

1. **Support:** A pre-allocated budget of team resource hours to be provided on a time and materials basis for updates and improvements.
2. **Maintenance:** Platform maintenance services be provided on an ongoing basis in accordance with the Service Level Agreement (“**Schedule 1**”)

### 1. Term

This Agreement shall be effective from the “Effective Date” and shall continue for the “Initial Period”

Item	Description
Effective Date	The date stated at the beginning of this RSA.
Initial Period	From the Effective Date until 31 December 2024.

**2. Fees & Payment**

The Total Retainer fee is as follows:

<b>Billed</b>	<b>Description</b>	<b>Fee</b>
Monthly in advance	Support Services	£960 + VAT
Monthly in advance	Maintenance being subject to the terms under Schedule 1 Service Level Agreement (“SLA”)	£9,040 + VAT
	<b>Total Retainer Fee (ex VAT)</b>	<b>£10,000 + VAT</b>

- 2.1. The total fee (“**Total Retainer Fee**”) will be invoiced monthly at the start of each preceding month of service for payment within 14 days.
- 2.2. Services requested by Client outside of the design of the level of the Total Retainer Fee will be subject to additional fees based on the rate card below
- 2.3. Agreed additional services charges will be added to the next invoice issued
- 2.4. Client shall be responsible for all Client directed, pre-approved travel and other out-of-pocket expenses incurred by Crowdfom with the prior written approval of Client.
- 2.5. Expenses include, without limitation, postage, shipping, models, presentation materials, photocopies, equipment rental, photographer’s costs and fees, photography and/or artwork licences, third party prototype production costs, talent fees, music licences, software licences, online access, Software as a Service, and hosting fees
- 2.6. Undisputed amounts not paid when due shall be subject to a late charge equal to two and a half percent (2.5%) per month above the Base Lending Rate of the Bank of England of the overdue amount until paid in full, but Crowdfom retains all rights, including termination in accordance with Section 10, if Client fails to pay on time.
- 2.7. Following the Initial Period the Total Retainer Fee and Rate Card will increase in line with Retail Price Index (RPI)

**3. Rate Card**

Retainer fees are based on the agreed rate card as follows:

<b>Role</b>	<b>Per Day</b>	<b>Per Hour</b>
Full Stack Developer	£600.00	£80.00
Senior Engineer	£760.00	£101.33
DevOps	£620.00	£82.67
Technical Lead	£960.00	£128.00
Technology Director	£1,450.00	£193.33
Product Designer	£565.00	£75.33
Senior Product Designer	£960.00	£128.00
Digital Design Director	£1,450.00	£193.33
Product Manager	£550.00	£73.33
Quality Assurance	£600.00	£80.00
Team Assistant	£390.00	£52.00

**4. Terms for Support Services**

- 4.1. Support services may be used for any strategy, design, development and management tasks
- 4.2. The support services fee functions as a budget to be spent on a time and materials basis in accordance with the Rate Card, with no carry over between month of performance
- 4.3. The scheduling of these resource days within each month of performance will be reasonably agreed by the Client at Crowdfom's final discretion
- 4.4. Resources will not be available on UK and Brazilian public holidays, unless otherwise agreed by Crowdfom
- 4.5. There will be no communication or services provided outside of the agreed days, except for the purposes of resource scheduling or where necessary to meet the requirements of the SLA under schedule 1.

## 5. Client Obligations

For the Services to be successfully delivered without the need for more time and fee charges the Client will:

- 5.1. Provide all reasonable information, support or other data that is necessary for the provision of the Services as is reasonably requested by Crowdforn;
- 5.2. Ensure that all materials and information provided by the Client are complete and accurate; and
- 5.3. If applicable:
  - 5.3.1. **Evaluation, Development and Testing:** Client shall provide two sets of credentials for login for all Customer environments (e.g., development, staging, production, etc.), which give access to test user accounts with all respective functionality to be supported in this RSA. Accounts will be used to assess, develop and test functionality for paths that pertain to a “logged in” user state. In the absence of these credentials, Crowdforn is not able to evaluate or develop new features, nor able to perform full testing, and will not be responsible for any issues that arise due to the lack of testing. In accordance with PCI and any applicable UK and European Union laws and requirements, Customer shall not provide live accounts for testing; and
  - 5.3.2. Access to **Stable Code:** During implementation, Client shall make new code available without changes at the sources listed in this RSA or as otherwise agreed to by the parties. Sources must be correct, stable and error free. Client shall make all content provided by Customer available upon Crowdforn’s request.

## 6. Crowdforn Obligations

- 6.1. Crowdforn will perform the Services within the schedule outlined in the RSA
- 6.2. Crowdforn may hire third party designers or service providers (“**Design Agents**”) as independent contractors provided that Crowdforn is responsible for Design Agents’ compliance with this Agreement and shall be primarily liable in relation thereto.
- 6.3. Client shall promptly review all rendered services, and must notify Crowdforn of any failure to conform to the RSA within 5 business days of discovery. If Crowdforn does not receive a timely notification, the rendered service will be deemed accepted. Client’s notification must clearly identify the problems with the service.
- 6.4. Client must promptly: (a) coordinate any decision-making activities with 3rd parties; (b) provide Client Content in a form suitable for reproduction or incorporation into the Deliverables; and (c) proof-read deliverables

## **7. Client Purchase Orders**

- 7.1. If applicable; Client shall supply a Purchase Order for the Initial Fee invoice within 5 business day of Client signing the Agreement. In addition, required Purchase Orders related to any other invoices shall be supplied to Crowdfom no later than five (5) business days after Crowdfom notifies Client that the applicable billing milestone has been reached
- 7.2. All fees are in Great British Pound (GBP) and are exclusive of VAT or any other taxes, which if applicable, shall be applied to the invoice total
- 7.3. The terms of this Agreement shall prevail notwithstanding any conflicting terms or conditions which may appear on, or be incorporated by reference in, a purchase order. Any other terms or conditions, whether additional, different or inconsistent with those of this Agreement presented in connection with a purchase order shall be void and of no effect, and will not be considered an amendment to this Agreement unless it is in writing signed by both parties, expressly referencing this Agreement and the section(s) being modified

## **8. Limitation of Liability**

- 8.1. Each party's maximum liability to the other party for damages for any and all causes whatsoever, shall be limited to the total amount paid to Crowdfom over the term
- 8.2. In no event shall either party be liable for any consequential losses including but not limited to lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services.
- 8.3. Crowdfom shall not be liable for claims arising out of or in connection with third-party services, products or materials not being supplied or sourced by Crowdfom ("**Third-Party Products**") including when Crowdfom implements or enables such Third-Party Products on behalf of Customer. All customer support for Third-Party Products are provided by the applicable third-party vendor, and Customer's use of Third-Party Products is conditioned upon Customer's compliance with such third-party vendor's terms of use, if any. Implementation and/or launch of Third-Party Products may be conditioned upon Customer's execution of a separate agreement directly with the third-party vendor and/or the third-party vendor's approval

## **9. Warranties and Indemnity**

- 9.1 Each party warrants and represents that it has full power and authority to enter into and perform this Agreement.

- 9.2 Crowdfom warrants and represents that: (i) it shall provide the support services hereunder in accordance with the highest standards of skill and care reasonably expected from a leading service provider in its industry; (ii) any materials developed and/or delivered hereunder shall on delivery comply with the agreed specification; (iii) it has obtained any and all consents, permits, licences and authorizations necessary for or in connection with providing the support services; and (iv) Client's use of the support services (and materials provided in relation to such services) shall not infringe the Intellectual Property Rights of any third party.
- 9.3 Except for the express representations and warranties stated in this agreement, Crowdfom makes no warranties and disclaims any other warranties of any kind, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or compliance with laws or government rules or regulations applicable to the project

## **10. Termination**

- 10.1. This Agreement will renew automatically and continue in full force and effect following expiry of the Initial Period unless otherwise terminated by either party in accordance with this Section 10.
- 10.2. Either party may terminate this Agreement for convenience upon giving the other party no less than 6 months' prior written notice, provided that such notice shall not be given earlier than the date 6 months prior to the expiry of the Initial Period.
- 10.3. Subject to any restrictions imposed by law, either party may immediately terminate this Agreement, if the other party either: (a) ceases to do business in the normal course; (b) becomes insolvent; (c) admits in writing its inability to meet its debts or other obligations as they become due; (d) makes a general assignment for the benefit of creditors; (e) has a receiver appointed for its business or assets; (f) files a voluntary petition for protection under the bankruptcy laws; (g) becomes the subject of an involuntary petition under the bankruptcy laws that is not dismissed within 60 days.
- 10.4. If a material breach of this Agreement is not cured within ten (10) business days after a party's receiving notice of the breach, then the non-breaching party may terminate this Agreement immediately upon notice (provided that, where Crowdfom is the non-breaching party, this termination right shall be subject to Crowdfom's compliance with its other obligations pursuant to this agreement) .
- 10.5. Upon expiration or termination of this Agreement: (a) each party shall return (or, at the disclosing party's request, destroy) the Confidential Information of the other party, and (b) other than as expressly provided in this Agreement, all rights and obligations of each party under this Agreement, exclusive of the Services, shall survive

- 10.6. The party in breach at termination must pay the committed costs, that cannot be cancelled without reasonable penalty, of the other party within 14 days of being invoiced

## **11. Notices**

- 11.1. All notices shall be sent by email. Permissible addresses for notice include those stated in this Agreement and any other address reasonably communicated.
- 11.2. A notice that is sent by email but is not read by the addressee is nevertheless effective if, but only if, it has been (a) sent from an email account that has been designated for notice and (b) delivered to an email account that has been designated for notice. Email accounts designated for notice are identified at the top of this Agreement, and may be amended only by written notice.

## **12. Client Rights in Deliverables**

- 12.1. Except where otherwise stated, upon payment for each monthly period, Crowdfom hereby assigns (by way of present and future assignment) with full title guarantee and free from all third party rights, all right, title and interest, throughout the world, to any patent, patent application, copyright, copyright application, moral right, trademark, trade secrets, know-how, invention, algorithm, and any similar or equivalent intellectual property ("**Intellectual Property Rights**"), in and to all materials, works or deliverables that are created and/or developed by Crowdfom (solely or jointly with others) as part of or in connection with the provision of the Services ("**Deliverables**"), save for any Intellectual Property Rights or materials which were owned by Crowdfom prior to the date of this Agreement and timely notified to Client ("**Background IP**"). These rights include all ownership rights in any artwork, designs and software created by Crowdfom and incorporated into a Deliverable or other materials provided to Client during that period, except as otherwise noted in this Agreement.
- 12.2. Crowdfom shall obtain waivers of all moral rights in the Deliverables to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 12.3. Crowdfom shall, promptly at Client's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Client may from time to time require for the purpose of securing for Client all right, title and interest in and to the Intellectual Property Rights assigned to Client in accordance with Section 12.1.
- 12.4. Client shall retain ownership of all Intellectual Property Rights in any materials that are provided by Client to Crowdfom in connection with the Services ("**Client Materials**"). Client grants to Crowdfom a fully paid-up, non-exclusive, royalty-free, non-transferable licence to



copy and modify the Client Materials for the term of this Agreement solely for the purpose of providing the Services to Client.

12.5. Crowdfom:

12.5.1. warrants that the receipt, use and onward supply of the Services and the Deliverables (excluding the Client Materials) by Customer and its permitted sub-licensees shall not infringe the rights, including any Intellectual Property Rights, of any third party; and

12.5.2. shall indemnify Client against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Client arising out of, or in connection with, the receipt, use or supply of the Services and the Deliverables (excluding the Client Materials) up to a maximum of the total fees paid by the Client at the date the issue(s) arise..

### **13. Crowdfom Rights in Background IP**

13.1. Crowdfom retains the rights to all Background IP that were not created as part of the delivery of the Services or any Intellectual Property Rights owned by Crowdfom that are not incorporated into or used in relation to any Deliverable.

13.2. To the extent that any Background IP are used in or in connection with any Deliverables, or to the extent that any Background IP is necessary for the provision of the Services, Crowdfom hereby grants to Client a perpetual, irrevocable, non-exclusive, royalty-free licence over any such Background IP solely for the purpose of enabling Client to use and receive the Services and/or any Deliverables in accordance with this Agreement.

13.3. Crowdfom may display such Background IP or materials in Crowdfom's portfolios and websites, and in galleries, publications and other exhibits for the purposes of professional recognition. Crowdfom may publicly describe its role in the Project.

### **14. Third Party Products**

14.1. Crowdfom shall not be liable for claims arising out of or in connection with third-party services, products or materials not being supplied or sourced by Crowdfom ("**Third-Party Products**"), even if Crowdfom implements or enables such Third-Party Products on behalf of Client.

14.2. All customer support for Third-Party Products are provided by the applicable third-party vendor, and Client's use of Third-Party Products is conditioned upon Client's compliance with such third-party vendor's terms of use, if any.

- 14.3. The implementation and/or launch of Third-Party Products may be conditioned upon Client's execution of a separate agreement directly with the third-party vendor and/or the third-party vendor's approval.

## **15. Exclusivity**

- 15.1. Except as set out in clause 15.2, Crowdfom shall not provide services that are similar to the Services to, or use the Deliverables in connection with, any of Client's competitors during the Exclusivity Period. For the purpose of this Section 15, "**Exclusivity Period**" means the period in which Crowdfom or any of its shareholders, directors, officers or employees owns or holds any shares, voting power or other similar interest in the Client.
- 15.2. Nothing in clause 15.1 will prevent Crowdfom from providing services to any entity that the Client agrees in writing to be an exception to clause 15.1.

## **16. Force Majeure**

If either party is prevented from carrying out its obligations hereunder due to any Force Majeure Event (defined below), it shall have the right, upon written notice to the other party, to suspend its performance hereunder during any and all such periods. Such suspensions may not occur more than once during any Force Majeure Event. At any time during a force majeure suspension hereunder, Client may terminate this Agreement upon written notice to Crowdfom without liability except for required payment for satisfactory services rendered through the effective date of such termination and reimbursement for pre-approved costs incurred that cannot be cancelled without reasonable penalty. As used herein, the term "**Force Majeure Event**" shall mean wars, acts of public enemy, acts of terrorism, insurrections, epidemic, acts of God, fire, lock-out, strike, riot or civil commotion, pandemic, act of government or governmental instrumentality, whether government or local, or any other similar reasons beyond the reasonable control of the non-performing party.

## **17. COVID-19**

As at the date of signing this agreement, both parties acknowledge that there is an ongoing Coronavirus pandemic. As such, if Covid-19, in the reasonable opinion of both parties (acting in good faith), has an evidenced, direct, material and adverse effect on the ability of the other party to perform the delivery off its obligations and services then both parties shall use reasonable endeavours to reschedule the key timings subject to reasonably unavoidable additional costs

**18. Data Security and GDPR**

Both parties agree to work strictly within compliance to the highest standards and prevailing legislation related to Data Security and GDPR

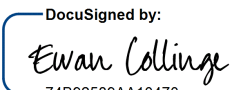
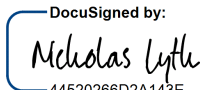
**19. Confidentiality**

Each Party agrees that any information or materials provided in connection with this Agreement (“**Confidential Information**”) are confidential and proprietary to the disclosing Party. Each Party agrees to use Confidential Information only for the purposes of performance of this Agreement and not to disclose or otherwise make Confidential Information available to any third party. Disclosure of Client Confidential Information by Service Provider to employees or subcontractors of Service Provider shall be strictly on a “need-to-know” basis. This paragraph shall not apply to information which (i) can be established by written evidence to have already been in the lawful possession of the receiving Party prior to the time of disclosure; (ii) was received by the receiving Party from a third party without similar restriction and without breach of this Agreement; (iii) was developed entirely independently by the receiving Party; or (iv) is or at any time becomes public other than by breach. Either Party may disclose Confidential Information in accordance with judicial or other governmental order, provided that the disclosing Party shall give the other Party reasonable advance notice prior to such disclosure

**20. Governing Law and Jurisdiction**

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

**21. Signatures**

Crowdfom Limited	CykelAI Limited
Signature  <small>DocuSigned by: Ewan Collinge 74B92589AA10470...</small>	Signature  <small>DocuSigned by: Nicholas Lytle 44520266D2A143E...</small>

Name	Name
Title	Title
Date	Date

## Schedule 1

### Service Level Agreement

#### 1. Availability

- 1.1. Subject to the limitations set forth in the Agreement, including this Service Level Agreement (“**SLA**”), the Services will be made available to the Client Monday - Friday inclusive, between the hours of 9.30am - 6pm UK (“**office business hours**”). For purposes of this SLA, the term “**Availability**” means the amount of time that the Client application and platform is up and available to provide the Services to Client, excluding Scheduled Downtime (as defined below) or any loss or interruption of services resulting from actions or inactions of Client, its service providers or their respective equipment. Availability is not a measure of the uptime of third party applications or mobile web pages in a mobile application (each, a “**Site**” for the purposes of this SLA), which may be affected by actions or inactions of the Client, its service providers or their respective equipment.
- 1.2. Crowdfom is permitted to perform periodic maintenance on the Services for purposes of system upgrades, maintenance and backup procedures (“**Scheduled Downtime**”). Crowdfom will notify Client at least 48 hours before any Scheduled Downtime that will affect the Services and will use commercially reasonable efforts to coordinate all Scheduled Downtime to no more than 60 minutes (and avoid any such downtime during peak hours). In addition, Client acknowledges Crowdfom may perform urgent and reasonably necessary maintenance requests if needed to maintain functionality of Client’s service and without prior notification to Client.
- 1.3. Outside of office business hours, Crowdfom will provide support for Severity 1 issues during Client’s normal operating hours. If the originating fault is not within the Cykel Platform (defined as ‘website, infrastructure, PWA app’) and caused by a third party, services performed outside of office business will be billed at a rate per hour. For the avoidance of doubt, “outside of office business hours” shall mean (a) on weekdays (excluding bank holidays in England): beginning at 2000 and continuing until 0100 on the following morning; and (b) on weekends and bank holidays in England.
- 1.4. If Client reports any problem regarding Availability, Crowdfom shall promptly, and at no charge to Client:
  - 1.4.1. investigate, assemble, and preserve pertinent information with respect to, and report on, the causes of the problem, including performing a root cause analysis of the problem;
  - 1.4.2. advise Client of the status of remedial efforts being undertaken;

1.4.3. use all commercially reasonable efforts to minimise the impact of and correct the problem; and

1.4.4. take appropriate preventive measures to avoid any recurrence of the problem.

## 2. Monitoring

Crowdfom will use automated third party services, such as Google Cloud Monitoring, Sentry or AWS Cloud Watch, with reports available for Client's reference. Any third party costs associated with monitoring and alerts will be incurred by the Client.

## 3. Problem Management

3.1. If Client reports or Crowdfom detects any problem regarding end user ability to use the Services which are caused solely by Crowdfom, Crowdfom shall promptly within the time frames set forth below and at no charge to Client (i) investigate, assemble, and preserve pertinent information with respect to, and report on, the causes of the problem, including performing a root cause analysis of the problem; (ii) advise Client of the status of remedial efforts being undertaken; (iii) use all commercially reasonable efforts to minimise the impact of, correct and provide a workaround for the problem; and (iv) take appropriate preventive measures to avoid any recurrence of the problem.

Classification	Definition	Initial Response Time	Repair Schedule
Severity 1	End user ability (affecting greater than 20% of Client's user base) to use the Services is stopped or severely impacted. Any inability for an end user to complete a purchase, booking or transaction shall be deemed a Severity 1 priority. There is no workaround.	4 business hours	N/A
Severity 2	An important feature is severely impacted, but there is a temporary workaround. Once the temporary workaround is achieved and accepted by Customer, the issue is moved to a Severity 3 for permanent resolution.	1 business day	N/A
Severity 3	An optional feature or cosmetic element of the Services is unavailable and a temporary workaround is available or Customer determines no impact on their business.	5 business days	Monthly maintenance release

3.2. Without prejudice to the timescales set out above, in all Severity 1 cases Crowdfom shall also seek to ensure that any fixes are undertaken and performed without delay.

- (a) The above timelines shall not apply to any issues that were discovered during User Acceptance Testing or prior to such functionality being launched into production.

#### 4. Support Contact Information

- 4.1. Crowdfom shall provide online support (“**email**”) to Client during the Availability period.
- 4.2. Communication received outside of office business hours will be collected, however no action can be guaranteed until the next working day.
- 4.3. Crowdfom’s technical team can be reached by the following methods:

Method	Contact Details	Support Hours
Standard Support	Email: <a href="mailto:support@crowdfom.studio">support@crowdfom.studio</a>	Local office business hours 9.30am -9pm (UK)

#### 5. Client Responsibilities

- 5.1. In order for Crowdfom to provide the services, the Client, in the event that Client identifies an issue, will need to fulfil the following responsibilities:
- 5.2. Timely reporting of the issue;
- 5.3. Provide steps to reproduce the issue;
- 5.4. Provide relevant test accounts or end user profiles (if applicable);
- 5.5. Provide device and environment information;
- 5.6. Provide a business impact assessment; and
- 5.7. Provide recent change history on the source Crowdfom develops against (such as, but not limited to, desktop site or APIs)

#### 6. Client Change Management Responsibilities

To support an efficient change manage process the Client will need to provide:

- 6.1. Notification of proposed changes at least ten (10) days prior to the proposed implementation date of the change;
- 6.2. Access to staging environments with login information as necessary;
- 6.3. Timely access to stable code;
- 6.4. Account credentials for different account types (employee, executive, customer etc.);
- 6.5. Test credit card information, if provided by the Client;
- 6.6. Coupon codes, gift cards, PNR’s etc.;

- 6.7. Copy for coming soon, maintenance pages, and error/notification pages; and
- 6.8. A release schedule of upcoming changes on the source Crowdfom develops against (such as, but not limited to, desktop site or APIs)
- 6.9. Any essential information that we require to perform our services

## **7. New Operating Systems**

New operating system releases with functionality not yet available in the devices/operating systems detailed in the Device Support Table of the applicable SOW, Client may request that such functionality be incorporated into the Application, subject to a separate, mutually executed SOW and additional fees.

## **8. Delivery to App Markets**

- 8.1. Apple App Store, Google Play, Windows Store, and other similar application marketplaces (each, an “**App Market**”) are closed and proprietary environments. Crowdfom makes every effort to comply with submission guidelines of the applicable App Market owner, however actual approval by the App Market owner cannot be guaranteed by Crowdfom.
- 8.2. Should revisions be needed to pass approval, Crowdfom will support all revisions within the original project scope that match the applicable App Market owner’s requirements at no additional cost to Customer.