

MOSAIQ TERMS OF SERVICE - PAID PLANS

MOSAIQ TRANSIT INTELLIGENCE SUITE

Last updated 21 September 2026

1 About this document

- 1.1 **Overview:** These terms of service (**'Terms'**) apply to the paid use of the software platform known as MOSAIQ TRANSIT INTELLIGENCE SUITE, which includes the products, modules, APIs and other applications described at mosaiq.co (each a **'Product'** and together the **'Products'**).
- 1.2 **Who we are:** The Products are made available by Snapper Services Limited, a company incorporated in New Zealand under company number 1891262 (**'Snapper'**, **'we'**, **'us'**, **'our'**) to an end customer to whom Snapper grants access to the Products (in these Terms, referred to as **'Customer'**, **'you'**, **'your'**).
- 1.3 **No other terms apply:** These Terms apply to the exclusion of any terms which you purport to apply between you and Snapper relating to your use of the Products.
- 1.4 **Subscription through a Reseller:** If you subscribe to the Products through a Reseller:
- a you will be subject to:
 - i the terms and conditions governing that arrangement; and
 - ii these Terms;
 - b we will not be liable to you in connection with your arrangements with the Reseller.

2 Updates

- 2.1 **How Snapper may update:** Snapper may update this document by:
- a posting an updated document at mosaiq.co; and/or
 - b notice in writing to Customers issued in accordance with clause 18.
- 2.2 **Effective date of updates – Existing Customers:** Any updates made by Snapper in accordance with clause 2.1 will take effect as between Snapper and any existing Customer as follows:
- a in the case of new products or modules, and corresponding service levels and support terms, updates will take effect immediately;
 - b in the case of other updates which are non-material (such as grammatical changes), are changes to accommodate the introduction of new products, services or features, or are changes which a reasonable person would consider are beneficial to Customers, updates will take effect immediately; and
 - c all other updates will be effective 30 days after the date on which they are notified to you, or after such longer notice period as we may notify. Continued use of the Products after the expiry of the notice period constitutes binding acceptance of the updated terms.

3 Definitions and interpretation

3.1 Definitions: In these Terms, unless the context otherwise requires:

'Access Account' has the meaning given to it in clause 7.1.

'Applicable Law' means any legislation or regulation which is binding on a party.

'Additional Services' means any services associated with the Products, as requested by you (or a Reseller) and agreed in a Work Order Form, which in each case are outside the scope of the onboarding services set out in clause 5, and the support services set out in Schedule 1: Support Services Schedule.

'Authorised Person' has the meaning given to it in clause 7.1.

'Bank Bill Rate' means the New Zealand 90-Day Bank Bill Rate (BKBM) published by the Reserve Bank of New Zealand, or if that rate ceases to be published by the Reserve Bank of New Zealand, its successor rate (or the equivalent mid-rate for 90-day interbank lending).

'Best Industry Practice' means the exercise of the skill, diligence, prudence, foresight, and judgement, as determined by reference to good national and international practice, which would be expected from a highly skilled and experienced person under the same or similar circumstances to those applicable under these Terms.

'Business Day' means a day (other than Saturday or Sunday) on which registered banks are open for business in Wellington, New Zealand, but excludes any day in the period from 24 December in any year to 5 January in the following year (both inclusive).

'Compensation Credits' has the meaning given to it by Schedule 2: Service Level Schedule.

'Confidential Information' means:

- a all commercial, financial, and/or technical information, trade secrets, products, operations, processes, and unpublished information relating to a party's operations, business, or prospective business;
- b any other information imparted to a party by or on behalf of the other party or otherwise obtained under or in connection with the Products and which is of a confidential nature (whether or not expressly designated as imparted in confidence).

'Customer' means a 'Customer' under these Terms.

'Customer Instance' means an instance of the Product established by Snapper for a Customer.

'Discloser' has the meaning given to it by clause 16.1.

'Dispute' means any dispute or difference which may arise between the parties concerning the interpretation or application of these Terms, or otherwise concerning your use of and/or access to the Products.

'Fees' means the fees payable by you to us (or by you to a Reseller) for your access to the Products and any other charges that may be charged in connection with the Products, as is notified to you by us (or by a Reseller) from time to time.

'First-Line Support' means the 'First-Line Support' services described in Schedule 1: Support Services Schedule.

'Intellectual Property Rights' means:

- a all intellectual property rights throughout the world, including rights in respect of copyright, patents, trade marks, designs, trade secrets, know-how, and circuit layouts (in each case, whether registered or unregistered); and
- b any application or right to apply for registration of any of the foregoing rights.

'Liability' means, in respect of a Third Party IP Claim:

- a costs, expenses, damages, liabilities, judgments, fines, penalties (whether civil, criminal or otherwise) incurred in defending or settling the Third Party IP Claim;
- b amounts paid or payable in settlement of the Third Party IP Claim, including all interest, assessments and other charges paid or payable in connection with or in respect of any of the foregoing; and
- c all legal costs and expenses incurred (including solicitor-client costs) in connection with the defence or settlement of the Third Party IP Claim.

'Mosaiq Brand' means any trade marks or service marks used to identify any Product or other component of the Mosaiq Transit Intelligence Suite, and any other Mosaiq brand, in whatever form and however stylised.

'Non-Standard Deployment' means a deployment of a Product that is not a Standard Deployment.

'Order Form' has the meaning given to it by clause 4.1.

'Product' has the meaning given to it by clause 1.1.

'Products IPR' means all Intellectual Property Rights incorporated in the Products and/or any materials we provide you in connection with your use of the Products.

'Recipient' has the meaning given to it by clause 16.1.

'Reseller' means a reseller of the Products who is party to a Reseller Agreement.

'Reseller Agreement' means a Reseller Agreement between Snapper and the Reseller, appointing the Reseller to resell the Products.

'Second-Line Support' means the 'Second-Line Support' services described in Schedule 1: Support Services Schedule.

'Service Levels' means the 'Service Levels' set out at Schedule 2: Service Level Schedule.

'Standard Deployment' means a deployment of a Product which is limited to the features described at mosaiq.co or otherwise confirmed to you (or the Reseller) in writing.

'Third-Line Support' means the 'Third-Line Support' services described in Schedule 1: Support Services Schedule.

'Third Party IP Claim' means a proceeding or claim against us alleging that the incorporation of any materials in the Products which are provided to us by you or on your behalf infringes the Intellectual Property Rights or any other rights of any other person.

'Work Order Form' is a form which uses the template supplied by Snapper from time to time, and which includes the details described at clause 9.2.

3.2 **Rules of Interpretation:** In interpreting these Terms, the following rules must be applied unless the context otherwise requires:

- a **Headings:** Clause and other headings are for reference only and are not an aid in interpretation.
- b **Statutes:** References to statutory provisions include references to all regulations, orders, rules or notices made under that statute, and references to a statute or regulation are references to those statutes or regulations as they may be amended or re-enacted or as their application is modified by other provisions from time to time.

3.3 **Inconsistency:** If there is any inconsistency between the documents that form part of these Terms, the following descending order of precedence applies (in that provisions or documents will prevail over provisions or documents listed below them, to the extent of any inconsistency):

- a these Terms; and
- b any other documents incorporated by reference into these Terms.

4 Subscription to the Products

4.1 **How to subscribe:** To subscribe to the Products, you (or a Reseller acting on your behalf), must submit a valid order form ('**Order Form**') to us, which:

- a is an offer by you to subscribe to the Products (or to one of the Products);
- b if accepted by us will form a contract between you and us, on these Terms and those in the Order Form, which will apply to your subscription and access to the Products.

4.2 **Pricing:** The Fees payable by you in connection with your access to the Products will be:

- a if you subscribe through a Reseller, as notified by the Reseller to you; or
- b for all other Customers, as set out in the Order Form, and based on the pricing set out at mosaiq.co.

4.3 **Term and automatic renewal:** Your subscription term and the terms on which any renewal occurs will be determined by:

- a if you subscribe through a Reseller, the agreement between you and the Reseller; or
- b for all other Customers, the dates set out in the Order Form.

5 Onboarding

5.1 **Standard Deployment:** We will undertake the following onboarding services for a Standard Deployment:

- a the establishment of your subscription to the Products;
- b the establishment of an interface between your Customer Instance and your existing data feeds, to enable the ingestion of data from those feeds;
- c agreement of a success plan which sets out the criteria to be met for onboarding to be considered complete; and
- d provision of a maximum of six online customer success onboarding sessions to support the successful implementation and adoption of the products, which will include:
 - i an initial kick-off session;
 - ii product training; and
 - iii success planning.

Onboarding will be considered complete upon completion of the criteria set out in the success plan, and Snapper will not be required to deliver any other onboarding services to you (such as the import of historical data), beyond those which are set out above.

5.2 **Customer inputs – Mosaiq Go:** The Customer, and not Snapper, will undertake the following onboarding services for the “Mosaiq Go” Product:

- a procuring and installing supported devices;
- b installing and testing the mobile application; and
- c training (using provided user guides).

5.3 **Additional services:** Additional online sessions, as well as onsite training sessions are also available upon request and may incur additional fees.

5.4 **Non-Standard Deployment:** With respect to a Non-Standard Deployment, Snapper will undertake onboarding services as may be agreed in the Order Form.

6 Access to the Products

6.1 **Availability and Service Levels:** We will make the Products available to you to use, on a non-exclusive basis, in accordance with:

- a these Terms; and
- b Schedule 2: Service Level Schedule.

6.2 **Failure to meet the Service Levels:** Your sole remedy against us arising from or in connection with our failure to meet the Service Levels or otherwise in connection with your access to the Products is the application by us of Compensation Credits in accordance with Schedule 2: Service Level Schedule.

6.3 **No other warranties:** We give no warranties and make no representations (including any statutory warranties other than those which we are not permitted to exclude under law, and any other warranties that might be implied) in connection with the Products or your use of the Products, other than the warranties and representations set out in these Terms (including in Schedule 2: Service Level Schedule).

6.4 **Revocation or suspension:** We may revoke or suspend your access to the Products, without notice and without incurring liability to you:

- a where we reasonably consider that:
 - i your access is being misused or has been compromised;
 - ii to do so is desirable to protect the security and integrity of the Products generally, and/or any systems underpinning the delivery of the Products;
- b to undertake maintenance (scheduled or otherwise) of the Products generally, and/or any systems underpinning the delivery of the Products; and
- c if required to do so by a third party on whom we rely for the provision of the Products.

6.5 **Restrictions on use:** You must not:

- a reverse engineer, disassemble, modify, decompile, decode, translate, or make any derivative works from the Products, or attempt to do so;
- b attempt to learn the source code, structure, algorithms, or internal ideas underlying the Products;
- c use the Products to store or transmit any viruses, software routines, or other code designed to permit unauthorised access, to disable, erase, or otherwise harm software, hardware, or data, or to perform any other harmful actions;
- d gain access to the Products or any of its functionality (including any data or other information made available through the Products) which you do not have our authority to access, or attempt to do so;
- e copy, frame, mirror, alter, modify, transmit or reproduce the Products or any of its functionality, or attempt to do so;
- f use the Products in a way that:
 - i breaches, or causes us to breach, Applicable Law; or
 - ii infringes any person's Intellectual Property Rights; and
- g remove, alter, or obscure the Mosaiq Brand, or any proprietary or copyright notices which we have configured the Products to display.

6.6 **Ask Mosaiq:** Some of our Products include an AI-assisted feature called "Ask Mosaiq" that allows you to ask questions about your data using a large language model. The restrictions in clause 6.5 apply to Ask Mosaiq as they apply to the rest of the Products. In addition:

- h you must use Ask Mosaiq only for legitimate business purposes in connection with your use of the Products,
- i you must not use Ask Mosaiq to make, or rely on its output to make, any decision producing legal or similarly significant effects on an individual without meaningful human review;
- j Ask Mosaiq may incorporate or consume certain services obtained from third parties such as weather data. Any such services will be provided on a best efforts basis but we

have no liability, or provide no warranty to you, in respect of your use of or reliance on these services;

- k Ask Mosaiq's outputs are generated automatically and may be incomplete or inaccurate; you are responsible for reviewing and verifying any output before relying on it; and
- l you must not use the Ask Mosaiq feature in a manner that is excessive or disproportionate to your ordinary use of the Products, or that we reasonably consider places an unreasonable burden on the systems underpinning Ask Mosaiq (**Fair Use Obligation**). Without limiting clause 6.4, if we reasonably consider that you have breached the Fair Use Obligation, or that doing so is desirable to protect the security, integrity, viability or performance of Ask Mosaiq or the systems underpinning it, we may restrict, throttle, or otherwise limit your access to Ask Mosaiq (in whole or in part), without notice and without incurring liability to you.

7 Access Accounts and Authorised Persons

- 7.1 **Access Accounts and Authorised Persons:** We may from time to time (including through the onboarding process referred to in clause 5) provide you with login details, passwords and/or other authorised credentials ('**Access Account**'), and administration privileges for the purposes of you establishing individual logins, passwords and/or credentials for the persons nominated by you ('**Authorised Persons**') (which logins, passwords and credentials will be 'Access Accounts' for the purposes of these Terms), to enable you access, and to grant Authorised Persons access, to the Products. Authorised Persons must be employees of your organisation. Access for any other individuals, including contractors or other personnel directly engaged by you, must be requested in writing and is subject to prior written approval by Snapper.
- 7.2 **Responsibilities for actions:** You will be solely liable for any actions undertaken on or in respect of the Products using an Access Account that is provided to or established by you under clause 7.1.
- 7.3 **Cease involvement:** You must immediately terminate the Access Account of any Authorised Person if:
 - a that Authorised Person is no longer engaged by or otherwise associated with you; or
 - b at the request of us.
- 7.4 **Security:** You must:
 - a undertake all security checks necessary and appropriate in accordance with Best Industry Practice, or as otherwise reasonably required by us, prior to nominating an Authorised Person under clause 7.1 or otherwise granting an Authorised Person access to the Products; and
 - b keep secure and confidential, and must procure that each Authorised Person keeps secure and confidential, the details of each Access Account and in particular the Access Account passwords or any other personal password or code that is assigned to you or Authorised Person.
- 7.5 **General obligations:** You must ensure each of the Authorised Persons comply with clause 6.5 (Restrictions on use), as if references to 'you' in that clause were to an Authorised Person.

8 Support

8.1 **New releases and updates:** You must implement, at our request:

- a maintenance releases;
- b new features; and/or
- c new versions,

of the Products (to the extent such releases, features or versions are not automatically deployed), and we may by notice to you cease to provide support in respect of where you have failed to implement a release, feature or version when reasonably requested to do so.

8.2 **Support:** We will provide you with First-Line Support, Second-Line Support and Third-Line Support in respect of your use of the Products in accordance with Schedule 1: Support Services Schedule.

9 Additional Services

9.1 **Instigation:** If you wish for us to carry out any Additional Services you (or a Reseller) may request this with a valid Work Order Form.

9.2 **Work Order Form:** A Work Order Form will specify:

- a the nature of the Additional Services required;
- b any timeframes by which the Additional Services are to be completed;
- c any acceptance criteria; and
- d the applicable Fees.

9.3 **Terms:** Each Work Order Form, once signed by both parties (or by Snapper and the Reseller acting on your behalf), will be governed by these Terms and the terms of the Work Order Form.

10 Invoicing and payment

10.1 **Invoicing and payment:**

- a if you subscribe to the Products through a Reseller, the Reseller will be responsible for invoicing you for the Fees, and you must pay the Fees to the Reseller; and
- b if you subscribe to the Products (or if you request any Additional Services) directly from us:
 - i we will invoice you for the Fees in accordance with the Order Form and any Work Order Form;
 - ii any Compensation Credits to which you are entitled will be deducted from your Fee;
 - iii you must pay each invoice issued by us by no later than 30 days after the date of the invoice; and

- iv if you are required by Applicable Law to make any deduction or withholding from any payment, the amount payable will be increased to an amount which (after making any deduction or withholding) leaves Snapper with the amount Snapper would have received had no such deduction or withholding been required.

10.2 **Failure to pay:** If you do not pay the full amount of an invoice issued by us when due, without limiting our rights under clause 14:

- a we may charge late payment interest on the outstanding amount:
 - i at a rate equal to the Bank Bill Rate plus 5% per annum, compounding monthly; and
 - ii for a period which starts on the date that the amount falls due for payment and ends on the date you pay the full amount outstanding in full; and
- b we may recover from you all costs of recovery we incur in connection with your late payment.

11 Data Protection and Privacy

- 11.1 If we process any personal information or personal data on your behalf, in connection with your use of the Products, The Mosaiq Data Processing Agreement published at mosaiq.co will apply to your access to and use of the Products. We may update that agreement from time to time in accordance with its terms.
- 11.2 Any other personal information we collect through your use of the Products is handled in accordance with our privacy statement, available at mosaiq.co. Please review the privacy statement for details on what we collect, how we use it, and your rights of access and correction.
- 11.3 If you provide us with the personal information or personal data of any other person, you must make sure you have that person's authority to do so and you must make sure that person knows that their information may be used by us in the circumstances set out in our privacy statement.

12 Marketing

You grant Snapper permission and the right to:

- a identify you as a customer and to use your logo across Snapper marketing materials (e.g. the Mosaiq website, emails, presentations, brochures, event collateral); and
- b develop content around your experience as a Snapper customer (e.g. a written case study or video case study).

Any content created under sub-clause b will be created in cooperation with you and used only upon your written approval. Snapper will use any trademarks provided by you pursuant to sub-clause a in accordance with any reasonable brand guidelines that you provide to us in writing prior to our use.

13 Liability

- 13.1 **Exclusion:** We will not be liable to you whether in contract, tort (including negligence), breach of statutory duty or otherwise, under or in connection with these Terms, and/or your use of the Products (including any inability to use the Products) for any of the following:
- a any loss or damage arising from any failure of systems, hardware, software, communications equipment, networks or other equipment used by you to access the Products;
 - b any loss or damage caused by or arising from a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect or corrupt your computer hardware, software, data or devices arising from your use of the Products;
 - c any loss of the use of money, loss of anticipated savings, loss of bargain, loss of revenue, loss of opportunity, loss of business, loss of profit, loss of goodwill or loss of reputation (in each case, whether direct or indirect);
 - d loss or corruption of your data held on the Products;
 - e any indirect or consequential loss; and/or
 - f any loss or damage arising as a result of any third party bringing a claim in respect of any of the above types of loss.
- 13.2 **Limitation:** Our aggregate liability to you due to, under and/or arising out of or in connection with these Terms and/or your use of the Products (including any inability to use the Products) in contract, tort (including negligence), breach of statutory duty or otherwise, in respect of any and all claims, will not exceed the aggregate amount of the Fees actually paid by you to us (or to your Reseller) in the 12-month period prior to the date on which the event giving rise to our liability occurs.

14 Early termination

- 14.1 **Termination:** Without limiting our rights under clause 6.4 or clause 6.6, we may terminate your access to the Products immediately:
- a if you breach any of your material obligations under these Terms, including your obligations under clause 6.5 [or clause 6.6](#);
 - b if you fail to pay any Fees payable to us (or your Reseller fails to pay any fees payable to us under the Order Form) when due; or
 - c if we elect to discontinue the Products.
- 14.2 **Manner of termination:** If we terminate your access to the Products under clause 14.1, we may do so by suspending or revoking your account, without notice to you.
- 14.3 **Effect of termination:** If we terminate your access to the Products under clause 14.1 you will immediately cease to have the right to use the Products.

15 Intellectual Property Rights

- 15.1 **Ownership:** As between you and us, all right, title, and interest in the Products IPR will remain in the ownership of, or will vest in (upon its creation), us (or our licensors).

- 15.2 **Licence:** Without limiting clause 15.1, we hereby grant to you a non-exclusive, perpetual, royalty-free licence of the Products IPR solely to the extent necessary to enable you to use the Products in accordance with these Terms.
- 15.3 **Limited warranty:** So far as we are aware, the Products and your use of the Products in accordance with these Terms does not, and will not, infringe the Intellectual Property Rights of any person.
- 15.4 **Modification of the Products:** If we become or reasonably consider that we may become the subject of a claim by any person that the Products and/or your use of the Products in accordance with these Terms does or may infringe that person's Intellectual Property Rights, we may, at our option:
- a obtain such rights as we reasonably consider necessary to ensure that you may continue to use the Products without infringing that person's Intellectual Property Rights; or
 - b replace or modify the Products (or any of its functionality) in such a way as to not substantially compromise the primary functionality of the Products.
- 15.5 **Licence to use your Intellectual Property Rights:** You hereby grant us a non-exclusive, royalty-free licence of your Intellectual Property Rights to the extent necessary or desirable to enable us to:
- a make the Products available to you and otherwise perform our obligations under these Terms;
 - b make improvements to, update, or otherwise modify the Products; and
 - c use your logo and branding for the purposes of publicising that we are working with you.
- 15.6 **Indemnity for incorporation of your materials:** You must indemnify us on demand for all Liability we incur arising out of or in connection with any Third Party IP Claim.

16 Confidentiality

- 16.1 **Obligation of confidentiality:** Subject to clause 16.3, each party ('**Recipient**'):
- a must keep secret; and
 - b subject to clause 16.2, must not disclose to any other person,
- the Confidential Information of or relating to the other party ('**Discloser**').
- 16.2 **Disclosure:** The Recipient may disclose the Confidential Information to:
- a its legal and professional advisors for the purposes of obtaining advice; and
 - b its subcontractors, if such subcontractors need to know the Confidential Information for the purposes of carrying out the obligations of the Recipient which are subcontracted to them and on the basis the subcontractor is also subject to confidentiality.
- 16.3 **Exclusions:** The obligations under clause 16.1 do not apply to the extent that any Confidential Information:
- a is in, or has become part of, the public domain other than as a result of:

- i a breach of your obligations of confidentiality arising under clause 16.1; or
 - ii a breach of confidence owing to us by any other person which you knew or ought to have known was a breach of confidence;
 - b is in your possession other than by virtue of disclosure from us or your access to the Products; or
 - c must be disclosed by you under a specific requirement of Applicable Law, subject to clause 16.4.
- 16.4 **Permitted disclosures:** If you are required to make a disclosure under clause 16.3c such disclosure may only be made:
- a to the extent necessary;
 - b to the proper recipient; and
 - c unless prevented by Applicable Law, if you have used reasonable endeavours to give prior written notice to us of the requirement, setting out the nature of the information to be disclosed and provided that where you are prevented by Applicable Law from giving prior notice to us, you must provide notice of the nature of the information disclosed as soon as permissible under Applicable Law after making such disclosure.
- 16.5 **Restrictions on representations and public comment:** Except as expressly contemplated by these Terms, you must not make any representations or public comment regarding the Products without Snapper's prior approval (which approval may not be unreasonably withheld).

17 Disputes

- 17.1 **First-level resolution:** If a Dispute arises, either you or we may by notice to the other party refer the Dispute to the other, with a view to resolving the Dispute by way of good faith negotiations.
- 17.2 **Second-level escalation:** If the Dispute is not settled within 10 Business Days after the date of the notice given under clause 17.1, either you or we may by notice to the other party refer the Dispute to the other, with a view to resolving the Dispute by way of good faith negotiations.
- 17.3 **Mediation:** If the Dispute is not settled by good faith negotiation between the parties within 20 Business Days after the date of the notice given under clause 17.2, either you or we may by notice to the other party refer the Dispute to the mediation of a single mediator appointed by agreement of the parties or, in the absence of agreement within five Business Days after the date of that notice, appointed by the Resolution Institute of New Zealand.
- 17.4 **Conduct of mediation:** The parties must mediate any Dispute on the terms of the Resolution Institute standard Mediation Agreement (NZ version).
- 17.5 **Arbitration:** If the Dispute is not settled by mediation within 40 Business Days after the date of the notice given under clause 17.3, either party may by notice to the other party refer the Dispute to the arbitration of a single arbitrator appointed by agreement of the parties or, failing agreement within five Business Days after the date of that notice, appointed by the Resolution Institute of New Zealand.

- 17.6 **Conduct of arbitration:** Unless the parties otherwise agree:
- a the seat of arbitration will be Wellington, New Zealand;
 - b the law applicable to the arbitral proceedings and the matters that are the subject of the Dispute will be the laws of New Zealand; and
 - c the arbitration will otherwise be conducted in accordance with the Arbitration Act 1996.
- 17.7 **Urgent or equitable relief:** Nothing in this clause 17 will prevent a party from commencing court proceedings in a court of competent jurisdiction for the purposes of:
- a enforcing an arbitration award; or
 - b seeking urgent injunctive relief or any other equitable remedy.

18 Notices

- 18.1 **How to give:** Any notice given under or in connection with these Terms:

- a must be in writing; and
- b will only be validly given if personally delivered posted, or sent by email to that party's address for service as set out below (or such other address as that party subsequently notifies to the other party):

Snapper:

By post, to: Chief Financial Officer

Level 9, 1 Willis Street
Wellington 6011
New Zealand

By email, to: info@mosaiq.co

You:

To the contact details set out in your Order Form, or to those of your Reseller.

- 18.2 **Time of service:** Any notice given under these Terms will be deemed to have been received:
- a in the case of personal delivery, at the time of delivery;
 - b in the case of posting, on the fifth Business Day following the date of posting;
 - c in the case of email, at the time of dispatch (within the meaning of that term contemplated by section 213 of the Contract and Commercial Law Act 2017), unless the sender was put on notice that the transmission of the email was unsuccessful,
- but if any notice is personally delivered or sent by email either after 5pm on a Business Day, or on any day that is not a Business Day, it will be deemed to have been received at 9am on the next Business Day.

19 General

- 19.1 **Entire agreement:** These Terms (including all documents incorporated by reference, such as any Order Forms or Work Order Forms):
- a contain the entire agreement between you and us;
 - b set out the only conduct relied on by you; and
 - c supersede all earlier conduct and prior agreements, representations and understandings between you and us,
- in connection with your access to the Products.
- 19.2 **Rights of third parties:** Nothing in these Terms is intended to confer a benefit upon any person other than you or us, whether under Part 2 of the Contract and Commercial Law Act 2017 or otherwise.
- 19.3 **No partnership or agency, etc.:** Nothing in these Terms or arising out of the relationship established under these Terms will:
- a constitute you as our agent or grant you any authority to make any commitments on our behalf; or
 - b create any trust, joint venture or commercial partnership between you and us.
- 19.4 **Waiver:** No exercise or failure to exercise or delay in exercising any right or remedy by us will constitute a waiver by us of that or any other right or remedy available to us.
- 19.5 **No assignment:** You may not assign, charge, encumber, or otherwise deal with any rights and obligations under these Terms or in respect of the Products, or purport to do so.
- 19.6 **Partial invalidity:** If any provision of these Terms or their application to you or to any circumstance is or becomes invalid or unenforceable to any extent, the remainder of these Terms and their application will not be affected and will remain enforceable to the greatest extent permitted by law.
- 19.7 **Rights cumulative:** Our rights under these Terms are cumulative and are not exclusive of any other rights and remedies available to us.
- 19.8 **Governing law:** These Terms will be construed and take effect as a contract made in New Zealand and will be governed by New Zealand law.
- 19.9 **Jurisdiction:** You submit to the non-exclusive jurisdiction of the Courts of New Zealand.

Schedule 1 SUPPORT SERVICES SCHEDULE

1 Support services (for all Products except Mosaiq Go)

1.1 The support services for the abovementioned Products are defined as follows:

SUPPORT LEVEL	SUPPORT DEFINITION	EXPECTED ACTIVITIES
<i>First-Line Support</i>	First-Line Support teams perform initial triage on incidents and where possible will resolve incidents using predefined resolver methods. First-Line Support teams implement service requests where appropriate. First-Line Support activities include call logging and categorisation as well as Incident Triage and Incident Resolution. If an incident cannot be resolved by the First-Line Support team, or to do so might put a Service Level at risk, then the First-Line Support team may escalate the incident to Second-Line Support.	Collect customer requests and data on common issues or potential improvements Respond to user emails and service tickets Provide product and FAQ information Conduct basic troubleshooting using questionnaires to understand required support level Create tickets for Second-Line Support and Third-Line Support with data gathered during troubleshooting phase
<i>Second-Line Support</i>	Second-Line Support contains a number of specialist teams who collectively manage and resolve incidents escalated from First-Line Support. Second-Line Support teams perform problem management and service request implementation. Second-Line Support teams have a level of domain expertise across product, network, database or other relevant areas.	Advanced troubleshooting and resolution System health checks Resolve performance and connectivity issues Root cause analysis Updating knowledge base and FAQ content Update tickets for Third-Line Support with data gathered during in-depth troubleshooting phase Make suggestions for product improvements based on customer data Incident analysis
<i>Third-Line Support</i>	Third-Line Support is defined as the Engineering group and System Integration and is provided via incident and problem management processes.	Resolving bugs Creating new features and other enhancements Root cause analysis

SUPPORT LEVEL	SUPPORT DEFINITION	EXPECTED ACTIVITIES
	Any bug resolution or app redevelopment is carried out within New Zealand business hours.	Incident analysis Creating documentation for First-Line Support and Second-Line Support

2 Support services (for Mosaiq Go only)

- 2.1 The support services for Mosaiq Go are defined as follows. Support services exclude support queries relating to physical devices, including physical device setup, installation, and maintenance and all other related incidents, which must be provided by the Customer.

SUPPORT LEVEL	SUPPORT DEFINITION	RECOMMENDED ACTIVITIES
<i>First-Line Support</i>	Customer Service Desks are First Line Support resolution teams. First-Line Support teams perform initial triage on incidents and where possible will resolve incidents using predefined resolver methods. First-Line Support teams implement service requests where appropriate. First-Line Support activities include call logging and categorisation as well as Incident Triage and Incident Resolution. First-Line Support teams use specialised software tools to follow the workflow and to ask questions to determine correct classification and incident resolution. If an incident cannot be resolved by the First-Line Support team, or to do so might put a Service Level at risk, then the First-Line Support team may escalate the incident to Second-Line Support.	Collect requests and data on common issues or potential improvements Respond to service tickets Conduct basic troubleshooting using questionnaires to understand required support level Solve common problems such as username and passwords issues, menu navigation, verification of hardware and software, installation issues, and setup. Documentation may be supplied to support users through new common problems as they arise Create tickets for Second-Line Support and Third-Line Support with data gathered during troubleshooting phase
<i>Second-Line Support</i>	Customer Service Desks and Local Hardware Installers (where applicable) are Second Line Support resolution teams. Second-Line Support collectively manage and resolve incidents escalated from First-Line Support.	Advanced troubleshooting and resolution System health checks Resolve performance and connectivity issues Root cause analysis

SUPPORT LEVEL	SUPPORT DEFINITION	RECOMMENDED ACTIVITIES
	Second-Line Support teams perform problem management and service request implementation. Second-Line Support teams have a level of domain expertise across product, network, hardware or other relevant areas.	Update tickets for Third-Line Support with data gathered during in-depth troubleshooting phase Make suggestions for product improvements based on user data Incident analysis
<i>Third-Line Support</i>	Third-Line Support is defined as the Engineering group and System Integration and is provided via incident and problem management processes. Any bug resolution or app redevelopment is carried out within New Zealand business hours.	Resolving bugs Creating new features and other enhancements Root cause analysis Incident analysis Provide product and FAQ information, including creating documentation for First-Line Support and Second-Line Support Updating knowledge base and FAQ content

Schedule 2 SERVICE LEVEL SCHEDULE

1 Definitions

In this Service Level Schedule:

'Compensation Credits' means the credits calculated in accordance with clause 3.

'Compensation Window' means the period ending on the day falling 15 calendar days after the end of a calendar month where there has been a failure to meet a Service Level.

'Downtime' means, for a Customer, if the Error Rate when using the Products is more than 5%.

'Error Code' means an alphanumeric code that is displayed or reported while Customers attempt to use the Products as a method of describing anomalous conditions .

'Error Rate' means the total number of Failed Requests divided by the Total Requests given a one-hour interval, expressed as a percentage. If the Total Requests in a given one-hour interval is zero, the Error Rate for that interval is 0%.

'Excluded Event' means any failure of systems, hardware, software, communications equipment, networks or other equipment used to access the Products other than those for which Snapper is responsible for delivering or otherwise making available under this agreement.

'Failed Requests' is the set of all requests within Total Requests that either return an Error Code or an HTTP 408 status code (timeout) or fail to return a Success Code.

'Force Majeure Event' means an event or circumstance beyond the reasonable control of Snapper, including:

- a fire, flood, explosion, earthquake, storm or other natural disaster;
- b civil commotion, hostilities (whether war is declared or not), sabotage, an act of terrorism, war, chemical or biological contamination;
- c the acts of any public authority or imposition of any government sanction, embargo or similar action; or
- d pandemics, epidemics, infectious disease outbreaks or other multinational health issues.

'Monthly Uptime Percentage' means:

- a the total number of minutes in a calendar month; minus
- b the number of minutes of Downtime suffered in a calendar month, excluding any Downtime which is:
 - i Scheduled Downtime;
 - ii caused by an Excluded Event or a Force Majeure Event;

divided by:

- c the total number of minutes in a calendar month,
expressed as a percentage.

'Scheduled Downtime' means Downtime arising from scheduled maintenance of the Products for the purposes of undertaking a change, bug fix, infrastructure upgrades, or other essential maintenance as notified to Customers in advance.

'Service Levels' means the service levels set out in clause 2.

'Service Level Failure' means each occasion on which a Service Level is not met in respect of a calendar month.

'Success Code' means an alphanumeric code that accompanies data or information that the Products displays or reports to Customers as a method of describing that the operation was completed as expected and in conformance with the design of the Products.

'Total Requests' means the total number of authenticated and authorised requests made of the Products.

2 Service Levels

2.1 Service Levels are applicable to each of the following Products:

- a Mosaiq Insights (including all modules);
- b standalone Partner API;
- c Mosaiq Go.

2.2 The Service Levels for each Product are as follows:

CAPABILITY	MONTHLY UPTIME PERCENTAGE
Customer Data ingestion (i.e. real-time data)	95%
Access	99%

2.3 The source of truth for assessing the Monthly Uptime Percentage is Snapper's monitoring and logging infrastructure.

2.4 A Product is deemed to be experiencing Downtime if any one of its modules is experiencing Downtime. If a Product fails to achieve the Monthly Uptime Percentage, the Customer may be entitled to a Compensation Credit. The Customer will not be entitled to multiple Compensation Credits if the Monthly Uptime Percentage has not been met in respect of multiple modules, APIs or applications of the Product.

3 Compensation Credits

3.1 The amount of the Compensation Credits will be calculated as follows for each Product:

Customer Data Ingestion

MONTHLY UPTIME PERCENTAGE	COMPENSATION CREDIT (% OF MONTHLY FEES)
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Less than 95% but greater than 92%	5%
Less than 92% and greater than 90%	12%
Less than 90%	25%

Access

MONTHLY UPTIME PERCENTAGE	COMPENSATION CREDIT (% OF MONTHLY FEES)
Less than 99% but greater than 97%	5%
Less than 97% and greater than 90%	12%
Less than 90%	25%

- 3.2 Compensation Credits will only apply to Products, and their related fees, that the Customer has subscribed to. Where more than one Product has been subscribed to, and the Service Levels are not achieved in respect of multiple Products in a measurement period, the maximum amount of Compensation Credits that will apply in that measurement period will be the highest applicable credit.

4 How to claim Compensation Credits

- 4.1 If a Service Level Failure occurs, a Customer (or a Reseller on behalf of a Customer) may at any time within the Compensation Window request the application of Compensation Credits, using Snapper's support channels.
- 4.2 In order for a Customer to qualify for a Compensation Credit:
- a the Customer or Reseller:
 - i must submit the request within the Compensation Window;
 - ii must provide the data requested by Snapper completely and accurately; and
 - iii must assist with any reasonable requests for further information;
 - b the Customer:
 - i must not be in breach of these Terms; and
 - ii must follow Snapper's documentation and user guides;
 - c there must be no outstanding Disputes under:
 - i these Terms; and
 - ii any Reseller Agreement.

- 4.3 The amount of the Compensation Credits will be applied by Snapper, as a credit, to the invoice issued by Snapper to the Customer (or the Reseller) in respect of the calendar month after the calendar month in which the Service Level Failure occurs, up to a maximum of 50% of the total amount invoiced for all Products for that month.
- 4.4 No refunds or cash value will be given for unused Compensation Credits.