



BRIEF LEARN TRAIN REFRESH

SERVICE AND HOSTING AGREEMENT
for
SMARTbrief BROADCAST SYSTEM AND APP MANAGEMENT

Entered between

Junction 9 Network Ltd (SMARTbrief)

and

South Western Railway Limited

Date:

November 2025

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This is a Hosting and Support service agreement (the “Agreement”) dated TBC 2025 by and between:

- 1) **Junction 9 Network Ltd** a company incorporated in England and Wales with company number 08042123, (the “Provider”). Trading Office – St Johns Innovation Centre, Cowley Rd, Cambridge CB4 0WS, UK. Incorporating and delivering the SMARTbrief Broadcast System and App.
- 2) **South Western Railway Limited** – (the “Customer”) – a company registered in England and Wales (incorporated with company number 03266760) whose registered office is at South Bank Central, 4th Floor, 30 Stamford Street, London, England, SE1 9LQ

1. DEFINITIONS

Except to the extent expressly provided otherwise in this Agreement, the capitalised terms will have the meanings given below or in the context in which the term is defined.

"Account" means an account enabling a person to access and use the SMARTbrief Broadcast System and App Services, including both administrator accounts and user

"Affiliate" means an entity that Controls, is Controlled by, or is under common Control with the relevant entity;

"Agreement" means this agreement including any Schedules, and any amendments to this Agreement as agreed between the parties;

"Application" means the SMARTbrief Broadcast System and App database

"SMARTbrief Broadcast System and App Database and System" means the SMARTbrief Broadcast system.

"SMARTbrief Broadcast System and App Services Defect" means a defect, error or bug in the Platform having an adverse effect on the appearance, operation, functionality or performance of the SMARTbrief Broadcast System and App Services, but excluding any defect, error or bug caused by or arising as a result of:

- (1) any use of the Platform or SMARTbrief Broadcast System and App Services contrary to this Agreement, whether by the Customer or by any person authorised by the Customer;
- (2) a failure of the Customer to perform or observe any of its obligations in this Agreement; and/or
- (3) an incompatibility between the Platform or SMARTbrief Broadcast System and App Services and any other system, network, application, program, hardware or software not specified as compatible in the SMARTbrief Broadcast System and App Services Specification;

"SMARTbrief Broadcast System and App Services Specification" means the specification for the Platform and SMARTbrief Broadcast System and App Services set out in Part 2 of Schedule 1 (SMARTbrief Broadcast System and App Services particulars);

"Change" means any change to the scope of the Services;

"Charges" means the amounts specified in Part 6 of Schedule 1 (SMARTbrief Broadcast System and App Services particulars);

"Customer" means the company the Application is being provided to

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights, and these "Intellectual Property Rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Losses" means all damages, losses, liabilities, costs, expenses (including legal and other professional charges and expenses) and charges whether arising under statute, contract or at common law, or in connection with judgments, proceedings, internal costs or demands or howsoever otherwise arising under or in connection with the Agreement;

"Maintenance Services" means the general maintenance of the Platform and SMARTbrief Broadcast System and App Services, and the application of Updates and Upgrades;

"Personal Data" shall have the meaning given to that term in the Data **"Platform"** means the platform managed by the Provider (or a 3rd party designated by the Provider to do so on its behalf) and used by the Provider to provide the SMARTbrief Broadcast System and App Services, including:

- (1) the application, numerical, database, server and any other software used to provide the SMARTbrief Broadcast System and App Services, and
 - (2) the computer hardware on which the software components are installed;
- Protection Act 1998;

"Provider" being Junction 9 Network Ltd

"Provider Confidential Information" means:

- (1) any information disclosed by or on behalf of the Provider to the Customer at any time before the termination of this Agreement, whether disclosed in writing, orally or otherwise that at the time of disclosure:
 - (i) was marked as "confidential"; or
 - (ii) should have been reasonably understood by the Customer to be confidential;
- (2) the terms of this Agreement;

"Schedule" means any schedule attached to the main body of this Agreement;

"Services" means any services that the Provider provides to the Customer, or has an obligation to provide to the Customer, under this Agreement;

"Support Services" means support in relation to the use of, and the identification and resolution of errors in, the SMARTbrief Broadcast System and App Services in accordance with Schedule 5;

"Term" means the term of this Agreement, commencing in accordance with Clause 2.A and ending in accordance with Clause 17;

"Update" means a hotfix, patch or minor version update to any Platform software; and

"Upgrade" means a major version upgrade of any Platform software

2. TERM

- A. This Agreement shall come into force upon the Effective date, notwithstanding the date of dates of signing hereof.

This Agreement shall come into force on 1st April 2026 subject to termination on 28th May 2028

3. SET UP SERVICES

- A. The provider shall provide the initial Set Up services to the Customer
- B. The Customer acknowledges that a delay in the Customer performing its obligations in this Agreement may result in a delay in the performance of the Set Up Services
- C. The Provider will not be liable to the Customer in respect of any failure to meet the Set Up Services timetable to the extent that the failure arises out of a delay in the Customer performing its obligations in relation to those Set Up Services
- D. Subject to any written agreement of the parties to the contrary, any Intellectual Property Rights that may arise out of the performance of the Set Up Services by the Provider shall be the exclusive property of the Provider, save to the extent that they incorporate or encompass any existing Intellectual Property of the Customer and /or its third party licensors

4. SMARTBRIEF BROADCAST SYSTEM AND APP SERVICES

Additional background to the Application is included below:

- A. SMARTbrief is an App and platform that was developed to improve operational communications, briefings and engagement with front-line teams. SMARTbrief is a

single source point for briefing and refresher learning guidance to be broadcast to all mobile platforms, ensuring colleagues only get the information they need for their own job, when they need it. As a functionality summary, the App provides secure login access from smartphones, tablets or desktop to any documented, video or audio content suitable for the customers front-line teams.

- B. The Customer agrees that the Provider, SMARTbrief / Junction 9 Network Ltd does not provide safety critical services and hence could not be associated with an operational incident.
- C. The Provider shall create an account for the Customer and shall provide to the Customer login details for that Account upon the completion of the Set Up Services.
- D. The Provider hereby grants to the Customer a limited, non-transferable, non-sublicensable, and non-exclusive licence to access and use SMARTbrief Broadcast System and App Services for the internal business purposes of the Customer during the Term agreed.
- E. The licence granted by the Provider to the Customer is subject to the SMARTbrief Broadcast System and App Services only being used by the End User Entity identified provided that such limitation shall not be applicable to the extent that access to the SMARTbrief Broadcast System and App Services by the End User Entity is facilitated by networks operated by the End User Entity's Affiliates.
- F. Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the licence granted by the Provider to the Customer is subject to the following prohibitions:
- The Customer must not permit any unauthorised person to access or use SMARTbrief Broadcast System and App Services
 - The Customer must not use the SMARTbrief Broadcast System and App Services to deliver services not operated by it
 - The Customer must not republish or redistribute any content or material from the SMARTbrief Broadcast System and App Services, except as permitted by this Agreement or to otherwise fulfil its contractual obligations or as required by law and regulation
- G. The Customer shall use reasonable endeavours, including reasonable security measures relating to Account access details, to ensure that no unauthorised person may gain access to the SMARTbrief Broadcast System and App Service using an Account.
- H. The parties acknowledge and agree that the Availability Service Level Agreement shall govern the Availability of SMARTbrief Broadcast System and App Service.
- I. For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:
- a Force Majeure Event
 - a fault or failure of the Customer's computer system or networks
 - a fault or failure of the internet or any public telecommunications network
 - any breach by the Customer of this Agreement
 - scheduled maintenance and updates carried out in accordance with this Agreement
- J. The Customer must not use the SMARTbrief Broadcast System and App Services in any way that causes, or may cause, damage to the SMARTbrief Broadcast System

and App Services or Platform or impairment of the availability or accessibility of the SMARTbrief Broadcast System and App Services.

- K. The Customer must not use the SMARTbrief Broadcast System and App Services in any way that is unlawful, illegal, fraudulent or harmful or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity
- L. If required the Customer may sub-license it's right to access and use the SMARTbrief Broadcast System and App Services to Doha Metro under the same terms and agreed user numbers.

5. MAINTENANCE SERVICES

- A. The Provider shall provide the Maintenance Services to the Customer during the Term
- B. The Provider shall provide the Maintenance Services in accordance with (Maintenance Service Level Agreement)

6. SUPPORT SERVICES

- A. The Provider shall provide the Support Services to the Customer during the Term
- B. The Provider shall provide the Support Services in accordance with (Support Service Level Agreement).

7. CUSTOMER OBLIGATIONS

- A. The Customer must provide to the Provider, or procure for the Provider, such access to the Customer's computer hardware, software, networks and systems as may be reasonably required by the Provider to enable the Provider to perform its obligations under this Agreement.
- B. The Customer must only use the Application and anything available from the Application for lawful purposes, and must comply with all applicable laws, statutes and regulations.
- C. Following setup of the Application the Customer will be issued with an individual password which may be used to access the Application to those pages for which a password is required. The Customer must keep their password confidential at all times, and must not disclose the password or permit anyone else to use their password. Any breach of these terms by anyone to whom you disclose the password will be treated as if a breach had been committed by the Customer and will not relieve the Customer of their obligations under these terms.
- D. The Customer shall cease to use and delete the password from any of their records upon expiry or termination of the Agreement for whatever reason.
- E. The Customer must not:
 - a) Post or otherwise transmit information, that is obscene or pornographic, threatening, menacing, racist, offensive, defamatory or otherwise unlawful:

- b) Impersonate anyone else or otherwise misrepresent their identity or status:
- c) Hack into the Application or any other related computer system or otherwise engage in any other behaviour that may reasonably be expected to inhibit other users from using the Application or any other website or damage or destroy the reputation of Junction 9 Network or any third party:
- d) Collect and process others' personal data except where this is expressly permitted by this Agreement

8. CUSTOMER SYSTEMS

- A. The Customer shall ensure that the Customer Systems comply, and continue to comply during the Term, with the requirements of (SMARTbrief Broadcast System and App Services particulars), subject to any changes notified to the Provider.

9. CUSTOMER DATA

- A. The Customer hereby grants to the Provider a non-exclusive licence to store, distribute, publish, export, adapt, edit and translate the Customer Data to the extent strictly necessary for the performance of the Provider's obligations and the exercise of the Provider's rights under this Agreement, together with the right to sub-licence these rights to its hosting, connectivity and telecommunications service providers to the extent strictly necessary for the performance of the Provider's obligations and the exercise of the Provider's rights under the Agreement.
- B. The Customer warrants to the Provider that the use of the Customer Data by the Provider in accordance with this Agreement will not, so far as it is aware, in each case:
 - I. breach the provisions of any law, statute or regulation;
 - II. infringe the Intellectual Property Rights or other legal rights of any person
- C. The Provider shall create a back-up copy of the Customer Data at least weekly, shall ensure that each such copy is sufficient to enable the Provider to restore the SMARTbrief Broadcast System and App Services to the state they were in at the time the back-up was taken, and shall retain and securely store each such copy for a minimum period of 30 days.
- D. Within the period of one (1) Business Day following receipt of a written request from the Customer, the Provider shall use all reasonable endeavours to restore to the Platform the Customer Data stored in any back-up copy created and stored by the Provider. The Customer acknowledges that this process will overwrite the Customer Data stored on the Platform prior to the restoration.

10. INTELLECTUAL PROPERTY RIGHTS

- A. Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Customer, or from the Customer to the Provider, save to the extent that the Provider is specifically required by the Customer to create bespoke materials or content for the Customer in which case and unless otherwise agreed in writing to the contrary, any Intellectual Property Rights therein shall vest in (and in the absence of vesting is hereby assigned to) the Customer.
- B. All copyright, database rights, trademarks and other intellectual property rights in any and all aspects of the Application (including text, graphics, photographs and other images, all software (including underlying source code and applets) and all other material on the Application is either owned by the Provider and/or its affiliates or have been supplied to the Provider and/or its affiliates can use such material as part of its Application.
- C. The start up cost and purchase of an annual hosting and support license for SMARTbrief Broadcast System and App entitles the Customer to use the Application for management of their own data. The design and code for all of the Applications elements remain the sole property of the Provider

11. CUSTOMER BRANDING

- A. For the strictly limited purpose of adding a user skin to the software provided in terms of this Agreement, the Customer grants to the Provider (to the extent that the Customer owns the same and is permitted to grant any such license) a limited non-exclusive license to use the branding supplied
- B. The Provider shall not acquire any right, title or interest in the Brand Representations (or any part thereof)
- C. The Provider shall not seek to, nor instruct anyone, nor permit any person on its behalf, to register or apply to register, anywhere in the world any of the Brand Representations or derivatives thereof.
- D. The Provider shall notify the Customer if the Provider becomes aware of any claim, threat or allegation by a third party that the Provider's use of the Brand Representations infringe that third party's intellectual property rights and the Provider shall provide all information within its possession or control to enable the Customer (or any third party licensors) to defend any such claims, threats or allegations.
- E. Where the Customer becomes aware of any claim, threat or allegation by a third party that the Provider's use of the Brand Representations infringe that third party's intellectual property rights then the Customer may immediately require the Provider to cease use of the Brand Representations.
- F. The Customer may require to terminate the Brand License with immediate effect at any time in the event that the Customer is no longer entitled to license any or all of the Brand Representations as a result of the termination of the Agreement

- G. The Brand License shall not be assigned, transferred or novated by the Provider, nor shall the Provider have any rights to subcontract, sublicense or otherwise delegate any rights or entitlements the Provider may have

12. CHARGES AND PAYMENTS

- A. The Customer shall pay the Charges to the Provider in accordance with this Agreement
- B. All amounts in or in relation to this Agreement are, unless the context requires otherwise, stated exclusive of VAT but inclusive of all other charges including any applicable duties and tariffs, which will be added to those amounts and payable by the Customer to the Provider. Any VAT shall be charged in accordance with the relevant regulation in force at the time of making the taxable supply and shall be paid by the paying party following receipt from the billing party of a valid VAT invoice. No variation in the price or any extra charges in addition to the Charges shall be accepted or payable by the Customer.
- C. The Customer shall pay the Charges for the Services that are performed pursuant to the Agreement within thirty (30) days after the date that an undisputed invoice is received by the Customer.
- D. If the Customer fails to make payment of undisputed Charges due to the Provider by the due date for payment, the Customer shall pay interest on the overdue amount at the rate of 3% per annum above the Bank of England base rate from time to time calculated on a daily basis and compounded quarterly from the due date until the date of actual payment of the overdue amount whether before or after judgment.

13. PROVIDER'S CONFIDENTIALITY OBLIGATIONS

- A. The Provider must:
- I. keep the Customer Confidential Information strictly confidential;
 - II. not disclose the Customer Confidential Information to any person without the Customer's prior written consent, and then only under conditions of confidentiality no less onerous than those contained in this Agreement;
 - III. use the same degree of care to protect the confidentiality of the Customer Confidential Information as the Provider uses to protect the Provider's own confidential information of a similar nature, being at least a reasonable degree of care;
 - IV. act in good faith at all times in relation to the Customer Confidential Information; and
 - V. not use any of the Customer Confidential Information for any purpose other than to enable the Provider to perform its obligations under this Agreement.
- B. the Provider may disclose the Customer Confidential Information to the Provider's officers, employees, professional advisers and subcontractors who have a need to access the Customer Confidential Information for the performance of their work with

respect to the obligations under this Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Customer Confidential Information.

14. CUSTOMER'S CONFIDENTIALITY OBLIGATIONS

- A. The Customer must:
- I. keep the Provider Confidential Information strictly confidential;
 - II. not disclose the Provider Confidential Information to any person without the Provider's prior written consent, and then only under conditions of confidentiality no less onerous than those contained in this Agreement;
 - III. use the same degree of care to protect the confidentiality of the Provider Confidential Information as the Customer uses to protect the Customer's own confidential information of a similar nature, being at least a reasonable degree of care; and
 - IV. act in good faith at all times in relation to the Provider Confidential Information.
- B. the Customer may disclose the Provider Confidential Information to the Customer's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Provider Confidential Information for the performance of their work with respect to the Permitted Purpose and who are bound by a written agreement or professional obligation to protect the confidentiality of the Provider Confidential Information.
- C. Upon the termination of this Agreement, the Customer must immediately cease to use the Provider Confidential Information.
- D. Following the termination of this Agreement, and within 5 Business Days following the date of receipt of a written request from the Provider, the Customer must destroy or return to the Provider (at the Provider's option) all media containing Provider Confidential Information, and must irrevocably delete the Provider Confidential Information from its computer systems.

15. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- A. Nothing in this Agreement will:
1. limit or exclude any liability for death or personal injury resulting from negligence;
 2. limit or exclude any liability for fraud or fraudulent misrepresentation;
 3. limit any liabilities in any way that is not permitted under applicable law; or
 4. exclude any liabilities that may not be excluded under applicable law.
- B. Neither party shall be liable to the other party in respect of any losses:
1. arising out of a Force Majeure Event;
 2. of profits or anticipated savings;
 3. of use or production; or

4. of business, contracts or opportunities.
- C. Neither party shall be liable to the other party in respect of any special, indirect or consequential loss or damage.
- D. The liability of the Provider to the Customer under this Agreement in respect of any event or series of related events shall not exceed the total amount paid and payable by the Customer to the Provider under the Agreement in the 12-month period preceding the commencement of the event or events.
- E. The aggregate liability of each party to the other party under this Agreement shall not exceed the total amount paid and payable by the Customer to the Provider under the Agreement.
- F. SMARTbrief Broadcast System and App is not a safety critical system. Some of our clients define the system internally as a 'Safety Critical Document management System'. SMARTbrief Broadcast System and App accepts no liability for uses and implications related to safety critical communications.
- G. All conditions, terms, representations and warranties relating to the Application supplied under this Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in this Agreement including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded.
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16. FORCE MAJEURE EVENT

- A. If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.
- B. A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must:
1. promptly notify the other; and
 2. inform the other of the period for which it is estimated that such failure or delay will continue.
-

17. SUSPENSION AND TERMINATION OF SERVICES

- A. Either party may terminate this Agreement by giving to the other party at least two (2) months prior written notice of termination.
- B. Either party may terminate this Agreement immediately by giving written notice of termination to the other party if the other party commits a material breach of this Agreement provided, where such breach is remediable, and that the breach has not been remedied within twenty (20) Business days of receipt of notice from the other party requesting that such breach be remedied.
- C. the Customer may terminate the Agreement with immediate effect by written notice to the Provider if a Provider Default occurs.

- D. Without prejudice to our other right and remedies under this Agreement, if any sum payable is not paid on or before the due date, the Provider shall be entitled forthwith to suspend the provision of the application to the Customer
- E. If an account goes unpaid for more than sixty days, the Provider reserves the right to suspend the account and its associated services.
- F. Once an account has a suspended status, access to files and other content will be allowed for thirty days so that any necessary information can be extracted by the Customer.
- G. Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:
 - (1) The other party:
 - I. is dissolved;
 - II. ceases to conduct all (or substantially all) of its business;
 - III. is or becomes unable to pay its debts as they fall due;
 - IV. is or becomes insolvent or is declared insolvent; or
 - V. convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
 - (2) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
 - (3) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Agreement);

18. SUBCONTRACTING

- A. The Provider may subcontract any of its obligations under this Agreement subject to the Customer's prior written approval which shall not be unreasonably withheld.
- B. The Provider shall remain fully responsible to the Customer for the performance of any subcontracted obligations and any acts, omissions or failures to act of its subcontractors.
- C. Notwithstanding any other provision of this Agreement, the Customer acknowledges and agrees that the Provider may subcontract to any reputable third party hosting business the hosting of the Platform and the provision of services in relation to the support and maintenance of elements of the Platform.

19. NO WAIVERS

- A. No breach of any provision of this Agreement will be waived except with the express written consent of the party not in breach.

- B. No waiver of any breach of any provision of this Agreement shall be construed as a further or continuing waiver of any breach of that provision or any other provision of the Agreement.

20. THIRD PARTY RIGHTS

- A. This Agreement is for the benefit of the parties, and is not intended to benefit or be enforceable by any third party.
- B. The exercise of the parties' rights under this Agreement is not subject to the consent of any third party.

21. VARIATION

- A. This Agreement may not be varied except by means of a written document signed by or on behalf of each party.

22. ENTIRE AGREEMENT

- A. The main body of this Agreement and the Schedules shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- B. Neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into this Agreement.

23. ANTI-CORRUPTION AND ANTI-BRIBERY

- A. The Provider shall
- (1) comply with all applicable laws, statutes, regulations relating to anti-bribery and corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements") and with all international anti-bribery conventions (collectively, the "Anti-Bribery Laws");
 - (2) not engage in any activity, practice or manner which would have constituted an offence under sections 1, 2 or 6 and 7(1) of the Bribery Act 2010 if such activity, practice or manner had been carried out in the UK;
 - (3) have and maintain in place throughout the term of the Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies, the Anti-Bribery Laws and clauses (2) and (3) and shall enforce them where appropriate;
 - (4) promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Provider in connection with the performance of the Agreement and/or if a foreign public official becomes an officer or employee of the Provider or acquires a direct or

indirect interest in the Provider (and the Provider hereby warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of the Agreement);

24. TAX WARRANTY

- A. The Provider warrants and undertakes to the Customer that:
- (1) its tax affairs have not given rise to a criminal conviction in any jurisdiction for tax related offences which is unspent, or to a penalty for civil fraud or evasion; and
 - (2) in respect of any of its dealing in the UK, none of its tax returns submitted has been found to be incorrect as a result of:
 1. HMRC successfully challenging it under the GAAR or the Halifax Abuse Principle; or
 2. a tax authority in a jurisdiction in which it is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or the Halifax Abuse Principle; or
 3. the failure of an avoidance scheme which it was involved in and which was, or should have been, notified under the DOTAS or any equivalent or similar regime in a jurisdiction in which it is established.
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25. DATA PROTECTION

- A. If the Provider receives any Personal Data from the Customer or any of its customers or processes any Personal Data on behalf of the Customer or any customer of the Customer, it shall only process the Personal Data in accordance with the Data Protection Legislation – GDPR.
- B. Without prejudice to Clause 25.A, in relation to any Personal Data, the Provider shall:
- (1) only process Personal Data as is reasonably necessary to perform its obligations under the Agreement
 - (2) not transfer any Personal Data outside the European Economic Area unless expressly permitted in this Agreement and in such case the Supplier shall comply with requirements stated in this Agreement;
 - (3) implement and maintain appropriate technical and organisational measures to prevent unauthorised or unlawful processing of, and accidental loss or destruction of, or damage to, Personal Data, including taking reasonable steps to ensure the reliability of staff having access to the Personal Data;
 - (4) provide the Customer with all reasonable assistance in relation to any subject access requests made under the Data Protection Act 1998 in respect of such Personal Data. Should the Provider receive any such requests directly, it shall immediately inform the Customer that it has received the request and forward it to the Customer and shall not respond in any way to any such request except on the written instructions of the Customer;

- (5) provide the Customer with all reasonable assistance in relation to any subject access requests made under the Data Protection Act 1998 in respect of such Personal Data. Should the Provider receive any such requests directly, it shall immediately inform the Customer that it has received the request and forward it to the Customer and shall not respond in any way to any such request except on the written instructions of the Customer;
 - (6) on termination or expiry of the Agreement for whatever reason, immediately cease to use or process any Personal Data and, at the request of the Customer, return, destroy or permanently erase all Personal Data in its possession or control. On request from the Customer, the Provider shall certify to the Customer within fourteen (14) days of the date of such request in writing signed by an officer of the Provider that it is in compliance with this clause 38;
 - (7) comply with any additional obligations that the Customer is obliged to impose upon the Provider from time to time to ensure that the Customer complies with the Data Protection Legislation.
- C. The Provider shall be responsible for, and shall release and indemnify the Customer (for itself and on behalf of its customers where the processing of Personal Data is required pursuant to obligations of the Customer's to its customers) from and against any and all Losses sustained, incurred or suffered by the Customer and/or its customers as a result of any breach of clause 25 by the Provider and/or any breach by a Provider Affiliate which causes the Provider to be in breach of this clause 25. The indemnity set out in this clause 25 shall not be subject to any exclusion or limitation of liability (including that set out in Clause 15 (Limitation of Liability)).

26. DATA SECURITY

Without prejudice to the foregoing provisions of clause 25 (Data Protection) and the provisions of clause 13 (Provider's Confidentiality Obligations), the Provider shall at all times during the term of the Agreement be compliant with the standards set out in GDPR 2018

27. EXECUTION

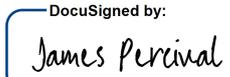
The parties have indicated their acceptance of this Agreement and each party has caused its duly authorised representative to execute this Agreement as follows:

Junction 9 Network Ltd

South Western Railway Limited

DocuSigned by:

 Signed by: _____
FA734EB3E14B404...

DocuSigned by:

 Signed by: _____
E201D8B81F50478...

Name: Jonathan Hall

Name: James Percival

Title: Director

Title: Finance and Strategy Director

Date: 10-Dec-2025

Date: 10-Dec-2025

SCHEDULES

These are the four (4) Schedules to the Agreement entered in to between and Junction 9 Network Ltd and South Western Railway Limited.

SCHEDULE 1 – SMARTBRIEF BROADCAST SYSTEM AND APP SERVICES PARTICULARS

1. NAMED USER

A. The “**End User Entity**” is

2. SMARTBRIEF BROADCAST SYSTEM AND APP SERVICES SPECIFICATION

B. For the provision of hosting facilities and infrastructure:

(1) The Provider will employ certified global hosting providers with physically secured and monitored datacentres in the UK; and

(2) The Provider will employ adequate network infrastructure to offer a minimum level of responsiveness to ensure a smooth user experience with a network latency between hosting site & client network entry point less than 100 Ms over a 100-Mbps network connection.

C. The Provider will provide automatic and proactive monitoring of the SMARTbrief Broadcast System and App Service

D. The Provider will notify the Customer of any issues that are likely to affect the availability of SMARTbrief Broadcast System and App Services

3. BUILD SERVICES

The Provider will provide the following Services to the Customer:

(1) Analysis & planning for the implementation of the SMARTbrief Broadcast System and App Services

(2) The initial integration, implementation and configuration of the SMARTbrief Broadcast System and App Services

(3) Training of up to 4 administrators (at the Customers premises) and End-user training for up to 8 other Managers (at the Customers premsies)

(4) Access to separate test and training site for training and practice

(5) System configuration

- (6) Initial data load including the Customer branding.
- (7) On-line support for integration, deployment and roll-out (where required)
- (8) Proactive monitoring during post-implementation period

4. MANAGED SERVICE

1. Server Port Monitoring is defined as the dedicated server participation in the monitoring of services via standard TCP/IP ports. Server Port Monitoring is performed every five minutes and a failure is defined immediately after a monitor trips for the second time in succession. In the event of a failure if no communication is made with the Technical Support Department standard procedures to investigate the cause of the fault and resolve will be carried out unless you have informed us otherwise.
2. Standard Network Based Security is defined as the overall core network security that we provide to every customer. This security is provided on the network level and includes secure router configurations, frequent network scans, and overall knowledge of maintaining a secure network. This service does not imply any server-based security, firewalls, DDOS/Attack protection on the server level, or Anti-Virus/Spyware based protection.
3. Auto O/S updates and patches is defined as automatic operating system updates and patches as part of our routine procedures. This will be a part of a continuous maintenance period of updates that take place regularly. As new kernels, security patches, service packs, and hot fixes are released the servers will be updated automatically. Notification of updates is provided when they occur, and prior-notifications are dispatched whenever applicable.
4. On-Demand Server Health Check is defined as a customer initiated request to review the overall health of the server. This can and may include review of memory usage, processor usage, disk space, and general configuration of the server.
5. Hardware Based Firewall Protection is defined as the inclusion of a hardware based firewall for protecting your server. Firewalls increase security and, when properly configured, will prevent certain disasters from occurring. With this service our administrators will configure and maintain a firewalled routing perimeter for the server in question. This service is per request at additional pricing

5. FINANCIAL PROVISIONS

- A. The fees in the table below consist of:
 - (1) One-time nonrecurring charges for Build Services as set out in Part 3 (Build Services) of Schedule 1 (SMARTbrief Broadcast System and App Services particulars) ("**Set up fee**"); andYearly recurring fees ("Annual fee") for App and Admin system, which includes:

- (i) Hosting of SMARTbrief Broadcast System and App Services;
- (ii) Licence subscription to SMARTbrief Broadcast System and App System and Database

Maintenance of SMARTbrief Broadcast System and App Services;
 Technical Customer support

The system is broken into 4 core areas of functionality. The table below sets out the Contract Price of the Agreement with annual price rises in line with the UK official inflation (CPI):

SMARTbrief

Operational briefings via video, documents or podcasts

SMARTdocs

Sharing of WONS, PONS, work instructions and operational documents

SMARTroute

Route refresher learning with unique risk point and signal search

SMARTinduction

Site safety induction process with auto email PDF certification.

This licence/contract includes the functionality of SMARTbrief and SMARTdocs.

YEAR ONE

Item	Department	Annual Licence Start Date	Quantity	Total Price
SMARTbrief and SMARTdocs	Operations	01 April 2026	4000 Users	£27,300
SMARTroute		NA	NA	NA
SMARTinduction		NA	NA	NA
Contract Price				£27,300

YEAR TWO – 13 MONTHS - TO INCLUDE ADDITIONAL MONTH OF MAY 2028

Item	Department	Annual Licence Start Date	Quantity	Total Price
SMARTbrief and SMARTdocs	Operations	01 April 2027	4000 Users	£27,300 Plus additional month to May 2028 - £2275
SMARTroute		NA	NA	NA
SMARTinduction		NA	NA	NA
Contract Price				£29,575

Any invoices raised by the Provider shall be raised following issue of a purchase order by the Customer and must quote the relevant purchase order number.

- A. The Customer will make payment of properly constituted invoices within thirty (30) days of the date of receipt of such invoices.
- B. The Provider shall be entitled to review the Annual fee on each anniversary of this Agreement.
- C. Charging structure - Per department - The nature of SMARTbrief adoption within our clients businesses is long term and rolls out with your own front-line communications planning and cultural development. The licence charge cost model is based on 'per department' adoption.
- D. The Provider may propose upgrades and developments which specifically increase the benefit of the SMARTbrief Broadcast System and App Services to the Customer, outwith the scope of this Agreement, to the Customer at any time. An uplift to the Annual fee may be considered in relation to such upgrades and developments and shall not be agreed other than in writing between the Parties.
- E. Annual price increases in Year 2 will be in line with the CPI over and above table costs shown above

6. CONTRACTUAL NOTICES

Any notice or other communication required or permitted to be made or given by either party pursuant to this Agreement will be in writing, in English, and will be sent to the

other party at the coordinates set forth below or at such other address as such party will have specified in a notice given in accordance with this section:

In the case of the Provider:	with a copy to:
Junction 9 Network Ltd Attn: Jonathan Hall Email: jhall@j9imaging.co.uk	Attn: Email: Sue@j9imaging.co.uk
In the case of the Customer:	with a copy to:
Attn: Stewart Player (SWRL Head of Operational Standards) Email: stewart.player@swrailway.com	Attn: Samantha Casey (SWRL Competence and eDepot Manager) email: Samantha.casey@swrailway.com

7. PRICING STRUCTURE AND COMMITMENT

Junction 9 Network Ltd will build the Customer’s system as soon as the initial licence fee is received. A reminder for the annual hosting and support fee will be provided two (2) months prior to the renewal date each year to ensure payment can be made by the due date. We reserve the right to increase the prices from time to time to take account of cost increases. Should there be a need to increase prices, we confirm that any increase for hosting and support will be kept to an annual maximum of 5% plus RPI.

SCHEDULE 2- AVAILABILITY SERVICE LEVEL AGREEMENT

1. INTRODUCTION

- A. This Schedule 2 sets out the Provider's availability commitments relating to the SMARTbrief Broadcast System and App Database and System.
- B. In this Schedule 2, "uptime" means the percentage of time during a given period when the SMARTbrief Broadcast System and App Database and System is available at the gateway between public internet and the network of the hosting services provider for the SMARTbrief Broadcast System and App Services.

2. AVAILABILITY

- A. The Provider shall use best efforts to ensure that uptime during each calendar month for the SMARTbrief Broadcast System and App Database and System is at least:
 - 1. 99% inside the Customer business hours (weekdays 08:00 to 17:00 hours British Standard Time) and that the maximum unplanned downtime per week inside the Customers business hours is less than 33 minutes (“Business Hours Uptime”).
 - 2. 98% outside the Customer business hours and that the maximum unplanned downtime per week outside the Customers business hours is less than 136 minutes. (“Out of Hours Uptime”)

SCHEDULE 3 – MAINTENANCE SERVICE LEVEL AGREEMENT

1. INTRODUCTION

- A. This Schedule 3 sets out the service levels applicable to the Maintenance Services

2. SCHEDULED MAINTENANCE SERVICES

- A. The Provider shall, where practicable, give to the Customer at least two (2) Business Days' prior notice of scheduled Maintenance Services that are likely to affect the availability of the SMARTbrief Broadcast System and App Services or are likely to have a material impact upon the SMARTbrief Broadcast System and App Services, without prejudice to the Provider's other notice obligations under this Schedule 3.
- B. The Provider shall use reasonable endeavours to ensure that the maximum planned downtime does not exceed four (4) hours per month.

3. SMARTBRIEF BROADCAST SYSTEM AND APP SERVICE UPDATES

- A. The Provider shall give to the Customer at least two (2) Business Days' prior notice of the application of any Update to the SMARTbrief Broadcast System and App Services that may have a visible or noticeable impact on the on the Customer's operations.
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4. UPGRADES

- A. The Provider shall give to the Customer at least 3-5 Business Days' prior written notice of the application of an Upgrade to the Platform.
- B. The Provider shall apply each Upgrade to the Platform within any period notified by the Provider to the Customer or agreed by the parties in writing.
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SCHEDULE 4 – SUPPORT SERVICE LEVEL AGREEMENT**1. INTRODUCTION**

- A. This Schedule 4 sets out the service levels applicable to the Support Services
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2. TELEPHONE SUPPORT

- A. The Provider shall make available to the Customer telephone support in accordance with the provisions of this Schedule 4.
- B. The Customer may use the telephone support for the purposes of requesting and, where applicable, receiving the Support Services; and the Customer must not use the helpdesk for any other purpose.
- C. The Provider shall ensure that the support is accessible by telephone, email and using the Provider's web-based ticketing system.
- D. The Provider shall ensure that the telephone support is operational and adequately staffed during Business Hours during the Term.
- E. The Customer shall ensure that all requests for Support Services that it may make from time to time shall be made through the helpdesk.

3. RESPONSE AND RESOLUTION

- A. The Customer’s nominated internal administrators shall be able to raise support requests directly from the system. Normal hours of support cover will be from 9am to 5pm UK time during the working week Monday to Friday. Telephone contact 01763 838288 or raise a technical support advice via the database (Administrator level)
- B. In the first instance, technical and operational support shall be provided by the nominated internal administrator(s) within the Customer’s organisation. If the issue cannot be resolved internally, the nominated internal administrators (as selected by the client) shall then raise a support request through the support page of the Application.
- C. Support requests will be dealt with as quickly as possible taking account of the nature of the issue, confirmation of receipt of the support request will be replied to within 1 working day. The Provider’s target for resolution of minor issues is within 2 working days unless otherwise specified, regardless of the issue the Provider aims to implement a solution within 10 days. Feedback on progress and solution will be given to the nominated internal administrator who raised the support request for communication internally as required
- D. In the event that a mistake is made in the data by any of the Licensee’s staff, the Customer will endeavour to help this be corrected, provided that the internal administrator makes a specific request in writing. Any verbal requests must be backed up in writing before the request is processed and any data is amended. Some changes may not be possible without incurring a cost. In those instances, the details for such charges shall be provided to the Customer and agreed prior to work commencing.

4. PROVISION OF SUPPORT SERVICES

- A. The Support Services shall be provided remotely, save to the extent that the parties agree otherwise in writing.



Part of the Junction 9 Network Ltd

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