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Contract ID: n452068

PARTNER CONTENT AGREEMENT

This Partner Content Agreement (the "**Agreement**") is entered into by Google LLC, whose principal place of business is at 1600 Amphitheatre Parkway Mountain View, California 94043 USA ("**Google**") and the entity agreeing to these terms ("**Partner**"). This Agreement will be effective from the date Partner clicks on the 'Accept and Sign Up' button below (the "**Effective Date**"). If you do not have legal authority to bind the Partner, do not click the 'Accept and Sign Up' button.

1 Definitions

1.1 In this Agreement unless expressly stated otherwise:

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with, a party during the Usage Period.

"**Basic Content**" means the data specified in Part 1 of Attachment A (Partner Content and Services), and Updates to that data, and any data of a similar type to the data specified in Part 1 of Attachment A (Partner Content and Services) that is provided by Partner and Updates to that data.

"**Confidential Information**" means information that one party (or an Affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient.

"**Enhanced Content**" means (A) the data specified in Part 2 of Attachment A (Partner Content and Services), and Updates to that data, and any data of a similar type to the data specified in Part 2 of Attachment A (Partner Content and Services) that is provided by Partner and Updates to that data, and (B) all content made available by Partner to Google under this Agreement using the delivery mechanisms in Section 3.1, which is not separately provided by Partner to Google under another Agreement or obtained independently of this Agreement, and any Updates to that Data.

"**Google Products**" means Google and its Affiliates' products and services, including artificial intelligence/machine learning technologies.

"**Google Works**" means: (A) any new or derivative works developed or derived from Partner Content; (B) any adaptations of Partner Content; and (C) any modifications, developments and/or enhancements to Partner Content, made in connection with Section 2.1.

"**Initial Delivery**" has the meaning given in Section 3.1.

"**Initial Term**" has the meaning given in Section 8.1.

"**Intellectual Property Rights**" means all copyright, moral rights, patent rights, trade marks, design right, rights in or relating to databases, rights in or relating to confidential

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information, rights in relation to domain names, and any other intellectual property rights (registered or unregistered) throughout the world;

"**Partner Content**" means the Basic Content and Enhanced Content.

"**Renewal Term**" has the meaning given in Section 8.2.

"**Updates**" means Partner's updates, refreshes, corrections, or and modifications to Partner Content.

"**Users**" means users of Google Products, including users of Google APIs.

1.2 In this Agreement (A) "**including**" means "including but not limited to" and (B) examples are illustrative only and not the sole examples of a particular concept..

2 Partner Content

2.1 Delivery, Access and Use. During the Usage Period:

(A) During the Agreement Term; Partner will deliver and give Google access to Partner Content in accordance with Attachment A (Partner Content and Services); and

(B) to the extent a licence is required by applicable law, Partner grants to Google a royalty free, non-exclusive, worldwide, sub-licensable licence during the Usage Period to:

(1) host, store, copy, reproduce, distribute, publish, perform, display, and otherwise use Partner Content in connection with Google Products, including to develop and improve them;

(2) enhance, modify, adapt, transform, develop, create derivative and/or new works based on and/or derived from Partner Content or any part of it;

(3) issue copies of and communicate and otherwise make available to the public Partner Content or any part of it in connection with Google Products;

(4) use Partner Content or any part of it in combination with any other content;

(5) extract data from and/or reutilise Partner Content; and

(C) Google may sublicence the rights granted in Section 2.1(B) to its: (1) Affiliates (but only if (a) Google ensures that its Affiliates are subject to the same obligations as Google, and (b) Google is liable for its Affiliates' breach of those obligations); and (2) Users (to the extent necessary to permit them to use Google Products).

2.2 Retention of Rights.

(A) Nothing under this Agreement transfers to either party any ownership rights in the other party's content, products or services.

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(B) Subject to Subsection (A), as between the parties:

(1) Partner retains all rights in Partner Content; and

(2) Google and its Affiliates retain all rights in (a) Google Products; (b) Google Works; (c) content created by Google or its Affiliates, including models trained on Partner Content; and (d) User-generated content.

2.3 No Other Restrictions. Nothing in this Agreement:

(A) requires Google to use any Partner Content in Google Products;

(B) restricts Google from using content it obtains elsewhere; or

(C) restricts Google from exercising any rights it has at law (including under the U.S. Copyright Act).

2.4 Usage Period. The licence granted in Section 2.1(B): (A) in respect of Basic Content, will commence on the Effective Date and is perpetual and irrevocable; and B) in respect of Enhanced Content, will commence on the Effective Date and continue for the Initial Term and all Renewal Terms, also subject to Section 8.6 (the "**Usage Period**").

3 Delivery and Updates

3.1 Delivery. Partner will make available to Google an initial delivery of Partner Content (the "**Initial Delivery**") within 30 days after the Effective Date which will include the type of Partner Content specified in Attachment A (Partner Content and Services), in accordance with Google's technical requirements and using such method of delivery (including retrieval) reasonably nominated by Google. Google will only require Partner to comply with updated technical requirements and delivery methods after providing reasonable notice to Partner.

3.2 Updates. Partner will provide to Google Updates to Partner Content no less frequently than once a calendar month (or as otherwise agreed between the parties) to ensure that Partner Content satisfies the warranties in Section 4.2. Partner will make each Update to Partner Content available using such delivery method as reasonably nominated by Google from time to time. Once made available to Google, an Update will be treated as part of Partner Content. Google will only require Partner to comply with updated delivery methods after providing reasonable notice to Partner.

4 Warranties

4.1 By Both Parties. Each party warrants that it has full power and authority to enter into this Agreement.

4.2 By Partner. Partner warrants that:

(A) it has and will retain all necessary rights to grant the permissions and licences in this Agreement and deliver Partner Content to Google;

(B) Google's use of Partner Content in accordance with this Agreement will not infringe any moral rights in Partner Content and, where legally possible, all such rights have been waived.

(C) it has used and will continue to use reasonable care and skill in collecting Partner Content; and

4.3 Disclaimers. Partner warrants that at time of delivery, Partner Content will:

(A) comply with Attachment A (Partner Content and Services);

(B) be high quality, fresh and of good latency and coverage, in accordance with good industry practice;

(C) be materially accurate;

(D) does not contain any viruses, worms, trojan horses or other similar harmful components;

(E) if it includes URLs, those URLs will link directly to a webpage relevant to Partner Content without launching any new windows;

(F) not contain any content generated or processed using any machine learning models or generative AI systems unless Partner has notified the Google Legal Department in writing; and

(G) not contain any third party's personal information unless Partner has notified the Google Legal Department in writing.

4.3 To the maximum extent permitted by applicable law, and subject to Section 6.3 (Unlimited Liabilities), the parties disclaim all conditions, warranties and other terms not expressly stated in this Agreement.

5 Indemnities

5.1 Obligations. Partner will indemnify Google and Google's Affiliates, directors officers, employees, contractors and Users against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding (including regulatory proceedings) to the extent claiming that use of Partner Content infringes or violates a third party's intellectual property, publicity or other rights including applicable privacy or data protection rights.

5.2 Exclusions. Section 5.1 (Obligations) will not apply to the extent the underlying allegation arises from Google's breach of this Agreement or from modifications or combinations to Partner Content that were not provided or authorised by Partner.

6 Liability

6.1 Definition. In this Section 6 (Liability), "Liability" means any liability, whether under contract, tort (including negligence), or otherwise and whether or not foreseeable or contemplated by the parties.

6.2 Limited Liabilities. Subject to Section 6.3 (Unlimited Liabilities) and to the maximum extent permitted by applicable law:

(A) neither party will have any Liability arising out of or relating to this Agreement or Partner Content for:

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(1) lost revenues, profits, business opportunity, savings, or goodwill; or

(2) indirect or consequential losses; and

(B) each party's total aggregate Liability arising out of or relating to this Agreement or Partner Content is limited to EUR 30,000.

6.3 Unlimited Liabilities. Nothing in this Agreement excludes or limits either party's Liability for:

(A) death or personal injury resulting from its negligence or the negligence of its employees, contractors or agents;

(B) fraud or fraudulent misrepresentation

(C) breach of any implied condition as to title or quiet enjoyment;

(D) its obligations under Section 5 (Indemnities);

(E) breach of Section 7.1 (Confidentiality Obligations); and

(F) matters for which liability cannot be excluded or limited under applicable law.

7 Confidentiality; Publicity

7.1 Confidentiality Obligations. The recipient will not disclose the other party's Confidential Information, except to employees, Affiliates, agents, professional advisors, or third party contractors ("**Delegates**") who need to know it and who have a legal obligation to keep it confidential. The recipient will use the other party's Confidential Information only to exercise rights and fulfil obligations under this Agreement, while using reasonable care to protect the Confidential Information. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations. The recipient may disclose Confidential Information when required by law after giving reasonable notice to the other party, if permitted by law. This Section (Confidentiality Obligations) does not affect the parties' rights under Section 9.10 (Raising Issues with Public Authorities).

7.2 Publicity. Neither party may make any public statement regarding this Agreement without the other's written approval.

8 Term and Termination

8.1 Initial Term. This Agreement will start on the Effective Date and continue for an initial period of two (2) years ("**Initial Term**") unless terminated earlier in accordance with this Section 8 (Term and Termination).

8.2 Renewal. On the last day of the Initial Term, and each subsequent anniversary of that date, this Agreement, including Partner's obligation to provide Updates will automatically renew for additional one year periods (each a "**Renewal Term**"), unless terminated earlier in accordance with this Section 8 (Term and Termination) or unless either party notifies the other party of its intent not to renew at least 90 days prior to the end of the then-current term.

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8.4 Termination by Partner or Google. A party may terminate this Agreement immediately on written notice if the other party:

(A) is in material breach of this Agreement and fails to cure that breach within 30 days after receiving the other party's written notice identifying the breach; or

(B) is unable to meet its obligations under this Agreement for more than 30 days due to force majeure; .

8.5 Termination by Google. Google may terminate this Agreement at any time upon thirty (30) days' prior written notice (which may include email) to Partner if Partner Content is inaccurate, outdated or otherwise not consistent with the requirements set out in this Agreement.

8.6 Effect of Termination. On expiration or termination of this Agreement for any reason (contractual or otherwise):

(A) if Partner Content is delivered using a feed, then at Google's request, Partner will provide an empty feed to Google to replace Partner Content;

(B) In respect of the Basic Content, termination or expiry of this Agreement for any reason (contractual or otherwise) will not terminate the rights granted in Section 2.1;

(C) In respect of the Enhanced Content and other Partner Content that is not Basic Content, Google will have the right to use and allow access to the Enhanced Content and other Partner Content that is not Basic Content in connection with Google Products for 120 days following termination or expiry (or if applicable, receipt of the empty feed);

(D) to the extent that Partner Content is incorporated, in accordance with this Agreement, into any media that is not reasonably practical to recall (for example, social media posts, blogposts and screenshots of Google Products in print or video), for as long as such media exists but solely as incorporated into that media.

(E) Expiration or termination of this Agreement will not affect:

(1) Google's right to use and copy any Google Works; and

(2) the continuation of any sublicenses that Google has granted during the term of the Agreement; and

(F) Sections 3 (Warranties) to 9 (General) of this Agreement will survive

9 General

9.1 Notices. All notices must be in English and in writing. Notices of breach or termination must be addressed to the other party's Legal Department. The address for notices to Google's Legal Department is legal-notices@google.com. All other notices must be addressed to the other party's primary contact. Emails are written notices. Notice will be treated as given on receipt, as confirmed by written or electronic records.

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9.2 Assignment. Neither party may assign or otherwise transfer any part of this Agreement without the written consent of the other, except to an Affiliate where: (A) the assignee has agreed in writing to be bound by the terms of this Agreement; (B) the assigning party has notified the other party of the assignment; and (C) the assigning party remains liable for obligations under this Agreement if the assignee defaults on them. Any other attempt to assign is void

9.3 Affiliates, Consultants and Contractors. Google may use its Affiliates, consultants and contractors to exercise its rights and fulfil its obligations under this Agreement and Partner may subcontract its obligations under this Agreement, but only if Google and Partner remain liable for (A) their respective obligations, and (B) their Affiliates', consultants' and contractors' acts and omissions.

9.4 Change of Control. During the Agreement Term, if a party experiences a change of control (for example, through a stock purchase or sale, merger, or other corporate transaction) or sells all or substantially all of its assets: (A) that party will give written notice to the other party within 30 days after the change of control; and (B) the other party may immediately terminate this Agreement (or with 30 days' prior notice if required by applicable law) any time between the change of control and 30 days after it receives that written notice.

9.5 Force Majeure. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

9.6 No Waiver. A party's delay or omission in exercising any right under this Agreement will not be treated as a waiver of that right.

9.7 Independent Contractors. The parties are independent contractors. This Agreement does not create any agency, partnership, joint venture, or employment relationship regardless of the parties' colloquial use of words such as "partner" or "partnership" in connection with this Agreement.

9.8 No Third Party Beneficiaries. There are no third-party beneficiaries under this Agreement unless the Agreement expressly states that there are. The parties can amend, rescind, or terminate this Agreement without any third-party beneficiary's consent.

9.9 Violations of Law. Nothing in this Agreement will require either party to violate any applicable law in order to fulfil a contractual obligation.

9.10 Raising Issues with Public Authorities. Nothing in this Agreement prevents a party from raising issues with any relevant public authority regarding non-compliance with the law. To the extent this Section conflicts with any other part of this Agreement, this Section will govern.

9.11 Signatures. The parties may sign this Agreement using counterparts and electronic copies as originals. The parties may also sign this Agreement electronically if permitted by applicable law.

9.12 Amendments. Any amendment must be in writing, expressly state that it is amending this Agreement and be signed by both parties.

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9.13 Entire Agreement. Subject to Section 6.3(B), this Agreement states all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. In entering into this Agreement, the parties have relied solely on the express statements in this Agreement.

9.14 Severability. If any part of this Agreement is invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.

9.15 Conflicting Languages. To the extent any translated version of this Agreement is inconsistent with the English version, the English version will govern.

9.16 Governing Law; Dispute Resolution

(A) Governing Law. English law will govern this Agreement and all (contractual or non-contractual) disputes arising out of or relating to this Agreement ("Disputes").

(B) Settlement. Subject to Section 9.10 (Raising Issues with Public Authorities), the parties will try in good faith to settle any Dispute within 30 days after a party receives the first notice regarding the Dispute in accordance with Section 9.1 (Notices). If the parties are unable to resolve the Dispute within this 30-day period, either party may refer the Dispute to arbitration in accordance with Section 9.16(C) (Arbitration).

(C) Arbitration. The parties will refer all Disputes to final, binding arbitration under the rules of the London Court of International Arbitration in force as of this Agreement's Effective Date. The arbitration will be conducted in English by one arbitrator in London, England, which will be the seat of arbitration.

(D) Confidentiality. The arbitration is Confidential Information (including the arbitration's existence and any oral or written information related to it). However, the parties may disclose to a competent court information necessary to execute any arbitral decision, but only if the confidentiality of those materials is maintained in those judicial proceedings.

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Attachment A (Partner Content and Services)

The Partner Content includes the transit information described in this Attachment A (Partner Content and Services) for the Partner network.

Part 1: Basic Content
Static Data

1. Location and further details of transit stops.
2. Details of public transport lines & routes.

Partner Content includes the information set out at g.co/transitfeed, which will be provided according to the GTFS specification.

Part 2: Enhanced Content
Static Data

Scheduled service times including trip and timetable information (if the network doesn't operate with timetables: frequencies of the trips and operation times).
Partner Content will include the information set out at g.co/transitfeed, which will be provided according to the GTFS specification.
Partner will use reasonable endeavours to ensure that service frequency data covers at least the 4 weeks from and including the date that it is made available to Google.

Real-Time Data (Optional)

Where available:
1. a list of trip updates;
2. a list of service alerts; and
3. a list of vehicle positions or other real time data.

Partner Content will include the information set out at g.co/transitfeed, which will be provided according to the GTFS-realtime specification.
Partner will use reasonable endeavours to make real-time data available to Google within 90 seconds of such data becoming available in Partner's database.

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Accept Agreement

I have read and agree to the terms of this Agreement. By clicking and accepting this Agreement, and populating the signatory information below, I represent and warrant that I have authority to bind the entity listed above to these terms and conditions.

Signatory Information

Full Legal Entity Name :	Biatorbágyi Polgármesteri Hivatal
Address:	Biatorbágy Baross Gábor utca 2/a, 2051 Hungary
Accepted By:	Adam Kiss
Accepted On:	9/2/2026
Title:	vice-mayor
Email:	kiss.adam@biatorbagy.hu