



Our Ref: Amazon Web Services Temporary Station Renaming and Digital Takeover

19 December 2016

Maria Ciolpan
Marketing Manager EMEA PS
Amazon Web Services Luxembourg S.a.r.l
26/28 rue Edward Steichen
L-2540 Luxembourg

Dear Maria,

Transport Trading Limited (“the Authority”) and Amazon Web Services UK Limited (“the Sponsor”) (together “the Parties”) agree to the Authority’s grant of the Benefits in return for the Sponsor’s payment to the Authority of the Sponsorship Costs relating to the Amazon Web Services “Webminster” Westminster Temporary Station Renaming and TfL Online Digital Takeover (“the Sponsorship”) as set out in the commercial terms below and general terms appended (“the Agreement”).

Please sign and return the enclosed copy letter to indicate your agreement.

COMMERCIAL TERMS

1. **Benefits** means the following:
 - a. Temporary station renaming of Westminster Underground Station
 - i. Rights to temporarily change internal signage referring to the station name at Westminster Underground Station to “Webminster” to be visible during operational hours on Thursday 12th January 2017 only
 - ii. Internal signage to be temporarily changed includes 43 roundels, 29 line diagrams, 6 wayfinding entrance signs and 60 platform frieze illuminated panels
 - iii. For clarity, the following signage referring to the station name Westminster Underground Station will not form part of the rights referred to in 1. a. i. above: roundels on the track side of Jubilee line platforms, signage at Westminster Underground Station visible at street level, signage within trains, signage at any other station or location under the control of the Authority
 - iv. All internal signage will be returned to its original state to display the station name of “Westminster” before operational hours commence on Friday 13th January 2017
 - v. Rights to place Sponsor advertising in Westminster Underground Station

for a period of one week, to be visible during operational hours commencing Thursday 12th January 2017 to Wednesday 18th January 2017 inclusive

- vi. Sponsor advertising may be placed in the following locations within Westminster Underground station: High level and low level metal panels above the platform edge doors on the Jubilee line platforms, glass and metal panels on the District and Circle Line platforms, glass and metal panels and line diagram surrounds in publically accessible areas on the paid side of ticket gates leading to the platforms
 - vii. The exact location, artwork and copy of Sponsor advertising must be agreed between the Authority and the Sponsor
 - viii. Sponsor advertising and signage for the temporary name change must be printed on materials approved for use on the London Underground and installed and subsequently removed by a London Underground approved supplier at the cost of the Sponsor. The Sponsor shall pay for the cost of repairing any damage caused by the installation or removal of the temporary signage or advertising
 - ix. The Authority will support the Sponsorship through their social media channels and a press release, with a media plan to be agreed between the Authority and the Sponsor
- b. Digital takeover on tfl.gov.uk
- i. Sponsor advertising on the billboard, leaderboard, mobile adhesive, MPU and hero units on the TfL homepage www.tfl.gov.uk for two weeks from Thursday 12th January 2017 to Wednesday 25th January 2017 inclusive
 - ii. Sponsor advertising on the billboard, leaderboard, mobile adhesive, MPU and hero units on the TfL Plan a Journey page www.tfl.gov.uk/plan-a-journey/ for three weeks from Thursday 12th January 2017 to Wednesday 1st February 2017 inclusive
 - iii. Sponsor advertising on the billboard, leaderboard, mobile adhesive and MPU ad unit on the TfL Plan a Journey results pages for the following London Underground Stations for four weeks from Thursday 12th January 2017 to Wednesday 8th February 2017 inclusive: Westminster, St James's Park and Victoria
 - iv. Sponsor branding "Powered by AWS" on the masthead of www.tfl.gov.uk for four weeks from Thursday 12th January 2017 to Wednesday 8th February 2017 inclusive
 - v. Billboard ad unit is 970 x 250 pixels, leaderboard ad unit is 728 x 90 pixels, mobile adhesive ad unit is 320 x 50 pixels, MPU ad unit is 300 x 250 pixels, Hero ad unit is 1400 x 700 pixels for the homepage and 1400 x 1050 pixels for the Plan a Journey page

2. **Sponsorship Costs** means £390,000 plus VAT on receipt of an invoice published on Thursday 12th January 2017. Payment is due net within 60 days following the Sponsor's receipt of a valid invoice. For the avoidance of doubt time shall be of the essence for the payment of Sponsorship Costs.
3. **Sponsorship Period** means the period commencing on 12th January 2017 until 8th February 2017.

**SIGNED FOR AND BEHALF OF THE
PARTIES**

.....
Graeme Craig
Commercial Development Director
Duly authorised signatory
for the Authority

.....
Max Peterson
AWS Vice President
Duly authorised signatory
for the Sponsor

APPENDIX 1- GENERAL TERMS

1. The Sponsor shall pay the Sponsorship Costs in the manner and on the dates required by this Agreement.
2. In the event that the Sponsor fails to pay any fee or cost or meet any other obligation in accordance with this Agreement, the Authority may without prejudice to its other rights under this Agreement elect to withdraw the relevant element of the Benefits, offer an alternative or reduced Benefit(s) or deliver the Benefit(s) notwithstanding such late payment but recover the relevant sum(s) later.
3. No change to any of the Benefits shall entitle the Sponsor to reduce or refuse payment provided that, taken as a whole (including any additional or new facilities or benefits offered by the Authority), the package of benefits offered is not materially of less quality or extent than was determined as at the date of signing.
4. Benefits not realised due to the non-provision of artwork or copy by the Sponsor in line with the production deadlines of the Authority will be considered as having been offered and will be paid for as such.
5. The Authority may terminate this Agreement at any time if: (a) the Sponsor goes into liquidation, receivership, administrative receivership, administration, becomes insolvent or ceases trading or a petition is presented for its winding-up or bankruptcy; (b) the Sponsor demonstrates or declares, whether by words or its actions, that it shall not be paying the Sponsorship Costs and/or adhering to this Agreement; or (c) circumstances arise from which there is a risk of damage to the Authority by reason of the conduct of, or adverse publicity about the Sponsor, by giving the Sponsor notice in writing to bring the Agreement to an end immediately, and in such circumstances the Authority shall be entitled to retain fees already paid provided always that upon the application of paragraph 5(c), the Sponsor's liability for costs arising subsequently shall cease, save that the Authority's other rights for any breach shall survive termination.
6. The Sponsor shall remain liable for the Sponsorship Costs in full in the event that it determines it no longer wishes to be associated with the Sponsorship; the Authority gives notice of termination to the Sponsor in the case of the Sponsor's breach of this Agreement; or liquidation, receivership, administrative receivership, administration, becoming insolvent, cessation of trading or a the presentation of a petition for its winding-up or bankruptcy.
7. The total aggregate liability of either party under or in connection with this Agreement for (i) consequential, special, punitive, or indirect damages of any kind or (ii) direct damages will be limited to the Sponsorship Costs paid or payable by the Sponsor under this Agreement.
8. Either Party may give notice to terminate this Agreement in the event that the other: (a) breaches this Agreement and fails to remedy such breach within 14 days of notice given by the Party not in breach to the other; or (b) breaches this Agreement where such breach is not capable of remedy;
9. Neither party accepts any responsibility for any change to the Sponsorship or for any reason beyond it's reasonable control, including without limitation, act of God, fire, national or local disaster. Either party, its affiliates, and the

directors, officers, employees and agents of each shall indemnify, hold harmless and defend the other party from and against any and all claims, damages, liabilities, costs and expenses, including (without limitation) reasonable attorneys' fees and costs of litigation, arising out of or related to the Sponsorship, including, without limitation, those related to (i) death of, injury to, or illness of any person in connection with the Sponsorship; (ii) damage or loss to any property or any other damage or loss due in whole or in part to the Sponsorship; (iii) infringement or misappropriation of any patent, trademark, trade name, trade dress, copyright, trade secret, or other proprietary right by items related to the Sponsorship; or (iv) either party's performance of this party's obligations hereunder and the party's conduct of the Sponsorship. The foregoing does not apply to the extent any such claims, damages, liabilities, costs or expenses result from the negligence or willful misconduct of either party.

10. Neither Party shall do anything to impair the rights of the other Party in its trademarks or other intellectual property and neither Party shall represent that it has any right to (or to use) such trademarks except as expressly permitted under this Agreement. All rights in and to the Sponsorship, its name, get-up, logos, goodwill and reputation, and any related intellectual property rights, shall remain owned by the Authority, save for any intellectual property rights existing in the Sponsor Logo. Neither Party shall do or permit any act within its control which may be derogatory to the other Party, its products or services, its brands or trade or service marks or is likely in any way to damage or impair the high standing or reputation of that Party. Subject to Clause 10, in the event of termination, all rights of one Party to use the other Party's trademarks or other intellectual property ends immediately.
11. The Sponsor undertakes to maintain in strictest confidence and not to disclose to any third party without the prior written consent of the Authority any trade or business secret or other information by its nature or expressed to be confidential supplied by the Authority to the Sponsor. The Sponsor gives its consent for the Authority to publish this Agreement and ancillary information/documentation.
12. The Sponsor shall not, and shall procure that it shall not pay any commission, fees or grant any rebates to any employee, officer or agent of the Authority nor favour employees, officers or agents of the Authority with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of the Authority without the Authority's written approval.
13. Any notice, demand or communication required to be given in connection with this Agreement will be in writing and may be delivered by hand, prepaid recorded delivery first class post or facsimile addressed to the recipient at its registered office or any other address (including a facsimile number) notified to the other Party in writing in accordance with this paragraph as an address to which notices, invoices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served if delivered by (a) hand, at the time of delivery; or (b) post, 2 business days after being posted or in the case of airmail 14 business days after being posted.
14. The Agreement is personal to the Sponsor who may not assign nor otherwise transfer any rights or obligations under this Agreement without the prior written

consent of the Authority. Authority may not assign this Agreement without the prior written consent of the Sponsor.

15. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable for any reason the validity of the remaining provisions shall not be affected and the Parties will thereafter use best efforts to substitute a provision of similar economic intent and effect.
16. No waiver of any provision of this Agreement shall be effective unless expressly stated to be waived and communicated in writing to the other Party.
17. Nothing in this Agreement shall constitute or be deemed to constitute any partnership or agency arrangement between the Parties.
18. Save that any subsidiary (as defined in section 1159 of the Companies Act 2006) of the Authority has the right to enforce the terms of this Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999 ("Third Party Act"), the Parties do not intend that any of the terms of this Agreement shall be enforceable by virtue of the Third Party Act by any person not a party to it provided always that the Parties are entitled to vary or rescind this Agreement without the consent of any other person including such Authority subsidiaries.
19. Any variation to this Agreement agreed by the Parties shall be recorded in writing.
20. The laws of England govern this Agreement and the Parties shall submit to the exclusive jurisdiction of the English courts.
21. This Agreement constitutes the complete and final agreement of the Parties pertaining to Sponsorship and supersedes the Parties' prior or contemporaneous agreements, understandings and discussions relating thereto.
22. Each party represents and warrants to the other that it has the full power and authority necessary to enter into this Agreement and to make it a binding and enforceable obligation. Authority represents and warrants to Sponsor that the Sponsorship and Authority's performance under this Agreement will comply with all applicable laws, rules and regulations, and if the Benefits include sharing of event attendee information with Sponsor and its affiliates, Authority will obtain all permissions necessary to provide such event attendee information to Sponsor and for Sponsor and its affiliates to use that information for their business purposes, including the purpose of marketing their goods and services.
23. Authority will obtain and maintain, at Authority's expense, insurance for the Sponsorship that a reasonably prudent event organizer in similar circumstances would have, including Commercial General Liability Insurance with minimum limits of US\$1,000,000 Each Occurrence and US\$2,000,000 General Aggregate.
24. Authority may charge and Sponsor will pay applicable national, state or local sales or use taxes or value added taxes that Authority is legally obligated to charge ("Taxes"), provided that such Taxes are stated on the original invoice that Authority provides to Sponsor and Authority's invoices state such Taxes separately and meet the requirements for a valid tax invoice. Sponsor may deduct or withhold any taxes that Sponsor may be legally obligated to deduct

or withhold from any amounts payable to Authority under this Agreement, and payment to Authority as reduced by such deductions or withholdings will constitute full payment and settlement to Authority of amounts payable under this Agreement. Throughout the term of this Agreement, Authority will provide Sponsor with any forms, documents, or certifications as may be required for Sponsor to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement.

25. If Authority relocates, reschedules, or cancels the Sponsorship, Authority will promptly notify Sponsor and Sponsor may elect to withdraw from the Sponsorship, in which case Authority will promptly refund the Sponsorship Costs to Sponsor in full. Notwithstanding clause 3, if Authority fails to deliver to Sponsor all the Benefits, Sponsor, in addition to all other rights and remedies available at law or in equity, will be entitled to a refund proportional to the Benefits' value that were paid for but not received.
26. Sponsor may specify and make available to Authority trade names, trademarks, service marks, logos or other commercial symbols of Sponsor or any of its affiliates (collectively, "Sponsor Marks") in connection with the Sponsorship, and in so doing, Sponsor grants Authority a nonexclusive, worldwide, royalty-free, revocable license to use such Sponsor Marks solely for the purpose of promoting the Sponsorship or as expressly set forth in this Agreement. Authority will not use any Sponsor Marks except as set forth in this Agreement. Before using Sponsor's name or Sponsor Marks on any materials, Authority must send such materials to Sponsor for Sponsor's prior written approval. When using any Sponsor Marks, Authority must follow the Sponsor Trademark Guidelines posted on the Sponsor website at <http://aws.amazon.com/trademark-guidelines/>, as updated from time to time. Sponsor reserves all rights to the Sponsor Marks, its copyrights, patents and other intellectual property rights and, except as expressly described in this Section 27, no rights to Sponsor Marks or Sponsor's copyrights, patent or other intellectual property rights are transferred or licensed pursuant to this Agreement.