

General Terms and Conditions for Moata

1 Introduction

- 1.1 We are Mott MacDonald (**we, our and us**). We have created and make available **Moata** – a digital platform that hosts solutions that use the power of data to help you unlock social, economic and environmental value and solve today's most pressing infrastructure problems across the asset life cycle. Moata, and the products we make available through it, are made available on a software/platform-as a-service basis. We also make available a range of consultancy services for use in connection with Moata, which may be purchased alongside your Moata subscription.
- 1.2 These General Terms set out the general terms and conditions that apply to all Moata products and services we offer. Each set of Product Specific Terms sets out the additional terms and conditions that apply to the Moata product detailed therein; whilst the Moata Consultancy Terms set out the additional terms and conditions that apply to any Moata consultancy services you purchase alongside your Moata subscription.
- 1.3 If you wish to subscribe for any one or more Moata products or purchase any Moata consultancy services, then you must accept these General Terms together with the relevant Product Specific Terms, Moata Consultancy Terms, Data Protection Terms, Local Contract Terms and the terms and conditions set out in your Order Form.
- 1.4 Please be aware that we only make Moata, and our Moata products and services, available to businesses and other organisations for use on a professional, business only basis. We do not make Moata, or any of our Moata products and services, available to consumers. By entering into a Contract, you confirm to us that you are acting in the course of your business only.

2 Definitions

Unless set out otherwise, in our Terms, the definitions below apply. Other words and expressions defined in the Data Protection Terms have the same meaning in these General Terms:

Affiliate means, in respect of a person, any other person which directly or indirectly Controls, is Controlled by, or is under common Control with, that person from time to time;

Agreed Scope of Use means, in respect of a Moata Product, what you and your Users are allowed to use the product for;

Authorised Users means, in respect of a Moata Product, those users who have been assigned a User Subscription and are allowed to access and use the product;

Business Day means any day, other than a day that falls on a weekend or a public holiday in the place where we are located;

Charges means, in respect of a Contract, the fees for the provision of the Moata Services, as set out in the Order Form or otherwise agreed by you and us in writing;

Confidential Information means, in respect of a Contract, all information (whether written, oral or in electronic form) concerning the business and affairs of either Party or its Affiliates that the other Party obtains or receives as a result of the discussions leading up to, or the entering into, or the performance of, the Contract;

Consultancy Start Date means, in respect of a set of Moata Consultancy Services, the 'Consultancy Start Date' set out in the Order Form for those services;

Consultancy Services Period means, in respect of a set of Moata Consultancy Services, the period starting on the Consultancy Start Date during which the Moata Consultancy Services will be provided;

Contract is defined in Clause 3.2;

Contract Date means, in respect of a Contract, the date on which the Contract is made in accordance with Clause 3;

Contract Year means, in respect of a Contract, each 12 month period starting on the Contract Date, or the anniversary of the Contract Date, as applicable, during the Contract term, except that the final Contract Year may be a period of less than 12 months depending on the date of Contract termination;

Control means, in respect of a person, the holding, or controlling, in each case, directly or indirectly, of shares or any similar rights of ownership in that person bearing the majority of voting rights attaching to all the shares or other rights of ownership in that person or having the power to direct or cause the direction and management of the policies of that person, whether as a result of the ownership of shares, control of the board of directors, contract or any power conferred by the articles of association or other constitutional documents of such person, and **Controlling** and **Controlled** shall be construed accordingly;

Customer Data means, in respect of a Contract, the data and information (including Personal Information) that is made available to us by you or any of your Subcontractors (or any person on your or their behalf) as part of your use of the Moata Services and/or in order for us to provide the Moata Services, including any data and information that you or your Users upload, import, store or otherwise enter into Moata and/or any Moata Product;

Data Protection Terms means the data protection-related terms and conditions, details of which are set out in the Order Form;

General Terms means these terms and conditions, which are our General Terms and Conditions for Moata;

Geospatial Related Product is defined in Clause 3.3;

Initial Subscription Period means, in respect of a Moata Product, the initial period starting on the Start Date during which the Moata Product will be provided, as set out in the Order Form;

Local Contract Terms means the local law-related terms and conditions, details of which are set out in the Order Form;

Mandatory Policies means any policies, terms of use and/or other terms and conditions that may be posted by us from time to time and made available to you;

Moata Community means the "Moata Community" forum we make available through Moata for industry professionals to connect, discuss, share and learn from each other;

Moata Consultancy Services means, in respect of a Contract, a set of Moata consultancy services that we agree to provide to you from time to time under the Contract in accordance with Clause 6 in respect of your use of the Moata Products;

Moata Consultancy Terms means the terms and conditions that apply to the Moata consultancy services that we make available from time to time, details of which are set out in the Order Form;

Moata Licence means, in respect of a Contract, the right to access and use Moata and each Moata Product subject to and in accordance with the Contract during the relevant Subscription Period, as granted by us pursuant to Clause 4.2;

Moata Product means, in respect of a Contract, a Moata product provided by us on a SaaS basis through Moata that you have subscribed for under the Contract;

Moata Services means, in respect of a Contract, the Moata Products and any Moata Consultancy Services that we agree to

provide to you under the Contract, as set out in the Order Form, and a **Moata Service** means any one of them;

Mott MacDonald means, in respect of a Contract, the Mott MacDonald Group member set out in the Order Form;

Mott MacDonald Group means Mott MacDonald and its Affiliates;

Order Form means, in respect of a Contract, our order form for the Contract, completed, agreed and signed by you and us pursuant to Clause 3, as may be replaced from time to time pursuant to Clause 7.2;

Outputs means any data, information, results, analyses or other work product or deliverables produced, provided, delivered or prepared as part of the Moata Services (whether written, oral or in electronic form, including graphical or visual outputs);

Parties means us and you, and a **Party** means either us or you as applicable;

Partner Solutions is defined in Clause 4.6;

Product Specific Terms means the product specific terms and conditions that apply to a Moata product that we make available from time to time, details of which are set out in the Order Form;

Renewal Period is defined in Clause 5.3;

Restricted Person means any person who from time to time: (i) is named on a Sanctions List; (ii) is Controlled by, or acts on behalf of, a person named on a Sanctions List; (iii) is located or incorporated in a Sanctioned Country; or (iv) is otherwise the target or subject of Sanctions;

Sanctioned Country means a country, territory or region which is, or whose government is, the subject of Sanctions;

Sanctions means any economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by any Sanctions Authority;

Sanctions List means a list of specifically designated nationals or designated persons held or administered by a Sanctions Authority;

Sanctions Authority means any competent sanctions authority, including the United Kingdom, European Union, any European Union member state, United Nations and its Security Council, and the US government, together with any government entity of any such sanctions authorities, such as the US Department of State, the Office of Foreign Assets Control and Her Majesty's Treasury;

Start Date means, in respect of a Moata Product, the 'Start Date' set out in the Order Form for the product;

Subcontractor means, in respect of a Moata Product, a supplier, sub-contractor, independent contractor or other person engaged by you in connection with the Agreed Scope of Use;

Subscription Period means, in respect of a Moata Product, the Initial Subscription Period and any Renewal Period(s);

Terms means, in respect of a Contract: the General Terms; the Product Specific Terms for each of the Moata Products; where you have purchased Moata Consultancy Services under the Contract, the Moata Consultancy Terms; the Data Protection Terms and the Local Contract Terms;

Third Party Components is defined in Clause 8.3;

Users means, in respect of a Moata Product, your Subcontractors, together with your and their respective Authorised Users;

User Subscription means a subscription for an Authorised User to access and use a Moata Product; and

you means a customer wishing to purchase, or who has purchased, one or more Moata products and/or Moata-related

consultancy services from us. The name of the customer under a Contract is set out in the Order Form.

3 Order and subscription process

3.1 You may subscribe for a single Moata product, multiple Moata products, and/or any associated and related Moata consultancy services. Where you ask us to provide you with one or more Moata products and/or any Moata-related consultancy services, and we are happy to provide the same to you, you and we will complete, agree and sign an Order Form for the Moata products and/or consultancy services. Each Order Form will include:

- (a) details of the Moata product(s) you wish to subscribe for, together with details of any consultancy services you would like us to provide in relation to those products;
- (b) the Start Date, Initial Subscription Period, Agreed Scope of Use, length of any Renewal Period and Charges arrangements for each Moata product;
- (c) the Consultancy Start Date, Consultancy Services Period and Charges arrangements for any Moata consultancy that you wish to purchase; and
- (d) any other matters that you and we agree to document in the Order Form.

3.2 It is on the date that an Order Form is executed (i.e. the date you sign it following signature by us, or vice versa) that a legally binding contract is made between you and us for the Moata Services set out in the Order Form (**Contract**). Subject to Clause 3.3 and any amendments in accordance with Clause 7, each Contract consists of:

- (a) the Order Form;
- (b) these General Terms (in the form existing at the date of the Contract);
- (c) the relevant Product Specific Terms for each of the Moata Products or that apply pursuant to Clause 3.3, as set out in the Order Form, and in the form existing at the date of the Contract;
- (d) where as part of the Contract you have purchased one or more sets of Moata Consultancy Services, the Moata Consultancy Terms (in the form existing at the date of the Contract);
- (e) the Data Protection Terms (in the form existing at the date of the Contract);
- (f) the Local Contract Terms (in the form existing at the date of the Contract); and
- (g) any other documents incorporated into the Contract by reference,

to the exclusion of all other terms and conditions (including any terms and conditions which you may purport to apply under any proposal, standard terms of business, purchase order, confirmation of order or similar document).

3.3 Certain Moata products utilise the mapping and other technology/functionality of our Moata Geospatial product (each such product, a **Geospatial Related Product**). Where you subscribe under a Contract for a Geospatial Related Product, your use of that product shall (in addition to the other provisions of the Contract, including the Product Specific Terms for that product) also be subject to the Product Specific Terms for Moata Geospatial, which shall automatically form part of the Contract. If a Moata Product is a Geospatial Related Product, the Product Specific Terms for that product will expressly confirm that the product is a Geospatial Related Product.

4 Provision of the Moata Services

4.1 We will provide: (i) each Moata Product to you during the relevant Subscription Period in accordance with the provisions of the Contract and, in particular, these General Terms and the Product Specific Terms that apply to the Moata Product; and (ii) any Moata Consultancy Services to you during the relevant

Consultancy Services Period only in accordance with the provisions of the Contract and, in particular, these General Terms and the Moata Consultancy Terms. In particular, we will:

- (a) provide each Moata Service in accordance with all applicable laws and using reasonable care and skill consistent with prevailing industry standards;
 - (b) use appropriately qualified and trained personnel to perform each Moata Service; and
 - (c) aim to provide each Moata Service in accordance with any dates or timetable(s) set out in the Contract, except we cannot and do not guarantee to provide each Moata Service in accordance with any dates or timetable(s).
- 4.2 In respect of a Contract, and subject to the further provisions of the Contract, we grant you a non-exclusive, non-transferable licence to access and use, and allow your Subcontractors to access and use, Moata and each Moata Product during the Subscription Period solely for your, and your Subcontractors', internal business purposes in connection with the Agreed Scope of Use. This licence will, in relation to a Moata Product, automatically terminate at the end of the Subscription Period for the product.
- 4.3 The Order Form sets out the Agreed Scope of Use for each Moata Product, which will be on either:
- (a) a "project" basis, in which case you and your Users are only permitted to use the product in connection with the project(s) set out in the Order Form; or
 - (b) an "enterprise" basis, in which case you and your Users are only permitted to use the product in connection with the scope of use set out in the Order Form. Where, as part of an "enterprise" licence, we agree that the project(s) in respect of which you may use a Moata Product will be agreed by you and us on an ongoing basis, then we will maintain an up-to-date record of such agreed project(s).
- 4.4 We will work with you remotely to deploy, and carry out the initial set-up of, each Moata Product that you subscribe for under a Contract so that it is ready for use by you and your Users. We will carry out these deployment activities on or after the Start Date at a mutually convenient date and time agreed by you and us. The scope of the deployment activities will be set out in the Order Form. We will use reasonable endeavours to comply with any reasonable and practicable instructions that you give to us concerning the deployment activities, provided that if any instructions require us to carry out additional work, the additional work will be charged by us to you at our standard hourly or day rates, as applicable. We will tell you if this is the case.
- 4.5 In respect of a Contract, and except as may otherwise be expressly agreed by you and us in writing (in the Order Form or otherwise):
- (a) only Authorised Users may access and use the Moata Products. Each Authorised User must be an employee, officer, director or other staff member or agent employed or engaged by you or one of your Subcontractors. An individual will cease to be an Authorised User if, at any time, they no longer satisfy the requirements of this Clause 4.5(a);
 - (b) if the subscription you have selected for a Moata Product is charged by reference to the number of User Subscriptions, you must ensure the total number of Authorised Users do not exceed the number of User Subscriptions purchased, as set out in the Order Form;
 - (c) each Authorised User will be assigned an account with a username and password to access the Moata Product(s). An Authorised User's account credentials must include the user's individual corporate email address. Accounts

cannot be created using generic email addresses that are not assigned to specific individuals;

- (d) you must ensure that the user credentials assigned to each Authorised User are kept confidential and only used by the Authorised User to access and use the relevant Moata Product. Multiple users are not permitted to access and use the same account; and
 - (e) if you wish to permanently substitute one Authorised User for another, you may request that we re-assign the relevant account to a new Authorised User.
- 4.6 We may allow you to access and use certain software applications, solutions and services provided by third parties through Moata that you, outside of your contractual arrangements with us, have the right to access and use (**Partner Solutions**). Where this is the case, additional terms and conditions may apply, which you must comply with. We will notify you of any such terms and conditions.
- 4.7 If you or your Authorised Users experience any technical issues when using the Moata Products, you or they may contact our support team via our helpdesk at support.moata.com. Upon notification, our support team will try to resolve the technical issue as quickly as possible. Support does not include any issue or question not directly related to the Moata Products or that arises because you or an Authorised User do not know how to use the products properly.
- 4.8 As part of your subscription to a Moata Product, you and your Users may access and use Moata Community. Moata Community is a discretionary benefit and we may close or suspend Moata Community at any time. You must ensure that your and your Users' use of Moata Community complies with any Mandatory Policies that apply in relation to Moata Community, in particular, the [Moata Community Terms of Use](#).
- 5 Managing Moata Product subscriptions**
- 5.1 You are only allowed to receive, access and use each Moata Product during the Subscription Period.
- 5.2 Your subscription to a Moata Product will start on the Start Date and continue, subject to the provisions of the Contract, for the Initial Subscription Period. Each Moata Product may have the same, or a different, Initial Subscription Period.
- 5.3 Your subscription to a Moata Product will automatically renew for the period set out in the Order Form in respect of the Moata Product (each such period, a **Renewal Period**) at the end of the Initial Subscription Period and any subsequent Renewal Period, except where you and we agree something different and set that out in the Order Form (for example, we may agree in the Order Form that your subscription for a Moata Product will automatically terminate at the end of the Initial Subscription Period or will continue on a rolling basis until either you or we terminate it with an agreed period of notice).
- 6 Moata Consultancy Services**
- 6.1 If at any time you would like further support, assistance or guidance from us in connection with your and/or your Users' use of Moata and any of the Moata Products – for example, in connection with the uploading or processing of Customer Data, the analysis of Service Outputs, exploring further software development initiatives or the provision of training on how to get the most out of your Moata subscriptions – you can ask us to provide this support, assistance and guidance to you through our Moata consultancy services offering.
- 6.2 You can ask us to provide our Moata consultancy services to you at any time during the term of a Contract. If we agree to provide you with Moata consultancy under a Contract at the point that you first enter into a Contract, details of the Moata Consultancy Services will be set out in the Order Form. If we agree to provide you with Moata consultancy at a later date, you and we will need to agree a change to the relevant Contract in accordance with Clause 7 and, in such circumstances, details

of the Moata Consultancy Services will be set out in replacement Order Form agreed by you and us.

6.3 The provision by us and receipt by you of a set of Moata Consultancy Services under a Contract shall, in addition to the other terms and conditions of the Contract, be governed by our Moata Consultancy Terms, which shall form part of a Contract under which we are engaged to provide those Moata Consultancy Services. Depending on the nature of the services required, and where we have a separate, existing agreement in place between you and us that can cover consulting services, you and we may agree that we are to provide the consultancy services under that existing agreement. Where that is the case, you and we will agree and document the arrangements relating to those consulting services in writing by way of a variation, statement of work, service order or similar, as applicable, under that existing agreement. Such services shall then be provided by us to you under that existing agreement instead of the relevant Contract (and the Contract, including the Moata Consultancy Terms, will not therefore apply to you in relation to those services).

6.4 Each set of the Moata Consultancy Services that you purchase under a Contract shall start on the relevant Consultancy Start Date and shall, subject to the further provision of the Contract, automatically terminate at the end of the relevant Consultancy Services Period.

7 Making changes to the Moata Services

7.1 You may ask us to make changes to a Contract at any time, including to:

- (a) subscribe for an additional Moata product;
- (b) purchase Moata consultancy services; and
- (c) upgrade an existing Moata Product subscription (for example, to upgrade your subscription package/tier).

7.2 If we agree to your requested change, you and we will complete, agree and sign a replacement Order Form that sets out full details of all of the Moata Services you have purchased under the Contract as at the point the change takes effect (i.e. your existing Moata Services, together with the additional Moata Service(s) you have purchased). Once signed, the replacement Order Form will replace the pre-existing Order Form.

7.3 The Contract change only take effect once you and we have signed the replacement Order Form. The replacement Order Form will set out details of any additional Charges payable in respect of the changes, together with the agreed payment arrangements.

7.4 Notwithstanding Clause 3, where, as part of a Contract change, you purchase:

- (a) a subscription to a new Moata Product, then with effect from the point that the change takes effect under Clause 7.3, the Product Specific Terms for the relevant Moata product (in the form existing as at the date of the Contract change) shall form part of the Contract as part of the Contract change; and/or
- (b) a set of Moata Consultancy Services for the first time under the Contract, then with effect from the point that the change takes effect under Clause 7.3, the Moata Consultancy Terms (in the form existing as at the date of the Contract change) shall form part of the Contract as part of the Contract change.

8 General terms relating to Moata Services

8.1 In respect of a Contract, you shall (and you shall ensure your Users shall):

- (a) use Moata and the Moata Services for lawful purposes only, in a manner which is consistent with all applicable laws and regulations, and in accordance with all policies,

procedures and instructions notified by us to you or otherwise placed on Moata from time to time;

- (b) not interfere or attempt to interfere with the functionality or proper working of Moata or the Moata Products or take any action that imposes an unreasonable, or disproportionately large, load on the infrastructure and/or applications that support and run Moata or the Moata Products;
- (c) except as expressly permitted by the Contract, not copy, (sub)licence, sell, distribute, reproduce, duplicate, republish all or any part of Moata or the Moata Products or transfer, transmit, forward or make available Moata or any of the Moata Products to any person who is not allowed to access and use the same under the Contract;
- (d) not: (i) modify or adapt all or any part of Moata or the Moata Products; or (ii) de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of Moata or the Moata Products;
- (e) not access or use all or any part of Moata or the Moata Services in order to create or make available a product or service that is the same as, or similar to, or that competes with, Moata or the Moata Services;
- (f) not attempt to obtain, or assist any third party in obtaining, access to Moata or the Moata Products other than as expressly permitted under the Contract;
- (g) not import or transfer to Moata or any of the Moata Products or use any of the Moata Services to publish, post, disseminate or distribute, either directly or indirectly: (i) any inaccurate, misleading, defamatory, obscene, pornographic, abusive, offensive or unlawful material; (ii) any material that is in breach of any intellectual property or other right of a third party; (iii) any material that facilitates any illegal activity or causes damage or injury to any person or property; or (iv) software or other material that is damaging to Moata or any Moata Product or that could or is designed to harm people's computers, software or web sites, including any viruses, malware or other malicious devices. We may disable your access to, and remove and delete, any material that we consider breaches this Clause 8.1(g) or any other provision of the Contract;
- (h) use suitable computers, computer systems and/or mobile devices to access and use Moata and the Moata Services. We are not responsible for any telecommunications costs that you or your Users incur in connection with the same; and
- (i) have suitable protection for the computers and technology systems used to access and use Moata and the Moata Services, including suitable protection against viruses, malware and malicious devices. We are not responsible for any virus, malware and/or malicious device that affects such computers and technology systems or data as a result of the provision or use of Moata or the Moata Services or the provision or downloading of any materials from Moata or the Moata Services.

8.2 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, Moata and the Moata Products and, in the event of any such unauthorised access or use, promptly notify us of the same.

8.3 You acknowledge that your, and your Users', access to and use of Moata and the Moata Services may be subject to additional terms and conditions, as notified by us to you from time to time. You shall (and you shall ensure your Users shall) comply with any such terms and conditions. An example of where we may stipulate additional terms and conditions is where, in respect of a Contract, we make available third party software tools,

solutions or components (**Third Party Components**), the use of which is subject to additional terms and conditions that we need to pass on to you.

8.4 You agree to: (i) obtain all necessary licences, permissions and consents required for us to perform the Moata Services; (ii) cooperate fully with us and provide all assistance and information reasonably required by us to provide the Moata Services; and (iii) ensure we have access to appropriate personnel to discuss and/or escalate any issues that may arise in connection with the Moata Services and you agree to provide us with the contact details of such personnel on or promptly following the Contract Date.

8.5 In respect of a Contract, you are: (i) responsible for ensuring your Users comply with the provisions of the Contract; and (ii) responsible and liable to us for all the acts and omissions of such persons. In particular, you are responsible for all consequences arising from the use or misuse of any Authorised User credentials. Any usage of Moata or any of the Moata Products from an Authorised User's account shall be deemed to have originated from you.

8.6 We rely on the information you provide to us, particularly the information you provide as part of the subscription process. You must keep us informed of any changes to this information and ensure it is accurate and kept up to date.

9 Basis on which Moata Services are provided

9.1 Our aim is to make Moata and the Moata Products available for use at all times. However, you acknowledge and agree that: (i) nothing in the Terms or any Contract guarantees that Moata or the Moata Products will be uninterrupted or error free; and (ii) there will be times when Moata and/or some or all of the Moata Products are unavailable. Such unavailability may be planned (for example, if we are conducting planned maintenance or upgrades) or unplanned (for example, if there is a hardware or software failure resulting in service outage).

9.2 Where possible, we will try to give you as much notice of any planned unavailability as possible and we will try to keep any disruption resulting from such unavailability to a minimum.

9.3 You acknowledge and accept that you and your Users will be unable to access and use Moata and the Moata Products when they are unavailable. Whilst we will try to keep such unavailability to a minimum, we do not accept any liability for any loss or damage that you and/or your Users suffer as a result of Moata and/or any of the Moata Products being unavailable.

9.4 We may add to or change Moata and/or any of the Moata Products at any time without notice or explanation and without incurring any liability to you or any of your Users, provided that any changes that we make will, subject to Clause 9.5, not lead to a material degradation in the scope or content of any of the Moata Products.

9.5 Notwithstanding any other provision of a Contract, we may at any time and without liability to you remove from the scope of the Moata Products your access to and use of any Third Party Component where the relevant third party licensor requires the removal of the Third Party Component, or our right to make the Third Party Component available through the Moata Services, is terminated, suspended or otherwise restricted.

9.6 Whilst we take pride and care in the provision of the Moata Services, Moata and the Moata Services (including any Outputs) are supplied on a strictly "as is" and "as available" basis. The Services, including any Outputs, should never be relied on as any form of guidance, advice or instruction.

9.7 You acknowledge and agree (and you shall make sure that your Users understand) that:

- (a) nothing in the Moata Services or any Outputs shall constitute, or be construed as constituting, advice or guidance, or an instruction, inducement, offer,

recommendation or solicitation, as applicable, to do or refrain from doing any act or thing;

- (b) the Moata Services (including any Outputs) are for general information purposes only and you and your Users are solely responsible for all decisions, acts and omissions that are made or undertaken that take account of, or that are based or rely on, the Moata Services (including any Outputs); and

- (c) where the Moata Services (including any Outputs) refer to historic or prevailing trends or performance, or to future projections, forecasts, estimates or predictions (including forward looking statements), no representation, warranty, assurance or undertaking is given by us: (i) that those historic or prevailing trends or performance will in any way guarantee or predict future results; or (ii) as to the probability, reliability, achievement or reasonableness of those future projections, forecasts, estimates or predictions (including forward looking statements).

9.8 To the maximum extent permitted by applicable law, we shall not be liable to you:

- (a) for any inaccuracies, errors and/or omissions contained in the Moata Services (including any Outputs);

- (b) for any loss or damage suffered by you and/or any third party in respect of any reliance that you and/or any third party places on any of the Moata Services (including any Outputs); and

- (c) in respect of any part of the Moata Services (including any Outputs) that is sourced or derived from publicly available data sources, including public registers and other published information,

and, to the maximum extent permitted by applicable law, we exclude all warranties, conditions and representations, express or implied in this regard and in respect of the adequacy, accuracy, completeness or reasonableness of the Moata Services (including Outputs).

10 Charges

10.1 The charging, invoicing and payment arrangements for each Moata Product shall, unless you and we agree differently in writing (in the Order Form or otherwise), be as set out in this Clause 10. In particular, and except as expressly set out otherwise in the Order Form for a Contract, the Charges payable for each Moata Product shall:

- (a) in respect of the Initial Subscription Period, be as set out in the Order Form. Usually, you will be required to pay a deployment fee in respect of the deployment of the Moata Product, followed by a subscription fee; and

- (b) in respect of any Renewal Period, be our standard list price charges for the Moata Product that are in force (or that will be in force) as at the start of the Renewal Period, as determined by us and communicated to you in advance of the start of the Renewal Period. The Charges for a Moata Product may increase on renewal.

10.2 The charging, invoicing and payment arrangements for each set of Moata Consultancy Services shall, unless you and we agree differently in writing (in the Order Form or otherwise), be as set out in this Clause 10. In particular, the Charges payable for each set of Moata Consultancy Services during the relevant Consultancy Services Period shall be as set out in the Order Form. Where you and we agree in writing that Moata consultancy services are provided pursuant to a separate, existing agreement between you and us, charging and invoicing for such Moata consultancy services shall be as set out in that existing agreement.

10.3 In respect of each Contract, unless you and we agree differently in writing (in the Order Form or otherwise):

- (a) the payment arrangements for Charges shall be set out in the Order Form;
- (b) the Charges are stated exclusive of value added and other sales taxes, which shall be added at the prevailing rates as applicable and paid by you;
- (c) all Charges shall be non-cancellable and non-refundable;
- (d) you shall pay each invoice submitted by us for the Charges within 30 days of the date of the invoice. You will make all payments due to us by electronic transfer, without any deduction, whether by way of set-off, counterclaim, discount, abatement or otherwise, save only as may be required by applicable law;
- (e) you shall ensure that, in respect of each sum payable to us, we receive in cleared funds a sum equal to the total amount payable to us. In particular, it is your responsibility to pay any bank charges applied by your bank in respect of the payment and to ensure that the amount paid into our account (net of bank charges) is equal to the total amount payable; and
- (f) if any Charges are not paid by the payment due date, we may (without prejudice to our other rights and without liability to you): (i) suspend provision of the Moata Services (including by preventing your Authorised Users from accessing and using the Moata Products) from the due date until the date that all outstanding Charges are paid in full; (ii) charge interest on the unpaid sum at an annual rate of 4% above the base lending rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after any judgment; and/or (iii) terminate the Contract with immediate effect by giving prior written notice of such termination to you, provided that we have given prior written notice to you of the non-payment and the unpaid amount has not been received by the end of the 10th clear Business Day following the date of such notice.

11 Customer Data

- 11.1 In respect of a Contract, we may access and use (and allow others, including our service providers and other members of the Mott MacDonald Group, to access and use) the Customer Data:
- (a) for the purpose of performing our obligations and exercising our rights under the Contract; and
 - (b) for the purpose of developing and/or enhancing the products, services and solutions that members of the Mott MacDonald Group make available from time to time. This includes using the Customer Data to train the artificial intelligence and machine learning applications and algorithms that we are developing or that underpin our products, services and solutions from time to time. Where Mott MacDonald uses Customer Data for this purpose, it will not share the Customer Data with any other Mott MacDonald customer.
- 11.2 Ordinarily, we will not share the Customer Data with any other of the Mott MacDonald Group's other Moata customers. However, from time to time you and we may agree in writing that we may do this (for example, for the purposes of providing industry carbon baseline reports), either in the Order Form for the relevant Contract or otherwise. Any such agreement shall be recorded by you and us in writing. In such circumstances, and unless you and we agree otherwise as part of the written agreement on such matters, you agree that we, and the other members of the Mott MacDonald Group, may disclose and share the agreed part of the Customer Data with the Mott MacDonald Group's other Moata customers through Moata and the Moata products, services and solutions that we make available from time to time on an anonymised basis during the term of your Contract and thereafter.

11.3 You shall, in respect of a Contract, ensure that:

- (a) the Customer Data: (i) is not inaccurate, misleading, defamatory, obscene, abusive, racist or offensive; (ii) does not breach any intellectual property, privacy or other right(s) of any third party; or (iii) does not damage (or affect the performance of) Moata, the Moata Products and/or any of the software or solutions that we use to make available Moata or the Moata Products;
- (b) your and your Users' access to and use of the Customer Data through and in connection with Moata and the Moata Products complies with all applicable laws and regulations. You are responsible for the accuracy, quality and legality of all Customer Data, including any Personal Information forming part of the Customer Data;
- (c) you and your Users have the right to make the Customer Data available to us to store, use and process in accordance with the terms and conditions of the Contract (and, in particular, this Clause 11);
- (d) unless otherwise agreed by us in writing (which may be by email), the Customer Data does not include any Personal Information: (i) revealing racial or ethnic origin; (ii) revealing political opinions; (iii) revealing religious or philosophical beliefs; (iv) revealing trade union membership; (v) revealing genetic data; (vi) revealing biometric data; (vii) concerning health matters; (viii) concerning a person's sex life; (ix) concerning a person's sexual orientation; (x) concerning a person's criminal offences or convictions; or (xi) concerning persons under the age of 18. If you wish to use Customer Data including any such Personal Information, please speak with us; and
- (e) the storage, use and processing by us of the Customer Data under a Contract in accordance with the provisions of the Contract (and, in particular, this Clause 11) does not infringe the rights, including intellectual property rights, of any third party.

12 Confidential Information

- 12.1 Each Party agrees to keep the Confidential Information of the other Party confidential and not to disclose it to any other person, except as expressly permitted by this Clause 12 or with the prior written permission of the other Party.
- 12.2 Clause 12.1 shall not apply to any information which: (i) is or becomes public knowledge other than by breach of this Clause 12; (ii) is already in a Party's possession without restriction in relation to disclosure before the date of its receipt; or (iii) is received from a third party (who, for the avoidance of doubt, is not an Affiliate of the receiving Party) who lawfully acquired or developed it and who is under no obligation restricting its disclosure.
- 12.3 Subject to Clause 12.5, a Party may disclose Confidential Information in relation to the other Party:
- (a) to those of its officers, employees, professional advisers, Affiliates, agents or sub-contractors as may be reasonably necessary for the purpose of fulfilling its obligations under a Contract or, in the case of professional advisors, for use in their professional capacity, provided that before any such disclosure that Party shall make such officers, employees, professional advisers, Affiliates, or agents or sub-contractors aware of its obligations of confidentiality under the Contract and shall at all times procure compliance by those persons with them; or
 - (b) where such disclosure is required by any law, court order or competent regulatory authority, provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 12.3, it takes into account

the reasonable requests of the other Party in relation to the content of such disclosure.

- 12.4 We may access, use and disclose your Customer Data subject to and in accordance with the provisions of Clause 11.1 and any agreement reached between us from time to time subject to and in accordance with Clause 11.2.
- 12.5 Notwithstanding Clause 12.3(a), you shall (subject to Clause 12.3(b)) only be permitted to use and disclose the Moata Services, which are our Confidential Information, on the basis and to the persons expressly permitted by Clauses 4.2 and 4.5.
- 12.6 Our Confidential Information includes the Moata Services and the results of any performance tests in respect of the Moata Services. Your Confidential Information includes the Customer Data.
- 12.7 Neither you nor we shall make, or permit any person to make, any public announcement concerning a Contract without the prior written consent of the other (such consent not to be unreasonably withheld or delayed), except as may be required by applicable law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

13 Data protection

The Data Protection Terms set out certain provisions relating to the protection and use of Personal Information under a Contract. You and we shall comply with the Data Protection Terms.

14 Intellectual property rights

- 14.1 Each Party acknowledges that, except as expressly provided in a Contract, it does not by virtue of the Contract obtain any rights to use, or any other rights in or to, any intellectual property rights of the other Party.
- 14.2 You acknowledge and agree that, in respect of a Contract:
- (a) Moata and the Moata Products are proprietary to us or our third party licensors and all rights, title and interests in and to Moata and/or the Moata Products (together with any documentation that we make available to you in connection with the same), including any intellectual property rights, are and shall remain our (or our third party licensors') exclusive property;
 - (b) except as otherwise set out in the Contract, neither you nor any User will acquire any rights in or to Moata or any Moata Product; and
 - (c) but for the Contract, neither you nor any of your Users would have any rights to access or use Moata or the Moata Products.
- 14.3 In respect of a Contract, and subject to Clause 14.5, we:
- (a) confirm that we have the right to perform the Moata Services and that your use of the Moata Services in accordance with the Contract will not infringe any intellectual property rights of a third party; and
 - (b) will indemnify you against all costs, damages, losses and expenses (including reasonable legal costs) suffered or incurred by you arising directly as a result of any claim made or threatened that alleges that your use or receipt of the Moata Services infringes the intellectual property rights of a third party (**Infringement Claim**). This indemnity is your sole and exclusive remedy for any breach of Clause 14.3(a) and any claim made or threatened that falls within the scope of the indemnity.
- 14.4 You will allow us to: (i) conduct all negotiations and proceedings with respect to any Infringement Claim; and (ii) settle any Infringement Claim. You will also provide us, at your own cost, with such information and assistance regarding any Infringement Claim as we may require from time to time.
- 14.5 We shall not, in respect of a Contract, be in breach of Clause 14.3(a), and we shall not have any obligation to indemnify you

pursuant to Clause 14.3(b), to the extent that the (alleged) breach of Clause 14.3(a) and/or Infringement Claim arises as a consequence of:

- (a) any modification of any of the Moata Services other than by or on behalf of us;
 - (b) any compliance by us with your specifications or instructions where the (alleged) infringement could not have been avoided while complying with such specifications or instructions;
 - (c) any of the Customer Data, including our receipt and use of the same;
 - (d) your, and/or your Users' access to or use of any Partner Solutions or Third Party Component(s); and/or
 - (e) any other matters or circumstances that are expressly stated in the Product Specific Terms that apply to the Moata Services as not constituting a breach of Clause 14.3(a) or falling outside of the indemnity in Clause 14.3(b).
- 14.6 You shall indemnify us against all costs, damages, losses and expenses suffered or incurred by us arising out of or in connection with any claim made or threatened alleging that the Customer Data, or the use or receipt of the same by us, in accordance with a Contract constitutes an infringement or other violation of any rights (including any intellectual property rights) of a third party.

15 Suspension

Where, in respect of a Contract, you are in breach of any one or more of Clauses 4.2, 4.5, 4.6, 4.8, 8 and/or 11.3, we may, without prejudice to any other rights that we may have under the Contract or otherwise in law or equity, at our sole discretion and with immediate effect, suspend the provision of any one or more of the Moata Services until such time as we are satisfied that you have remedied the breach and we are able to recommence the provision the suspended Services.

16 Feedback

If you, or any of your Users, provide us with any ideas, suggestions, feedback or recommendations – for example, to develop or improve Moata or any of the Moata Services – you agree (and you will make sure that your Users agree) that we may use the same without charge and without the need to inform, or obtain the consent of, you or your Users.

17 Audit

We may at any time carry out remote audits of your, and your Users', use of Moata and the Moata Products under a Contract to identify the persons who are using the same and make sure you are complying with the Contract. Without prejudice to any of our other rights, if an audit reveals that:

- (a) a User Subscription has been used by someone who is not an Authorised User or who has not been assigned to the User Subscription, then we may disable the account associated with the User Subscription; and
- (b) you have underpaid any Charges, then you shall pay us an amount equal to the underpayment calculated in accordance with the prices set out in the Order Form within 10 Business Days of our notification of the same; and/or
- (c) you have breached the Contract, then you will pay all our costs of undertaking the audit within 10 Business Days of our notification of the same.

18 Liability

- 18.1 Nothing in the Terms or a Contract shall exclude or limit a Party's liability for: (i) death or personal injury caused by that Party's negligence or the negligence of its directors, officers, employees or subcontractors; (ii) fraud or fraudulent misrepresentation by that Party or its directors, officers,

- employees or subcontractors; or (iii) any other liability that cannot be limited or excluded by law.
- 18.2 The warranties, conditions and terms set out in the Terms and a Contract are in lieu of all other conditions, warranties or terms which might, but for this Clause 18.2, be implied or incorporated into any dealings between you and us in respect of the Moata Services by statute, common law or otherwise, all of which are excluded to the extent permitted by applicable law.
- 18.3 Subject to Clause 18.1, each Party excludes all liability for indirect or consequential loss or damage arising out of or in connection with any Contract.
- 18.4 Subject to Clause 18.1, we shall not have any liability to you:
- (a) for any loss, corruption or damage, or any wrongful disclosure (including disclosure in breach of any obligations of confidentiality), where such loss, corruption, damage or wrongful disclosure is caused or initiated by any of your Users through their use or misuse of Moata or any of the Moata Services; or
 - (b) for any failure to comply, or delay in complying, with our obligations under a Contract to the extent that such failure or delay is due (directly or indirectly) to a failure by you to comply, or a delay by you in complying, with your obligations under the Contract.
- 18.5 Subject to Clause 18.1, we exclude all liability for loss of profits, loss of production, loss of business, loss of contracts, loss of opportunity, loss of revenue, loss of anticipated savings, loss of technology, wasted management time, (subject to Clause 18.7) loss of or damage to data, and/or loss of or damage to goodwill or reputation, in each case arising out of or in connection with the Terms or a Contract.
- 18.6 Subject to Clause 18.1, our total aggregate liability under or in connection with a Contract (whether such liability arises under any statute or in contract, tort (including negligence) or otherwise) that arises as a result of any and all acts, omissions, events, circumstances or other matters:
- (a) that occur during each Contract Year, shall be limited to the greater of: (i) an amount in pounds sterling equal to the Charges actually paid by you to us under the Contract in respect of that Contract Year; and (ii) £5,000; and
 - (b) that occur at any time after the date of termination of the Contract, shall be limited to the greater of: (i) an amount in pounds sterling equal to the Charges actually paid by you to us under the Contract in respect of the final Contract Year; and (ii) £5,000.
- 18.7 Subject to Clauses 18.1 and 18.4, in the circumstances where we have caused any loss of or damage to any Customer Data under a Contract, your sole and exclusive remedy for such loss or damage shall be for us to use our reasonable endeavours to try to recover and restore such data, provided that we shall cease to be obliged to do this where the costs we incur in doing this exceed any remaining balance of the limit of liability set out in Clause 18.6.
- 18.8 You shall indemnify us against all claims, demands, actions, costs, damages, losses and expenses (including legal costs and disbursements on a solicitor and client basis) suffered or incurred by us or any other member of the Mott MacDonald Group arising out of, or in connection with, your and your Users' access to and/or use of Moata and the Moata Services (including with respect to any third party claims threatened, alleged or brought against us arising out of, or in connection with, such access to and/or use of Moata and the Moata Services) under a Contract, except to the extent that such claims, demands, actions, costs, damages, losses or expenses are as a direct result of any breach by us of the Contract.
- 18.9 If any provision contained in this Clause 18 is held to be invalid it shall be deemed to be omitted, but if either Party thereby becomes liable for loss or damage which would otherwise have been excluded or limited, such liability shall be subject to the remaining provisions set out in this Clause 18.
- 19 Term and termination**
- 19.1 A Contract will start on the Contract Date and remain in full force and effect until it is terminated in accordance with the terms and conditions of the Contract or otherwise in law or equity.
- 19.2 A Contract shall automatically terminate upon the first date upon which each and every Moata Service under the Contract has terminated or expired in accordance with the terms and conditions of the Contract.
- 19.3 Either Party may terminate a Contract with immediate effect by giving written notice of such termination to the other Party at any time on or after the occurrence of any of the following events:
- (a) the other Party commits a material breach of any of the terms of the Contract and either that breach is not capable of remedy or, if the breach is capable of remedy, the other Party fails to remedy that breach within 30 days of being notified of the breach by the terminating Party; or
 - (b) a receiver, liquidator or administrator is appointed for the other Party or the other Party passes a resolution for the appointment of a liquidator (other than (in any such case) a voluntary winding-up of a solvent company for the purposes of amalgamation or reconstruction); an order is made for the appointment of an administrator to manage the affairs, business and property of the other Party or notice of intention to appoint an administrator is given by the other Party or its directors or by a qualifying floating charge holder; any substantial part of the assets of the other Party is the object of attachment, sequestration or other type of comparable proceeding; the other Party is unable or admits in writing its inability to pay its debts as they fall due; or the other Party suffers or takes any similar or analogous action in any jurisdiction in consequence of debt.
- 19.4 We may terminate a Contract with immediate effect by giving prior written notice of such termination to you at any time on or after you breach any one or more of Clauses 4.2, 4.5, 4.6, 4.8, 8 and/or 11.3.
- 20 Consequences of termination**
- 20.1 The termination of a Contract shall not prejudice or affect any right of action or remedy which has accrued prior to such termination.
- 20.2 On termination of a Contract:
- (a) notwithstanding any other provision of the Contract, the Subscription Period for each Moata Product, and the provision of all Moata Consultancy Services, shall automatically end on the Contract termination date;
 - (b) we will cease to provide the Moata Services to you and, except as expressly set out otherwise in the Contract, neither you nor any of your Users will be allowed (and you and your Users must cease) to access and use all Moata Services;
 - (c) each Party shall return to the other Party all property belonging to the other Party then in its possession, including all Confidential Information of the other Party.
- 20.3 Clauses 2, 3.2, 3.3, 5.1, 7.4, 8.3, 9.6, 9.7, 9.8, 10, 11, 12, 13, 14.1, 14.2, 14.5, 16, 17, 18, 20 and 22 of these General Terms, together with any provisions of any of the Product Specific Terms, Moata Consultancy Terms, Data Protection Terms and Local Contract Terms that are stated to survive termination or expiry of your subscription or a Contract, shall survive termination or expiry of your subscription or services and/or the relevant Contract and shall continue to apply, as shall any other

provision which by its nature is intended to survive termination or expiry of your subscription and the relevant Contract.

21 Sanctions and compliance

21.1 Neither you, nor any of your Affiliates, Subcontractors or Authorised Users, shall during the term of a Contract: **(i)** be a Restricted Person; **(ii)** be Controlled by, or Control, a Restricted Person; or **(iii)** act on behalf, or for the benefit, of a Restricted Person. Neither you, nor any of your Affiliates, Subcontractors or Authorised Users, shall during the term of a Contract: **(i)** be located within a Sanctioned Country; or **(ii)** use the Moata Services in a manner or for a purpose prohibited by Sanctions or in respect of business in a Sanctioned Country. You shall during the term of a Contract comply with all Sanctions.

21.2 Each Party shall: **(i)** comply with all laws relating to anti-bribery, anti-corruption and modern slavery; and **(ii)** have and will maintain in place throughout the Contract term adequate policies and procedures to help ensure its, and its associated persons', compliance with such laws and will enforce them where appropriate.

22 General

22.1 Save in respect of a Party's payment obligations under a Contract, which shall apply at all times, neither Party shall be liable to the other Party for any delay or non-performance of its obligations under the Terms or a Contract arising from any cause beyond its reasonable control including strikes or labour disputes, lock-outs, acts of God, war, terrorist attack, riot, civil commotion, malicious damage, compliance with any law, governmental order, rule, regulation or direction or any action taken by a government or public authority (including imposing an export or import restriction, quota or prohibition), nuclear, chemical or biological contamination, sonic boom, pandemic, epidemic, breakdown of or error or non-performance of plant, machinery, utility service, technology or communications networks, fire, explosion, collapse of buildings, flood or storm.

22.2 Nothing in the Terms or any Contract shall create any rights for third parties.

22.3 You shall not without our prior written consent assign, transfer, sub-contract or sub-licence all or any part of your rights, benefits or obligations under the Terms or a Contract to any third party. We may assign or transfer all or any part of our rights or benefits under the Terms and/or a Contract to a third party.

22.4 Any failure or neglect by you or us to enforce at any time any provision contained within the Terms or a Contract shall not be construed nor deemed to be a waiver of its rights under the Terms or the Contract, nor shall it in any way affect the validity of the whole or any part of the Terms or Contract nor prejudice your or our rights to take subsequent action.

22.5 If any provision of the Terms or a Contract is held for any reason to be void, voidable or unenforceable this shall not affect the validity or the enforceability of any other provision of the Terms or Contract or the remainder of the Terms or Contract as a whole.

22.6 No Contract shall be amended, modified, varied or supplemented except in writing signed by duly authorised representatives of the Parties.

22.7 Subject to the Data Protection Terms, we may use third party subcontractors and service providers (including cloud services providers and other members of the Mott MacDonald Group) to carry out any or all of its obligations under a Contract. We may, subject to Clause 12, provide any information provided to us under or in connection with the Contract to any such subcontractor or service provider. We will in all cases act as principal in respect of the Contract and remain responsible for the acts and omissions of our subcontractors and service providers as if they were our own.

22.8 All notices required by the Terms and any Contract shall be in writing and sent to the relevant Party at the email address set out in the Order Form, or such other addresses as may be notified by the relevant Party to the other Party under this Clause 22.8, by email. Any such notice shall be deemed to have been received upon arrival of the complete and uncorrupted email message on the recipient's server or email service.

22.9 The Terms and any Contract and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

22.10 You and we irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with: **(i)** any of the Terms and their subject matter (including non-contractual disputes or claims); and/or **(ii)** any Contract and its subject matter or formation (including non-contractual disputes or claims).

22.11 All Contracts are concluded in English. You should make a durable copy of each of the Terms that form part of each Contract as at the Contract Date by printing or saving a downloaded copy.

22.12 To contact us, please use our contact details set out in the Order Form or our website.

22.13 Whilst we may file a copy of each Contract for our own benefit, we are not obliged to do so. Neither are we obliged to make a copy of any Contract between you and us available/accessible to you. You should print off a copy of each of the documents that form part of a Contract or save them to your computer for future reference. All our Contracts are concluded in the English language.

22.14 If there is any conflict or ambiguity in the provisions of a Contract then the following order of decreasing precedence will apply: **(i)** the provisions of the Order Form; **(ii)** the provisions of the Local Contract Terms; **(iii)** the provisions of the Data Protection Terms; **(iv)** the provisions of the Product Specific Terms for each of the Moata Products; **(v)** where applicable, the provisions of the Moata Consultancy Terms; **(vi)** the provisions of these General Terms; and **(vii)** the provisions of any other documents referred to in the Contract.

22.15 In the Terms: **(i)** a reference to a statute or statutory provision is a reference to that statute or statutory provision and to all orders, regulations, instruments or other subordinate legislation made under the relevant statute; **(ii)** any reference to a statute, statutory provision, subordinate legislation, code or guideline (legislation) is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation; **(iii)** any phrase introduced by the terms including, include, in particular, for example, such as or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and **(iv)** any reference to **persons**, includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists).