

Local Contract Terms for Moata

1 Introduction

- 1.1 These are our Local Contract Terms for Moata and should be read in conjunction with our General Terms. Whilst our General Terms, Product Specific Terms, Moata Consultancy Terms and Data Protection Terms set out the terms and conditions that ordinarily apply in respect of Moata and the Moata Services, local laws and regulations around the world may vary and our operations in some countries/states may mean that we are subject to different, or additional, local rules or requirements.
- 1.2 These Local Contract Terms set out the terms and conditions that apply in addition to, or in replacement of, certain of the terms and conditions set out in our General Terms, Product Specific Terms, Moata Consultancy Terms and Data Protection Terms by virtue of the country/state where we are located and the nature of our operations in that country/state.
- 1.3 If any of the country/state specific terms and conditions are relevant to you because of the way in which you engage with us and there is a conflict between those terms and conditions and our General Terms, Product Specific Terms, Moata Consultancy Terms and Data Protection Terms, then the country/state specific terms and conditions will take precedence.
- 1.4 These Local Contract Terms shall automatically apply to and form part of a Contract and shall survive the termination or expiry of any of your subscriptions for Moata Products and/or Moata Consultancy Services or the relevant Contract.
- 1.5 Words and expressions defined in these Local Contract Terms have the meanings given to them in these terms and conditions. Other words and expressions defined in our General Terms and Data Protection Terms have the same meaning in these Local Contract Terms.

2 Canada

- 2.1 Where, in respect of a Contract, we are Mott MacDonald Canada Limited (as set out in the Order Form for the Contract), we are established in Canada and the following terms and conditions shall apply in addition to, or in replacement of, certain of the Terms.
- 2.2 Additional or different terms and conditions for Canada:

- a) Clause 8.7 shall be added to the General Terms:
"You shall not, and you shall not permit, any third parties to, export, re-export or release, directly or indirectly any portion of the Services (including software or data) to any country or jurisdiction to which the export, re-export or release of any such portion of the Services (including software or data) (a) is prohibited by applicable Law or (b) without first completing all required undertakings (including obtaining any necessary export license or other governmental approval), and you shall otherwise comply with all applicable import/export laws, rules and regulations."
- b) Clause 10.3(f)(ii) shall be deleted and replaced with the following:
"charge interest on the unpaid sum at a rate equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law"
- c) Notwithstanding anything to the contrary in Clause 18 of the General Terms: TO THE FULLEST EXTENT PERMITTED BY LAW: WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, ORAL, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING BY VIRTUE OF CUSTOM OF TRADE OR COURSE OF DEALING. WE DO NOT

REPRESENT OR WARRANT THAT THE PRODUCTS WILL MEET ANY REQUIREMENTS OR THAT THEY ARE SUITABLE FOR PARTICULAR NEEDS OR THAT THE DATA OR RESULTS ARE CORRECT, ACCURATE, TIMELY, COMPLETE, OR RELIABLE. CERTAIN DATA MAY INCLUDE INFORMATION FROM SOURCES BEYOND OUR REASONABLE CONTROL, AND ERRORS, GAPS, AND INACCURACIES MAY EXIST. THE SERVICES AND DOCUMENTATION ARE PROVIDED ON AN "AS IS WITH ALL FAULTS," AND "AS AVAILABLE" BASIS. SUPPLIER DOES NOT WARRANT THAT THE SERVICES OR DOCUMENTATION WILL BE FREE FROM ERROR, DEFECT, VIRUS, INCOMPLETENESS, OR INTERRUPTION. YOU ASSUME ALL RISK OF ERRORS, OMISSIONS, INCOMPLETENESS OR INTERRUPTION IN THE SERVICES AND DOCUMENTATION. YOU ALSO ACKNOWLEDGE THAT THE SERVICES ARE A SUPPLEMENT TO, AND NOT A SUBSTITUTE FOR, THE KNOWLEDGE, EXPERTISE, SKILL, AND JUDGMENT OF PROFESSIONALS.

- d) Our aggregate liability discussed at Clause 18 of the General Terms and Conditions shall be interpreted as Canadian Dollars instead of pounds sterling.
- e) As regards any indemnity obligations owed by you to us, to the fullest extent permitted by law, each such indemnity obligation shall expressly include an obligation to provide a defense against any attendant or related allegations or claims.
- f) Clause 22.9 shall be replaced with the following:
"This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the Province of British Colombia, excluding its conflict of laws principles."
- g) Clause 22.10 shall be replaced with the following:
"The parties hereby (a) agree that the provincial or federal courts located in British Colombia shall have exclusive jurisdiction over the actions arising out of or related to or in connection with the Agreement and the subject matter of the Agreement, whether in contract, tort, or any other form of action ("Action"); (b) agree to initiate any such Action against the other party only in such courts; (c) agree that they shall not raise any defense to the lawful jurisdiction of such courts; and (d) agree that they shall not attempt the removal of any Action to any other court or the courts of any other country."
- h) To the fullest extent permitted by law, the Parties each waive their respective rights to a trial by jury

3 United Kingdom

- 3.1 Where, in respect of a Contract, we are Mott MacDonald Limited (as set out in the Order Form for the Contract), we are established in the United Kingdom and the following terms and conditions shall apply in addition to, or in replacement of, certain of the Terms.
- 3.2 Additional or different terms and conditions for the United Kingdom:
 - a) The definition of Data Protection Laws set out in the Data Protection Terms shall include, in respect of us, the GDPR as it forms part of the laws of the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018UK GDPR and the Data Protection Act 2018. For these purposes, the GDPR means the General Data Protection Regulation (EU) 2016/679 of the European Parliament.

4 United States of America

- 4.1 Where, in respect of a Contract, we are Mott MacDonald, LLC (as set out in the Order Form for the Contract), we are a limited liability company established in the State of Delaware, United States of America and the following terms and conditions shall apply in addition to, or in replacement of, certain of the Terms.
- 4.2 Additional or different terms and conditions for the United States of America:
- a) Clause 8.7 shall be added to the General Terms:
"You shall not, and you shall not permit, any third parties to, export, re-export or release, directly or indirectly any portion of the Services (including software or data) to any country or jurisdiction to which the export, re-export or release of any such portion of the Services (including software or data) (a) is prohibited by applicable Law or (b) without first completing all required undertakings (including obtaining any necessary export license or other governmental approval), and you shall otherwise comply with all applicable import/export laws, rules and regulations."
 - b) Clause 10.3(f)(ii) shall be deleted and replaced with the following:
"charge interest on the unpaid sum at a rate equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law"
 - c) Notwithstanding anything to the contrary in Clause 18 of the General Terms: TO THE FULLEST EXTENT PERMITTED BY LAW: WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, ORAL, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING BY VIRTUE OF CUSTOM OF TRADE OR COURSE OF DEALING. WE DO NOT REPRESENT OR WARRANT THAT THE PRODUCTS WILL MEET ANY REQUIREMENTS OR THAT THEY ARE SUITABLE FOR PARTICULAR NEEDS OR THAT THE DATA OR RESULTS ARE CORRECT, ACCURATE, TIMELY, COMPLETE, OR RELIABLE. CERTAIN DATA MAY INCLUDE INFORMATION FROM SOURCES BEYOND OUR REASONABLE CONTROL, AND ERRORS, GAPS, AND INACCURACIES MAY EXIST. THE SERVICES AND DOCUMENTATION ARE PROVIDED ON AN "AS IS WITH ALL FAULTS," AND "AS AVAILABLE" BASIS. SUPPLIER DOES NOT WARRANT THAT THE SERVICES OR DOCUMENTATION WILL BE FREE FROM ERROR, DEFECT, VIRUS, INCOMPLETENESS, OR INTERRUPTION. YOU ASSUME ALL RISK OF ERRORS, OMISSIONS, INCOMPLETENESS OR INTERRUPTION IN THE SERVICES AND DOCUMENTATION. YOU ALSO ACKNOWLEDGE THAT THE SERVICES ARE A SUPPLEMENT TO, AND NOT A SUBSTITUTE FOR, THE KNOWLEDGE, EXPERTISE, SKILL, AND JUDGMENT OF PROFESSIONALS.
 - d) Our aggregate liability discussed at Clause 18 of the General Terms and Conditions shall be interpreted as U.S. Dollars instead of pounds sterling.
 - e) As regards any indemnity obligations owed by you to us, to the fullest extent permitted by law, each such indemnity obligation shall expressly include an obligation to provide a defense against any attendant or related allegations or claims.
 - f) Clause 22.9 shall be replaced with the following:
"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 the laws of the State of New Jersey without regard to choice of laws rules."
 - g) Clause 22.10 shall be replaced with the following:

"The parties hereby (a) agree that the U.S. District Court for New Jersey or if such court does not have subject matter jurisdiction, the appropriate state or superior court sitting in New Jersey, shall have exclusive jurisdiction over the actions arising out of or related to or in connection with the Agreement and the subject matter of the Agreement, whether in contract, tort, or any other form of action ("Action"); (b) agree to initiate any such Action against the other party only in such courts; (c) agree that they shall not raise any defense to the lawful jurisdiction of such courts; and (d) agree that they shall not attempt the removal of any Action to any other court, whether local, state or federal courts of the United States or the courts of any other country."

- h) To the fullest extent permitted by law, the Parties each waive their respective rights to a trial by jury.