

Product Specific Terms for Moata Carbon Portal

1 Introduction

- 1.1 These are our Product Specific Terms for Moata Carbon Portal and should be read in conjunction with our General Terms. They set out the terms and conditions that apply specifically in respect of Moata Carbon Portal. These Product Specific Terms only apply to you, and shall only form part of a Contract between you and us, where you have subscribed to Moata Carbon Portal under the Contract.
- 1.2 Words and expressions defined in these Moata Carbon Portal Product Specific 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 Moata Carbon Portal Product Specific Terms.

2 Moata Carbon Portal

- 2.1 Our **Moata Carbon Portal** product is a digital solution with PAS 2080 certification that helps you to identify and calculate carbon dioxide emissions on your infrastructure projects. A summary of key features is available on our website at <https://www.mottmac.com/digital/moata-carbon-portal-learn-more>.
- 2.2 If you have subscribed to Moata Carbon Portal under a Contract, the key details relating to your Moata Carbon Portal subscription, including the Moata Carbon Portal subscription package you have selected, will be set out in the Order Form.

3 Using Moata Carbon Portal

- 3.1 In respect of a Contract under which you have subscribed to Moata Carbon Portal, you and your Users may, subject to the further provisions of the Contract (and, in particular, our General Terms and these Moata Carbon Portal Product Specific Terms), access and use Moata Carbon Portal through Moata pursuant to the Moata Licence in connection with the Agreed Scope of Use.
- 3.2 You and your Users may access and use Moata Carbon Portal either through Moata or by using an application programming interface (**API**) that is compatible with Moata Carbon Portal. You may also use these APIs to export the models and analyses that you create using Moata Carbon Portal.
- 3.3 Moata Carbon Portal allows you and your Users to build models of infrastructure projects and estimate the carbon dioxide emissions associated with the project – either by uploading your own carbon dioxide emissions estimations data or by selecting items from the proposed bill of materials for the project from one of the built-in libraries which include estimations of the associated carbon dioxide emissions. These high-level models are traceable, transparent and modifiable – allowing the bill of materials to be adjusted so that the estimated impact on carbon dioxide emissions of design modifications can be easily understood.
- 3.4 The estimated carbon dioxide emissions data made available through Moata Carbon Portal typically includes data and information:
- (a) collected or curated by or on our behalf;
 - (b) made available to us by a third party (including public and governmental sources);
 - (c) that is provided to us by manufacturers; and/or
 - (d) that you or your Users upload, or use in conjunction with, Moata, which will constitute Customer Data for the purposes of the Contract.
- 3.5 We may change (including removing or replacing) and update the different carbon dioxide emissions libraries that we make available in Moata Carbon Portal from time to time.

- 3.6 You acknowledge and agree that all carbon dioxide emissions data made available through Moata Carbon Portal is estimated (and is typically based on industry averages) and its accuracy cannot be guaranteed. You may use this information as an indicative guide only. Whilst we try to make the best estimated information available to you on carbon dioxide emissions, we cannot and do not guarantee its accuracy and, to the maximum extent permitted by law, we shall not have any liability to you in respect of such information.

4 Data protection

As part of our provision of Moata Carbon Portal, we do not generally Process any Personal Information on your behalf as your Processor.

5 Other

- 5.1 Sections 1, 3.6, 4 and **Error! Reference source not found.** of these Moata Carbon Portal Product Specific Terms shall survive the termination or expiry of your subscription to Moata Carbon Portal, and the termination of any Contract of which these Moata Carbon Portal Product Specific Terms form part, and shall continue to apply, as shall any other provision which by its nature is intended to survive such termination or expiry.