

Product Specific Terms for Moata Land Management

1 Introduction

- 1.1 These are our Product Specific Terms for Moata Land Management and should be read in conjunction with our General Terms. They set out the terms and conditions that apply specifically in respect of Moata Land Management. 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 Land Management under the Contract.
- 1.2 Moata Land Management is a Geospatial Related Product because it utilises certain of the mapping and other technology/functionality of our Moata Geospatial product. As a result, where you have subscribed for Moata Land Management under a Contract, the Moata Geospatial Product Specific Terms shall also form part of the Contract and your use of Moata Land Management shall (in addition to the other Contract provisions, including these Product Specific Terms) be governed by the Moata Geospatial Product Specific Terms. You agree to comply with such Moata Geospatial Product Specific Terms.
- 1.3 Words and expressions defined in these Moata Land Management 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 Land Management Product Specific Terms.

2 Moata Land Management

- 2.1 Our **Moata Land Management** product is our revolutionary digital solution for managing land ownership and access information. Depending on the product modules that you subscribe for, Moata Land Management allows you to store and manage all of your land ownership, land access, survey management, communications and stakeholder management information for a project in one place – helping your project stay on track and acting as a 'single source of truth' for this information.
- 2.2 All Moata Land Management subscriptions come with our stakeholder relationship management module as standard. This module allows you to store and manage information relating to land owners and other stakeholders and interested parties. You may then choose to subscribe to other product modules, including our:
 - (a) land referencing module, which helps you to manage rights and interests relating to the parcels of land that fall within the project boundaries;
 - (b) land access module, which helps you to manage and record land access permissions relating to the parcels of land that fall within the project boundaries;
 - (c) survey management module, which helps you to plan, coordinate and manage surveys relating to the parcels of land that fall within the project boundaries; and
 - (d) any other product modules we may make available from time to time.
- 2.3 A summary of key features is available on our website at <https://www.mottmac.com/digital/moata-land-management-learn-more>.
- 2.4 If you have subscribed to Moata Land Management under a Contract, the key details relating to your Moata Land Management subscription, including the Moata Land Management package and product modules you have selected, will be set out in the Order Form.

3 Using Moata Land Management

- 3.1 In respect of a Contract under which you have subscribed to Moata Land Management, you and your Users may, subject to the further provisions of the Contract (and, in particular, our

General Terms and these Moata Land Management Product Specific Terms), access and use Moata Land Management through Moata pursuant to the Moata Licence in connection with the Agreed Scope of Use.

- 3.2 Depending on the product modules you have subscribed for, Moata Land Management allows you and your Users to store and manage all of your land ownership, land access, survey management, communications and stakeholder management information for a project in one place.
- 3.3 Several Moata Land Management features allow you and your Users to store information in Moata relating to your and your Users' interactions with land owners, stakeholders and other interested parties, including the nature of such interactions. You shall ensure that all data and information that you or your Users store in Moata Land Management, including any record of interactions with such persons, is: (i) fair, reasonable and respectful; and (ii) not inaccurate, misleading, defamatory, obscene, abusive or offensive.
- 3.4 Except as set out below, the data and information stored and made available through Moata Land Management is predominantly made up of the data and information 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 The mapping and mapping-related data that we make available through Moata Land Management is often derived from data that is made available to us by third parties and may include data that is available to the infrastructure industry or public at large.
- 3.6 Following termination of your subscription to Moata Land Management, we will make a copy of the Customer Data that you have stored in Moata Land Management as at the date of termination available to you. Unless you and we agree otherwise, this data will be made available in a raw, unstructured format and in a commonly used file format of our choosing. We may agree to make such data available to you in other formats, however the provision of data on this basis will be subject to additional processing charges (to be agreed by you and us at the time). We may retain such data until we have provided a copy of the data to you in accordance with this Section 3.6, following which we may (without liability to you) delete the data.

4 Data protection

- 4.1 As part of our provision of Moata Land Management, and the performance of a Contract under which you have subscribed to Moata Land Management, we will Process any Personal Information that you or your Users upload into Moata on your behalf as your Processor.
- 4.2 This includes any Personal Information that we upload for you, or that your Users upload, into Moata. We will Process any such Personal Information subject to and in accordance with the Data Protection Terms, which form part of our Contract with you.
- 4.3 The data processing particulars and approved Sub-processors in respect of Moata Land Management are set out in Appendix A to the Data Protection Terms.

5 Other

- 5.1 Sections 1, 3.6, 4 and 5.1 of these Moata Land Management Product Specific Terms shall survive the termination or expiry of your subscription to Moata Land Management, and the termination of any Contract of which these Moata Land Management 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.