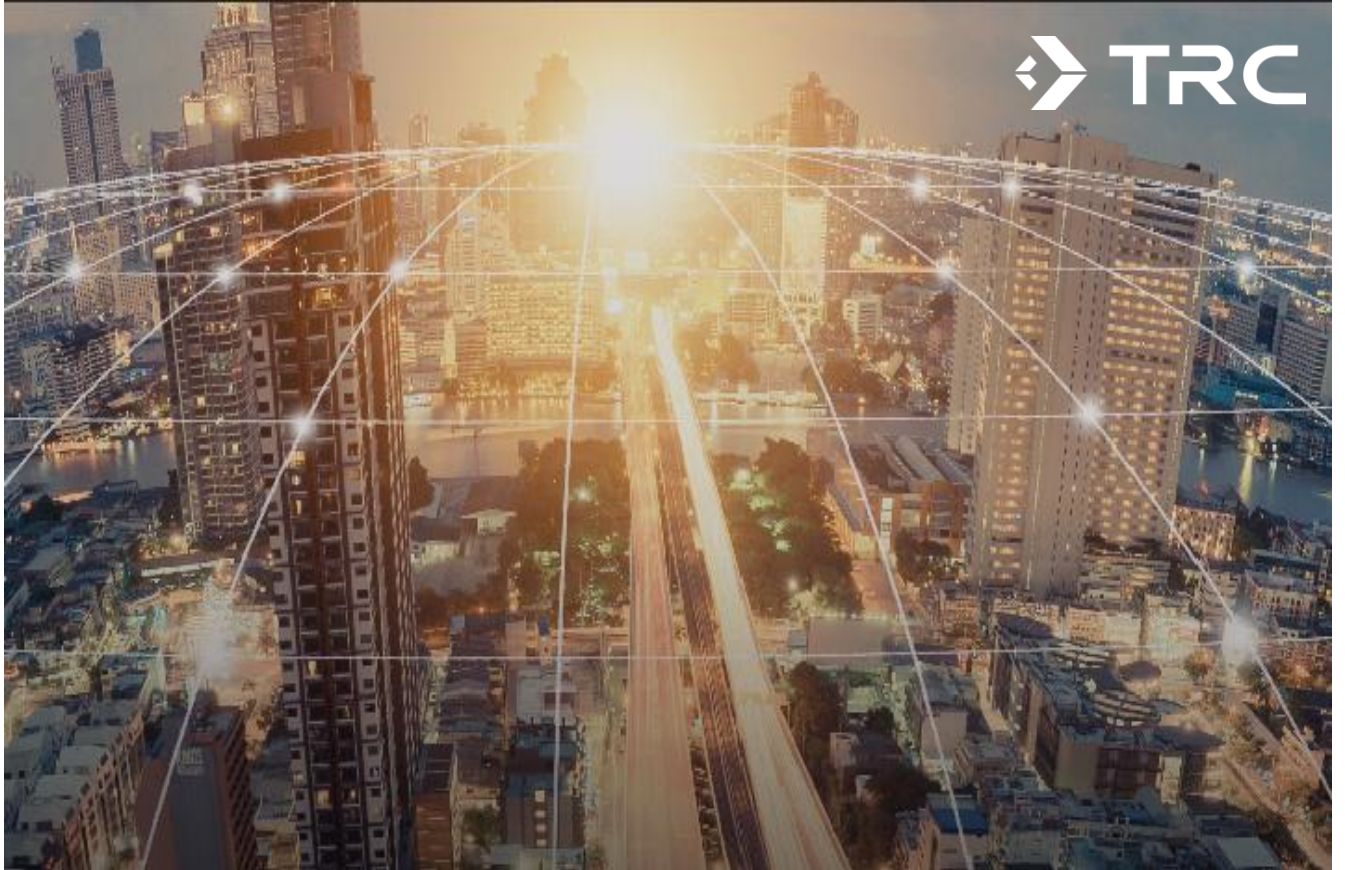




Services Agreement (Terms & Conditions)

GIS Cloud Transition and Support

G-Cloud 14 Framework
Cloud Support Services

Document Reference: BD G14 TSS 001

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This contract ("AGREEMENT") is made and entered into by and between

[REDACTED] ("CLIENT") having an office at [REDACTED] (Registration number [REDACTED])

and

TRC Companies Limited hereinafter referred to as "TRC" having an office at C/O Worldwide Corporate Advisors St Clements House, 27 Clements Lane, London, England, EC4N 7AE (Registration number 06749633).

The parties therefore do hereby agree as follows.

ARTICLE 1.SCOPE OF WORK

TRC will perform the Scope of Work set forth in Attachment A (the "Services").

ARTICLE 2. COMPENSATION

CLIENT will compensate TRC as set forth in the compensation section of Attachment A. Work performed under this AGREEMENT may be performed using labour from affiliated companies of TRC. Such labour will be billed to CLIENT under the same billing terms applicable to TRC's employees.

2.1 Time and Materials Based Compensation

When TRC is to be compensated on a time and materials basis, the following provisions shall apply:

2.1.1 Daily Rates

The Daily Rates of TRC employees (and employees of TRC affiliates) are rates charged for Services provided by TRC employees. These rates are contained in Attachment A.

2.1.2 Direct Expenses

Direct Expenses will be charged in accordance with Attachment A. For purposes of this Article, Direct Expenses include travel and subsistence.

2.1.3 Taxes

All sums due under this AGREEMENT are exclusive of VAT (or similar applicable taxes), if any, which shall be charged in addition thereto in accordance with the relevant regulations in force at the time of making the relevant taxable supply and shall be paid against receipt of a valid invoice in respect thereof.

2.2 Fixed Price Based Compensation

When TRC is to be compensated on a fixed Price basis, the following provisions shall apply:

2.3.1 Prices

The prices of fixed price Statement of Work represent the amounts to be invoiced regardless of actual costs incurred. TRC shall provide a monthly invoice based upon the schedule of values as detailed in compensation section of Attachment A, along with any summary of activities required.

2.3.2 Direct Expenses

All Direct Expenses are included in the fixed price, and they will not be separately billed.

2.3.3 Taxes

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All sums due under this AGREEMENT are exclusive of VAT (or similar applicable taxes), if any, which shall be charged in addition thereto in accordance with the relevant regulations in force at the time of making the relevant taxable supply and shall be paid against receipt of a valid invoice in respect thereof.

ARTICLE 3.TERMS OF PAYMENT

CLIENT will pay TRC as follows:

3.1 Invoices and Time of Payment

TRC will issue monthly invoices pursuant to Attachment A. Invoices will be payable 30 days from the date of invoice.

3.2 Interest

If the CLIENT fails to make payment in accordance with this Article 3 then TRC shall be entitled to charge interest on the overdue amount at a rate of the lesser of 1.75% per month or the maximum amount permitted by law, from the date on which such amount fell due until payment, whether before or after judgment. In addition, the CLIENT will also be responsible to pay all reasonable collection costs incurred by TRC to collect overdue invoices.

3.3 Failure to Make Payment

If CLIENT fails to make payment in full within 30 days of the date due for any undisputed billing, TRC may, after giving 7 days written notice to CLIENT, suspend Services under this AGREEMENT until paid in full, including interest. In the event of suspension of Services, TRC will have no liability to CLIENT for delays or damages caused by CLIENT because of such suspension. TRC shall be entitled to an adjustment in this AGREEMENT's schedule, period of performance, price, or terms, if affected by such a suspension.

3.4 Litigation Assistance

The Scope of Work does not include costs to TRC for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CLIENT. All such services required or requested of TRC by CLIENT, except for suits or claims between the parties to this AGREEMENT, will be compensated as may be mutually agreed by the parties.

ARTICLE 4. OBLIGATIONS OF TRC

4.1 Standard of Care

The standard of care applicable to TRC's Services will be the degree of skill and diligence normally employed by professionals performing the same or similar Services at the time said Services are performed. TRC will re-perform any Services not meeting this standard without additional compensation.

4.2 TRC Provided Equipment

All guarantees and warranties for hardware and software products are those provided by the manufacturer. TRC provides no additional guarantees or warranties beyond that offered by the manufacturer unless explicitly stated in writing. In no case shall TRC be liable for damages from hardware or software problems.

4.3 Independent Contractor

TRC represents that it is an independent contractor and will perform Services pursuant as an independent contractor and not as an agent or employee of CLIENT.

ARTICLE 5.OBLIGATIONS OF CLIENT

5.1 CLIENT-Furnished Data

CLIENT will provide to TRC all data in CLIENT's possession relating to TRC's Services under this AGREEMENT. TRC will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CLIENT. In the event that

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CLIENT fails to provide TRC with data necessary for the performance of this AGREEMENT, TRC shall be entitled to an adjustment in this AGREEMENT's schedule, period of performance, price, or terms, if affected, under Article 7.5 of this AGREEMENT.

5.2 Access to Facilities and Property

CLIENT will make its facilities accessible to TRC to the extent required for TRC's performance of its Services.

5.3 CLIENT Owned Equipment and Software

Any equipment or software necessary for TRC performance that is owned by the CLIENT shall be the sole responsibility of the CLIENT. Any damages or delay caused by the failure or malfunction of CLIENT-owned equipment or software shall be the responsibility of the CLIENT and shall entitle TRC to an adjustment in this AGREEMENT's schedule, period of performance, price, or terms, if affected, under Articles 5.6 and 7.5 of this AGREEMENT.

5.4 Timely Review

CLIENT will examine TRC's studies, reports, proposals, and other project-related documents and render decisions required by TRC in a timely manner.

5.5 Prompt Notice

CLIENT will give written notice to TRC whenever CLIENT observes or becomes aware of any development that affects the scope or timing of TRC's Services, or any defect in the Services.

5.6 Changes

This AGREEMENT may only be changed by written amendment mutually agreed upon and executed by both parties.

5.7 CLIENT's Insurance

CLIENT will maintain comprehensive general liability and property insurance on all pre-existing physical facilities associated in any way with the performance of this AGREEMENT.

ARTICLE 6. MUTUAL OBLIGATIONS

6.1 Proprietary Information

TRC and CLIENT agree to use reasonable commercial care (the same being not less than that employed to protect their own proprietary information) to safeguard each other's proprietary information and to prevent the unauthorised use or disclosure thereof. TRC considers its pricing and service descriptions to be proprietary and these shall not be disclosed to anyone by CLIENT without the written consent of TRC except to those employees of CLIENT who need this information in connection with the performance of their employment duties.

ARTICLE 7. GENERAL LEGAL PROVISIONS

7.1 Authorisation to Proceed

Execution of this AGREEMENT by CLIENT will be authorisation for TRC to proceed with the work, unless otherwise provided for in this AGREEMENT.

7.2 Delay

CLIENT is responsible for maintaining conditions sufficient for TRC effectively to perform the Services. In the event TRC is delayed in performance of Services by any act or neglect of CLIENT or anyone for whom CLIENT is responsible or by Acts of God, strikes, lockouts, accidents, or other events beyond the control of TRC, then TRC's compensation and the work schedule shall be subject to equitable adjustment. In the event delays to the Services are encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

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7.3 Limitation of Liability

- 7.3.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, TRC'S LIABILITY FOR CLIENT'S DAMAGES OR ANY LOSS SUFFERED OR INCURRED IN CONNECTION WITH OR UNDER THIS AGREEMENT WILL NOT, IN THE AGGREGATE, EXCEED THE VALUE OF THE AGREEMENT, WHETHER SUCH LIABILITY ARISES OUT OF BREACH OF CONTRACT OR WARRANTY, TORT INCLUDING NEGLIGENCE, STRICT OR STATUTORY LIABILITY, OR ANY OTHER CAUSE OF ACTION.
- 7.3.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, TRC AND TRC'S AFFILIATED CORPORATIONS, OFFICERS, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT BE LIABLE FOR CLIENT'S SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT OR WARRANTY, TORT INCLUDING NEGLIGENCE, STRICT OR STATUTORY LIABILITY, OR ANY OTHER CAUSE OF ACTION. IN ORDER TO PROTECT TRC AGAINST INDIRECT LIABILITY OR THIRD-PARTY PROCEEDINGS, CLIENT WILL INDEMNIFY TRC FOR ANY SUCH DAMAGES.
- 7.3.3 THIS ARTICLE TAKES PRECEDENCE OVER ANY CONFLICTING ARTICLE OF THIS AGREEMENT OR ANY DOCUMENT INCORPORATED INTO IT OR REFERENCED BY IT.
- 7.3.4 CLIENT WAIVES ALL CLAIMS AGAINST TRC, INCLUDING THOSE FOR LATENT DEFECTS, THAT ARE NOT BROUGHT WITHIN 2 YEARS OF SUBSTANTIAL COMPLETION OF ANY SERVICES OR FINAL PAYMENT TO TRC, WHICHEVER IS EARLIER.

7.4 Termination

- 7.4.1 This AGREEMENT may be terminated for convenience on [] days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such non-performance within 5 days of written notice and diligently complete the correction thereafter.
- 7.4.2 In the event of termination, TRC will immediately stop work under this AGREEMENT.
- 7.4.3 On termination, TRC will be paid for all Services performed up to the termination date plus termination expenses if defined in Attachment A. Upon CLIENT's payment to TRC for work performed, title to all materials and work in progress shall transfer to CLIENT. Nothing in this Article shall operate to transfer any rights in intellectual property or technical data from TRC to CLIENT.

7.5 Suspension, Delay, or Interruption of Work

CLIENT may suspend, delay, or interrupt the Services of TRC for the convenience of CLIENT. In such event, TRC's contract price and schedule shall be equitably adjusted.

7.6 No Third-Party Beneficiaries

A person who is not a party to this AGREEMENT has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this AGREEMENT.

7.7 Indemnification

Nothing contained in this Agreement shall exclude or restrict any party's liability for:

- (a) death or personal injury resulting from the negligence of that party; or
- (b) fraud or fraudulent misrepresentation; or
- (c) any liability which cannot be excluded by applicable law..

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7.8 Assignment

This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors. CLIENT may not assign this AGREEMENT without prior written consent from TRC, and such consent shall not be unreasonably withheld.

7.9 Jurisdiction

- 7.9.1 This AGREEMENT and any dispute or claim arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) is governed by and will be construed in accordance with the law of England and Wales. Each Party submits to the exclusive jurisdiction of the Courts of England as regards any claim, dispute or matter (whether contractual or non-contractual) arising out of or in connection with this AGREEMENT or its implementation or effect.

7.10 Severability and Survival

- 7.10.1 If any of the Provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.
- 7.10.2 Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

7.11 Order of Precedence

Any inconsistency in this AGREEMENT shall be resolved by giving precedence in the following order:

- 7.11.1 The Terms of Attachment A
- 7.11.2 Terms of this AGREEMENT
- 7.11.3 Any other terms incorporated into this AGREEMENT by reference

7.12 Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including considering use of alternative dispute resolution options.

7.13 Ownership of Work Product and Inventions

- 7.13.1 All of the work product of TRC in executing this AGREEMENT and performing the Services shall remain the exclusive property of TRC. CLIENT shall receive a royalty-free, non-transferable, non-exclusive license to use any data or software (the "Data") identified as a deliverable of this AGREEMENT in perpetuity for the limited purpose for which the Data were intended. CLIENT shall receive a royalty-free, non-transferable, non-exclusive license to use any other Data provided by TRC, but not identified as a deliverable, for the limited purpose for which the Data were intended, for the duration of this AGREEMENT.
- 7.13.2 Without prior written TRC consent, CLIENT shall not allow individuals, other than employees of CLIENT, to use Data provided under this AGREEMENT.
- 7.13.3 Except to the extent reasonably necessary for archiving, back-up, and disaster-recovery purposes, CLIENT shall not make copies of Data provided under this AGREEMENT without TRC's prior written consent.
- 7.13.4 CLIENT shall not allow any Data to be used for purposes contrary to the law or the terms of this AGREEMENT.
- 7.13.5 CLIENT shall not distribute, sell, or otherwise transfer Data provided under this AGREEMENT.

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- 7.13.6 Except to the extent expressly permitted by law and with notice to TRC, CLIENT shall not reverse engineer any Data provided under this AGREEMENT.
- 7.13.7 Any Data not covered by the perpetual license granted to deliverables under Article 7.13.1 of this AGREEMENT shall be returned to TRC or destroyed upon the completion or expiration of this AGREEMENT, at TRC's direction.
- 7.13.8 Any inventions, patents, copyrights, computer software, or other intellectual property developed during the course of, or as a result of, the AGREEMENT or the performance of the Services shall remain the exclusive property of TRC.
- 7.13.9 Notwithstanding the above, TRC acknowledges that when performing work in support of contracts with the United States Government, it may be required to provide the Government with certain patent rights and rights in technical data. If required, TRC will agree to provide such rights directly to the Government without granting CLIENT additional rights beyond those provided for under this AGREEMENT.
- 7.13.10 TRC shall receive a royalty-free, non-exclusive, non-transferable license to use any Data supplied by CLIENT and not covered by Article 7.13.1 for the purpose of performing this AGREEMENT. Nothing in this Article shall be construed to grant TRC additional rights in such Data.

7.14 Publicity

TRC shall have the right to publish basic information relating to this contract, including CLIENT's identity and the nature of the Services provided, in promotional material.

7.14 Staff Augmentation or Subcontractors

TRC reserves the right to use staff augmentation agencies or subcontractors as may be needed to help with staffing needs, at their sole discretion. Signature of this Contract constitutes CLIENT's approval of the use of such agencies or subcontractors, which will be billed at the TRC rates found herein.

ARTICLE 8. ATTACHMENTS, SCHEDULES, AND SIGNATURES

This AGREEMENT, including its Attachments, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

ATTACHMENT A – SCOPE OF WORK & COMPENSATION (SOW)

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IN WITNESS WHEREOF, the parties have agreed to the terms and conditions of this AGREEMENT on the date of the last signature below:

[CLIENT]

By: _____

(Signature)

Printed Name: _____

Title: _____

Date: _____

TRC Companies Limited

By: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____