

LOT 3: CLOUD SUPPORT

Terms and Conditions Document

Service: EAM Consulting and Advisory

Submitted by Arcadis Gen UK Ltd.

ARCADIS LICENCE AGREEMENT FOR STAND-ALONE SOFTWARE
2023

between

ARCADIS [*INSERT STATUTORY NAME*]

and

[*INSERT CLIENT'S STATUTORY NAME*]

ARCADIS LICENCE AGREEMENT FOR STAND-ALONE SOFTWARE

This Arcadis Licence Agreement for stand-alone Software ("**Agreement**") is effective as of the last date of signature (**"Agreement Effective Date"**) between Arcadis [*insert statutory name*], having its principal office at [ ], [ ], [ ] (**"Arcadis"**), and Client, [*insert statutory name*], having its principal office at [ ], [ ] (**"Client"**). As used in this Agreement, **"Party"** means either Arcadis or Client, as appropriate, and **"Parties"** means Arcadis and Client collectively.

WHEREAS

I. Arcadis is the leading global design and consultancy firm for natural and built assets. Arcadis provides design, consultancy, engineering, project and management services to clients in over 70 countries.

II. Client is [*please insert description*].

III. Arcadis develops and provides various stand-alone software tools and related services. This Agreement governs the provision of such tools and related services.

IV. Subject to and in accordance with the terms and conditions of this Agreement, Arcadis wishes to deliver and Client wishes to receive certain stand-alone software tools and related services.

SECTION A – ORDER AND APPLICABLE SECTIONS

A1. **Order.** This Agreement applies to all Order Forms, with Arcadis providing Client with a licence for standard software tools and related services as specified in the Order Forms.

A2. **Structure and applicable Sections**. This Agreement consists of Sections A – D. This Section A, Section B (General Provisions) and Section C (Software) apply to all Software delivered and Subscription Services provided by Arcadis. In addition, where Arcadis provides Maintenance and Support Services (as defined in Section B), Section D (Maintenance and Support) also applies.

AGREED:	**ARCADIS:**	**CLIENT:**
Authorized signature:	_____	_____
Name:	_____	_____
Title:	_____	_____
Date:	_____	_____

SECTION B – GENERAL PROVISIONS

B1. Definitions

The following definitions in this Agreement will have the meaning as set forth below.

a. **"Affiliate"** means in case of (i) Client: an entity of Client, whether a corporation or other business entity, which is controlling, controlled by or under common control with Client; and (ii) Arcadis: an entity of Arcadis or Arcadis N.V., whether a corporation or other business entity, which is controlling, controlled by or under common control with Arcadis or Arcadis N.V. "Control" shall mean the direct or indirect ownership of more than fifty percent (50%) of the equity interest in such corporation or business entity, or the ability in fact to control the management decisions of such corporation or business entity.

b. **"Agreement"** means this Arcadis Licence Agreement for stand-alone Software Arcadis, including the Schedules hereto.

c. **"Agreement Effective Date"** means the date upon which this Agreement takes effect.

d. **"Authorized User"** means an individual who is authorized in accordance with this Agreement by Client to access and use the Services. Client is only allowed to designate its employees as Authorized Users.

e. **"Background Materials"** means any material or information, including hardware, operating systems, equipment, software, documentation, models, drawings, specifications, interfaces, connections, algorithms, links, websites, databases, Data, reports, plans, designs, methodologies and processes, of a Party or its third party licensors which: (a) exist on the Agreement Effective Date; or (b) are created, written or otherwise brought into existence after the Agreement Effective Date, but independently and not pursuant to this Agreement.

f. **"Client Data"** means any Data (i) provided to Arcadis by Client, or by a third party on Client's behalf, to perform the Services; (ii) residing on or processed on Client's systems or equipment to which Arcadis is provided access to perform the Services; or (iii) collected or generated for or on behalf of Client in relation to Client's use of the Services.

g. **"Client Personal Data"** has the meaning given to that term in Section B10.a.

h. **"Confidential Information"** has the meaning given to that term in Section B9.

i. **"Data"** means all electronic data or information (in machine or eye-readable form), including Confidential Information, Client Data or Personal Data.

j. **"Defect"** means a failure of the Software to operate substantially in accordance with the functional or technical specifications of the Software expressly made known by Arcadis, such as the Documentation. A Defect applies only if it can be demonstrated by Client and if it is reproducible.

k. **"Documentation"** means the technical documentation applicable to the Software, including manuals, user guides or education materials on any medium, as updated, adjusted or supplemented from time to time.

l. **"Excusable Delays"** means any cause beyond the reasonable control of a Party, including acts of a government, severe weather conditions, equipment failures, power surges or failures, acts or omissions of communications carriers, suppliers or licensors, or unavailability of telecommunication services.

m. **"Intellectual Property Rights"** means any intellectual and industrial property rights (whether registered or unregistered and including any applications), including copyrights, design rights, database rights, patents derivative works, know-how, rights in confidential information (including trade secrets), trademarks, trade names, or any other similar right or form of protection of a similar nature or having equivalent or similar effect to any of them which may now or in the future subsist anywhere in the world, including all revisions, renewals and extensions of such rights.

n. **"Licence"** has the meaning given to that term in Section B5.c.

o. **"Maintenance and Support Services"** means any service of Arcadis where Arcadis provides maintenance or support in relation to Software.

p. **"Order Form"** means any order form, purchase order, work order, proposal or other written or electronic document which contains an order from Client or offering from Arcadis for one or more of the Services.

q. **"Order Form Effective Date"** means the date upon which the relevant Order Form becomes effective.

r. **"Personal Data"** means any Data relating to an identified or identifiable natural person.

s. **"Schedule"** means each schedule to this Agreement, including any Order Form.

t. **"Services"** means any of the Subscription Services ordered by Client from Arcadis through an Order Form.

u. **"Software"** means any software or application made available or developed by Arcadis in relation to or for the purpose of this Agreement, including any changes, modifications, enhancements or corrections (including patches and workarounds) of such Software and any derivative works, applications, configurations, renewals, updates to, new versions of and all reissues, re-examinations and extensions created or applied on the basis thereof. The Software is provided by Arcadis in object code, not remotely.

v. **"Subscription Fees"** means the fees paid or to be paid by Client for the Subscription Services.

w. **"Subscription Period"** means the period during which Client has the right to access or receive a particular Subscription Service, as specified in an Order Form and in accordance with this Agreement. Unless otherwise specified in the applicable Order Form, all Subscription Periods begin on the Order Form Effective Date.

x. **"Subscription Services"** means the Licence that Arcadis grants to Client and the Maintenance and Support Services that Arcadis provides to Client.

y. **"Unlawful"** means (i) non-compliance with this Agreement; (ii) conflict with applicable laws, rules or regulations; (iii) violation of any third party's trade secrets, Intellectual Property Rights or other personal or proprietary right; (iv) violation of applicable data protection laws or interference with rights of privacy of any person; (v) disregard of any known or reasonably anticipated adverse consequences, warning messages, or other written instructions; (vi) defamatory, obscene, abusive, objectionable or otherwise harmful to a person; (vii) introduction of a virus, malicious code or any other harmful component; or (viii) otherwise unlawful.

B2. Interpretation

a. Unless expressly stated otherwise in the Agreement:

   i "Written" shall also include electronic communication by e-mail and Internet;
   ii Wherever the term 'including' is used, this means 'including without limitation' and the list following that term is non-exhaustive.
   iii "Days" shall refer to calendar days, unless indicated otherwise.

b. **Schedules.** Each Schedule shall be incorporated into and be deemed part of this Agreement and all references to this Agreement shall include these documents.

c. **Document Ranking.** In case of discrepancies between any Section of this Agreement or between a Section and a Schedule, the following order of priority applies:

   i the data processing provisions in Section B10;
   ii specified terms in an Order Form;

iii Sections C and D of this Agreement;
iv Sections A and B of this Agreement;
v any other Schedule;
vi any annex to a Schedule.

Only if a lower ranked Section or document deviates from a higher ranked document and references the specific Section or document it deviated from, such deviation set out in the lower ranked Section or document shall prevail over the higher ranked Section or document.

B3. Term; Termination

a. **Term of this Agreement.** This Agreement is effective as of the Agreement Effective Date and will automatically expire when all Subscription Periods have ended, unless otherwise terminated early as set forth below.

b. **Renewal.** Unless agreed otherwise in the Order Form, each separate Subscription Period will automatically renew for subsequent twelve-month terms after the initial term at the then current Subscription Fees, unless either Party has given the other Party written notice that it does not intend to renew that Subscription Period at least thirty (30) days prior to the start of the renewal term.

c. **Termination for material breach**. Either Party may terminate this Agreement (in whole or in part) as a result of a material breach by the other Party. Except where performance by a Party is permanently impossible, the non-breaching Party may terminate the Agreement only if it provides written notice of default to the other Party granting the other Party a reasonable term of at least thirty (30) days to remedy the material breach, and such material breach is not rectified within the period granted by the non-breaching Party in the notice of default. Any breach by Client of its obligations regarding payment will constitute a material breach. In addition, either Party may immediately terminate this Agreement (in whole or in part) upon written notification to Client for material breach if Client breaches Section B5 (Intellectual Property Rights), Section B9 (Confidentiality), Section B12.c (Compliance with Laws) or Section B12.C3 (Use Restrictions).

d. **Termination for cause.** Either Party may terminate this Agreement immediately upon written notification to the other Party if:

i The other Party becomes subject to any insolvency procedures, such as suspension of payments, a petition for bankruptcy and winding-up procedure; or
ii In case Client is the other Party: Client undergoes a change of control, such as the transfer of the majority of its (or its direct or indirect parent company) shares or assets, or the consolidation or merger with another entity.

e. **Excusable Delays**. If a Party is not able to perform or delayed in performing its obligations under this Agreement due to an Excusable Delay, and such non-performance or delay lasts longer than sixty (60) days, the other Party may terminate this Agreement for cause (in whole or part) by giving written notice.

f. **Statutory termination rights.** The Agreement may not be terminated on other grounds than those expressly set out in this Agreement. Any statutory right of the Parties to terminate this Agreement is excluded**.**

g. **Consequences of expiration or termination.** If this Agreement expires or terminates in part, the portions of the Agreement not expired or terminated will remain in force according to the terms of this Agreement.

h. **Additional consequences of termination for material breach and for cause.** Upon termination of this Agreement by Arcadis in accordance with Section B3 (c) through (e), all unpaid fees will be immediately due and payable and Client shall not be entitled to a refund of any amounts paid under this Agreement. Upon termination by Client in accordance with Section B3 (c) through (e), Client shall be entitled to a refund of any prepaid, unused Subscription Fees as of the date of termination. Termination shall not relieve Client of its obligations to pay any amounts then due to Arcadis. Any statutory obligation to undo as a result of termination will be excluded.

B4. Fees and Payment

a. **Subscription Fees.** Unless agreed otherwise in the Order Form, Arcadis will invoice Client the Subscription Fees in advance on a monthly basis. Any additional costs as well as costs for customizations as mentioned under Section B4.c will be invoiced subsequently once per month. Client will pay all fees plus applicable taxes in euros within thirty (30) days of the invoice date.

b. **Renewal.** For the renewal of a Subscription Period, Arcadis will invoice the renewal Subscription Fees approximately thirty (30) days in advance of the expiration of the then current Subscription Period. Such Subscription Fee renewals will be at Arcadis' then current fees and will be due within thirty (30) days of the invoice date.

c. **Customizations.** Not used

d. **Changes and additional work.** Any work performed by Arcadis on request or with permission of Client that is not part of the scope of the initially agreed performance of Arcadis, will be reimbursed by Client in accordance with Arcadis' then current rates.

e. **Non-refundable.** All payments made under this Agreement for Subscription Fees and/or customizations are non-refundable, except as specifically provided in this Agreement. Subscription Fees are based on Subscription Services purchased. During the Subscription Period, the Subscription Fees cannot be lowered or reduced based on actual usage or actual number of Authorized Users.

f. **Disputed Invoices.** Client does not have the right to suspend or set off any payment. However, Client may notify Arcadis within ninety (90) days after the invoice date if there is a dispute about that invoice. Arcadis will work in good faith with Client to promptly correct errors in the invoice or resolve disputes. Client shall pay the undisputed portion of the invoice in full when due and notify Arcadis in writing as to the nature and substance of any disputed portion. Client may suspend payment of the disputed portion until Arcadis has investigated Client's claim and notified Client the outcome of the investigation. With regard to any disputed invoice, Arcadis' administration constitutes conclusive evidence, without prejudice to evidence to the contrary.

g. **Late Payments.** Arcadis may charge the statutory interest , from the date due, until paid. Additionally, Client will pay all legal costs incurred by Arcadis with regard to late payments. Arcadis may suspend its performance if Client fails to make full payment of any amount owed (whether or not still disputed after Arcadis' investigation as mentioned under Section B4.f under this Agreement within ten (10) days after written notice from Arcadis. Arcadis may charge its then current set-up fee to restore a Subscription Service after any suspension**.**

h. **Suspension.** Arcadis may suspend performance of some or all of its Services and obligations in the event Client breaches any of its obligations regarding payment, co-operation or information provision.

B5. Intellectual Property Rights

a. **Background Materials**. The Agreement does not affect the ownership of Intellectual Property Rights in either Party's Background Materials. All Intellectual Property Rights in a Party's Background Materials shall remain exclusively vested in that Party and its licensors.

b. **Software and Documentation**. Arcadis and its licensors shall exclusively retain all right, title and interest to the Software and Documentation, including any Intellectual Property Rights that can be exercised in relation to the Software and Documentation. Client shall acquire no rights whatsoever other than explicitly described in Section B5.c.

c. **Licence**. For the duration of the relevant Subscription Period and subject to compliance with this Agreement and Client's payment obligations, Arcadis grants to Client a non-exclusive, non-transferable, non-pledgeable, non-sublicensable right to use the Software in a machine-readable form and the corresponding Documentation described in the Order Form only for Client's internal business purposes within the country where Client is vested (the "**Licence**").

d. **Client Data**. Client and its licensors shall exclusively retain all right, title and interest to the Client Data, including any Intellectual Property Rights that can be exercised in relation to this Client Data.

e. **Third-party technology.** If and in so far as the Services include third-party technology (such as proprietary or open source software), such third-party technology shall be subject to third-party terms and conditions governing such technology. Arcadis may notify Client of third-party terms and conditions by referencing them in this Agreement or an Order Form, by providing other written or electronic notice from time to time, or by the relevant third party. Applicability of third-party terms and conditions shall with respect to such third-party technology replace any terms of use or maintenance and support levels as apply between Arcadis and Client. Arcadis is not responsible for such third-party technology and such third-party terms do not govern the Services. Client agrees to comply with such third-party terms and conditions, as updated from time to time by the third party. Unless the third-party technology is incorporated into the Software by Arcadis and forms an inextricable part thereof, it is Client's sole responsibility to obtain at its own cost adequate licences for third-party technology directly from the relevant third parties.

B6. Third Party IPR Claims

a. **Arcadis indemnification**. Arcadis will indemnify, defend and hold harmless Client against any damages finally awarded or agreed to in a settlement resulting from a third party's claim that the Services violate that third party's Intellectual Property Rights ("**Claim**") provided that Client notifies Arcadis promptly in writing of such Claim and gives Arcadis full control of and assistance with the defence of such Claim. Arcadis shall not be responsible for Client's compromise or settlement of such a Claim without Arcadis' written consent. Client may retain its own counsel at its own expense, but such expense shall not be included in Arcadis' indemnity obligation.

b. **Arcadis obligations**. If a Claim is made or appears possible, Arcadis may, at its discretion, secure for Client the right to continue to use the Services, modify or replace the Services so that the Services are non-infringing, or, if neither of the foregoing options are available in Arcadis' judgment, terminate this Agreement (in whole or partially) and refund Client any unused prepaid Subscription Fees for the infringing Services. This subsection states Arcadis' entire obligation to Client with respect to any Claim and this obligation is in lieu of all liabilities of Arcadis for damages arising out of or in connection with such Claims.

c. **Exceptions**. Arcadis shall have no liability or obligation with respect to any Claim if the infringement is caused by (i) modifications by any person not authorized in writing by Arcadis; (ii) Unlawful use of the Services; (iii) Client's failure to comply with Arcadis' direction to cease any activity that in Arcadis' judgment may infringe a third party's right; (iv) Client's failure to use the most recent version of the Software supplied by Arcadis; (v) third-party technology or content, including third-party technology that forms part of or is used to provide the Services; or (vi) the combination, operation or use of the Services with other product or products or service or services not supplied or approved in writing by Arcadis.

B7. Limited Warranties

a. **Disclaimer.** Except for the express warranties specified in this Agreement, Arcadis makes no warranties, either express, implied or statutory, including any implied warranties of non-infringement, satisfactory quality, security or fitness for a particular purpose. Unless explicitly provided otherwise in this Agreement, all Services are provided "as is" and Arcadis does not warrant that the Services will be uninterrupted or error-free.

b. **Limited Warranties.** Arcadis warrants that the Software will perform substantially in accordance with the Documentation provided for a period of 3 (three) months from the date of initial delivery of the Software ("**Software Warranty Period**"). After the Software Warranty Period, Arcadis will resolve Defects only if Client is contractually entitled to Maintenance and Support Services. To be valid, a warranty claim must be in writing, submitted to Arcadis within the Software Warranty Period, and describe with specificity the relevant Defect, and provide a listing of output and such other Data as may be required by Arcadis to reproduce the Defect. Client's exclusive remedy and Arcadis' sole obligation and liability resulting from a warranty infringement during the Software Warranty Period will be – at Arcadis' reasonable discretion – (i) to use reasonable efforts to repair the Defect or replace the Software as soon as reasonably practicable; or (ii) to refund the relevant portion of the Subscription Fees that Client has paid for the incorrect Software upon Client's certification that all

copies of the Software have been returned or destroyed (if applicable). Repair or replacement, as the case may be, of mutilated or lost Data will not fall under the warranty. Arcadis may install temporary solutions, workarounds or use-restrictions in the Software to correct Defects, provided they do not interfere or disrupt Client's systems or business operations. The warranty in this Section B7.b is in lieu of all obligations or liabilities of Arcadis for damages arising out of or in connection with the use of the Software.

c. **Conditions and exceptions.** In order to receive and maintain the warranty in Section B7.b Client must (i) use the Software in accordance with the Documentation and this Agreement; (ii) use the Software on the hardware and with the operating system for which it was designed; and (iii) use only qualified personnel to operate the Software. The warranty in Section B7.b shall not apply if the Defect is caused (i) by modifications by any person not authorized in writing by Arcadis; (ii) Unlawful use of the Software; (iii) Client's failure to implement corrections or use the most recent version of the Software supplied by Arcadis; (iv) third party technology or content, including third party technology that forms part of or is used to provide the Services; (v) the combination, operation or use of the Software with other any product or products or service or services not supplied or approved in writing by Arcadis; (vi) improper installation by Client or a by any person not authorized in writing by Arcadis; or (vii) any other cause not directly attributable to Arcadis.

d. **Viruses.** Even though Arcadis has computer virus scanning software to detect the presence of computer viruses and malware, Arcadis does not guarantee that computer viruses or malware are not present in the Software and Arcadis is not responsible or liable for such viruses or their consequences.

e. **Client's systems.** Data transmitted or received through Client's information systems or Internet connections cannot be expected to remain confidential, and Arcadis does not guarantee the privacy, security, authenticity or non-corruption of any information transmitted or stored in any system or Internet connection maintained by Client or any third party. Arcadis shall not be responsible for any consequences whatsoever of Client's systems or connections to or use of the Internet, and Arcadis shall not be responsible for any use by Client of any Internet connection in violation of any rule, law or regulation.

B8. Limitation of Liability

a. **Direct damages.** Any liability of Arcadis as a result of or in connection with a failure to comply with this Agreement, whether arising out of contract, tort or otherwise, shall be limited to compensation of direct damages suffered by Client as a result of or in connection with such failure. The total liability of Arcadis shall, under no circumstances exceed a maximum of 100% (one hundred percent) of the fees (excluding VAT) paid or to be paid by Client in relation to this Agreement in the year preceding the occurrence out of which the liability arises. This limitation of liability shall apply mutatis mutandis to any obligation of Arcadis under this Agreement to indemnify Client.

b. **Indirect damages.** Unless explicitly provided otherwise in this Agreement, neither Party will be liable for any indirect damage, consequential damage, loss of profits, revenue or savings, reduced goodwill, reputation damage, damage due to an interruption in business operations, penalties or fines, scrambling, destruction or loss of Data or documents, claims from third parties, the cost of emergency or replacement facilities such as a switch to other computer systems, or hiring a third party, and the cost of idle employees, goods and facilities of Client.

c. **Notice of default.** Except where performance by Arcadis is permanently impossible, Arcadis shall be liable as a result of or in connection with a failure perform this Agreement, only if Client provides written notice of default to Arcadis granting Arcadis a reasonable term of at least thirty (30) days to remedy the breach, and such breach is not rectified within the period granted by Client in the notice of default.

d. **Notification.** Client must notify Arcadis in writing of any damage as soon as possible after it occurs. Any claims for damages against Arcadis shall expire by the passage of twenty-four (24) months from the date on which the claim arose.

e. **Contractors.** Besides Arcadis, the provisions of this Section B8 and all other restrictions and exclusions of liability referred to in this Agreement may be invoked by all Affiliates, licensors, sub-

contractors and persons who are or have been involved in performance of this Agreement by Arcadis or who are or may be subject to any liability in connection therewith.

f. **Third-party claims.** Arcadis shall have no liability with respect to any claim related to a third party that has incurred damage by a product or service from Client whether or not that product or service is established with the help of, holds or has any other relation to the Services or Software. Client will indemnify, defend and hold harmless Arcadis and its Affiliates against any such third-party claims against Arcadis or its Affiliates.

g. **Unlimited liability.** Nothing in this limitation of liability Section or otherwise in this Agreement shall exclude or in any way limit either Party's liability to the other for (i) death or personal injury caused by negligence; or (ii) any liability to the extent that it may not be excluded or limited as a matter of applicable law. Client accepts full liability for violation of the licence terms or any third-party terms governing the use of third-party software.

h. **Excusable Delays**. In no event shall either Party be liable to the other for any delay or failure to perform its obligations under this Agreement due to an Excusable Delay.

B9. Confidentiality

a. **Confidential Information.** Any information disclosed by one Party ("**Disclosing Party**") to the other Party ("**Recipient**") in connection with this Agreement that is marked confidential or that is or should be reasonably known to be confidential (the "**Confidential Information**") shall be kept strictly confidential by the Recipient. Confidential Information will be used by the Recipient only for the purposes of this Agreement or as authorized under this Agreement. Recipient shall disclose Confidential Information only to the Recipient's personnel, officers, directors, professional advisors, contractors or business partners who are bound by confidentiality obligations no less stringent than those under this Agreement prior to any disclosure on a "need to know" basis. Neither party may use the other party's Confidential Information for other purposes than the execution of the Agreement and each party will cease using the other party's Confidential Information upon termination of the Agreement. In case of a conflict between this Section B9 and Section B10 the strictest provision shall prevail.

b. **Exceptions.** Confidential Information does not include information that:

   i is already known to the other Party at the time of disclosure;
   ii is or becomes publicly known through no wrongful act or failure of the Recipient;
   iii is independently developed without benefit of the other's Confidential Information; or
   iv is received from a third party that is not under an obligation of confidentiality.

c. **Measures.** Recipient shall keep the Confidential Information confidential and undisclosed at all times. Recipient will exercise reasonable and appropriate measures in the protection of Confidential Information and in the prevention of any unauthorized access thereto. Each Party will notify the other of unauthorized access to or use of Confidential Information without delay and use reasonable efforts to take prompt remedial measures to rectify such unauthorized access.

d. **Required disclosures.** Recipient may disclose Confidential Information to the extent required by law, provided that the Recipient provides the Disclosing Party with notice as soon as reasonably practicable to allow the Disclosing Party an opportunity to respond to such requirement and provided further that such disclosure does not relieve Recipient of its confidentiality obligations with respect to any other party.

e. **Return of Confidential Information**. Upon the Disclosing Party's written request made within thirty (30) days of termination or expiry of a Subscription Period or this Agreement, the Recipient will return to the Disclosing Party a single copy of all Confidential Information then in the Recipient's possession. After such thirty (30) day period, the Recipient shall have no obligation to maintain or provide any Confidential Information and shall destroy all Confidential Information in its possession or under its control, unless explicitly agreed otherwise in the Agreement or Recipient is required by applicable law to retain the Confidential Information.

f. **Survival.** These confidentiality obligations shall survive for a period of two years from expiry or termination of the Agreement, except with respect to Confidential Information that constitutes a trade

secret or proprietary technical knowledge, in which case such obligations shall survive for so long as such information is not publicly known.

B10. Data processing

a. **Client Personal Data**. The nature of the Services may require Client to provide Personal Data to Arcadis or for Arcadis to collect or process Personal Data on Client's behalf as part of the Services ('**Client Personal Data**'). Arcadis will Process such Client Personal Data as data processor in accordance with this Section B10.

b. **Obligations of Client as data controller**. Client shall: (a) comply with all its obligations as data controller under applicable data protection laws and regulations, including Regulation 2016/679/EU ('**Privacy Laws**'); (b) timely in advance of the commencement of the Services instruct Arcadis to process Client Personal Data on the Client's behalf; and (c) ensure that such instructions are issued in writing, are consistent with the terms of this Agreement, reasonable and in accordance with applicable Privacy Laws and describe the subject matter and duration of the processing by Arcadis, the nature and purpose of the processing, the types of Client Personal Data and categories of data subjects.

c. **Obligations of Arcadis as data processor.** Arcadis shall: (a) comply with applicable Privacy Laws as far as applicable to Arcadis as a data processor; (b) process, and shall ensure that its staff and personnel processes, Client Personal Data only on documented instructions from Client and only for the purposes authorized by Client, except if Arcadis is required to do so by applicable EU or EU Member State law. In such case, Arcadis shall inform Client thereof before processing, unless that law prohibits Arcadis from providing such information; (c) ensure that Arcadis' staff and personnel authorized to process the Client Personal Data has signed a confidentiality agreement or is otherwise bound by an obligation of confidentiality; (d) implement appropriate technical and organizational measures to protect the Client Personal Data against security risks consistent with applicable Privacy Laws; (e) inform Client without delay in case of a security breach leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Client Personal Data; (f) taking into account the nature of the processing and the information available to Arcadis, cooperate with Client where this is necessary for the performance of Client's privacy impact assessments, prior consultation obligations or personal data breach notification obligations under applicable Privacy Laws; (g) in so far as possible and taking into account the nature of the processing, assist Client by appropriate technical and organisational measures to respond to requests for exercising the rights of data subjects pursuant to applicable Privacy Laws; (h) only engage sub-processors by way of a written agreement which imposes at least the same obligations on the sub-processor as are imposed on Arcadis under this clause. Client authorises Arcadis to use the sub-processors notified by Arcadis to Client before the start of the Services. During the term of this Agreement, Arcadis may appoint one or more additional sub-processors if Arcadis notifies Client of the identity of the sub-processor, and Client does not object within 15 calendar days of notification to the use of this sub-processor based on reasonable grounds relating to applicable Privacy Laws; (i) delete all Client Personal Data after termination or expiration of this Agreement, unless applicable EU or EU Member State law requires storage of the Client Personal Data or permitted otherwise in the Agreement; (j) make available to Client all information necessary to demonstrate compliance with the obligations laid down in this clause; (k) allow for and contribute to audits, including inspections, conducted by Client or another auditor mandated by Client. In such cases, Client shall (i) give Arcadis reasonable notice of the intention to perform an audit or have an audit performed; (ii) ensure that the audit is performed in compliance with Arcadis' reasonable confidentiality and business requirements; (iii) ensure that reasonable efforts are made to minimise any disruption to Arcadis' business caused by the performance of the audit; (iv) bear Arcadis' costs relating to such audit, unless the audit shows non-compliance with this clause, in which case Arcadis will bear its own costs. Arcadis shall immediately inform Client if it believes that an instruction in relation to an audit violates EU or Member State laws.

d. **Arcadis as data controller.** Where processing Client Personal Data is not Arcadis' primary task but a consequence of providing the Services (e.g. processing business contact details of Client's employees or its third-party suppliers to provide the Services, Arcadis is the data controller and will comply with its obligations as data controller under applicable Privacy Laws.

B11. Governing Law; Dispute Resolution

a. **Governing Law.** This Agreement shall be governed by the laws of England and Wales without regard to its conflict of laws rules .

B12. Miscellaneous

a. **Assignment.** Client may not sell, assign, sublicense or burden any of its rights or obligations under this Agreement without Arcadis' prior written consent and any such action without Arcadis' prior written consent shall be null and void.

b. **Third parties used by Arcadis.** Arcadis will not be entitled to have all Services performed by third parties without consent of the Client. In the event the Client authorizes Arcadis to subcontract part of the Services, such will be carried out under Arcadis' direction, and Arcadis will remain fully liable and responsible for the performance of the Agreement. Client agrees to Arcadis having Services performed by Arcadis' Affiliates without consent.

c. **Compliance with Laws.** Arcadis shall perform the Services in accordance with applicable laws, regulations, including all legislations and standards set forth in the Arcadis General Business Principles ("**AGBP**"). The AGBP can be found on the website of Arcadis (www.arcadis.com). Each Party will be responsible for compliance with all legal requirements related to its use of the Services, including those related to the disclosure of Data, anti-corruption laws and any sanction laws and regulations and export restrictions such as UN, US or EU export control and trade regulations. When Client proposes that it will comply with its own ethical codes, and such incorporates the applicable laws, regulations and standards, such ethical code will become part of this Agreement, or in the absence of its own ethical codes, with principals consistent with the AGBP. If any breach of this Section B12.c or any such legal and regulatory anti-bribery or anti-corruption obligations, sanction laws and regulations or export restrictions is suspected or known, the relevant Party will notify the other Party immediately. If performance of this Agreement would breach any such applicable sanction law or regulation, Arcadis will be entitled to terminate this Agreement and Arcadis shall no longer be obliged to perform its obligations hereunder. Arcadis shall not be liable for any third-party losses or damages or losses incurred by Client as a result of a termination in accordance with this Section B12.c.

d. **Entire Agreement.** This Agreement, including any attachments, is the entire agreement between Client and Arcadis relating to the Services provided hereunder and supersedes all prior or contemporaneous oral or written communications. The applicability of any of Client's terms and conditions is explicitly rejected. This Agreement will not be modified by the terms of any purchase order or other instrument documenting a transaction that is issued by Client in connection with this Agreement, nor by any other act, document, or course of dealing unless it is signed by both Parties.

e. **Independent Contractor.** The Parties are independent contractors and may not make commitments or representations on behalf of one another. The Parties acknowledge that it is not their intention to create, and there has not been created, between themselves a partnership, fiduciary or employment relationship for purposes of this Agreement or for any other purpose whatsoever. The Services are for the benefit of the Client only.

f. **Non-solicitation of Employees.** During the term of this Agreement and for 1 (one) year after its termination, Client shall not solicit for hire as an employee, consultant or otherwise any of Arcadis' staff or personnel who have had direct involvement with the Services or a proposal therefor, without Arcadis' express written consent.

g. **Severability.** If a court holds any provision of this Agreement to be illegal or unenforceable, the remainder of this Agreement will remain valid and enforceable. The Parties will then enter into consultation in good faith in order to agree upon a new provision to replace the illegal or unenforceable provision.

h. **Survival.** Provisions anywhere in this Agreement regarding payment, termination, proprietary rights, Intellectual Property Rights, warranties, indemnifications, limitations of liability, governing law, dispute resolution, data protection, confidentiality, severability, and waivers will survive the expiry or termination of this Agreement.

i. **Waiver.** A waiver of any breach of this Agreement is not a waiver of any other breach of this Agreement. Any waiver must be in writing and signed by an authorized representative of the waiving Party in order to have effect.

SECTION C – GENERAL TERMS FOR SOFTWARE

C1. **Delivery.** Arcadis shall make the Software and the corresponding Documentation described in the Order Form available to Client at the start of the relevant Subscription Period. Unless specific arrangements regarding the delivery of the Software have been agreed upon in writing in the Order Form, Arcadis will at its own discretion deliver the Software to Client on a data carrier of Arcadis' choosing or make the Software available online for download by Client. Unless agreed in the Order Form, Arcadis will not install the Software on behalf of Client. Client shall have no right to receive any source code or technical documentation relating to the source code or development of the Software.

C2. **Acceptance.** Client accepts the Software in the condition it is in at the time of delivery, unless Parties have explicitly agreed upon an acceptance test in the Order Form, in which case Parties will apply the acceptance procedure agreed in the Order Form.

C3. **Use restrictions.** Except as explicitly permitted in this Agreement or by applicable law, Client will neither directly nor indirectly (i) make the Software or the Documentation available to any third party; (ii) sublicense, relicense, sell, resell, rent, lease, transfer, assign, distribute or otherwise commercially exploit the Software or Documentation; (iii) interfere with or disrupt the integrity or performance of the Services; (iv) attempt to disable or circumvent any protective or security measures or otherwise gain unauthorized access to the Software; (v) remove or replace any mark or other indication of the Intellectual Property Rights of Arcadis or Arcadis' licensors; (vi) change, modify, translate, or make derivative works of the Software or the Documentation, except that Client may modify the Documentation to the extent necessary to reflect more closely Client's operations, provided, however, that Arcadis shall retain all rights in any modified Documentation; (vii) disassemble, reverse engineer or decompile any portion of the Software or underlying technology; (viii) use the Software to create any other products or services; or (ix) violate any other restrictions on use of the Software or Documentation agreed in the Order Form, including with regard to the number of Authorized Users, the kind or type of hardware, the maximum number of processing units, the location at which the Software may be used or specific forms and purposes of use.

C4. **Technical measures.** Arcadis may arrange for technical measures to be taken at any time in order to protect the Software against Unlawful use or against use in a manner or for purposes other than those agreed between the Parties.

C5. **Audit Rights.** Client will keep accurate records of the number and location of copies of the Software made and distributed or the number, licence types and locations of the Authorized Users. Arcadis may enter Client's premises during business hours on reasonable written advance notice for the purpose of examining, or having examined, Client's relevant books, records, disaster recovery plan and computers to verify Client's compliance with this Agreement. Client will provide its reasonable cooperation hereto. Arcadis will be subject to the reasonable rules and regulations regarding access to Client's facilities that are provided to Arcadis in advance of the audit. Audits will be at Arcadis' expense, unless the audit reveals that Client has breached this Agreement, in which case the audit will be at Client's expense. Arcadis may provide the audit results to its licensors when required by the licensors**.**

C6. **Disaster Recovery and Archival.** Client may make back-up copies of the Software as necessary for use in disaster recovery and archival purposes, provided that the copies are kept in a secure location (such other location to be owned or controlled by Client or Client's disaster recovery vendor) and that the disaster recovery and archival copies of the Software are not used for production purposes.

C7. **Termination.** Upon expiry or termination of a Licence for Software for any reason, Client shall cease all use of and shall return or destroy, as directed by Arcadis, all copies of the Software and Documentation.

SECTION D – SPECIFIC TERMS FOR MAINTENANCE AND SUPPORT SERVICES

D1. **Maintenance and Support Services.** For the duration of the relevant Subscription Period and subject to compliance with this Agreement and Client's payment obligations, Arcadis will provide Client with the Maintenance and Support Services ordered by Client from Arcadis through an Order Form. If Client requests Maintenance and Support Services that are not covered by the Order Form, Arcadis will work

with Client to develop a mutually agreed Order Form under which Arcadis will perform such services under this Agreement at Arcadis' then current rates.

D2. **Performance.** All Maintenance and Support Services will be performed by Arcadis with the skill and care and diligence reasonably to be expected of a professional person or company experienced in the provision of such services.

D3. **Service Level Agreement**. Arcadis will provide the Maintenance and Support Services in accordance with the service level agreement as part of the Order Form. Client will be obliged to inform Arcadis immediately about any circumstances that can or may affect the availability of the Maintenance and Support Services. Any unavailability (including reduced availability) of the Maintenance and Support Services that was pre-announced (e.g. because of maintenance) or due to Excusable Delays will be taken out of consideration when calculating the availability of the Maintenance and Support Services in regard of a service level agreement.

D4. **Support.** Arcadis will provide Client with the level of support agreed in the Order Form in accordance with the service level agreement. Such support shall allow Client's authorized maintenance contact or contacts to report problems and seek assistance in the use of the Software during Arcadis' standard support hours as established from time to time and applicable to Client's specific support plan. Arcadis may decline a request from Client for support that could be resolved by reference to the Documentation.

D5. **Defect Correction.** Client shall provide Arcadis with a detailed report of suspected Defects in the Software as soon as reasonably possible. Such report describes with specificity the relevant Defect and provides a listing of output and such other Data as may be required by Arcadis to reproduce the Defect. Following receipt of the report, Arcadis shall use reasonable efforts to correct the Defect or make improvements to future new versions of the Software in accordance with the service level agreement or its standard procedures. Arcadis may install temporary solutions, workarounds or use-restrictions in the Software to correct Defects, provided they do not interfere or disrupt Client's systems or business operations. Arcadis will not be responsible for correcting Defects in a prior version of the Software after expiry of six (6) months since the release of a new version of the Software.

D6. **Updates.**

a. Arcadis does not guarantee that an update or new version of the Software contains the same features and functionalities as the prior Software release or version. Arcadis cannot be held to maintain, change or add features or functionalities to an update specifically for Client. Arcadis may require Client to change its systems (including hardware, software, etc.) for the proper functioning of an update or new version.

b. Upon Client's installation of an update or new version of the Software, the Licences granted under this Agreement will apply to the update or new version, and the Licences related to the earlier version or release shall terminate. Arcadis does not guarantee that the Software will be updated timely to comply with changed laws and regulations.

D7. **Excluded Items.** Unless agreed otherwise, Arcadis may decline a request from Client for Maintenance and Support Services consisting of:

a. providing assistance or consulting time relating to problems, caused by (i) modifications to the Software by any person not authorized in writing by Arcadis; (ii) malfunction or failure of the computer system or communications network on which Client has installed and is using the Software; (iii) Unlawful use of the Software; (iv) improper installation or configuration by Client or any person not authorized in writing by Arcadis; (v) Client's failure to implement corrections or use the most recent version of the Software supplied by Arcadis; (vi) third-party technology or content, including third-party technology that forms part of or is used to provide the Services; (vii) the combination, operation or use of the Software with other product or products or service or services not supplied or approved in writing by Arcadis; or (viii) any other cause not directly attributable to Arcadis;
b. providing training;
c. database schema changes, recovery of lost or damaged Data, or supporting application program interfaces ("APIs") not provided or approved by Arcadis
d. maintenance and support services that are excluded in the service level agreement.

D8. **Client's cooperation and responsibility.** Arcadis' performance depends upon Client's timely and effective cooperation in connection with the Services, including providing Arcadis with timely and sufficient access to appropriate materials and information, appropriately skilled Client personnel, ensuring that its permitted Client Affiliates, employees, users, agents, and representatives comply with the Agreement, prompt responses to questions and requests and co-operating with Arcadis' reasonable investigation of service outages, security problems or suspected Unlawful use of the Client Data or the Services. Client shall perform its obligations subject to and in accordance with this Agreement, applicable laws, regulations and standards. Client will provide all reasonable cooperation requested by Arcadis, including a temporary suspension of use of the Software, creating back-ups and carrying out procedures for the correction of Defects or the implementation of updates or new versions of the Software. When Arcadis performs Maintenance and Support Services remotely, Client will ensure the availability of needed infrastructure and network facilities. Client is responsible for the management and configuration of the Software and its computer systems and network, including controlling settings and installing Software. Arcadis will not be liable for any failure or delays in performing the Services, to the extent that the failure or delay is caused by Client's failure to cooperate.

D9. **Customizations.** Not used.

D10. **IP Rights**. Arcadis and its licensors shall exclusively retain all right, title and interest to the customizations developed in accordance with Section D9, including any Intellectual Property Rights that can be exercised in relation to these customizations. Client shall acquire no rights whatsoever other than explicitly described in Section B5.c.

D11. **Assignment. Not used**.

D12. **Arcadis' use of customizations. Not used**.