

## TERMS AND CONDITIONS FOR FLOOD PLATFORM SOFTWARE AS A SERVICE UNDER G-CLOUD 15 FRAMEWORK AGREEMENT

These terms and conditions (these “Terms”) and the applicable Third-Party Licences as defined herein are the applicable “Supplier Licence Terms” referred to in the Call-Off Contract (reference number [xxxx] between Jacobs UK Limited a company incorporated under the Laws of England & Wales with company registration No. 02594504, and having a registered address of Cottons Centre, Cottons Lane, London, United Kingdom SE1 2QG (“Supplier”) and the Buyer (as defined in the Call-Off Contract). ). The Parties have entered into the Call-Off Contract in relation to the Services and accordingly hereby agree to these Terms as part of the Call-Off Contract.

### 1. THE PURPOSE AND THE PARTIES ACCEPTANCE OF THESE TERMS

- 1.1 Purpose The Supplier has developed the software in the Service and the Buyer wishes to have access to and to use the Service for the purpose of [*the Buyer’s purpose to be agreed at call-off stage and a succinct description to be inserted here*] (the “Purpose”).
- 1.2 Effective Date These Terms shall be effective as of the Start Date set out in the Call-Off Contract.
- 1.3 Acceptance Subject to the Buyer’s continued compliance with these Terms, the Supplier hereby grants to the Buyer and its Authorised Users (as defined below) access to and use of the Service. The Buyer is solely responsible for the acts and omissions of its Authorised Users. Upon first login to the Service, or whenever software updates or changes to these Terms are made, each Authorised User will be required to accept the Service Terms of Use governing the use of the Service. If Authorised Users do not agree to be bound, they should not indicate acceptance with the Terms or Terms of Use.

### 2. DEFINITIONS & INTERPRETATION.

#### Part A: Definitions

Capitalised terms not otherwise defined when first used herein or in the Quotation have the meanings set forth below:

**Authorised Users** means those Buyer employees agents and independent third-party consultants and contractors acting on behalf of the Buyer who are authorised by the Buyer to access and use the Service;

**Buyer Content** means any Buyer Content or data licensed or lawfully obtained by Buyer from a third-party, or data or information obtained from a third-party on behalf of Buyer, as well as Buyer or third-party information provided by the

Buyer to Supplier for the provision of the Service;

|                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Buyer Responsibilities</b>              | means the duties and responsibilities of the Buyer as described in the Quotation;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Call-Off Contract</b>                   | means the call-off contract between the Supplier and the Buyer reference number [add reference number] (including any other documents referred to therein) which specify(ies) <i>inter alia</i> , the Buyer's scope of access and Permitted Use of the Service, and any other terms and conditions applicable to the Service, issued pursuant to the G-Cloud 15 Framework;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Confidential Information</b>            | means (i) any Buyer Content and (ii) any other information which is marked as "Confidential" or "Proprietary" or ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure which may include ideas, concepts, trade secrets or knowledge of any other kind whether commercial, financial or technical;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Data Criteria</b>                       | any data criteria for Buyer Content set out in the Knowledge Base;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Intellectual Property Rights or IPR</b> | means any and all, current and future, intellectual and industrial property rights and interests, including but not limited to (a) any patents, design, utility models, database rights, trademarks, service marks, eligible layout rights, designs, copyrights and topographical rights, moral rights, design patents, trading names, internet domain names, source code, rights in the get-up of products (including the screens and user interfaces of software) and other signs and indications of origin, whether registered or unregistered, and any applications for registration of any of them; (b) any discoveries, trade secrets, know-how, software and improvements; (c) together with any rights in server programmes, specifications, formulae, data, analytics, algorithms, libraries, know-how, processes, methods, techniques, development improvement and any other innovation, including but not limited to methodologies, frameworks, metrics, assessment questions, software configuration, customisation codes, images, ideas, confidential information, tools and text that are part of the proprietary content; and (d) all forms of protection of a similar nature or having equivalent or similar effect to any of them, in the UK or the world, for the duration of those rights and interests; and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world; |
| <b>Knowledge Base</b>                      | means the web portal containing information and instructions relating to the proper use of the Service at <a href="http://help.floodplatform.com">help.floodplatform.com</a> ;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

|                              |                                                                                                                                                                                                                                                                                                             |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Output Data</b>           | means data or other type of deliverable that is generated by Supplier as a result of the use of the Service by the Buyer, including, but not limited to, data files, models, analytics and reports;                                                                                                         |
| <b>Performance Data</b>      | Data derived from the use of the Service by the Buyer;                                                                                                                                                                                                                                                      |
| <b>Permitted Use</b>         | means the number of Authorised Users, transactions, volume, revenue and/or other licence metrics subscribed to by Buyer as set out in the Call-Off Contract;                                                                                                                                                |
| <b>Privacy Notice</b>        | means Supplier' <a href="#">statement on data protection</a> linked in the Service as may be amended from time to time;                                                                                                                                                                                     |
| <b>Service</b>               | means Supplier' hosted online subscription software as a service known as "Flood Platform" and technical support to be accessed and used by the Buyer pursuant to these Terms;                                                                                                                              |
| <b>Subscription Term</b>     | means the 12 month period which begins on the start date and expires on the end date (both dates being specified in the Quotation);                                                                                                                                                                         |
| <b>Supplier Data</b>         | means data owned or otherwise developed or created by Supplier which is provided by Supplier to Buyer as part of the Service. Supplier Data does not include Third-Party Material and Buyer Content;                                                                                                        |
| <b>Supplier IP</b>           | means Supplier Data, the Service, as well as any and all IPR owned by Supplier, including IPR incorporated into or used in the Service, Performance Data, as well as any Confidential Information disclosed by Supplier to the Client under these Terms. Supplier IP does not include Third-Party Material; |
| <b>Supply Chain Partners</b> | means such third parties notified to the Buyer as supporting Supplier in the delivery of the Service;                                                                                                                                                                                                       |
| <b>Support Policy</b>        | the <a href="#">service level agreement</a> applicable to the Service;                                                                                                                                                                                                                                      |
| <b>Third-Party Material</b>  | means any and all software or data owned or otherwise developed or created by third parties and provided by Supplier to Buyer as part of the Service. Third-Party Material does not include Buyer Content or Supplier Data;                                                                                 |
| <b>Terms of Use</b>          | means the end user agreement linked in the Service which the Authorised Users must accept to access the Service;                                                                                                                                                                                            |

## Part B: Interpretation

- 2.1 Clause, headings shall not affect the interpretation of these Terms.
- 2.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.3 References to clauses are to the clauses of these Terms.
- 2.4 Other documents referred to within these Terms including without limitation the Support Policy and Privacy Notice are deemed to form part of these Terms and shall have effect as if set out in full in the body of these Terms.
- 2.5 A reference to these Terms or to any other agreement or document is a reference to this agreement or such other agreement or document, in each case as varied from time to time.
- 2.6 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 2.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 2.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 2.9 A reference to writing or written excludes faxes, not e-mail.
- 2.10 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of these Terms.
- 2.11 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 2.12 Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 2.13 Any requirement for agreement between the Parties obliges the parties to act reasonably and in a spirit of mutual trust and cooperation.

### 3. ACCEPTANCE OF THIS AGREEMENT.

- 3.1 **Acceptance** Subject to the Buyer's continued acceptance with these Terms, Supplier hereby grants to the Buyer and its Authorised Users access to and use of the Service pursuant to these Terms. The Buyer is responsible for the acts and omissions of its Authorised users. Upon first login to the Service, or whenever the software updates or changes to these Terms are made, each Authorised User will be required to accept the

Terms of Use which govern the use of the Service. If Authorised users do not agree to be bound, they should not indicate acceptance with these Terms or the Terms of Use.

- 3.2 **Precedence** The Parties agree that the following terms apply exclusively to the use and deployment of the Service and subject to Clause 5.11 shall take precedence over any other terms between Supplier and the Buyer specifically in relation to the use and deployment of the Service In the event, however, of a conflict in and/or between the terms subject to Clause 5.11 they shall be interpreted in order of priority listed below:

- (a) the Call-Off Contract;
- (b) these Terms;
- (c) the Terms of Use;
- (d) Privacy Notice; and
- (e) Support Policy.

#### **4. SERVICE.**

- 4.1 Supplier shall exercise reasonable skill, care and diligence to provide the Service in accordance with these Terms.
- 4.2 Supplier shall use reasonable endeavours to deliver the Service in accordance with these Terms.

#### **5. CUSTOMER'S OBLIGATIONS**

- 5.1 The Buyer undertakes to:
- (a) carry out and complete all Buyer Responsibilities;
  - (b) provide Supplier with all necessary co-operation in relation to these Terms; and
  - (c) provide all necessary access to such reasonable information as may be required by Supplier.
- 5.2 The Buyer undertakes to comply with its obligations under these Terms:
- (a) in a diligent, timely and efficient manner; and
  - (b) in accordance with all applicable laws and regulations.
- 5.3 The Buyer acknowledges that for Supplier to provide the Buyer with access to the Service

and to deliver the Service in accordance with these Terms it is conditional on the Buyer complying with its obligations under this Clause 5 in particular and without limitation completing its Buyer Responsibilities in such a way to support Supplier and so no act, omission or default of the Buyer shall put Supplier in breach of any of its obligations under these Terms.

## **6. ACCESS TO THE SERVICE**

- 6.1 Provision of Access. Subject to terms and conditions specified in these Terms and provided the Buyer has complied with and continues to comply with its obligations under these Terms, Supplier shall make the Service available to Buyer for the Subscription Term pursuant to these Terms. The Buyer acknowledges that the functionality of the Service may change during the Subscription Term as a result of changes carried out as part of the Service.
- 6.2 The Buyer is solely responsible for: (i) ensuring that only Authorised Users have access to the Service; (ii) ensuring that such Authorised Users have been trained in proper use of Service and the Authorised Users comply in full with these Terms and the Terms of Use and (iv) ensuring the proper usage of passwords, tokens and access procedures with respect to logging into the Service.
- 6.3 Supplier reserves the right to refuse registration of, or to cancel, Authorised Users access that it reasonably believes to violate these Terms and the Terms of Use in which case Supplier will promptly inform the Buyer in writing of such refusal or cancellation.
- 6.4 If the Buyer learns or suspects that any Authorised User is not complying with the provisions of these Terms and the Terms of Use, the Buyer must notify Supplier immediately and terminate such Authorised User's right to use the Service.
- 6.5 Any breach by an Authorised User of the Terms of Use shall be deemed to be a breach by the Buyer of these Terms.
- 6.6 The Buyer shall implement and take measures to maintain reasonable and appropriate administrative, technical, and physical security safeguards, protect against anticipated threats or hazards to the security or integrity of the Service and protect against any unauthorised access to, or use of, the Service and, in the event of any such unauthorised access or use, promptly notify Supplier.
- 6.7 Buyer Content. As part of the Service, Buyer will provide Supplier with Buyer Content. Buyer Content must be consistent with the Data Criteria. The Buyer understands that if Buyer does not provide Buyer Content pursuant to the Data Criteria, Supplier may be unable to provide the Buyer with Output Data. The Buyer also understands that if the Buyer does not provide Buyer Content pursuant to the Data Criteria, the Output Data may be useless, inaccurate or incomplete but the Buyer may still be charged for such use of the Service.

- 6.8 Third-Party Materials. The Service may include applications, software (including open-source software), content, data or other materials, including related documentation, that are owned by persons or entities other than Supplier (including without limitation any relevant Supply Chain Partners) and that are provided to Buyer on licence terms that are in addition to and/or different from those contained in these Terms ("Third-Party Licences"). The applicable Third Party Licences are identified within the admin portal for the Service. To the extent required the terms of such Third Party Licences will apply in lieu of the terms these Terms, including without limitation any provision governing access to the source code, modification or reverse engineering. Any breach by Buyer or any of its authorised users of any Third-Party Licence is also a breach of these Terms.
- 6.9 Limitations on Use. In addition to any limitations set forth in the Quotation, Buyer shall not: (a) sell, lease or sublease access to the Service , or incorporate, merge or interface the Service into any third party or self-developed products or allow access to the Service, in whole or in part, by other software or other products or Service for any purpose other than as may be agreed with Supplier for example through API access; (b) copy, decompile, or reverse engineer any portion of the Service; (c) use the Service to provide services to third parties on a on a timesharing, rental, sharing or "service bureau" basis; (d) remove any Supplier titles, trademark symbols, copyright symbols and restrictive legends; (e) bypass or disable any protections that may be put in place to provide security for the Service or to protect against non-authorised access to the Service ; (f) use the Service to store, transmit or produce infringing, libelous, vulgar, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or other rights; (g) use the Service to transmit viruses, Trojan horses or other harmful or malicious code; (h) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein; (i) impersonate or use the identity of another person or organisation, or falsely state or otherwise misrepresent an affiliation with a person or organisation; or (j) permit any unauthorised access to, or use of, the Service and shall notify Supplier promptly of any such unauthorised access or use.
- 6.10 Reasonable Precautions. Buyer shall implement, and shall take measures to maintain, reasonable and appropriate administrative, technical, and physical security safeguards designed to: (a) ensure compliance with clause 6.9 above (Limitations on Use); (b) protect against anticipated threats or hazards to the security or integrity of the Service; and (c) protect against unauthorised access or use of the Service.
- 6.11 Data Protection. The Privacy Notice governs all data and information received or collected by Supplier when Buyer and its Authorised Users access the Service. The Privacy Notice contains important information regarding the collection, use, disclosure and protection of personal data provided by the Buyer. If there is a conflict between these Terms, the Call-Off Contract, and the Privacy Notice, the Privacy Notice shall take precedence with respect to the subject matter that it covers.
- 6.12 Permitted Use. Excess Use. If applicable, the Quotation will specify the Permitted Use associated to the Service. If Buyer exceeds its Permitted Use as provided in the Quotation,

notwithstanding Supplier' rights under clause 6.13 (Suspension of Service) below, Buyer will promptly notify Supplier and, within twenty-eight (28) days after learning of such unpermitted use, shall cease and disable all unpermitted use and/or purchase additional subscriptions, storage and compute as may be applicable.

- 6.13 Suspension of Service. Supplier may review Buyer's use of the Service to verify Buyer's compliance with these Terms, including use of the Service subject to the Permitted Use, and Buyer shall provide any reasonable assistance with any such review. If Supplier identifies any non-compliance in such review or has other reasonable grounds to suspect that Buyer's registration data is inaccurate or incomplete, that Buyer or any Authorised User has violated or threatens to violate the terms and conditions of these Terms, any Quotation, the Buyer exceeds its Permitted Use under an Quotation, or other terms and conditions applicable to the Service , or that the performance, integrity or security of the Service is being adversely impacted or in danger of being adversely impacted as a result of Buyer's or any such Authorised User's access or use, Supplier may suspend or terminate Buyer's and/or any such Authorised User's use of the Service , in addition to any other rights or remedies Supplier may have.
- 6.14 Changes to the Service. Supplier may change or discontinue the Service and any features of the Service at any time, and if such changes are material, Supplier will notify Buyer by sending an email to the last email address provided to Supplier. If Buyer does not wish to continue using the modified Service or if the Service is discontinued, Buyer may terminate the Service by giving twenty eight (28) days' written notice and will be entitled to a refund of any amounts prepaid for the period remaining in relation storage for the Subscription Term and/or compute credit. No refund will be provided in respect of monies paid for the Service other than as set out in this clause [5.1.4](#). After the twenty-eight (28) day period set out above the Buyer Content and Output Data will be deleted irrecoverably from the Service. Supplier may change the terms of these Terms at any time. The new terms will be effective on the first day of the next billing cycle and will apply thereafter. By continuing to use the Service after any such changes, Buyer agrees to be bound by such changes. If Buyer does not wish to agree to the new terms, Buyer must stop using the Service immediately.

## **7. ACCOUNT AND PASSWORDS.**

- 7.1 If applicable, Buyer and each Authorised User of Buyer must complete Supplier' registration process prior to access to and use of the Service. As part of the registration process Buyer and each Authorised User may be asked to provide accurate information either to Supplier directly or to their admin user. Buyer and each Authorised User will be given a password and a username by Supplier. Buyer shall ensure that all data supplied in establishing its accounts is accurate and complete. All username and password are confidential information and shall be used solely by Buyer and its Authorised Users to access its account and use the Service. Buyer is responsible for keeping all usernames and passwords confidential. Buyer shall take reasonable steps to prevent unauthorised access

to Buyer's usernames, passwords, tokens, and two-factor-authentication (2FA) devices. Buyer will immediately notify Supplier of any unauthorised access to the Service. Supplier is not responsible for any losses due to stolen or hacked passwords.

## **8. SERVICES.**

- 8.1 Consulting Services. On Buyer's request, Supplier may perform consulting and professional services for Buyer. Any such consulting services performed by Supplier will be governed by a separate consulting agreement executed by the parties.
- 8.2 Technical Support Services. Supplier will provide technical support services in relation to the Service in accordance with the Support Policy.

## **9. FEES; LATE FEES; TAXES.**

- 9.1 Fees. Buyer will pay to Supplier the fees set out in each Quotation for the Service and Permitted Use set forth therein. Except in the cases set forth in clause [5.1.4](#) (Changes to the Service), clause 14.2 (Termination) and clause 14.3 (Effects of Termination), fees paid by the Buyer are non-refundable. Except as expressly set forth in the applicable Quotation, Buyer shall pay each invoice in full within twenty-eight (28) days after the date of invoice in the currency as specified in the Quotation. If Buyer is late in payment of amounts owed hereunder, Supplier will implement its process in relation to access to the Service and data deletion as set out in the Quotation.
- 9.2 Late Fees. Supplier will be entitled to late payment fees on undisputed amounts due if payment is not received within twenty-eight (28) days after the due date. Late payment fees are payable in the amount of 3% per annum above the Bank of England base rate during the period in which the undisputed amount remains unpaid. Buyer will promptly notify Supplier of any amounts disputed in good faith. The parties will make a good faith attempt to amicably resolve any disputes regarding amounts billed.
- 9.3 Taxes. All charges will be exclusive of any taxes, and Buyer shall be financially responsible for all sales or services taxes that are assessed on Buyer's access to and use of the Service.

## **10. PROPRIETARY RIGHTS.**

- 10.1 Ownership; Reservation of Rights. As between Supplier and Buyer, all rights, title, and interest in and to all Intellectual Property Rights in Supplier's Confidential Information, Supplier IP, Supplier Data and the Service are owned exclusively by Supplier and its licensors. As between Supplier and Buyer, all Buyer Content shall be owned by Buyer and its licensors, subject to the limited use rights granted to Supplier and where appropriate its Supply Chain Partners under clause 10.2 (Buyer Content). Supplier reserves all rights, title and interest in Supplier's Confidential Information, Supplier IP, Supplier Data and

Service that are not expressly granted to Buyer by these Terms.

- 10.2 **Buyer Content.** As between Supplier and Buyer, all Buyer Content shall be owned by Buyer, subject to the limited use rights granted to Supplier under this clause 10.2 (Buyer Content). Buyer represents that Buyer Content does not infringe the Intellectual Property Rights or personal rights or any other rights of any third party. The Buyer acknowledges that Supplier makes no independent assessment or evaluation of any Buyer Content, nor does Supplier examine the sources of the Buyer Content to determine whether it may incur liability to third parties from delivery or use thereof as permitted herein. Buyer shall be solely responsible for the accuracy, quality, integrity and legality of Buyer Content and of the means by which Buyer Content was acquired. Buyer also represents that it has all rights, permissions and licences to provide Supplier with access to Buyer Content pursuant to the terms and for the purposes set forth in these Terms. Buyer hereby grants to Supplier a limited, perpetual, non-exclusive, royalty-free right and licence to use the Buyer Content for the purposes of the proper performance of its duties and obligations to the Buyer under these Terms and any other agreements it has entered into or will enter into with the Buyer relating to the Service, providing training services, technical support in line with the Support Policy and the derivation and creation of Performance Data with regard to the Service and to improve and enhance the Service and other products and services offered by Supplier. The Buyer acknowledges that the Supply Chain Partners may also require an equivalent licence as provided to Supplier for the purpose of providing the Service and Output Data and in such circumstances the forgoing licence granted to Supplier shall permit any necessary sub-licensing to the Supply Chain Partners.
- 10.3 **Output Data.** Subject to the terms of clause 9 (Fees, Late Fees, Taxes) and clause 14.3 (Effects of Termination), as between Supplier and Buyer, Buyer shall retain ownership, title and interest in and to any Output Data (not including any Supplier IP). Buyer acknowledges that the Output Data may not be unique and may be substantially similar in whole or part to results produced for other Supplier customers obtaining similar services as Supplier is providing under these Terms. Subject to the terms of clause 9 (Fees, Late Fees, Taxes) and 14.3 (Effects of Termination), to the extent that any Supplier IP is incorporated in or otherwise required for the access to or use of the Output Data, Supplier hereby grants Buyer a limited, perpetual, royalty-free, non-exclusive, licence to such data only to the extent necessary to allow Buyer to view and have access to the Output Data. Supplier shall also retain the right to use the Output Data for the proper performance of its duties and obligations to the Buyer under these Terms and any other agreements it has entered into or will enter into with the Buyer relating to the Service , providing training services, technical support in line with the Support Policy and the derivation and creation of Performance Data with regard to the Service and to improve and enhance the Service and other products and services offered by Supplier.
- 10.4 **Feedback.** Buyer hereby assigns to Supplier all right, title, and interest (including all rights in copyright and resulting patents or any other Intellectual Property Rights) in any suggestions, enhancements, recommendations or other feedback provided by Buyer or any Authorised Users of Buyer with regard to the Service.

**11. CONFIDENTIALITY.**

- 11.1 Each party shall and shall procure that their respective employees, directors, licensors (including any Supply Chain Partners) and professional advisers keep in strict confidence all the Confidential Information disclosed by the other party in connection with the Service or these Terms. Upon the termination of these Terms, each party will, at the request of the other party, return or destroy all documents, information or software containing Confidential Information of the other party, and delete Confidential Information from all memory devices. Notwithstanding the foregoing, Supplier shall be entitled to retain and use Buyer Content and Output Data as permitted under clauses 10.2 and 10.3 (Buyer Content and Output Data). Except in respect of employees, directors, licensors (including Supply Chain Partners) and professional advisers who are directly involved in the services, neither party shall disclose, offer or transfer to any third party the confidential information of the other party without the prior written consent of the other party. The parties agree that Confidential Information shall only be shared with employees, directors, licensors (including Supply Chain Partners) and professional advisers on a need-to-know basis in so far as their involvement in delivering the Service and/or these Terms.

**12. DISCLAIMER OF WARRANTIES.**

- 12.1 The Service is provided "as is" without warranty and Supplier expressly excludes and disclaims any other warranties, whether express, implied or statutory, including, without limitation, warranties of merchantability, accuracy, title, non-infringement, or fitness for a particular purpose, or any warranties arising from usage of trade, course of dealing or course of performance. Without limiting the generality of the foregoing, Supplier specifically does not warrant that the Service will meet the requirements of the Buyer or any third party, that the Service or any reports or Output Data generated by the Service will be complete or accurate, or that the Service, any, reports or Output Data constitute professional engineering Service or that access to or operation of the Service will be without interruption, secure or error-free accordingly nothing in these Terms or in reports, Output Data or other document is to be construed as requiring Supplier to use (or to have used) anything greater than reasonable skill care and diligence. The Buyer acknowledges that any such Service, reports and/or Output Data are for informational purposes only. The Buyer also acknowledges that in entering into these Terms it has not relied on any promise, warranty or representation not expressly set forth herein or incorporated into these Terms by reference.

**13. INDEMNITY; LIMITATION OF LIABILITY.**

**13.1 Indemnity.**

- (a) By Buyer. Buyer shall indemnify and defend Supplier and its directors, officers, agents and employees, and hold them harmless, against any and all third-party

claims, suits, actions, loss, damages, liabilities, costs or expenses (including reasonable legal fees) ("Losses") to the extent arising out of: (i) Buyer's non-compliance with or violation of any applicable laws or regulations; (ii) misuse or unauthorised use of the Service by Buyer or any person who accesses the Service through Buyer; (iii) Buyer's breach of its confidentiality obligations or any other term of these Terms; or (iv) any claim that the Buyer Content infringes or misappropriates the Intellectual Property Rights or other rights of a third party.

- (b) By Supplier. Supplier shall indemnify and defend Buyer and its directors, officers, agents and employees, and hold them harmless, against any Losses to the extent arising out of: (i) any third-party claim that the Service infringes or allegedly infringes the Service copyright or other Intellectual Property Rights of any third party; or (ii) Supplier's breach of its confidentiality obligations or any other term of these Terms. If the Service, or any portion thereof become subject to any third-party suit, claim, action or demand ("Claim") or in Supplier's reasonable judgment is likely to become subject to a Claim, alleging that the Service infringe, misappropriate or violate a third party's intellectual property rights, Supplier may within a reasonable time, at its sole option and expense: (i) secure for Buyer the right to continue the use of such item; (ii) replace such item with a substantially equivalent item not subject to any such Claim; (iii) modify such item so that it becomes no longer subject to any such Claim; and/or (iv) contest the Claim. If Supplier determines, in Supplier's reasonable discretion, that it is not commercially feasible to procure the right to continued use of the applicable item or to replace or modify the applicable item as provided in clauses (i), (ii) and (iii) of the preceding sentence, Supplier may terminate access to the item, and Supplier's sole liability under this clause shall be to refund Buyer all fees and expenses paid by Buyer to Supplier for such item.
- (c) Process. All of the foregoing indemnity obligations of Supplier and Buyer are conditioned on: (a) the indemnified party notifying the indemnifying party promptly in writing of any actual or threatened Claim, provided that failure to give prompt notice shall not relieve the indemnifying party's obligation hereunder unless the indemnifying party's ability to defend the Claim is prejudiced in a material way; (b) the indemnified party giving the indemnifying party sole control of the defence thereof and any related settlement negotiations, and (c) the indemnified party cooperating and, at the indemnifying party's request and expense, assisting in such defence.
- (d) EXCLUSIVE REMEDY. This clause 13.1 states each party's entire liability and the other party's exclusive remedy for third-party infringement claims and actions.

## 13.2 Limitation of Liability.

- (a) Limitation of Liability. Notwithstanding any other provisions of the G-Cloud 14 Framework and/or the Call-Off Contract except for claims relating to a party's breach of confidentiality obligations or indemnification, to the extent permitted by

law, the total, cumulative liability of each party arising out of or related to these Terms, whether based on contract, in tort or any other legal or equitable theory, shall be limited to the amount paid by the Buyer under these Terms to Supplier during the twelve (12) months preceding the date when the first such claim against such party first accrued. The existence of more than one claim shall not enlarge this limit.

- (b) Notwithstanding any other provision of the G-Cloud 14 Framework and/or the Call-Off Contract, in no event shall Supplier be liable to the Buyer, including by way of indemnity, by virtue of any fiduciary duty, tort (including without limitation negligence), breach of contract or under any other legal doctrine or principle or otherwise at law and whether or not foreseeable at the date of entering into these Terms, for any special, indirect, incidental or consequential loss or damage; and/or any loss of profit or anticipated profit or savings, loss of revenue, loss of contracts or reputation, loss of production, loss of product, loss or corruption of data or information, loss of use or opportunity or loss of efficiency, loss of savings (whether anticipated or otherwise), loss of or damage to goodwill, loss of business, any claims by the Buyer's suppliers, contractors, customers whether based on alleged Supplier fault or otherwise, any financing or interest costs, increase in running and/or operating costs, costs of plant downtime, business interruption or downtime or any similar losses or claims and any pure economic loss, in each case whether direct or indirect, howsoever arising and regardless of cause including without limitation by the fault, breach of contract, tort (including concurrent or sole and exclusive negligence) breach of duty, strict liability or otherwise of Supplier and whether a claim is based on contract, at law, in equity or otherwise, which may arise out of or in connection with the Service and these Terms.

#### 14. TERM AND TERMINATION.

14.1 Term. These Terms shall be effective as of the Effective Date and shall continue in full force and effect until (a) the end date set forth in the Call-Off Contract; or (b) termination in accordance with these Terms.

14.2 Termination.

- (a) Uncured Breach. If any material breach of these Terms or of an Quotation occurs, and such breach is not cured within twenty-eight (28) days after written notice from the non-defaulting party, the non-breaching party shall have the right to terminate these Terms or the affected Quotation by giving written notice of termination to the breaching party, which termination shall be effective twenty-eight (28) days after receipt of such written notice of termination.
- (b) Violation of Limitations on Use. If Supplier reasonably believes that Buyer is violating or has violated clause 6.9 (Limitations on Use) in any material way, Supplier may suspend Buyer's access to the Service immediately. Supplier shall

provide written notice of any such suspension promptly to Buyer. If after good-faith discussion with Buyer, Supplier believes in its sole discretion that Buyer is violating or has violated clause 6.9 (Limitations on Use) in any material way, Supplier may terminate these Terms or any Quotation effective immediately upon written notice to Buyer.

- (c) Automatic Termination. On termination or non-renewal of the last-to-terminate of all Call-Off Contracts hereto, these Terms shall automatically terminate.
- (d) Insolvency, Etc. Either party may terminate these Terms or any Quotation immediately upon written notice to the other party if the other party becomes insolvent; is dissolved or liquidated; has a petition in bankruptcy, reorganization, dissolution or liquidation, or similar action filed by or against it; is adjudicated a bankrupt; has a receiver appointed for its business; or makes an assignment for the benefit of creditors.

#### 14.3 Effects of Termination.

Termination of the Service: Fees. Upon expiration or other termination of these Terms or any Quotation for any reason, Buyer shall immediately stop using, and Supplier shall stop providing access to the Service in accordance with the Quotation. Unless otherwise provided in an Quotation, subject to Buyer's full compliance with the terms of these Terms, including, without limitation clause 9 (Fees, Late Fees, Taxes), Buyer may continue to use indefinitely any and all Output Data uploaded or created prior to the effective date of expiration or termination of these Terms, whether in printed format or stored by Buyer on its servers outside of the Service, and as detailed in the Quotation. If these Terms are terminated by Buyer due to Supplier's uncured material breach under clause 14.2(a) above, then Supplier shall refund to Buyer, within twenty-eight (28) days after the effective date of termination, all prepaid fees for the remaining portion of any terminated Service. If these Terms or a Quotation is terminated by Supplier due to Buyer's uncured material breach under clause 14.2(a), then Buyer shall pay to Supplier, within twenty eight (28) days after the effective date of termination, any unpaid fees for the terminated Quotation that would have been payable for the remainder of the Subscription Term after the effective date of termination.

### 15. MISCELLANEOUS.

- 15.1 Governing Law. These Terms will be governed by the laws of England and Wales, without regard to the principles of conflicts of laws thereof. The parties submit to the exclusive jurisdiction of the English courts. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms hereunder and are hereby expressly excluded.
- 15.2 Relationship of Parties. These Terms do not create a joint venture, partnership, employment relationship or other agency relationship between the parties.

- 15.3 Compliance with Laws. Each party will comply with all applicable federal, state and local laws, rules and regulations, including export regulations and privacy laws ("Laws"). Buyer will be solely responsible for the compliance of Buyer Content with Laws and will comply with all Laws relating to the use, disclosure and transmission of such Buyer Content.
- 15.4 Force Majeure. Except for Buyer's payment obligations, neither party is responsible from any delay or failure to perform resulting from any act, event or circumstance or combination of acts, events or circumstances, the cause of which is neither of such party's making nor within that party's reasonable control which could not reasonably be planned for or avoided, including, without limitation, acts of God, acts of any governmental or supra-national authority, war or national emergencies, riots, civil commotion, fire, explosion, flood, epidemic or pandemic ("Force Majeure Event"). The delayed party will promptly notify the other party of any such event. If the Force Majeure Event prevents, hinders or delays the affected party's performance of its obligations for a continuous period of more than 8 weeks, the party not affected by the Force Majeure Event may terminate this agreement forthwith on written notice to the affected party.
- 15.5 No Waiver. Any failure or delay on the part of either party in the exercise of any right or privilege hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right or privilege preclude other or further exercise thereof or of any other right or privilege. All waivers and consents, if any, given hereunder shall be in writing.
- 15.6 Assignment. Neither party shall assign these Terms nor any of its rights, interests, privileges, licences or obligations hereunder without the other party's prior written permission; notwithstanding the foregoing Supplier may assign these Terms to an affiliate of Supplier, and each party may assign its rights and obligations hereunder to any successor-in-interest to all or substantially all of such party's assets to these Terms pertain.
- 15.7 Headings. The headings in these Terms are inserted for convenience of reference only, and are not intended to be a part of, or to affect the meaning or interpretation of, these Terms.
- 15.8 Severability. In the event that any provision of these Terms is found to be invalid, voidable or unenforceable by any court of law with competent jurisdiction, the parties agree that unless it materially affects the entire intent and purpose of these Terms, such invalidity, voidability or unenforceability shall not affect either the validity of these Terms or the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.
- 15.9 Equitable Relief. The parties each acknowledge that any breach of licence terms or restrictions or of clause 11 (Confidentiality) cannot adequately be compensated by damages in an action at law and that a breach or threatened breach of any such provision

would cause the non-breaching party irreparable injury and damage. The parties, therefore, agree that the non-breaching party shall be entitled, in addition to any other remedies it may have under these Terms or otherwise, to preliminary and permanent injunctive and other equitable relief to prevent or curtail any actual or threatened breach of licence terms or clause 11; provided, however, that no specification in these Terms of a specific legal or equitable remedy shall be construed as a waiver or prohibition against the pursuit of other legal or equitable remedies in the event of such a breach.

- 15.10 Survival. Any rights and obligations which by their nature survive and continue after the expiry or termination of these Terms shall survive and continue and shall bind the parties and their successors and assigns, until such obligations are fulfilled. Without limiting the foregoing, upon the expiration or termination of these Terms for any reason, clause 4 (Access to the Service ), 9 (Fees; Late Fees; Taxes), 10 (Proprietary Rights), 11 (Confidentiality), 12 (Disclaimer of Warranties), 13 (Indemnity; Limitation of Liability) and 14 (Term and Termination) of these Terms, together with any other provision required for their construction or enforcement, shall survive termination of these Terms for any reason.
- 15.11 Entire Agreement. These Terms constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.
- 15.12 Notices. Unless otherwise provided in these Terms, all notices, requests, consents and other communications required or permitted under these Terms will be in writing and will be sent to each party at the address set out in the recitals of these Terms, the Quotation, or any address later provided by such party as provided herein. All notices will be sent by registered or certified mail, or reputable overnight courier. All notices sent by registered or certified mail will be deemed effective on the fifth day after deposit in the mail. All notices sent by overnight carrier will be deemed effective the day after deposit or transmission, as applicable. If notices, requests or other communications required or permitted under these Terms are sent by email instead of by the methods noted above, the parties shall email to [hello@floodplatform.com](mailto:hello@floodplatform.com), with a copy to [NoticesEurope@jacobs.com](mailto:NoticesEurope@jacobs.com) in the case of Supplier; and to the contact noted in the Quotation in the case of the Buyer. An email shall be deemed to have been received at the time which it is sent or, if sent outside normal business hours (9am-5pm Monday-Friday except for bank holidays in England) at the time the email is sent.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE LEGALLY BOUND BY IT.