

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

1 GENERAL

These terms, in conjunction with the 1Spatial proposal and/or quotation (the "**Proposal**") apply to all sale of good and services by 1Spatial and shall apply in preference to and supersede any other terms and conditions referred to, offered or relied on by the Buyer, or implied by trade custom, practice or course of dealing and govern the supply by 1Spatial of the goods as described in the Proposal (the "**Goods**"), and the provision of consultancy services [as described in the Proposal] (the "**Services**"). 1Spatial will not be bound by any standard or printed terms furnished by the Buyer in any of its documents, unless expressly agreed by 1Spatial in writing.

2 DESCRIPTION

The description of the Goods and Services is given by way of identification only, and the use of such description shall not constitute a sale by description.

3 1SPATIAL SOFTWARE SPECIFICATION

Software produced and supplied by 1Spatial is as specified in the relevant Technical Product Description, details of which will be supplied on request.

4 THIRD PARTY SOFTWARE SPECIFICATION

Third party software ("**Third Party Software**") supplied by 1Spatial is as specified in the third party supplier's product literature, supplied on request.

5 THIRD PARTY DATA SPECIFICATION

Third party data ("**Third Party Data**") supplied by 1Spatial is as specified in the third party supplier's product literature, supplied on request.

6 CONSULTANCY SERVICES

Consultancy services may include project management, installation, configuration, training and support. These services shall be performed by appropriately qualified and trained personnel, with due care and diligence, and in accordance with good industry practice. They will conform to the accompanying Proposal and any specifications subsequently agreed upon in writing between the parties.

7 PRICE

7.1 The price is set out in the Proposal (the "**Price**"). All sums payable are in Pounds Sterling unless otherwise stated, and are exclusive of VAT and any other duties or surcharges which may be applicable.

7.2 Any variation to the Price as a result of government taxes and levies will be for the Buyer's account.

7.3 Travel and subsistence expenses shall be payable by the Buyer at cost where it is necessary for 1Spatial personnel to work away from its offices to supply the Goods and/or perform the Services.

8 VALIDITY

The offer is valid for 30 days from the date of the Proposal unless stated otherwise.

9 PAYMENT TERMS

9.1 Payment for Goods supplied will be strictly in accordance with the terms of the 1Spatial Proposal. In the absence of payment terms in the Proposal or as otherwise agreed between the parties, payment of invoices shall be made by or on behalf of the Buyer in full without deduction or set-off in cleared funds within 30 days from the date of invoice.

9.2 Should the purchase be made on behalf of the Buyer through a finance company the Buyer must inform 1Spatial and the finance company clearly identified at the time of order.

9.3 1Spatial shall be entitled to charge interest on any overdue amounts at the rate of 4% per annum over the Bank of England base rate from the due date until receipt by 1Spatial, whether before or after judgment for each month or part thereof that the debt remains outstanding. 1Spatial reserves the right to terminate the contract instead of charging interest on overdue amounts.

9.4 Where a contract for Services is entered into but subsequently postponed or cancelled, 1Spatial reserves the right to charge for any costs incurred by it or committed to third parties, including (but not limited to), non-refundable accommodation and transportation costs and Consultants' time where any Consultant(s) cannot otherwise be assigned to an alternative engagement.

10 OWNERSHIP

Notwithstanding any delivery or supply, the Goods shall remain the sole and exclusive property of 1Spatial until such time as the Buyer shall have paid to 1Spatial the Price in full in accordance with these terms.

11 SOFTWARE AND DATA

11.1 All software is supplied as executable code only, is subject to a licence and at all times remains the sole and exclusive property of the original owner.

11.2 The terms of the 1Spatial Software Licence Agreement shall apply to 1Spatial Software.

11.3 Third Party Software is supplied in accordance with the terms of the original owner's end-user licence terms and conditions.

11.4 Third Party Data is supplied in accordance with the terms of the original owner's end-user licence terms and conditions.

12 DELIVERY & SHIPPING

1Spatial will deliver the Goods by any method of transport at its disposal unless a preferred method of shipping is identified in advance by the Buyer. All transport and shipping charges will be passed on to the Buyer at cost and be payable in accordance with these terms.

13 INSTALLATION

When the Buyer expects 1Spatial to integrate Software or Third Party Software and equipment with the Buyer's own software and equipment, then, unless this work is fully identified separately in the contract of sale, 1Spatial shall be entitled to charge for the work involved in completing the installation at its usual consultancy rates.

14 ACCEPTANCE

Acceptance of the Software, Data and Services will occur on delivery unless acceptance tests have been agreed between the parties prior to delivery.

15 TIME

1Spatial undertakes to use its reasonable endeavours to dispatch the Goods and perform the Services on the promised delivery date, but does not guarantee to do so. Time of delivery shall not be the essence of the contract unless expressly agreed by 1Spatial in writing.

16 RISK

The risk in the Goods will pass to the Buyer at the time of delivery.

17 WARRANTY

17.1 **1Spatial Software** is supplied under the warranty terms described in the 1Spatial Standard Licence Agreement, supplied on request.

17.2 **Third Party Software** is supplied under the warranty terms described in the Third Party Standard Licence Agreement, supplied on request.

17.3 **Third Party Data.** 1Spatial provides no warranty and accepts no responsibility in respect of quality or integrity of any Third Party Data.

17.4 **Services:** 1Spatial warrants that for a period of 90 days from delivery, the services shall conform to any specifications agreed between the parties. If any of the Services are materially non-conforming during such period, 1Spatial shall take remedial action so that the Services and outputs conform to the agreed specifications.

18 SOFTWARE MAINTENANCE

Software maintenance for 1Spatial or Third Party software, if ordered, shall be the subject of a separate support and maintenance agreement.

19 LIABILITY

Should it be proven that loss or damage is caused by the default or negligence of the 1Spatial or its servants or agents, then the limit of liability shall not exceed the sum of £5,000,000 in respect of any event or series of connected events, other than injury including death to a person, due to negligence, for which no limit applies. In no event will the Company be liable for any loss of data, lost profits, or any special, indirect or consequential damages.

20 DATA PROTECTION

21.1 The parties agree that, to the extent applicable, 1Spatial is a processor and the Buyer is a controller for the purposes of processing personal data received from or on behalf of the Buyer in connection with the performance of the contract. Both parties shall at all times, in relation to their activities under these terms, comply with applicable data protection

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law and any other relevant data protection and privacy legislation in force from time to time.

21.2 The Buyer warrants that it is entitled, and to the extent required has obtained all requisite permissions, to require 1Spatial to process such personal data as contemplated by these terms.

21.2 1Spatial undertakes to the Buyer that it shall: (i) process any personal data only in accordance with these terms and the Buyer's lawful instructions; (ii) implement appropriate technical and organisational measures to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure; (iii) only permit the personal data to be processed by persons who are bound by enforceable obligations of confidentiality; (iv) remain entitled to appoint third party sub-processors in accordance with applicable data protection law; (v) notify the Buyer without delay after becoming aware that it has suffered a data breach; (vi) assist the Buyer in responding to requests from data subjects who are exercising their rights under applicable data protection law; (vii) and assist the Buyer in notifying a supervisory authority that the Buyer has suffered a personal data breach; communicating a personal data breach to an affected individual; carrying out an impact assessment; and where required under an impact assessment, engaging in prior consultation with a supervisory authority; and (viii) unless applicable law requires otherwise, upon termination of this contract delete all personal data provided by the Buyer to 1Spatial.

21 **FORCE MAJEURE**

If delivery is delayed by fire, accidents, or any other cause beyond the reasonable control of 1Spatial, a reasonable extension of time for delivery shall be granted and the Buyer shall pay such reasonable extra charges as shall have been occasioned by the delay. Either party may terminate the agreement if delay due to Force Majeure exceeds 6 months.

21 **LAW**

The Contract shall be deemed to have been made in England and the parties to the contract hereby submit to the jurisdiction of the English Courts. English law shall be the proper law of the contract.