

Product Specific Terms for Moata Geospatial

1 Introduction

- 1.1 These are our Product Specific Terms for Moata Geospatial and should be read in conjunction with our General Terms. They set out the terms and conditions that apply specifically in respect of Moata Geospatial. Subject to Section 1.2, these Product Specific Terms only apply to you, and shall only form part of a Contract between you and us, where you have subscribed to Moata Geospatial under the Contract.
- 1.2 These Product Specific Terms for Moata Geospatial shall also apply to you, and form part of a Contract between you and us, where you have subscribed to any one or more Geospatial Related Products – these being Moata products that utilise the mapping and other technology/functionality of Moata Geospatial. If a Moata Product is a Geospatial Related Product, the Product Specific Terms for that product will expressly confirm that the product is a Geospatial Related Product. You shall comply with these Product Specific Terms in respect of your use of each Geospatial Related Product.
- 1.3 For the avoidance of any doubt, the fact that you have subscribed to a Geospatial Related Product does not entitle you to access and use Moata Geospatial as a separate, standalone solution; you must purchase a subscription to Moata Geospatial in order to do this.
- 1.4 Words and expressions defined in these Moata Geospatial Product Specific Terms have the meanings given to them in these terms and conditions. Other words and expressions defined in our General Terms and Data Protection Terms have the same meaning in these Moata Geospatial Product Specific Terms.

2 Moata Geospatial

- 2.1 Our **Moata Geospatial** product is a technology-agnostic, web-based mapping solution. It is our geographic information system (GIS) and is powered by a location-based data analytics engine and provides rapid access to information. Moata Geospatial can be deployed in an open-source configuration, or integrated with existing vendors and solutions, such as Esri, and provides the foundational mapping components present in other Moata products. A summary of key features is available on our website at <https://www.mottmac.com/digital/moata-geospatial-learn-more>.
- 2.2 If you have subscribed to Moata Geospatial under a Contract, the key details relating to your Moata Geospatial subscription, including the subscription package you have selected, will be set out in the Order Form. We will discuss with you, based on your business requirements, the specific variation of the product most appropriate for your needs.

3 Accessing Moata Geospatial

- 3.1 In respect of a Contract under which you have subscribed to Moata Geospatial, you and your Users may, subject to the further provisions of the Contract (and, in particular, our General Terms and these Moata Geospatial Product Specific Terms), access and use Moata Geospatial through Moata pursuant to the Moata Licence in connection with the Agreed Scope of Use.
- 3.2 In respect of a Contract under which you have subscribed to Moata Geospatial, you and your Users may access and use Moata Geospatial either through Moata or by using an application programming interface (**API**) that is compatible with Moata Geospatial.

4 Using Moata Geospatial and/or any Geospatial Related Product(s)

- 4.1 In respect of a Contract under which you have subscribed for Moata Geospatial and/or any Geospatial Related Product, the data and information used by, or accessible through, Moata Geospatial and/or each Geospatial Related Product, as applicable, may typically include data and information:
- collected or curated by or on our behalf;
 - produced by us through the operation of Moata Geospatial or the Geospatial Related Product, as applicable;
 - made available to us by a third party;
 - that is openly available to the infrastructure industry or public at large; and/or
 - that you or your Users upload, or use in conjunction with, Moata, which will constitute Customer Data for the purposes of the Contract. You agree to minimise the amount of Personal Information in any such Customer Data as far as possible.
- 4.2 Where commercial data (Ordnance Survey, for example) is made available through Moata Geospatial and/or any Geospatial Related Product (e.g. via you sending it to us, where you request that we buy it on your behalf or where made available through an API), you warrant that you have the appropriate licence in place to allow us to use that information for the purposes of providing you with that commercial data via Moata Geospatial and/or the relevant Geospatial Related Product(s).

5 Data protection

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

6 Additional terms and conditions applicable to Moata Geospatial and/or any Geospatial Related Product(s)

- 6.1 Except as expressly set out below, your access to and use of Moata Geospatial and/or any Geospatial Related Product(s) under a Contract is subject to the additional terms and conditions set out in the Appendix to these Product Specific Terms for Moata Geospatial. You shall (and you shall ensure that your Users shall) comply with such terms and conditions at all times.
- 6.2 Moata Geospatial, any Geospatial Related Product(s) and/or our mapping components may be made available in two forms; (i) an open-source configuration; or (ii) a vendor-specific (Esri) configuration. We will discuss with you your business needs and make a recommendation on which mapping solution will best meet your business requirements. Your decision in relation to this solution will be documented in the Order Form in respect of Moata Geospatial or the relevant Geospatial Related Product.

- 6.3 We may deploy Moata Geospatial, a Geospatial Related Product and/or any of our mapping components based on open-source and our own proprietary technologies, depending upon the features and functionality you require. In this instance, the additional vendor-specific terms in the Appendix to these Product Specific Terms will not apply. If this is the case, we will clearly set this out in the Order Form for the relevant Contract (and, unless such matters are so documented in the Order Form, you shall comply with the terms and conditions set out in the Appendix to these Product Specific Terms).
- 6.4 Where certain functionalities or vendor-specific integrations are required (e.g. Esri StoryMaps) by you, either as part of Moata Geospatial or any Geospatial Related Product, we will deploy a solution configuration which, in addition to our proprietary technology, utilises Esri back-end technologies and data. This Esri "Authorised Sublicense Material" may include a variety of products such as ArcGIS Enterprise and ArcGIS Online, and associated documentation as well as "Data" such as maps, layers, geocoding data, and other resources created, compiled or maintained by Esri. For the avoidance of doubt and without limitation, the provisions in the Appendix will apply to you in relation to those arrangements. These terms and conditions relate to certain third party components, functions or features that may be made available as part of, or third party services that underpin the provision of, Moata Geospatial, the relevant Geospatial Related Product and/or mapping components, as applicable. As part of the Mott MacDonald Group's contractual arrangements with the third parties that provide such components, functions, features and services, we are required to ensure that you comply with such terms and conditions.

7 Other

- 7.1 Sections 1, 4.2, 5 and 7.1 of these Moata Geospatial Product Specific Terms shall survive the termination or expiry of your subscription to Moata Geospatial and/or any Geospatial Related Product(s), and the termination of any Contract of which these Moata Geospatial Product Specific Terms form part, and shall continue to apply, as shall any other provision which by its nature is intended to survive such termination or expiry.

Appendix: Additional terms and conditions

These additional terms apply to you in respect of a Contract if the Moata Product for which you subscribe utilises an Esri-variant of our mapping solution, including but not limited to, Moata Geospatial or any other Geospatial Related Products:

- 1) To the extent permitted by law:
 - (a) Esri, it's licensors and distributors shall not be liable for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from the use of a Moata Product; or
 - (b) we and Esri, it's licensors and distributors shall not be liable for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from the data supplied by Esri.
- 2) You will, if applicable, comply with all relevant export laws and regulations of the United States, including, but not limited to the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), and the United States Department of Treasury, Office of Foreign Assets Control (OFAC) regulations, and to ensure that Moata Products and Esri products, or any direct product thereof, are not exported, reexported, transferred, diverted, used, or accessed, directly or indirectly, in violation of any United States export laws and regulations. When applicable, you will provide us and Esri with information about your export and distribution activities as may be required for us and Esri to meet our obligations under the United States export control laws and regulations.
- 3) You shall not remove or obscure any patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any authorised sublicense material, output, metadata file, or online or hard-copy attribution page of any data with respect to authorised sublicense material.
- 4) Esri and its licensors do not warrant that Data and authorised sublicense material will meet your needs or expectations; that the use of such will be uninterrupted; or that all nonconformities can or will be corrected. Esri does not offer any warranties or indemnities to you in relation to the same.
- 5) Esri authorised sublicense material is for your internal business use only and not to be used for any revenue-generating activities.
- 6) You shall not use the authorised sublicense material within any other product or service, independently from a Moata Product.
- 7) You shall not share login credentials. A license may be reassigned to another user, if required.
- 8) You shall not store, cache, use, upload, distribute, or sublicense content or otherwise using authorised sublicense material in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, non-discrimination laws, export laws, or any other applicable law or regulation.
- 9) All terms in the general Esri master click-through agreement [E204CW](#) are disclaimed.

We reserve the right to update these terms from time to time in line with updates to the associated Esri terms. The latest product-specific Esri terms, available here [E300 Product-Specific Terms of Use Dec 07 2022 \(esri.com\)](#) shall apply.

Esri may, depending on the information provided and the Moata Products you require, qualify as a Sub-processor, with respect to personal information. In such circumstances the associated Esri data processing addendum is available here [G666 Data Processing Addendum Jun 23 2022 \(esri.com\)](#).