

DATED 1ST NOVEMBER 2024

SOFTWARE AS A SERVICE AGREEMENT

relating to 1Streetworks' Traffic Management Planning Automation (TMPA) Solution

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THIS AGREEMENT

PARTIES

- (1) **1SPATIAL GROUP LIMITED**, incorporated and registered in England and Wales with company number 04785688 whose registered office is at Tennyson House Cambridge Business Park, Cowley Road, Cambridge, Cambridgeshire, CB4 0WZ (**1Spatial**);
- (2) **The Customer**, any individual, company or organisation that uses the 1Streetworks/TMPA system for any aspect of the planning and management of traffic management and associated works. (**Customer**).

BACKGROUND

- (A) 1Spatial has developed the Traffic Management Planning Automation (TMPA) software application which it intends to make available to customers via the internet on a subscription basis for the purpose of assisting in the production of street works signing, lighting, and guarding layouts and inventory lists in accordance with the 'Red Book' (Safety at Street Works and Road Works: A Code of Practice).
- (B) 1Spatial has agreed to provide and the Customer has agreed to take and pay for 1Spatial's TMPA service subject to the terms and conditions of this agreement.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Accepted TMPA Plan:	Any TMPA Plan accepted or created by the authorised user within the Software.
Authorised Users:	each individual authorised user (being an employee, agent or independent contractor) of the Customer to whom a User Account has been made available, authorising them to access and use the Services to produce one or more TMPA Plans.
Commencement Date:	Being the date on which system access is granted.
Confidential Information:	information that is (a) proprietary or confidential and is either clearly labelled as such, or (b) identified as Confidential Information in clause 10.1.
Content:	all information, data, text, messages, software, sound, music, video, photographs, graphics, images, tags and other content that 1Spatial incorporates into the Software and the Services but for the avoidance of doubt does not include Customer Data.
Customer Data:	the data inputted by the Customer or Authorised Users (or 1Spatial on the Customer's behalf) for the purpose

of using the Services or facilitating the Customer's use of the Services.

Data Protection Legislation:

all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018); the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data.

Effective Date:

See schedule 2.

Fees:

the fees payable by the Customer to 1Spatial for each TMPA Plan, as calculated in accordance with Schedule 2.

Good Industry Practice

means the exercise of that degree of skill, diligence, prudence, foresight and operating practice which, at the relevant time, would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same type of undertaking seeking in good faith to comply with its contractual obligations, complying with all applicable laws, statute, regulations and codes of practice under the same or similar circumstances and having regard to applicable British and European standards.

Intellectual Property Rights:

patents, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) 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.

Services:

the services provided by 1Spatial to the Customer under this agreement, including the making available to Authorised Users via website of access to the

Software to produce TMPA Plans (or such other method of access agreed in writing between the parties) and the support Services described in Schedule 1.

Software: the 1Streetworks TMPA software application provided by 1Spatial as part of the Services, as more particularly described in Schedule 1.

TMPA Plan: a traffic management plan produced by an Authorised User via the Services.

Contract Duration: The period for which access to the system has been granted months from the Commencement Date.

User Account: a user account made available to an Authorised User pursuant to this agreement.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1Spatial's Permitted Use Policy: the downloading and attachment of pdf copies of TMPA Plans to works management systems and transferring, printing or use of the TMPA Plans for the carrying out of works pursuant the Customer's operational business. This includes the attachment of pdf copies of TMPA Plans to works instructions and associated systems, the use of these pdf copies of TMPA Plans in conjunction with permitting systems such as Street Manager (DfT Permitting Application) and access to the Software by the Customer's employees and other parties, permitted by the Customer from time to time, via browser enabled devices for the delivery of works pursuant to the Customer's intended purpose.

1.2 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.

- 1.3 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.

2. SERVICES

- 2.1 Subject to and in consideration of the Customer's payment of the Fees in accordance with clause 4 and compliance with the terms and conditions of this agreement and Good Industry Practice, 1Spatial hereby grants to the Customer a non-exclusive, non-transferable licence, without the right to grant sublicences, to permit the Authorised Users to use the Services during the licence period solely for the Customer's internal business operations.
- 2.2 1Spatial shall, as part of the Services, provide support for the Customer's use of the Services as described in Schedule 1.
- 2.3 1Spatial is entitled to make changes to the Software and the Services at any time without notice to the Customer provided that where 1Spatial makes a change that has a material impact on the Customer's use of the Software or Services, the Customer may terminate the agreement upon giving the 1Spatial written notice.
- 2.4 The Customer is responsible for verifying and implementing each TMPA Plan in accordance with clause 7.1.

3. AUTHORISED USERS

- 3.1 In relation to the Authorised Users, the Customer undertakes that:
- (a) it is solely responsible for the acts and omissions of the Authorised Users;
 - (b) it will not allow any User Account to be used by more than one individual Authorised User;
 - (c) each Authorised User shall keep a secure password for their use of the Software, and that each Authorised User shall keep their password confidential; and
 - (d) if requested or directed by 1Spatial, it shall maintain a written, up to date list of current Authorised Users and provide such list to 1Spatial within 1 day of 1Spatial's written request at any time or times.
- 3.2 The Customer shall not access, store, distribute or transmit during the course of its use of the Services any material that:
- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (b) facilitates illegal activity;
 - (c) depicts sexually explicit images;
 - (d) promotes unlawful violence;
 - (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

(f) is otherwise illegal or causes damage or injury to any person or property;

and 1Spatial reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's and/or each Authorised User's access to the Services in the event of a breach of this clause.

3.3 Save as permitted by 1Spatial's Permitted Use Policy or necessary for the use of the Services by the Customer in accordance with this agreement, the Customer shall not and procure that the Authorised Users shall not:

(a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:

(i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Content (as applicable) in any form or media or by any means; or

(ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software or Services; or

(b) copy, cut, crop, paste or transfer any data, plans, lists, documents (including PDFs), or other materials or information obtained through the Services (including TMPA Plans and Content, or parts thereof) into the Customer's own or any third-party's software program(s) or storage media, or modify any of the same in any way, or otherwise print or use such materials or information; or.

(c) access all or any part of the Services and Content in order to build a product or service which competes with the Services and/or the Content; or

(d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Content available to any third party except the Authorised Users, or

(e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Content, other than as provided under this clause 2; or

(f) introduce or permit the introduction of, any Virus into 1Spatial's network and information systems,

and 1Spatial reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's and each Authorised User's access to the Services, and/or to terminate this agreement immediately without notice to the Customer, in the event of a breach of this clause.

3.4 The Customer shall use reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Content and, in the event of any such unauthorised access or use, promptly notify 1Spatial.

3.5 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

4. CHARGES AND PAYMENT

4.1 The Fees to be paid by the Customer to 1Spatial for Accepted TMPA Plans are to be calculated in accordance with this clause 4 and Schedule 2. The Customer shall pay the Fees to 1Spatial for the Services in accordance with this clause 4.

4.2 Unless otherwise set out in Schedule 2, 1Spatial shall invoice the Customer at the end of each month for the Fees payable by the Customer in respect of the Accepted TMPA Plans accepted by the Customer during that month.

4.3 All undisputed amounts due under this agreement shall be paid by the Customer to 1Spatial in full within 30 days of the date of invoice, without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

4.4 If 1Spatial has not received payment on the due date, and without prejudice to any other rights and remedies of 1Spatial:

(a) 1Spatial may, without liability to the Customer, suspend or disable the Customer's and or any Authorised User's access to all or part of the Services and 1Spatial shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid. 1Spatial may also charge a reasonable re-activation fee to reinstate any User Accounts; and

(b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of 1Spatial's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

4.5 All amounts and fees stated or referred to in this agreement:

(a) are non-cancellable and non-refundable;

(b) are exclusive of value added tax, which shall be added to 1Spatial's invoice(s) at the appropriate rate.

4.6 Any and all expenses, costs and charges incurred by either party in the performance of that party's obligations under this agreement shall be paid that party unless the other party has expressly agreed beforehand in writing to pay such expenses, costs and charges.

5. THIRD PARTY DATA

In order to provide the Services and produce TMPA Plans, 1Spatial relies on data provided by Ordinance Survey and other third party providers. 1Spatial has no means of verifying the accuracy of such data, and as such shall not be liable for any claims, actions, proceedings, losses, damages, expenses or costs arising as a result of any error or inaccuracy in the

information provided by Ordinance Survey (or its successor or equivalent body) or any third party.

6. 1SPATIAL'S OBLIGATIONS

6.1 1Spatial shall perform and make available the Services with reasonable skill and care, Good Industry Practice and in accordance with Schedule 1.

6.2 The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to 1Spatial's instructions, or modification or alteration of the Services by any party other than 1Spatial or 1Spatial's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, 1Spatial will, at its expense, attempt to correct any such non-conformance, or provide the Customer with an alternative means of accomplishing the desired performance.

6.3 1Spatial:

- (a) Shall use Good Industry Practice to ensure (but does not warrant) that:
 - (i) the Customer's use of the Services will be uninterrupted or error-free;
 - (ii) the Services, Content and/or the TMPA Plans and/or the information obtained by the Customer through the Services will meet the Customer's requirements;
 - (iii) that the Services, Content and/or the TMPA Plans will comply with any laws, regulations, codes, guidance or standards, which are applicable to the Customer relating to security of network and information systems and security breach and incident reporting requirements;
 - (iv) the Software or the Services will be free from Viruses; and
- (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from:
 - (i) any inaccuracies or errors in the Customer Data or that are otherwise caused by the Customer or an Authorised User;
 - (ii) the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities; or
 - (iii) any breach by the Customer of its obligations under clause 7.1.

6.4 The Customer shall own the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

6.5 1Spatial shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by 1Spatial to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable).

7. CUSTOMER'S OBLIGATIONS

7.1 The Customer acknowledges and agrees that:

- (a) the Services are intended to expedite the creation of traffic management plans, the creation of which (without the use of the Software) would involve significant time and expenditure on the part of the Customer;
- (b) it is the Customer's sole responsibility to ensure that each TMPA Plan created using the Software is reviewed by a suitably qualified and adequately trained individual to ensure that the TMPA Plan is suitable for the Customer's purposes and in accordance with all applicable laws, regulations, industry standards and guidelines (including in relation to health and safety);
- (c) TMPA Plans are not intended to be used to implement traffic management measures without being verified by a suitably qualified and adequately trained individual; and
- (d) it is the Customer's sole responsibility to ensure that that the implementation and deployment of traffic measures by or on behalf of the Customer pursuant to each TMPA Plan is carried out by a suitably qualified and adequately trained individual in accordance all applicable laws, regulations, industry standards and guidelines (including in relation to health and safety).

7.2 The Customer shall:

- (a) provide 1Spatial with:
 - (i) all reasonable co-operation in relation to this agreement; and
 - (ii) full access to such information as may reasonably be required by 1Spatial; in order to provide the Services, including access to Customer Data, security access information and configuration assistance services;
- (b) carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's performance of its responsibilities, 1Spatial may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (c) use reasonable endeavours to ensure that the Authorised Users use the Services in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;
- (d) obtain and shall maintain all necessary licences, consents, and permissions necessary for 1Spatial, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;
- (e) maintain full and proper records relating to the Customer's activities under this agreement, and allow 1Spatial (or 1Spatial's nominee), on reasonable notice, access to all accounts and records relating to the Services, User Accounts and TMPA Plans for the purpose of inspection and to audit compliance with this agreement;

- (f) be, to the extent permitted by law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to 1Spatial's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

8. COMPLIANCE WITH LAWS

Each party shall comply with all applicable laws, regulations and any mandatory rules or guidance issued by any regulatory body relating to its performance of this agreement.

9. PROPRIETARY RIGHTS

- 9.1 The Customer acknowledges and agrees that 1Spatial and/or its licensors own all Intellectual Property Rights in and relating to the Services and the Content (including any such Intellectual Property Rights created by 1Spatial during the term of this agreement). Subject to the paying the fees, a royalty free licence is granted for plans produced as .pdf documents. Except as expressly stated herein, this agreement does not grant the Customer any Intellectual Property Rights or any other rights or licences in respect of the Services or the Content. To the extent that such Intellectual Property Rights do not so vest in 1Spatial automatically by operation of law or under this agreement, the Customer hereby assign (by way of present and, where appropriate, future assignment) to 1Spatial with full title guarantee all existing and future Intellectual Property Rights in the Services, Software and the Content.
- 9.2 The Customer hereby grants to 1Spatial a non-exclusive, transferable, sublicensable, royalty-free licence to use and process the Customer Data solely for the purpose of providing the Services to the Customer for the duration of this agreement.
- 9.3 1Spatial shall indemnify the Customer against any claim brought against the Customer or Authorised User for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with receiving the Services or using the Software or any TMAP Plans produced using the Software.

10. CONFIDENTIALITY

- 10.1 **Confidential Information** means all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives whether before or after the date of this agreement in connection with provision of the Services, including but not limited to:
 - (a) the terms of this agreement or any agreement entered into in connection with this agreement;
 - (b) any information that would be regarded as confidential by a reasonable business person relating to:

- (i) the business, assets, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the group of companies to which the disclosing party belongs);
- (c) any information developed by the parties in the course of carrying out this agreement;

and the parties agree that:

- (d) details of the Services and all information relating thereto (including in respect of pricing, technology, discoveries, inventions, designs, source code, financial data (in each case whether or not designated as confidential)) and the results of any performance tests of the Services, shall constitute 1Spatial's Confidential Information; and
- (e) Customer Data shall constitute the Customer's Confidential Information; and
- (f) **Representatives** means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.

10.2 The provisions of this clause shall not apply to any Confidential Information that:

- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
- (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
- (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
- (d) is developed by or for the receiving party independently of the information disclosed by the disclosing party.

10.3 Each party shall keep the other party's Confidential Information secret and confidential and shall not:

- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement (**Permitted Purpose**); or
- (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 10.

10.4 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that at all

times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.

- 10.5 A party may disclose the other party's Confidential Information to the Representatives of Kent County Council if requests for information are received, provided that at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause. In this circumstance, Confidential Information will not be unreasonably withheld.
- 10.6 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.
- 10.7 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to the other party, or to be implied from this agreement.
- 10.8 Except as expressly stated in this agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.
- 10.9 The above provisions of this clause 10 shall continue to apply after termination of this agreement.

11. DATA PROTECTION

- 11.1 In this clause controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures shall have the meaning given in the Data Protection Legislation.
- 11.2 Both parties will comply with all applicable requirements of the Data Protection Legislation with regards to the Customer Data. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 11.3 The parties acknowledge that:
- (a) to the extent that 1Spatial processes any personal data on the Customer's behalf when performing its obligations under this agreement, the Customer is the controller and 1Spatial is the processor for the purposes of the Data Protection Legislation;
 - (b) Schedule 3 sets out the scope, nature and purpose of processing by 1Spatial, the duration of the processing and the types of personal data and categories of data subject; and
 - (c) the personal data may be transferred or stored outside the UK in order for 1Spatial to carry out the Services.

- 11.4 The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to 1Spatial (and its hosting provider(s)) for the duration and purposes of this agreement.
- 11.5 1Spatial shall, in relation to any personal data processed in connection with the performance by 1Spatial of its obligations under this agreement:
- (a) process that personal data only in accordance with this agreement or on the documented written instructions of the Customer unless 1Spatial is required to process personal data by any applicable laws;
 - (b) provide reasonable assistance to the Customer, at the Customer's cost, in responding to any request from a data subject and in connection compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (c) notify the Customer without undue delay on becoming aware of a personal data breach;
 - (d) at the written direction and cost of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless required by applicable laws to store the personal data (and for these purposes the term "delete" shall mean to put such data beyond use); and
 - (e) maintain complete and accurate records and information to demonstrate its compliance with this clause 11.5.
- 11.6 Each party shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.
- 11.7 The Customer consents to 1Spatial appointing cloud web hosting service providers as third-party processors of personal data under this agreement. 1Spatial confirms that it has entered or (as the case may be) will enter into with the third-party processor a written agreement substantially on that third party's standard terms of business or incorporating terms which are substantially similar to those set out in this clause 11.

12. INDEMNITY

The Customer shall defend, indemnify and hold harmless 1Spatial against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Customer's use of the Services and/or Content but only where the use of the Services and/or Content are in breach of this agreement.

13. LIMITATION OF LIABILITY AND INSURANCE

- 13.1 The limitations and exclusions set out in this clause are considered fair and reasonable by the parties having regard to the fact that the Software and Services are intended only to expedite the creation of traffic management plans by the Customer, and that the Customer should rely on any TMPA Plan without complying with its obligations under clause 7.1.
- 13.2 The Customer assumes sole responsibility for (a) TMPA Plans and other deliverables or results obtained from the use of the Services (and for any conclusions drawn from such use), (b) verifying that TMPA Plans are suitable for the Customer's purposes and are in accordance with all applicable laws, regulations, industry standards and guidelines, (c) implementing TMPA Plans (including by deploying traffic management equipment) in accordance with all applicable laws, regulations, industry standards and guidelines.
- 13.3 1Spatial shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to 1Spatial by the Customer in connection with the Services, or any actions taken by 1Spatial at the Customer's direction.
- 13.4 Except as expressly and specifically provided in this agreement, the Services and the TMPA Plans are provided to the Customer on an "as is" basis and all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement.
- 13.5 Nothing in this agreement excludes or limits the liability of 1Spatial:
- (a) for death or personal injury caused by 1Spatial's negligence;
 - (b) for fraud or fraudulent misrepresentation;
 - (c) breach of Clause 9.3 (Breach of third party intellectual property rights);
 - (d) breach of Clause 10 (Confidentiality);
 - (e) breach of Clause 11 (Data Protection).
- 13.6 Subject to clause 13.5:
- (a) neither party shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any: loss of profits; loss of business; depletion of goodwill or similar losses; loss of anticipated savings; loss of goods; loss or corruption of data or information; or any special, indirect, consequential or pure economic loss; and
 - (b) 1Spatial's total aggregate liability to the Customer, whether in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall in all circumstances be limited to:

- (i) in relation to any liability arising in connection with a TMPA Plan produced under this agreement, an amount equal to the price paid by the Customer for the relevant TMPA Plan; or
- (ii) in relation to any other liability arising under or in connection with this agreement, 100% of the contract value.

13.7 Nothing in this agreement excludes or limits the liability of the Customer:

- (a) for death or personal injury caused by the Customer's negligence;
- (b) for fraud or fraudulent misrepresentation;
- (c) to pay the Fees for Services delivered in accordance with this agreement;
- (d) for any breach, infringement or misappropriation of 1Spatial's Intellectual Property Rights;
- (e) for breach of Clause 10 (Confidentiality); or
- (f) for breach of Clause 11 (Data Protection).

13.8 Subject to Clause 13.6(a) and Clause 13.7 the Customer's liability to 1Spatial, whether in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall in all circumstances be limited to 100% of the contract value.

13.9 1Spatial shall procure and maintain in force for the duration of this agreement the insurance policies on terms set out below and at the levels of cover set out below and any other insurance that 1Spatial is required to obtain or maintain under Applicable Law in terms and levels to cover everything a reasonably prudent service provider would insure when providing services similar to the Services provided under this agreement.

13.10 The Service Provider's insurance policies shall be with reputable insurance companies licensed to carry on business in the United Kingdom with a Standard and Poors or equivalent rating of A minus.

13.11 Upon the written request of the Customer, which may not be made more than once in any twelve (12) month period, 1Spatial will provide satisfactory written evidence confirmation from its brokers to the Customer that all of the insurance policies required to be maintained under this Clause 13 are current and in effect and suitable to cover the obligations and liabilities assumed by 1Spatial under this Agreement

13.12 1Spatial shall procure and maintain in force for the duration of this agreement:

- (a) Professional indemnity insurance in respect of all professional advice and design services provided of at least **£10 million per claim and in the annual aggregate**;
- (b) Public and products liability insurance in respect of death or bodily injury, illness or disease contracted by any person, or any loss of or damage to tangible property however so arising of at least **£5 million for each and every claim**;

(c) Employer's liability insurance to comply with its statutory obligations;

- 13.13 1Spatial shall, during the term of this agreement, and for a period of six years thereafter:
- a) administer the insurance policies and 1Spatial's relationship with its insurers at all times to preserve the benefits for the Customer set out in this agreement;
 - b) not do or allow to be done any act or thing which shall vitiate, or fail to do any act or thing the failure of which shall vitiate any of the insurances;
 - c) procure that the terms of such policies are not altered in such a way as to diminish the benefit of the policies for the Customer.
- 13.14 1Spatial's insurance policies shall include a provision requiring the insurer to indemnify the Customer for any loss which the Customer becomes liable to pay as a result of a claim made against the Customer by any person or entity (other than 1Spatial) which results directly from an act, error or omission of 1Spatial or any sub-contractor in relation to any matter arising out of the Services (this may be by way of indemnity to principal or as co-insured on the policy).
- 13.15 The terms and conditions of any insurance policy shall not include any term or condition to the effect that 1Spatial must discharge any liability before being entitled to recover from the insurers, or any other term or condition which might adversely affect the rights of any person to recover from the insurers pursuant to the Third Parties (Rights Against Insurers) Act 2010.
- 13.16 1Spatial shall comply with all conditions laid down in the insurance policies. Should the 1Spatial fail to comply with any condition imposed by the insurance policies effected pursuant to this agreement 1Spatial shall indemnify the Customer against all losses and claims arising from such failure.
- 13.17 This Clause 13 shall survive termination of the agreement.

14. TERM AND TERMINATION

- 14.1 This agreement shall, unless otherwise terminated in accordance with its terms, commence on the Effective Date and shall automatically expire at the end of the licence period.
- 14.2 Both parties may terminate this agreement for convenience upon giving 3 months notice.
- 14.3 1Spatial may terminate this agreement if the Customer fails to pay any amount due under this agreement on the due date for payment and such payment remains outstanding for a further 14 days following receipt of a written reminder from 1Spatial.
- 14.4 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any other term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 3 days after being notified in writing to do so;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (**IA 1986**) as if the words “it is proved to the satisfaction of the court” did not appear in sections 123(1)(e) or 123(2) of the IA 1986;
- (c) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (d) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- (e) the other party’s financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy; or
- (f) there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).

14.5 On termination of this agreement for any reason:

- (a) all licences granted under this agreement shall immediately terminate and the Customer shall immediately cease all use of the Services, provided that the Customer shall be entitled to continue to use any TMPA Plans created during the term of this agreement to fulfil the Customer’s contractual and legal obligations to its customers and any relevant regulatory bodies relating to the implementation of traffic management measures, subject to the terms of this agreement;
- (b) each party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other party;
- (c) 1Spatial may destroy or otherwise dispose of any of the Customer Data in its possession unless 1Spatial receives, no later than 14 days after the effective date of the termination of this agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. 1Spatial shall use reasonable endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by 1Spatial in returning the Customer Data; and
- (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach

of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

- 14.6 Any provision of this agreement that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

15. NON-SOLICITATION

- 15.1 Neither party offer employment to or solicit the other's personnel (including employees and consultants) who within 3 months of such action have been involved directly in the provision or receipt of Services or otherwise connected to this agreement (except where an individual responds directly to a general recruitment campaign) nor knowingly use the services of any such personnel (either directly or via a third party) for a period of 3 months from the date that the individual concerned ceases to be permanently involved with the provision or receipt of Services.

- 15.2 In the event that the other party breaches clause 15.1, without prejudice to that party's other rights, the breaching party shall pay to the other party on demand by way of liquidated damages an amount equal to 150% of the then current gross annual salary or fee of the individual concerned.

16. FORCE MAJEURE

Subject to clause 13.7, neither party shall in any circumstances be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, hacking or denial of service attack, failure of any supplier (including internet or cloud web hosting service provider), act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, epidemic or pandemic, breakdown of plant or machinery, fire, flood, or storm. In such circumstances the affected party shall promptly notify the unaffected party of the relevant event and its expected duration, and shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for 1 month, the party not affected may terminate this agreement by giving 14 days' written notice to the other party.

17. GENERAL

- 17.1 **Reputation.** The parties shall refrain from any practices or activities that would, or that may be reasonably expected to, negatively impact on the other party's business or reputation.
- 17.2 **Conflict.** If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail

- 17.3 **Variation.** No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 17.4 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 17.5 **Rights and remedies.** Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 17.6 **Severance.** If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this agreement is deemed deleted under this clause the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 17.7 **Entire agreement.** This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 17.8 **Assignment.** Neither party shall, without the prior written consent of the other party, assign, novate, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 17.9 **No partnership or agency.** Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 17.10 **Third party rights.** This agreement does not confer any rights on any person or party (other than the parties to this agreement, SPN and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 17.11 **Counterparts.** This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of the executed signature page of a counterpart of this agreement by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an

executed "wet-ink" counterpart of this agreement. No counterpart shall be effective until each party has provided to the other at least one executed counterpart.

17.12 **Notices.** Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

sent by email to the primary email address of the other party. Any notice shall be deemed to have been received:

- (b) if delivered by hand, at the time the notice is left at the proper address;
- (c) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
- (d) if sent by email, at the time of transmission, or, if this time falls outside the receiving party's normal business hours, when business hours resume.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17.13 **Governing law.** This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.

17.14 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

SCHEDULE 1 – SOFTWARE, SERVICES AND SUPPORT

TMPA Overview

1Spatial uses cloud computing to support 1Streetworks. 1Spatial will create, manage, and update the underlying infrastructure. The infrastructure is a secure-by-design, scalable, and robust solution. The following document answers many of the common technical questions around the solution.

Data Retention

All plans created on 1Streetworks will be immediately available for 2 years. This includes not only the final PDF of the road plan that was generated, but any prior versions of that same plan, as well as corresponding metadata including which named user generated the plan, and at what time. After 2 years, data is archived and can be requested via support request.

Plan data is backed up daily and those back-ups are retained for 6 months. Data includes plan data, user data, and associated metadata. Data is encrypted at rest using AES-256 security protocol and encrypted in transit using secure database connections

Uptime

1Streetworks will be accessible 24/7/365. The hosted production environment will have guaranteed availability, with 99% uptime between the hours of 9 AM – 5.30 PM UK Standard Time, Monday through Friday. During this time, 1Spatial will also respond within 60 minutes of a critical report system outage to notify customers. 1Spatial also will within reasonable notice also alert the client of any planned downtime. Immediate Support access is based within the United Kingdom.

Currently, all hosted infrastructure is based in the UK Azure data centres.

The hosted environment is by default multi-tenant, where a tenant can only have access to their own instance. Access is managed by 1Spatial, and new user access are handled via a support request. Access is on a granular basis – users can create and edit plans, or only view them.

Deployment

1Spatial will deploy the TMPA software to a 1Spatial hosted environment and provide managed services of the environment, including data storage, data retention, user access, and disaster recovery. 1Spatial will communicate to customers ahead of time any software updates or emergency patches, including any time when the system may be unavailable or running at a reduced capacity

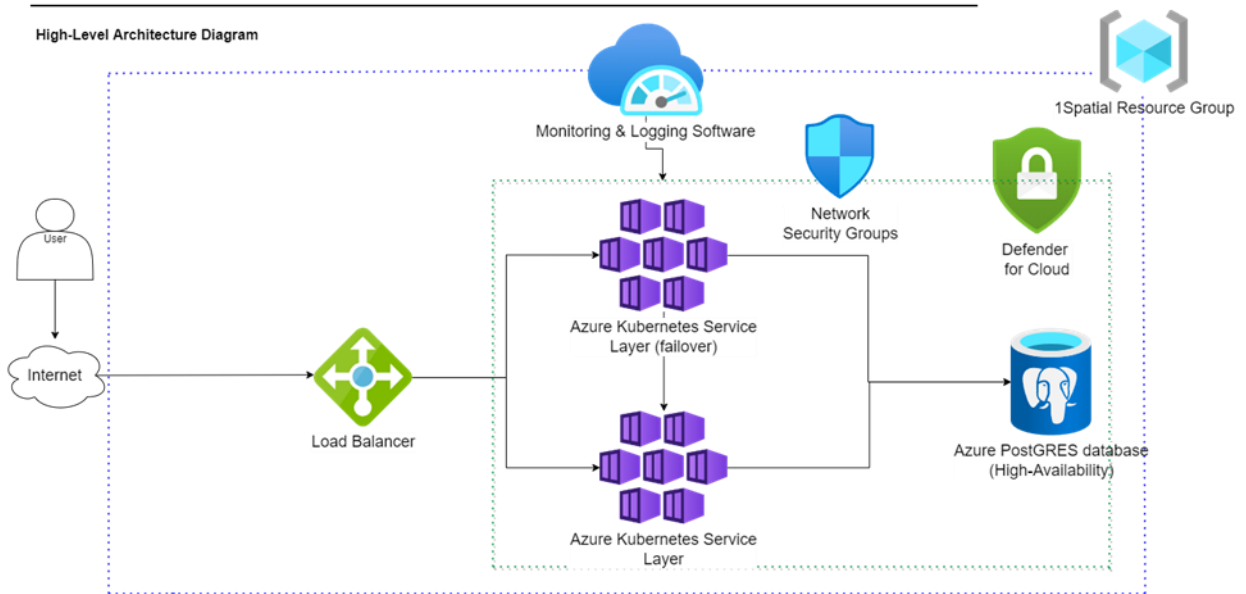
Roles & Responsibilities

As part of managed services, 1Spatial will:

- Maintain the 1Spatial software installations that form the supporting platform of 1Streetworks
- Perform up to four (software & rule package) upgrades each year, providing release notes and documentation ahead of time.
- Perform (software & rule package) testing in a separate environment to ensure no unexpected breaking changes.
- After passing this testing, 1Spatial will coordinate with the client to schedule any downtime required to upgrades to the instance. New releases will be available first on a trial environment, before it is available on the production environment

- Perform patching where required on the infrastructure for security and software.

1Spatial TMPA



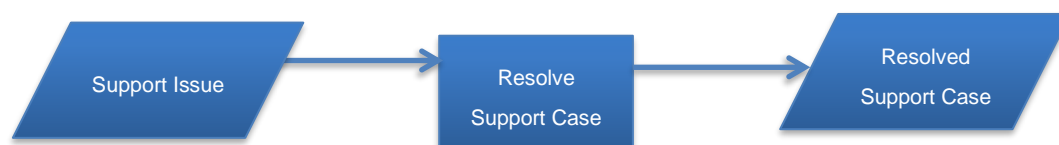
List of Cloud Tooling

Please note: The list is illustrative and not binding. 1Spatial may review what tooling they are using regularly as part of an architecture review. Where there are major changes, this document will be updated:

- High-Availability Containerisation Services (currently Azure Kubernetes Service)
- High-Availability Database Services (currently Azure PostgreSQL) including encrypted disk storage
- Security Tooling including:
 - Windows Defender for Cloud
 - Microsoft Azure Front Door
- Load Balancing Infrastructure
- Logging Solutions for 1Spatial monitoring and alerting capability

Resolve 1Streetworks Support Case

Process Overview



Terminology

Term	Definition
Case	A detailed description of a customer's problem, or question. Support use cases to track and resolve technical issues related to our software or to third-party software where 1Spatial is an official reseller.
CR	A Change Request
CRM	Customer Relationship Management system
Customer Support Portal	A web site that allows customers to log and track support cases online
Defect	Sometimes referred to a software bug. A failure or fault in functionality defined by the software requirements that produces an incorrect or unexpected result in the licenced software
Entitlement	An object in the Support System that holds data related to business hours and the support program (case response and resolution times).
EULA	End User Licence Agreement
Improvement	An official request logged by a customer highlighting an area or areas for improvement in the software
Initial Response	This is the automated or manually-issued response at the time a Case is logged. Typically, this is an acknowledgement that a request has been received and a Case has been raised, potentially also communicating the Case identifier.
Initial Response Target	This is the target for the Initial Response or acknowledgement of a newly reported case. The actual initial response target is defined in the EULA for a client in working minutes, hours, or days.
ITS	Issue Tracking System, used to log and track the progress of software Bugs, Improvements and Change Requests.
Planned Downtime	A future event that is scheduled and for which 1Streetworks will be taken offline. The minimum notice of Planned Downtime is 24 hours. Planned Downtime should only be scheduled for non-working hours.
Primary Contact	One or other individual at a customer that is identified to receive support case updates and other related communications and notifications by email, A Primary Contact list is maintained by the Support team, and each Primary Contact must have been initially identified by the Account Manager when the customer is granted commercial access to 1Streetworks.

Responsible person	The person or role who or that is responsible for a specific step, task, or decision.	
Severity	P1 = Critical severity	<p>The reported error has caused major services to become unavailable, resulting in loss of data, or stopping production.</p> <p>A P1 will always be raised in the CRM and will continue to be tracked and updated in the CRM but may also updated using in-app notifications.</p>
	P2 = High severity	<p>The reported error results from software failure causing partial loss of major services but there is no loss or corruption of data.</p> <p>A P2 will always be raised in the CRM and will continue to be tracked and updated in the CRM but may also updated using in-app notifications.</p>
	P3 = Medium severity	<p>The reported error results from apparent failure of certain functions within the software but is not causing an immediate problem to the customer or Standard operational assistance is required, or unexpected behaviour has been observed during use of the software or this is a cosmetic bug report, a usability issue, or a request or suggestion.</p> <p>A P3 raised in the CRM will continue to be tracked and updated in the CRM but/or may be entirely updated using in-app notifications.</p>
	P4 = All other cases	<p>Standard operational assistance is required, or unexpected behaviour has been observed during use of the software.</p> <p>A P4 raised in the CRM will continue to be tracked and updated in the CRM but/or may be entirely updated using in-app notifications.</p>
SLA	A documented Service Level Agreement that formally defines the quality of service the customer requires and 1Spatial aims to deliver. An SLA Priority Matrix will normally be included in specific EULA and/or Support Agreements and an SLA is not otherwise provided as part of standard support services.	
S&M Contract	Support & Maintenance Contract	
Support System	System for recording, tracking and managing all support cases	

Support Case Resolution Target	This is the target for the resolution of a reported case. The actual resolution target is defined in the EULA for a client in working minutes, hours, or days.
Uptime SLA	1Streetworks production environment will be accessible 24/7/365. The hosted production environment will have guaranteed availability, with 99% uptime between the hours of 09.00 – 17.30 GMT/BST, Monday through Friday, excepting bank holidays. The customer trial environment has no SLAs and maintained with best endeavours.
Working time	09.00 – 17.30 GMT/BST, Monday through Friday, excepting bank holidays.

1. Owner

Customer Support Manager

2. Trigger Events

A system alert or notification creates a task for the responsible person to raise a support case.

A support case is raised either by, or on behalf of, a customer.

3. Inputs

Automated failure alerts as issued by the monitoring systems.

Customers can also report issues via the following methods:

- Email
- Customer Support Portal
- Voice call
- During on-site visits.

4. Output

A resolved support case.

5. Pre-requisites

Each customer that is entitled to raise a support case by email, telephone, or via the Support Portal exists as a contact in the CRM.

Each customer that is to receive support case updates and other related communications by email is on Primary Contact list maintained by the 1Streetworks team, having been initially identified by the Account Manager.

Monitoring of services and any relevant automated alerts have been set up for specific services and components that could fail or be unavailable/inaccessible, including 3rd party data services.

The initial assessment of severity (P1, P2, P3, P4) will be made by the initial person responsible, most likely the Support Engineer, or by the person creating the case, if on behalf of users.

A landing page has been created that will be provisioned whenever 1Streetworks has been taken offline.

A landing page deployment and 1Streetworks reinstatement Work Instruction exists and all responsible persons are familiar with it.

A disaster recovery process exists.

A non-client specific case management approach and case history exists. This is important for all automated cases and all cases that declared as a Critical or High severity are P1 and P2.

6. Special Conditions

Responsibility at any step may be delegated by the responsible person. In particular, the "1Streetworks Product Manager" or "Support Engineer" could be fulfilled by any of the following roles –

- Managing Director – Roads
- National Road and Infrastructure - Lead
- 1Streetworks Team Technical Lead (Applications)
- 1Streetworks Team Technical Lead (Rules)
- Support Manager

In order to understand the severity of an issue to the customer and their business, a priority will be assigned to the case by:

- Any relevant automated failure alert and/or...
- the customer and/or
- or the Support Engineer or other person raising the support case on behalf of customer(s).

Support cases that are severity P1 affect all users and will be treated as Critical severity.

Refer to the Entitlement, S&M Contract or SLA to learn where different priorities can impact targeted response and resolution times. These may be found in the Support System as per the Support System Support Case Guidelines.

7. Description

Step	Description	Enforcement	Responsible
1	If a case has not been created automatically, create a new case in the Support System	Must	Support Engineer
2	For customer-reported cases , check that the customer is entitled to use 1Streetworks and receive support for the issue raised.	Must	Support Engineer
3	Review support case to ensure the fields are updated correctly. The Support System Support Case Guidelines and 1Spatial Customer Support Guide documents can be referenced.	Must	Support Engineer
4	Notify the 1Streetworks Product Manager under any of the following circumstances: <ul style="list-style-type: none"> • A new login to 1Streetworks is requested. • The customer is unsupported. • The contact raising the case does not exist in the CRM. 	Should, if applicable	Support Engineer
5	Agree course of action with the Account Manager under either of the following circumstances: <ul style="list-style-type: none"> • A licence is requested. • The customer is unsupported. <p>Process may terminate here, subject to the Account Manager's decision.</p>	Should, if applicable	1Streetworks Product Manager
6	For a support case that has been manually raised/requested, triage to assess and confirm or set	Must, if applicable	Support Engineer

	Severity	level.		
7	If 1Streetworks is working as expected, respond to customer advising them of this for resolution.		Must, if applicable	Support Engineer
8	Highlight any requirements for Product Training or improvements/corrections to User Guide or other related content to the 1Streetworks Product Manager.		Must	Support Engineer
9	Close the case when the resolution has been accepted by the customer. Process may terminate here.		Must, if applicable	Support Engineer
10	For any cases that have been raised in the Support System, check that an Initial Response has been automatically sent to the person who has raised the case. In addition, for P1 and P2 cases , check that an email has been sent to all Primary Contacts for each customer within the Initial Response Time relevant to each customer or according to what is documented in a specific customer's SLA , <i>should it have one in place</i> . If no Initial Response has been automatically sent, issue one manually to the person who has raised the case and all Primary Contacts within the Initial Response Time relevant to each customer. <i>(Note that P3 and P4 cases not raised by a customer or on behalf of a customer, but originating instead proactively by 1Spatial, notifications will be issued using in-app notifications capabilities.)</i>		Must	Support Engineer
11	For a P1 case : If the system is not available or accessible, or the cloud platform dashboard indicates a critical issue then the case requires a defect or improvement to be raised, follow the Log Defect / Improvement procedure and immediately escalate to the Support Manager, Cloud Product Manager and 1Streetworks Product Manager. Once escalated and acknowledged by the Support Manager, Cloud Product Manager, and 1Streetworks Product Manager, ownership of support ticket will, if appropriate, pass to one of those team managers who will		Must, if applicable	Support Engineer

	also maintain the ticket and keep it up to date in line with adhering to the SLA.		
12	<p>For a P2 case: If the system is available, and the case requires a defect or improvement to be raised, follow the Log Defect / Improvement procedure and immediately escalate to the Support Manager and 1Streetworks Product Manager.</p> <p>Once escalated and acknowledged by the Support Manager, Cloud Product Manager, and 1Streetworks Product Manager, ownership of support ticket will, if appropriate, pass to one of those team managers who will also maintain the ticket and keep it up to date in line with adhering to the SLA.</p>	Should, if applicable	Support Engineer
13	For a P1 case , issue a standard email to all Primary Contacts advising of the situation. Advise Support Manager, Cloud Product Manager and 1Streetworks Product Manager.	Must	1Streetworks Product Manager
14	For a P1 case , check that 1Streetworks has been automatically taken offline and replaced with a landing page.	Must	1Streetworks Product Manager
15	If system is down because of a critical third-party data dependency, contact the Partner Manager and refer to terms and conditions associated with that provider.	Must, if applicable	1Streetworks Product Manager
16	For a P2 case , assess whether to issue a standard email to all Primary Contacts advising of the situation. Issue email if decision is to do so and then advise Account Manager.	Must	1Streetworks Product Manager
17	For a P2 case , assess whether 1Streetworks should be taken offline and replaced with a landing page. Follow the work instruction that describes how to take 1Streetworks offline and replace with the landing page and vice versa.	Must	1Streetworks Product Manager
18	For a P1 or P2 case , if system is down or severely compromised because of an issue assed to be a critical third-party data dependency, contact the Partner Manager and refer to terms and conditions associated with that provider.	Must, if applicable	1Streetworks Product Manager

19	Request from the customer any additional information or sample data that may be required to help progress the case .	Should, if applicable	1Streetworks Product Manager
20	Replicate the issue or arrange remote access to the customer's environment to see the issue replicated there.	Should, if applicable	1Streetworks Product Manager
21	<p>Diagnose to determine the root cause of the issue. This must be done as a Root Cause Assessment:</p> <ul style="list-style-type: none"> • Identify and describe the problem. • Establish a timeline last known normal situation until the reported problem occurs. • Distinguish between the root cause and other causal factors. • Undertake inferencing using tool such as a causal graph or path diagram to infer relationship/dependencies between the root cause and the problem. 	Must, if applicable	1Streetworks Product Manager
22	Inform the Account Manager of any potential sales opportunities or if the customer wishes to raise a CR .	Must	1Streetworks Product Manager
23	<p>On case resolution...</p> <p>For a P1 case or P2 case where 1Streetworks was taken down temporarily, replace the landing page and reinstate 1Streetworks. Follow the work instruction that describes how to take 1Streetworks offline and replace with the landing page and vice versa. Consider providing information regarding the in the subsequent release's product release notes.</p> <p>For a P1 or P2 case, and potentially for a P3 case that is tracked in the ITS, issue an email to the Primary Contacts advising them accordingly and confirming "incident over". Ensure that any contact who raised the issue in the first place is included in the recipient list.</p> <p>For P3 and P4 cases, optionally issue a notification via the in-app notification system or else, more likely, consider providing information regarding the case (if now a resolved bug or CR) in the subsequent release's product release notes.</p> <p>For a P1 or P2 case, check that Support Case Resolution Target was within the time described in the</p>	Must	1Streetworks Product Manager

	EULAs affected customers and whether any further action or specific communication is required or whether there are any penalties triggered for late resolution as documented in a specific customer's SLA , <i>should it have one in place.</i>		
24	Close a P1 or P2 case when 1Streetworks is operational as normal. Close a P3 or P4 case raised by or on behalf of a specific customer and tracked in the ITS when a resolution has been communicated to the customer and notify <i>the Support Manager</i> . A P3 case should remain open until any bug/defect or CR has been addressed.	Must	1Streetworks Product Manager

8. Additional Procedures and Guidelines

8.1. Planned Downtime

8.1.1.Pre-requisites

The details of the planned downtime has been agreed and accepted by the 1Streetworks Product Manager following the **Deploy new Product Version to Cloud** guideline.

8.1.2.Description

Step	Description	Enforcement	Responsible
1	Issue a standard email to all Primary Contacts advising of the Planned Downtime . Advise Support Manager, Cloud Product Manager.	Must	1Streetworks Product Manager
2	Issue a notification via the in-app notification system advising of the Planned Downtime .	Must	1Streetworks Product Manager
3	At the start of the Planned Downtime , 1Streetworks should be taken offline and replaced with a landing page. Follow the work instruction that describes how to take 1Streetworks offline and replace with the landing page and vice versa.	Must	1Streetworks Product Manager
4	At the end of Planned Downtime , replace the landing page and reinstate 1Streetworks. Follow the work instruction that describes how to take 1Streetworks offline and replace with the landing page and vice versa.	Must	1Streetworks Product Manager
5	At the end of Planned Downtime , optionally issue a notification via the in-app notification system advising of the reason, outcome, or benefits of the Planned Downtime .	Could	1Streetworks Product Manager

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8.2. Log Defect / Improvement

If an issue raised by a customer has been determined to be a Defect or an Improvement, the Support Engineer must log this in the ITS.

8.2.1. Description

Step	Description	Enforcement	Responsible
1	Set the case Status to <i>With Development</i> and update the Type accordingly, as per the 1Spatial Customer Support Guide.	Must	Support Engineer
2	Create the issue in the ITS , giving a clear description, assign an appropriate priority and include any sample data.	Must	Support Engineer
3	Inform the customer that the case is logged in the ITS and advise the reference.	Must	Support Engineer
4	Pass the information to the relevant product team to create the issue in their backlog so that it can be made part of the release and reference the ITS case /log number	Must	Support Engineer
5	If a defect or improvement has been included in a product release then issue the relevant <i>Release Notes</i> to the customer and, if the online documentation has been updated, remind the user of the online 1Streetworks user guide URL (https://1spatial.com/documentation/1Streetworks/Home.htm)	Must	Support Engineer

8.3. Support System Support Case Guidelines

The Support System Support Case Guidelines document is for Support Team members to reference when managing cases using the support system. The purpose is to accurately represent the lifecycle of the support case and to ensure we are collecting accurate data throughout, providing opportunities for review and improvement.

8.4. Support Guide

For details on ways our customers can raise cases (including the Customer Support Portal), the information required in order for us to progress a case and descriptions of case priority, case status and case type, refer to the 1Spatial Customer Support Guide.

8.5. Escalations

During its lifecycle a case may need to be escalated so that it is brought to the attention of the

Support Manager, the Cloud Product Manager, and/or the 1Streetworks Product Manager. Note that, as described in **6 Special Conditions**, the “1Streetworks Product Manager” or “Support Engineer” could be fulfilled by any of a number of roles, depending on the individual support case.

In addition, any complaints raised by customers regarding quality of service also need to be escalated. Escalations occur under the following circumstances:

- **Critical and High severity (P1 & P2) cases triggered by failure alerts or manually reported/declared** – These are automatically escalated to the 1Streetworks Product Manager so they can ensure the case/issue receives the appropriate attention and resources. This may require the 1Streetworks Product Manager to get support from:
 - National Road and Infrastructure - Lead
 - 1Streetworks Technical Lead (Applications)
 - 1Streetworks Technical Lead (Rules)
 - IT Manager
 - Cloud Product Manager
- **Quality of Service:** If at any time during the case lifecycle a customer complains about the quality of service being provided either directly to the case owner or to the Account Manager, the case must be escalated to the Support Manager. In these circumstances, the Support Manager will discuss the nature of the complaint with the case owner and make a decision either for the Support Team to deal with the issue or, for a serious complaint, to follow the Resolve Complaint procedure.

SCHEDULE 2- FEES

1.1 The Fees are calculated as follows:

Contract Term and Fees: held separately by the contracting party. Please contact support for further information.

SCHEDULE 3 – DATA PROCESSING

1. Processing by 1Spatial

1.1 Scope:

1Spatial has developed the Software and has agreed to provide certain Services by way of such software on the terms set out in this agreement.

In the course of providing those Services to the Customer, 1Spatial may process personal data on behalf of the Customer in connection with the performance of its obligations under this agreement.

1.2 Nature and purpose of processing:

Any personal data processed by 1Spatial on behalf of the Customer shall be processed by 1Spatial only as is necessary in connection with the performance of 1Spatial's obligations under this agreement (**Permitted Purpose**). The nature of processing shall include the collecting, using, manipulating, storing, copying, transmitting and erasing of personal data.

1.3 Duration of the processing:

For the duration of this agreement and any related agreement between the parties covering the provision of the Services to the Customer, or such shorter period where the processing is no longer authorised or no longer necessary for the Permitted Purpose or for compliance with applicable laws, and for so long following the term of this agreement as the personal data may be stored in 1Spatial's backup systems in the usual course of business.

2. Types of personal data

2.1 Name

2.2 Username (this is the work email address)

2.3 Profile Picture if they choose to upload one

3. Categories of data subject

3.1 Authorised Users (being the employees, agents and contractors of the Customer)