ESRI (UK) LTD GENERAL TERMS

If a separate agreement is signed between Esri UK and the Customer in relation to the provision of the Software or Services, that agreement shall apply instead of these General Terms.

1. DEFINITIONS AND INTERPRETATION

1.1. "**Agreement**" is these General Terms, the Licence Terms (if applicable), the Order and the Support Policy (if applicable).

1.2. "**Applicable Data Protection Law**" means all applicable and relevant laws and regulations relating to Personal Data which are implemented in or are binding on the United Kingdom, or which otherwise govern the processing and use of Personal Data, and which include but are not limited to the EU General Data Protection Regulation and the Privacy and Electronic Communications Directive (2002/58/EC) (as implemented in the United Kingdom as the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI2003/2426), as amended or replaced.

1.3. "**Charges**" is the charges payable by the Customer for the Software and/or Third Party Data and/or Services, including the daily rates for professional Services ("**Daily Rates**") chargeable for each day or part day, with a day being 7 ½ man hours including preparation and travel time, as set out in the Order or otherwise agreed in writing by the parties, all of which may be reviewed by Esri UK from time to time.

1.4. "**Confidential Information**" is confidential or proprietary information including without limitation ideas, concepts, know-how, intellectual property, plans, customer details and other technical, financial or commercial information, and all notes, records and copies of such information, (whether disclosed before, on or after the date of this Agreement and whether in oral, documentary or whatever form or on whatever media or by way of models or by demonstrations) which is disclosed by or on behalf of one party to the other pursuant to this Agreement.

1.5. "**Customer**" is the Customer so named in the Order.

1.6. "**Customer Data**" is all data, information and documentation belonging to the Customer or its licensors to which Esri UK is granted access and provided a license to use for the purposes of this Agreement.

1.7. "**Customer Equipment**" is any hardware and software not provided by Esri UK.

1.8. "**Customer Location**" is the location/s at which the Software and/or Third Party Data is to be delivered and/or the Services are to be provided as detailed in the Order or otherwise agreed in writing by Esri UK and the Customer.

1.9. "**Customized Software**" is any customised code or software delivered by Esri UK to the Customer in the provision of the Services as set out in the Order.

1.10. "**Deliverables**" is those items prepared by or on behalf of Esri UK for the Customer as a part of the Services and as specified in the Order (including, where applicable, Customised Software).

1.11. "**End-User**" means the end-user of the Software and/or Third Party Data and/or Deliverables procured by the Customer from Esri UK in accordance with this Agreement.

1.12. "**Esri UK Licence Terms**" means the licence terms which apply to the licensing of Esri UK Software, which are available at www.esriuk.com/legal/terms-and-conditions and on the media as a click-use license on which the Esri UK Software is supplied.

1.13. "**Esri UK**" is ESRI (UK) Ltd, registered in England under company number 1288342, registered office: Millennium House, 65 Walton Street, Aylesbury, HP21 7QG.

1.14. "**Esri UK Online Services**" are services, software and data that are provided by Esri UK online via the Amazon cloud infrastructure, or other third party infrastructure provider.

1.15. "**Expenses**" are expenses incurred by Esri UK in performance of the Services.

1.16. "**Export/Import Controls**" are applicable domestic and/or foreign government export and/or import laws, rules, policies, procedures, restrictions and regulations.

1.17. "**GDPR**" means the EU General Data Protection Regulation.

1.18. "**Intellectual Property Rights**" are all existing and future rights in inventions, patents, copyrights, design rights, semiconductor topography and chip design rights, trademarks and trade names, databases rights, domain names, service marks, trade secrets, know-how and other intellectual property rights (whether registered or unregistered) and all applications and registrations for any extensions and renewals of such rights or any of them, anywhere in the world.

1.19. **"Licence Terms**" means the Esri UK Licence Terms and the Third Party Licence Terms.

1.20. "**Order**" is the Customer's order as accepted by Esri UK incorporating the relevant elements of the corresponding Esri UK quotation/proposal (if any).

1.21. "**Personal Data**" is information defined as such in the Applicable Data Protection Law and/or information treated as such under any other law or regulation applicable to it.

1.22. "**Services**" are the professional services, installation, annual software support and maintenance and/or other services specified in the Order.

1.23. "**Software**" is the Esri UK proprietary software ("**Esri UK Software**") and/or the software manufactured by, or proprietary to, a third party and supplied by Esri UK hereunder on behalf of such third party ("**Third Party Software**").

1.24. "**Support Policy**" means the then current annual software support and maintenance services offered by Esri UK in relation to the Software available at www.esriuk.com/legal/terms-and-conditions.

1.25. "**Third Party Data**" is data manufactured by, or proprietary to, a third party and supplied and/or licensed as a dataset by Esri UK hereunder on behalf of such third party.

1.26. "**Third Party Licence Terms**" means the applicable end user licence terms that apply to the Third Party Software and/or Third Party Data, which terms may be provided in writing, in third party software packaging, or on media as a click-use license on which the relevant software is supplied, or in a licence file accompanying the Third Party Data, or available on request from Esri UK, including the relevant Environmental Systems Research Institute, Inc. ("**Esri Inc**") 'license agreement' that applies to Esri Inc proprietary software, data and online services ("**Esri Inc Software**") which is available at www.esriuk.com/legal/terms-and-conditions.

1.27. If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

1.28. The headings used in this Agreement are for ease of reference only and shall have no bearing on the legal construction or enforceability of this Agreement.

2. IF SOFTWARE OR THIRD PARTY DATA IS PROVIDED

2.1. Esri UK Software is licensed in accordance with the Esri UK Licence Terms.

2.2. Third Party Software is licensed in accordance with the Third Party Licence Terms.

2.3. Third Party Data is licensed in accordance with the Third Party Licence Terms.

2.4. The Customer acknowledges the terms under which the Software and/or Third Party Data is supplied and shall ensure that it complies with the applicable Licence Terms. If the Customer is not willing to agree to the relevant Licence Terms it must not use the Software and/or Third Party Data, and it shall return the Software and/or Third Party Data unused and in the original packaging as soon as reasonably practicable. The Customer is deemed to have accepted the relevant Licence Terms if the applicable Software and/or Third Party Data is installed or otherwise used (by Customer or otherwise).

3. IF SERVICES ARE PROVIDED

3.1. Esri UK shall provide the Services at the Customer Location using the reasonable skill and care expected of a competent provider of the Services.

3.2. Where Customer has paid the annual software support and maintenance Charges, Esri UK shall provide the annual software support and maintenance Services for the Software in accordance with the Support Policy (and in relation to Esri Inc Software, subject to the Esri Inc Product Lifecycle Policy available at http://help.arcgis.com/en/shared/product-life-cycle/ProductLifeCycle.pdf).

3.3. If the Customer cancels any professional Services less than 1 week before the agreed date, it shall be liable for 100% of the Charges and Expenses therefor.

3.4. If the Customer orders and pays for a number of professional Services days up front, the Customer must "call off" such days, in units of two or more days, for projects that are agreed with Esri UK from time to time, within a period of 12 months from the date of such order. No refund for unused days will be provided.

3.5. Any days stated for professional Services are only an estimate of the days required to carry out the professional Services. Where the professional Services are achieved using less than the estimated days and assuming that no further use is identified by the Customer for any unused days, such days will, in this instance, be cancelled without penalty. If further days are required above the number of days estimated, these will be agreed with the Customer and charged at the then appropriate Daily Rates.

3.6. These General Terms do not apply to training services, which are governed by the current Esri UK's General Terms and Conditions and Registration Form for Training. Such training Services terms are available at www.esriuk.com.

3.7. These General Terms do not apply to Esri UK Online Services, which are governed by the current Esri UK Online Service Terms. Such Online Service Terms are available at www.esriuk.com/legal/terms-and-conditions and need accepting prior to accessing such Esri UK Online Services.

4. CUSTOMER OBLIGATIONS

4.1. The Customer will:

4.1.1. provide Esri UK with all information, cooperation, consents and licenses reasonably necessary for Esri UK to supply the Software and/or Third Party Data and perform the Services;

4.1.2. provide Esri UK with access to authorised and competent personnel, computer systems, software and premises, within normal business hours, ensure that such systems and software are utilised in accordance with the terms under which they were procured, and ensure that the Customer Location complies with all health and safety laws and regulations, each to enable Esri UK to supply the Software and/or Third Party Data and perform the Services;

4.1.3. use the Software and/or Third Party Data or Services in accordance with the terms of this Agreement (including the Licence Terms), all applicable laws and regulations and any reasonable instructions given by Esri UK to the Customer from time to time;

4.1.4. ensure the adequacy, integrity, security, virus checking and accuracy of the Customer Data and its computer systems and operate all necessary back-up procedures to ensure the same are maintained in the event of loss for any reason;

4.1.5. comply with Export/Import Controls in relation to any item (whether tangible or intangible) provided to the Customer by Esri UK under this Agreement;

4.1.6. comply with all applicable laws and regulations (including legislation relating to bribery, such as the Bribery Act 2010);

4.1.7. use in accordance with all applicable laws and regulations, and be solely responsible for, Customer Equipment; and

4.1.8. not solicit for employment any employees of Esri UK for a period not exceeding six months after such employees leave the employment of Esri UK except with the written permission of Esri UK unless such employment arises as a result of a properly placed public advertisement.

4.2. If the Customer is to procure the Software and/or the Third Party Data and/or Services for the benefit of an End-User, it shall ensure that such End-User is bound by the terms of this Agreement and complies with all obligations (save for the obligation to pay) of the Customer including executing the applicable Licence Terms (pursuant to Clause 2).

5. DELIVERY/TITLE/RISK

5.1. Esri UK shall deliver the Software and/or Third Party Data to the Customer Location, and may do so earlier than any estimated delivery date and in instalments.

5.2. Any Software, Third Party Data or Services delivery dates are estimates only and Esri UK shall not be liable for any loss, cost, expenses or damages suffered by the Customer or a third party howsoever arising whether directly or indirectly from the failure of Esri UK to comply with a particular date.

ESRI (UK) Ltd, company no. 1288342. Registered office: Millennium House, 65 Walton Street, Aylesbury, Bucks HP21 7QG Tel: 01296 745 500 Fax: 01296 745 544 www.esriuk.com

ESRI (UK) LTD GENERAL TERMS

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5.3. Where title in any Deliverables (including Software media) is expressly agreed in writing to pass to the Customer, it shall only do so upon full payment of all Charges and subject to the Customer complying in all materials respects with this Agreement.

5.4. Risk shall pass to the Customer on physical delivery of the Deliverables to the Customer Location.

6. TERM AND TERMINATION

6.1. This Agreement shall terminate when the obligations of both parties have been performed under the Agreement.

6.2. Either party may terminate this Agreement with immediate effect if any of the following occur in respect of the other party:

6.2.1. It enters into any compromise or arrangement with its creditors;

6.2.2. An order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction as a solvent company);

6.2.3. A receiver, manager, or administrator is appointed in respect of the whole or any part of its undertaking or assets;

6.2.4. Any similar or analogous event to those described in 6.2.1-6.2.3 affects that party in the jurisdiction in which it is domiciled or incorporated.

6.3. If either party is in material breach of this Agreement, then the other may terminate this Agreement on written notice with immediate effect, provided that if the breach is capable of remedy, the breaching party has not remedied that breach within 30 days of the other party giving it notice to do so.

6.4. Esri UK may suspend or terminate the Agreement with immediate effect if the Customer fails to pay any amount due to Esri UK within 30 days of being informed in writing by Esri UK that the amount is overdue.

6.5. Without prejudice to Esri UK's other remedies, the Customer will pay all Charges accrued up to and including the effective date of termination.

6.6. Any clauses that are intended to survive termination will survive termination of this Agreement and will continue in full force and effect, including without limitation, Clauses 2, 4, 7, 8, 9, 11 and 14.

7. CHARGES

7.1. All Charges are quoted at current rates and are exclusive of VAT (which, where applicable, shall be paid by the Customer together with other applicable tax in the manner prescribed by law from time to time).

7.2. Subject to 7.3, the Customer shall pay all Charges and Expenses due within 30 days from the date of invoice. Software and Third Party Data Charges may be invoiced on or after delivery. Charges for annual Software support and maintenance Services and/or Third Party Data licence renewal may be invoiced annually in advance. Charges for professional Services may be invoiced (i) on the earlier of completion of the Services or (monthly in arrears for the Services performed during such month or (ii) for "call off" professional Services described in 3.4, on placement of Order.

7.3. New customers may be subject to a credit check. If the credit check is satisfactory, 7.2 shall apply. Otherwise, the Customer must pay any Charges and Expenses before provision of any Software, Third Party Data or Services.

7.4. If the Customer fails to pay Charges or Expenses by the due date, Esri UK shall be entitled to charge interest on the overdue amount. Any such interest shall be paid by the Customer to Esri UK on demand, from the due date up to the date of actual payment, after as well as before judgement, at the rate of 4% per annum above the base rate from time to time of the National Westminster Bank Plc. Any interest shall accrue on a daily basis and be compounded quarterly.

7.5. The Customer shall pay a delivery charge of £10 per physical delivery of any Software provided under this Agreement.

8. LIMITATION OF LIABILITY

8.1. The warranties provided by Esri UK are as expressly set out in this Agreement and Esri UK excludes all other warranties and conditions (whether implied by statute, common law or otherwise and including any warranty as to fitness for purpose and satisfactory quality) to the extent permitted by law.

8.2. Esri UK shall not have any liability to the Customer in contract, tort (including negligence) or otherwise arising out of or in connection with this Agreement for any:

8.2.1. Loss of goodwill, profits, revenue, business, contracts or anticipated savings;

8.2.2. Special, indirect or consequential loss or damage (not falling within 8.2.1); and

8.2.3. Loss of data, including without limitation Customer Data.

8.3. Subject to 8.2, 8.4 and 8.5, Esri UK's total aggregate liability to the Customer in contract, tort (including negligence) or otherwise under an Order will be limited to a sum equal to 110 % of the Charges payable by the Customer pursuant to such Order.

8.4. Nothing in this Agreement will apply so as to restrict either party's liability for death or personal injury resulting from the negligence of that party or for fraud.

8.5. The Customer acknowledges and agrees that any claims in respect of Third Party Software or Third Party Data shall, if applicable, be against the relevant party pursuant to the Third Party Licence Terms.

8.6. Esri UK shall not be required to carry out its obligations if at any time it is prevented or delayed from doing so by the Customer's breach of this Agreement, or the acts or omissions of the Customer or Customer's employees, agents or subcontractors. The Customer shall reimburse Esri UK for any additional costs it incurs due to such breach, acts or omissions.

9. CONFIDENTIALITY

9.1. The recipient of any Confidential Information will:

9.1.1. keep Confidential Information in strict confidence and use a reasonable standard of care in protecting it, which will not be less than the standard of care it uses to protect its own confidential information;

9.1.2. only use Confidential Information to perform its obligations under the Agreement;

9.1.3. not disclose Confidential Information to any third party;

9.1.4. when requested by the disclosing party, return or destroy the Confidential Information (and certify the same to the disclosing party).

9.2. Information is not Confidential Information if it is:

9.2.1. in or enters the public domain other than by breach of 9.1 or 9.2;

9.2.2. already in the recipient's lawful possession or obtained by the recipient through a third party who is free to disclose it without confidentiality restrictions;

9.2.3. authorised for release by the disclosing party's written consent; or

9.2.4. required to be disclosed by law or competent court or regulatory body, provided that a reasonable opportunity is given to the disclosing party to lawfully restrict such disclosure.

9.3. Esri UK may issue a press release concerning this Agreement and may also propose further public relations/marketing activities, such as case studies, to carry out with the Customer. The wording of any such press releases, case studies and public relations/marketing activities is subject to the prior written approval of the Customer (such approval not to be unreasonably withheld or delayed).

10. DATA PROTECTION

10.1. For the purpose of any Personal Data processing under this Agreement, the Data Processor and the Data Controller shall be as defined in the Applicable Data Protection Law. The Data Controller and the Data Processor shall comply with their respective obligations as prescribed by Applicable Data Protection Law.

10.2. The Data Processor shall implement and maintain appropriate technical and organisational measures in order to meet the requirements of the GDPR and to ensure the rights of data subjects. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, to ensure a level of security appropriate to the risk, the Data Processor shall take the following measures: the pseudonymisation and/or encryption of the Personal Data; the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; the ability to restore the availability and access to the Personal Data in a timely manner in the event of a physical or technical incident; a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

10.3. The Data Processor shall not engage another data processor (a "sub-processor") without the Data Controller's written authorisation. So far as is necessary for the purposes and/or performance of this Agreement:

10.3.1. Customer hereby grants Esri UK written authorisation to use the following sub-processors: (i) Esri Inc (for the purpose of licensing and administering access, use and support of Esri Inc Software); (ii) the hosting service providers which Esri UK uses for its back office systems; (iii) the third party owner and/or licensor of Third Party Software and/or Third Party Data (for the purpose of licensing and administering access, use and support of the Third Party Software and/or Third Party Data); and (iv) the venue providers, organisers and third parties that Esri UK uses for its conferences and events (where you attend Esri UK conferences or events).

10.3.2. Customer shall seek Esri UK's written authorisation to use any sub-processors. Where a party wishes to make any changes to its use of sub-processors, including any additional or replacement sub-processors, it shall notify the other party so that the other party may object to such change. All sub-processors engaged pursuant to this 10.3 shall be bound by obligations no less onerous than those set out in 10 (Data Protection).

10.4. The subject-matter of the processing shall be as set out in writing, including in the Order, any corresponding proposal and/or quotation, or in any other form. The subject-matter includes the supply and provision of Software, Third Party Data and/or Services (as applicable) to Customer by Esri UK. The duration of the processing shall be for the term of this Agreement. The nature and purpose of the processing is the exchange, storage, transmission and use of Personal Data in the ordinary course of business, for the purpose of contract performance in relation to the subject-matter. The type of Personal Data and applicable categories of data subjects that will be processed includes: the names of the parties' employees or contractors or representatives, their respective business email and business postal addresses, and business telephone numbers), and/or their IP addresses. Where there are categories of data subject not covered by this clause, for example, data subjects whom are children, the parties shall enter into a supplemental written agreement detailing additional rights and obligations.

10.5. The Data Processor shall:

10.5.1. process the Personal Data in accordance with the Data Controller's documented instructions, including with regard to transfers to international organisations or to a third country, unless required to do so by law (in which case the Data Processor will inform the Data Controller of such legal requirement prior to the processing, unless prohibited from doing so on legal grounds);

10.5.2. ensure that any person processing the Personal Data is bound by obligations of confidentiality;

10.5.3. take the measures detailed in 10.2 (technical and organisational measures);

10.5.4. abide by the process and obligations in 10.3 (engagement of sub-processors); and shall be responsible and liable to the Data Controller for the performance of such sub-processor's obligations;

10.5.5. taking into account the nature of the processing, assist the Data Controller in its obligations to respond to data subject requests to exercise their rights (including transparency, information and access, rectification, erasure, restriction, data portability, to object and automated individual decision-making; all subject to any of the restrictions provided by Applicable Data Protection Law);

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10.5.6. assist the Data Controller in ensuring compliance with 10.2 (technical and organisational measures);

10.5.7. where a data protection impact assessment has indicated that the processing will result in high risk, assist the Data Controller in undertaking prior consultation with the supervisory authority;

10.5.8. at the choice of the Data Controller, delete or return to the Data Controller all of the Personal Data after the end of the provision of services relating to processing, and delete existing copies unless the law requires storage of the Personal Data;

10.5.9. make available to the Data Controller all information necessary to demonstrate compliance with the obligations detailed in this clause 10, and shall immediately inform the Data Controller if, in the Data Processor's opinion, an instruction infringes the GDPR. Upon the Data Controller's request the Data Processor shall and allow for and contribute to audits, including inspections, conducted by the Data Controller or the Data Controller's approved auditor;

10.5.10. notify the Data Controller without undue delay after becoming aware of a Personal Data breach, and in any event within 24 hours;

10.5.11. where required, maintain a written record of all categories of processing activities that it carries out on behalf of the Data Controller in accordance with the GDPR and make the record available to supervisory authority on request. Such records for the purposes of this Agreement should include: (i) the name and contact details of the Data Processor (including any relevant sub-processors) and of the Data Controller, together with details of their representatives and any data protection officer; (ii) the categories of processing being carried out; (iii) any transfers of Personal Data to a third country or international organisation, including identifying the third country or international organisation and the suitable safeguards; and (iv) the measures detailed in 10.2 (technical and organisational measures);

10.5.12. cooperate, on request, with the supervisory authority in the performance of its tasks.

10.6. Where the Data Processor transfers Personal Data to a third country / international organisation in accordance with 10.3 (engagement of sub-processors) it shall ensure that appropriate safeguards are in place and that enforceable data subject rights and effective legal remedies for data subjects are available. Specifically, such safeguards include one or more of the following: binding corporate rules; approved standard data protection clauses adopted by the EU Commission; or an approved certification mechanism (for example the EU-US Privacy Shield) together with binding and enforceable commitments of the sub-processor in the third country to apply the safeguards (including data subjects rights). Where Personal Data is transferred to Esri Inc (located in the United States of America) pursuant to 10.3 above, the appropriate safeguards comprise (i) Esri Inc's certification under the EU-US Privacy Shield; (ii) Esri Inc's data processing addendum, available at www.esri.com/legal/privacy-gdpr; and (iii) the security measures which are detailed at https://doc.arcgis.com/en/trust/.

10.7. The Data Controller will ensure that it has a sufficient and valid lawful basis for providing any Personal Data to and authorising the Data Processor to perform its obligations, activities and exercise its rights under this clause 10.

11. INTELLECTUAL PROPERTY RIGHTS

11.1. This Agreement will not operate to transfer any Intellectual Property Rights owned by Esri UK, its affiliates and/or any third parties to the Customer.

11.2. The Intellectual Property Rights in any Deliverables and any other items provided to the Customer pursuant to this Agreement shall be and remain the property of Esri UK and/or its licensors, save that, on full payment by the Customer of Charges and Expenses, the Customer is granted a non-exclusive and non-transferable licence to use the Deliverables for its internal business use only or in the circumstances referred to under 4.2, for the sole purpose of providing the Deliverables to an End-User, for use by such End-User for its internal business use only.

11.3. Subject to 11.2, the Customer shall not be entitled to sell, rent, sublicense, lend, assign, timeshare, allow third party access to, reproduce, modify, adapt, translate, create derivative works, reverse engineer, disassemble or otherwise derive source code from or otherwise use the Intellectual Property Rights of Esri UK.

11.4. Notwithstanding anything to the contrary in this Agreement, Esri UK shall not be prohibited or enjoined at any time from utilising any skills or knowledge of a general nature acquired during the course of providing the Services, including (but not limited to) information publicly known or available or information that could reasonably be acquired during similar work for another customer of Esri UK.

12. WAIVER

A failure by either party to enforce any of its rights under the Agreement is not a waiver of those rights or any other rights it has under this Agreement.

13. FORCE MAJEURE

A party shall not be liable to the other if it is prevented from the performance of its obligations under this Agreement (except payment obligations) by an event that arises from or is attributable to acts, events, omissions or accidents beyond its reasonable control. A party that claims to be affected by such matters will promptly notify the other party.

14. ASSIGNMENT/RIGHTS OF THIRD PARTIES

14.1. Either party may assign or transfer this Agreement to a third party with the written consent of the other party and that consent will not be unreasonably withheld or delayed. Esri UK may subcontract the Services without consent but shall be liable for the acts and omissions of its subcontractors.

14.2. Other than as specifically detailed within the Licence Terms, no provision of this Agreement is enforceable by, or intended to benefit, any other person who is not a party to the Agreement.

15. ENTIRE AGREEMENT

15.1. Notwithstanding any other terms and conditions which the Customer has proposed or may seek to impose on Esri UK, this Agreement constitutes the whole understanding between Esri UK and the Customer and shall supersede any prior promises, representations, undertakings or implications made orally or in writing.

15.2. In the event of inconsistency between the documents comprising the Agreement, the following shall be the order of precedence (highest first): the Licence Terms, the General Terms, the Support Policy and the Order.

16. NOTICES

Any notice required to be given under this Agreement will be in writing and may be delivered by post, by hand, or by facsimile transmission (which must be electronically confirmed and immediately followed up by a copy of the notice sent by post). A notice will be deemed given when delivered. The Customer will send notices to Esri UK to the Legal Department at the address in Clause 1 above. Esri UK will send all notices to the Customer at the Customer Location. Either party may change its address and person to be notified by notifying the other party in writing of that change.

17. LAW AND JURISDICTION

17.1. This Agreement is made in and governed by the laws of England & Wales.

17.2. The parties irrevocably submit to the exclusive jurisdiction of the English Courts.

ESRI (UK) Ltd, company no. 1288342. Registered office: Millennium House, 65 Walton Street, Aylesbury, Bucks HP21 7QG Tel: 01296 745 500 Fax: 01296 745 544 www.esriuk.com