

Quote No. Q1S-2104-37266  
Created By [REDACTED]  
Comments Environment Agency FME Server 2019 Year 2 Support, 21/05/21 - 20/05/22  
G Cloud 11 contract  
Digital Marketplace service ID number: 494757263833017

The fixed charge for 1Spatial Support Service for FME Server 2019 Application, year two of this contract are:

[REDACTED]

The Time and Materials (T&M) charge for 1Spatial FME Server 2019 Application Support Request for Change to Environment Agency support requirements, year two of this contract are: £10,000

For the attention of:

Contact Name	[REDACTED]	Issue Date	20/04/2021
Bill To Name	Environment Agency	Expiration Date	30/06/2021
Bill To	Finance Service Centre, Accounts Payable, Kingfisher House, Goldhay Way Orton Goldhay Cambridgeshire PE2 5ZR United Kingdom	Ship To Name	Environment Agency
		Ship To	CIS Business Solutions Environment Agency Rivers House Bridgewater Somerset TA6 4YS United Kingdom

#### Quote Line Items

Product	Sales Price	Quantity	Total Price	Line Item Description
Services	GBP [REDACTED]	1.00	GBP [REDACTED]	Fixed charges for year 2 (21/05/21 -20/05/22), paid for at the start of the year 2 support period.

Total Price	[REDACTED]
Tax	[REDACTED]
Grand Total	[REDACTED]

#### Quote Acceptance Signature

Name: .....  
Position: .....  
Date: .....  
Signature: .....  
Purchase Order Number: .....

#### Notes

1. All prices are exclusive of VAT and all local taxes
2. Quotation is valid until expiry date shown above
3. Payment terms are strictly 30 days
4. 1Spatial General Terms & Conditions for the Supply of Goods and Services apply
5. Please note that Consultant expenses such as travel and subsistence are charged in addition to the above
6. Use of 1Spatial products is governed by the end user licence for those products
7. Use of 3rd party products supplied by 1Spatial is governed by the end user licence for those products

## TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

### 1 GENERAL

These terms and conditions, in conjunction with this quotation and any 1Spatial proposal referenced therein, apply in preference to and supersede any terms and conditions referred to, offered or relied on by the Buyer, and govern the sale by 1Spatial of Software as defined in the quotation (together hereinafter termed "the Goods"), and the provision of Consultancy Services ("the Services"). 1Spatial will not be bound by any standard or printed terms furnished by the Buyer in any of its documents, unless the Buyer specifically states in writing separately from such terms that it intends such terms to apply and 1Spatial acknowledges such notification in writing.

### 2 DESCRIPTION

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

### 3 1SPATIAL SOFTWARE SPECIFICATION

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

### 4 THIRD PARTY SOFTWARE SPECIFICATION

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

### 5 THIRD PARTY DATA SPECIFICATION

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

### 6 CONSULTANCY SERVICES

Consultancy services may include project management, installation, configuration, training and support. These services shall be performed by appropriately qualified and trained personnel, with due care and diligence, and in accordance with best industry practice. They will conform to the 1Spatial Proposal and any specifications subsequently agreed upon between the parties.

### 7 PRICE

7.1 The Price is as supplied in the quotation. All sums payable are in Pounds Sterling unless otherwise stated, and are exclusive of VAT and any other duties or surcharges which may be applicable.

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

7.3 Travel & subsistence costs arising from the necessity for 1Spatial personnel to work away from its offices, in order to supply the goods and services specified under this contract, will be charged to the Buyer at cost.

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

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

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

### 12 DELIVERY & SHIPPING

1Spatial will deliver the Goods by any method of transport at its disposal unless a preferred method of shipping is identified in advance by the Buyer. Shipping charges will be passed on to the Buyer at cost.

### 13 INSTALLATION

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

### 14 ACCEPTANCE

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

### 15 TIME

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

### 16 RISK

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

### 17 WARRANTY

17.1 1Spatial Software is supplied under the warranty terms described in the 1Spatial standard licence agreement, supplied on request.

17.2 Third Party Software is supplied under the warranty terms described in the Third Party standard licence agreement, supplied on request.

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

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

### 18 SOFTWARE MAINTENANCE

## 8 VALIDITY

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

## 9 PAYMENT TERMS

9.1 Payment for goods supplied will be strictly in accordance with the terms of the 1Spatial quotation. In the absence of payment terms in the quotation, payment of invoices is strictly 30 days from date of receipt unless otherwise stated on the invoice.

9.2 Should the purchase be effected through a finance company then this must be stated and the finance company clearly identified at the time of order.

9.3 If payment of the price or any part thereof is not made by the due date, 1Spatial shall be entitled to charge interest from the due date on the outstanding amount at the rate of 4% per annum over the Bank of England base rate for each month or part thereof that the debt remains outstanding, or to terminate the contract.

## 10 OWNERSHIP

Ownership in the Goods and services supplied to the Buyer by 1Spatial will not pass to the Buyer until the Price has been paid in full.

## 11 SOFTWARE AND DATA

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

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

## 19 LIABILITY

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

## 20 FORCE MAJEURE

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

## 21 LAW

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