BUSINESSWISE SOLUTIONS LIMITED TERMS AND CONDITIONS – ENERGY INSIGHTS

(these "Terms and Conditions")

1. Definitions

In this Agreement:

1.1 the following terms shall have the following meanings unless the context otherwise requires:

"Account": an account that we allocate to our customers in order that they are able to access, and use, the Portal;

"Agreement": these Terms and Conditions together with the Order Form and any document referred to in these Terms and Conditions or the Order Form;

"Breach of Duty": the breach of any: (i) obligation arising from the express or implied terms of a contract to take reasonable care or exercise reasonable skill in the performance of the contract; or (ii) common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty);

"Business Day": any day other than: (i) a Saturday; (ii) a Sunday; or (iii) a day when the clearing banks in the City of London are not physically open for business;

"Client", "you" or "your": the recipient of the equipment and/or services under this Agreement, as stipulated in the Order Form;

"Commencement Date": has the meaning given to it in the Order Form;

"Confidential Information": any information in any form or medium obtained by or on behalf of either Party from or on behalf of the other Party in relation to this Agreement which is expressly marked as confidential or which a reasonable person would consider to be confidential, whether disclosed or obtained before, on or after the Commencement Date, together with any reproductions of such information or any part of it;

"Consultancy Services": any consultancy services we are to provide under this Agreement, as stipulated in the Order Form;

"Deliverables": any deliverables, materials or documents provided or to be provided (or in respect of which the Consultancy Services are to be provided) or made available by us to you in relation to this Agreement as may be more particularly described as being required to be delivered in or pursuant to the Order Form; for the avoidance of doubt, "**Deliverables**" does not include any document (in whatever form and whatever media) produced by or on behalf of you or your employees, agents or other contractors;

"Delivery": the transfer of physical possession to you of the Sensors at the Site;

"Fees": the fees and charges payable by you to us under this Agreement, as stipulated in the Order Form;

"Initial Term": has the meaning given to it in the Order Form;

"In-put Material": all documents, information and materials provided to us by you to enable us to perform our obligations under this Agreement;

"Inspired Group": includes Businesswise Solutions Limited, its subsidiaries or holding companies from time to time and any subsidiary of any holding company from time to time;

"Intellectual Property Rights": copyright and related rights, trade marks and service marks, trade names and domain names, rights under licences, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, patents, rights to inventions, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, 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;

"Liability": liability in or for breach of contract, Breach of Duty, torts (including negligence and intentional torts), deliberate breach (including deliberate personal repudiatory breach), misrepresentation, restitution or any other cause of action whatsoever relating to or arising under or in connection with this Agreement, including liability expressly provided for under this Agreement or arising by reason of the invalidity or unenforceability of any term of this Agreement (and, for the purposes of this definition, all references to this "**Agreement**" shall be deemed to include any collateral contract);

"Order Form": the written order from document we provide to you:

"Material": the material that you upload (or permit to be uploaded) onto our servers through the Portal, containing specific information relating to the particular equipment and/or services supplied or to be arranged to be supplied by us to you;

"Party": us or you, and "**Parties**" means both of us and you;

"Portal": our Energy Insights portal, through which you can access information, analysis and functionality relating to the Sensors and their performance within your energy and utility systems;

"Processes": any specifications, reports, notes, records, research, results, processes, descriptions, systems, methodologies, flowcharts, tools, ideas, concepts, information, data, diagrams and designs that we may use to provide the Consultancy Services or the Deliverables;

"Rates": our time and materials rates and charges for providing services, being our standard time and materials rates from time to time (as may be stipulated in the Order Form or otherwise notified to you by us from time to time);

"Renewal Period": has the meaning given to it in Clause 10.1;

"Risk Period": has the meaning given to it in Clause 4.5;

"Sensors": the energy consumption and efficiency sensors we are to provide under this Agreement, as stipulated in the Order Form**,** all substitutions or replacements of such sensors and all related accessories, manuals and instructions provided for them;

"Sensor Bridge": the energy consumption and efficiency sensor bridge we are to provide under this Agreement, as stipulated in the Order Form**,** all substitutions or replacements of such sensor bridges and all related accessories, manuals and instructions provided for them;

"Site": has the meaning given to it in the Order Form;

"Term": the Initial Term together with any subsequent Renewal Periods; and

"Users": those of your employees who you authorise to access the Portal under this Agreement;

1.2 references to "**Clauses**" are to clauses of these Terms and Conditions;

1.3 the headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

1.4 a "**person**" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.5 a reference to a Party includes its personal representatives, successors or permitted assigns;

1.6 words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include the other gender and the neutral and references to persons shall include an individual, company, corporation, firm, partnership, trust, association, government or local authority department or other authority or body (whether corporate or unincorporated);

1.7 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.8 any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression, shall be construed as illustrative, shall not limit the sense of the words preceding or following those terms, and shall be deemed to be followed by the

words "**without limitation**" unless the context requires otherwise; and

1.9 a reference to "**writing**" or "**written**" includes in electronic form and similar means of communication (except under Clause 12).

2. Agreement

2.1 The terms of this Agreement apply to the exclusion of any terms and conditions submitted, proposed or stipulated by you in whatever form and at whatever time. These Terms and Conditions apply to:

2.1.1 the provision of all Consultancy Services, Deliverables and Sensors: and

2.1.2 all use of an Account and the Portal.

2.2 Save as expressly provided in this Agreement, this Agreement shall apply to (i) all Consultancy Services, Deliverables and Sensors as agreed in the Order Form, and (ii) use of an Account and the Portal, and it shall operate to the entire exclusion of any other agreement, understanding or proposal or arrangement of any kind between the Parties preceding the Commencement Date and to the exclusion of any representations not expressly stated in this Agreement; except for any fraudulent misrepresentations or any misrepresentation as to a fundamental matter. Each of the Parties acknowledges that it has not entered into this Agreement based on any representation that is not expressly incorporated into this Agreement.

2.3 This Agreement constitutes the whole agreement and understanding of the Parties as to the subject matter of this Agreement. Except where expressly stated in this Agreement, we exclude all conditions, warranties, terms and obligations, whether express or implied by statute, common law or otherwise, to the fullest extent permitted by law in respect of the Consultancy Services, Deliverables, Portal and/or Sensors.

2.4 Any Order Form provided by you to us must be in the form we require from time to time or it shall not form part of this Agreement. This Agreement shall be legally formed and the Parties shall be legally bound when we have received the Order Form that has been completed by you and submitted by you to us. Submission by you to us of the Order Form shall be deemed to be an offer by you to obtain products and services (as specified in the Order Form) from us, subject to the provisions of this Agreement, and our written acceptance of the Order Form shall be considered acceptance of such offer, but the requirements for us to perform any of our obligations under this Agreement shall be conditional on our receipt from you of any advance payment of Fees as required under this Agreement.

2.5 In the event of a conflict between these Terms and Conditions and the Order Form and any document referred to in these Terms and Conditions or the Order Form, then:

2.5.1 the Order Form shall prevail over;

2.5.2 these Terms and Conditions, which prevails over;

2.5.3 any other document.

2.6 Each Order Form constitutes a separate agreement; there may be more than one such agreement between the Parties in force at the same time as this Agreement.

3. Portal Access

3.1 This Agreement shall apply to all use of an Account and the Portal.

3.2 Access to Panoramic Power's PowerRadar® platform in connection with the Sensors is subject to accepting the Terms and Conditions of Data Services, a copy of which is available at https://support.powerradar.energy/en_US/legal (as may be amended by Panoramic Power from time to time);

3.3 In order for us to allocate to you access to the Portal and an Account, you must provide such information as we may request and require from time to time.

3.4 Once we have allocated access to the Portal to you, we will allocate to you a username and password to access your Account. You must keep the password confidential and immediately inform us if any unauthorised third party becomes aware of that password or if there is any unauthorised use of the Portal or any breach of security known to you; in such a case, you must request a new password from us. You agree that any person to whom your username or password is disclosed is authorised to act as your agent for the purposes of using the Portal. You are entirely responsible if you do not maintain the confidentiality of your password.

3.5 We recommend that you request a new password from us if you remove authorisation for any of your employees (or ex-employees) to access the Portal.

3.6 We shall provide to you access to the Portal as part of this Agreement, without additional charge. We warrant that:

3.6.1 we shall use our reasonable skill and care in making the Portal available;

3.6.2 we have all necessary consents, rights and permission to enter into, and perform our obligations under, this Clause 3; and

3.6.3 we shall comply with all applicable laws, statutes, regulations and bye-laws in relation to the exercise of our rights and performance of our obligations under this Clause 3.

3.7 In relation to the Portal:

3.7.1 we hereby grant to you a non-exclusive, non-transferable licence to allow Users to access the Portal solely for your internal business purposes; and

3.7.2 the rights provided under this Clause 3 are granted to you only, and shall not be considered granted to any of your subsidiary or holding companies.

3.8 You shall not:

3.8.1 attempt to copy, duplicate, modify, create derivative works from or distribute all or any portion of the Portal except to the extent expressly set out in this Clause 3 or as may be required by any applicable law;

3.8.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Portal, except as may be required by any applicable law;

3.8.3 access all or any part of the Portal in order to build a product or service which competes with the Portal; or

3.8.4 use the Portal to provide services to third parties.

3.9 We are not responsible for any connections, deliverables or services that we are not expressly stipulated to provide in this Agreement.

3.10 We do not warrant that your Account and/or the Portal will, be uninterrupted, error-free or secure from unauthorised access, or meet your individual requirements. Whilst we use our reasonable endeavours to make your Account and the Portal available, we shall not have any Liability (subject to Clause 8.2) if for any reason your Account or the Portal are unavailable for any time or for any period. We make no warranty that your access to your Account or the Portal will be uninterrupted, timely or error-free. Due to the nature of the Internet, this cannot be guaranteed.

3.11 We may, at our absolute discretion, from time to time either host the Portal on our own servers or use third party suppliers to do so in whole or in part. You acknowledge that we may from time to time without prior notice and without the need for your prior agreement, provide reasonable additional obligations or requirements on users or reasonably restrict users' rights due to the requirements of the third party suppliers.

3.12 We reserve the right, at any time, to carry out repairs, maintenance or introduce new facilities and functions in respect of all or any part of the Portal.

3.13 Except as specifically stipulated in this Agreement, we shall not be responsible for providing or achieving any particular results or outcomes or within a particular time.

3.14 We do not warrant that the Portal will be compatible with all Material.

3.15 In relation to your access to the Portal, you must:

3.15.1 report any faults or suspected faults with or in the Portal to us immediately upon discovery;

3.15.2 report to us any abuse of the Internet (including spam, hacking and phishing) that you consider to have taken

place through the use of the Portal by any person, and you must include in such report as much information as you are able to provide to us relating to the type of abuse that you have witnessed;

3.15.3 ensure that you fully co-operate with, and make yourself available at all reasonable times for discussion and meetings with, us, including in order to enable us to carry out fully, accurately and promptly our obligations under this Agreement;

3.15.4 not submit to us anything which in any respect may infringe the Intellectual Property Rights or privacy or other rights of us or any third party; and

3.15.5 immediately provide us with such information, data, documentation and assistance that will enable us to carry out fully, accurately and promptly our obligations under this Clause 3.

3.16 You must not in any way use the Portal, or submit to us or the Portal, anything which in any respect:

3.16.1 is in breach of any law, statute, regulation or byelaw of any applicable jurisdiction;

3.16.2 is fraudulent, criminal or unlawful;

3.16.3 is inaccurate or out-of-date;

3.16.4 is obscene, indecent, vulgar, discriminatory, offensive, threatening, defamatory or untrue;

3.16.5 is in contravention of any applicable law, nor allow or assist any third party in doing so;

3.16.6 impersonates any other person or body or misrepresents a relationship with any person or body;

3.16.7 may infringe or breach the copy or Intellectual Property Rights of any third party;

3.16.8 may be contrary to our interests;

3.16.9 is contrary to any specific rule or requirement that we may stipulate for the Portal; or

3.16.10 involves your use, delivery or transmission of any viruses, unsolicited communications, Trojan horses, trap doors, cancelbots, back doors, worms, easter eggs, time bombs or computer programming routines that are intended to damage, interfere with, surreptitiously intercept or expropriate any data, personal information or system.

3.17 You must not use any automated means to access the Portal or collect any information from it unless we explicitly agree in writing to allow you to do so.

3.18 It is your responsibility to ensure that the Portal is sufficient and suitable for your purposes and meets your individual requirements. It is your responsibility to ensure that your use of the Portal is in your best interests, and you bear sole responsibility and Liability (subject to Clause 8.2) for the consequences of your use of the Portal.

3.19 It is your responsibility to ensure that you provide us with the information required to enable us to properly make the Portal available to you and to perform our obligations under this Agreement. We shall not be responsible or have any Liability (subject to Clause 8.2) for any failure to make the Portal available or to perform our obligations under this Agreement to the extent caused by your failure to properly ensure the provision of the relevant information to us.

3.20 Access to an Account and/or the Portal may be suspended or withdrawn to or from you or all Users temporarily or permanently, at any time and at our sole discretion, without notice. We may also impose restrictions on the length and manner of usage of any part of the Portal or access for any reason. If we impose restrictions on you, you must not attempt to use your Account or the Portal under any other name or user.

3.21 Whilst we endeavour to ensure that information and materials on the Portal are correct, no warranty, guarantee or representation, express or implied, is given that they are complete, accurate, up-to-date, fit for a particular purpose and, to the extent permitted by law and we shall not have any Liability (subject to Clause 8.2) for any errors or omissions.

4. Sensor Hire

4.1 Subject to the terms of this Agreement, we shall hire the Sensors to you for use at the Site.

4.2 We shall deliver the Sensors to you at the Site. We shall use reasonable endeavours to effect Delivery by the date and time detailed in the Order Form. Acceptance of Delivery by you or your employee or other representative shall constitute conclusive evidence that you have examined the Sensors and have found them to be in good condition, complete and fit in every way for the purpose for which they are intended.

4.3 You shall ensure that a suitably qualified electrical engineer installs (at your sole cost and risk) the Sensors at the Site, in accordance with our instructions. During the installation of the Sensors at the Site by your qualified electrical engineer, you shall be responsible and liable for any loss or damage caused by you or your qualified electrical engineer to the Sensors.

4.4 The Sensors shall, at all times, remain our or our supplier's property, and you shall have no right, title or interest in or to the Sensors; save the right to possession and use of the Sensors, subject to the terms of this Agreement.

4.5 The risk of loss, theft, damage or destruction of the Sensors shall pass to you on Delivery. During the Term, the Sensors shall remain at your sole risk and any further term during which the Sensors are in your possession, custody or control (the **"Risk Period"**), until such time as the Sensors are redelivered to us. During the Term and Risk Period, you shall, at your own expense, obtain and maintain the following insurances:

4.5.1 insurance of the Sensors to a value not less than the full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as we may from time to time nominate in writing; and

4.5.2 insurance against such other or further risks relating to the Sensors as may be required by law from time to time; and

4.5.3 such other insurance as we may from time to time consider reasonably necessary and advise to you.

4.6 You shall give us immediate written notice in the event of any loss, accident or damage to the Sensors arising out of or in connection with your possession or use of the Sensors.

4.7 You shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to us and proof of premium payment to confirm the insurance arrangements.

4.8 If you fail to effect or maintain any of the insurances required under Clause 4.5, we shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from you.

4.9 During the Term, you shall:

4.9.1 ensure that the Sensors are kept and operated in a suitable environment (as we may determine from time to time), used only for the purposes for which they are designed, and used in accordance with our instructions and guidance from time to time;

4.9.2 make no alteration or modification to the Sensors and you shall not remove any existing components or parts from the Sensors;

4.9.3 keep us fully informed of all material matters relating to the Sensors (including any changes to the Site which may materially adversely affect the Sensors);

4.9.4 keep the Sensors at all times at the Site and you shall not move or attempt to move the Sensors to any other location or site without our prior written consent;

4.9.5 permit us or our representative to inspect the Sensors at all reasonable times and, for such purpose, to enter the Site, and you shall grant reasonable access and facilities for such inspection;

4.9.6 not, without our prior written consent, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Sensors or allow the

creation of any mortgage, charge, lien or other security interest in respect of the Sensors;

4.9.7 not do or permit to be done any act or thing which will or may jeopardise our right, title and/or in the Sensors;

4.9.8 not suffer or permit the Sensors to be confiscated, seized or removed out of your possession or control under any distress, execution or other legal process; provided that if the Sensors are so confiscated, seized or removed, you shall immediately notify us and you shall (at your sole cost and expense) use your best endeavours to ensure an immediate release of all the Sensors and you shall indemnify us on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation, seizure or removal;

4.9.9 not use the Sensors for any unlawful or illegal purpose;

4.9.10 ensure that at all times the Sensors remain identifiable as being our property and shall ensure that any visible sign to that effect remains attached to the Sensors;

4.9.11 deliver up the Sensors at the end of the Term or on earlier termination of this Agreement (for whatever reason) at such address as we may reasonably require, or if necessary allow us or our representatives access to the Site for the purpose of removing the Sensors; and

4.9.12 not do or permit to be done anything which could invalidate the insurances referred to in Clause 4.5.

4.10 You acknowledge and agree that we shall (subject to Clause 8.2) not be responsible or have any Liability for any loss of or damage to the Sensors arising out of or in connection with any negligence, misuse, mishandling of the Sensors or otherwise caused by you or your officers, employees, agents and contractors, and you agree to indemnify us on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with your failure to comply with the terms of this Clause 4.

4.11 We warrant that the Sensors shall substantially conform to any description or specification set out in the Order Form (or as we may otherwise make available to you), be of satisfactory quality and fit for any purpose held out by us from time to time.

4.12 We shall use reasonable endeavours to provide reasonable technical support (as we shall determine from time to time) and remedy, free of charge, any material defect in the Sensors which manifests itself during the Term, provided that:

4.12.1 you notify us of any defect in writing within five (5) Business Days of the defect occurring or of becoming aware of the defect;

4.12.2 you allow us or our representatives to make a full and detailed examination of the alleged defect;

4.12.3 the defect did not materialise as a result of any misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than us or our authorised personnel; and

4.12.4 the defect is directly attributable to defective material, workmanship or design.

5. Consultancy Services

5.1 Subject to the terms of this Agreement, we shall provide the Consultancy Services to you in accordance with the Order Form.

5.2 We warrant that:

5.2.1 we shall use our reasonable skill and care in providing the Consultancy Services;

5.2.2 our employees have the necessary skill to provide any Consultancy Services;

5.2.3 so far as we are aware, we have all necessary rights to enter into, and perform our obligations under, this Clause 5 (including Intellectual Property Rights in respect of the Deliverables);

5.2.4 we shall use our reasonable endeavours to ensure that whilst our employees are on your premises they conform to your normal codes of staff and security practice as are advised to them in advance by you; and

5.2.5 we shall comply with all applicable laws in relation to the exercise of our rights and performance of our obligations under this Clause 5.

5.3 We do not warrant that the Consultancy Services or Deliverables will meet your individual requirements. We are not responsible for any people, equipment, deliverables or services that we are not expressly stipulated to provide in this Agreement. You are responsible for any people, equipment, deliverables and services that you need to obtain from someone other than us. Except for any matter in relation to which we specifically agree in writing to advise or do, we shall not be responsible, or have any Liability (subject to Clause 8.2) for advising on, or failing to advise on, or doing, or failing to do, anything else.

5.4 Subject to us performing the Consultancy Services within any timeframe agreed as being necessary for the performance of the Consultancy Services, we may select our own working times and location. We shall not unreasonably withhold or delay our agreement to perform the Consultancy Services at any other place that you reasonably request, although you acknowledge that we may charge additional Fees, Rates and/or other expenses to reflect our additional costs in performing the Consultancy Services at the different location.

5.5 Unless otherwise agreed in writing; we shall be responsible for the provision of the Consultancy Services only. You shall be responsible for any decision or implementation by you and your employees, agents and other contractors relating to any advice, recommendation or course of action that we propose in the provision of the Consultancy Services, and (subject to Clause 8.2) we shall have no Liability for the results of such decision or implementation.

5.6 We shall use our reasonable endeavours to perform our obligations under this Clause 5 within any timescales set out in the Order Form. However (subject to Clause 8.2) we shall not have any Liability for any delays or failures to accurately perform our obligations:

5.6.1 if we have used those endeavours; or

5.6.2 if those delays or failures are caused by any failure or delay on your part or on the part of your employees, agents or subcontractors or by any breach by you of this Agreement or any other agreement.

If there is any delay, we shall use our reasonable endeavours to reschedule delayed tasks to a mutually convenient time.

5.7 If we are delayed or hindered in providing any Consultancy Services as a result of any breach, delay or failure by you to perform any of your obligations under this Agreement or of any other agreement between us and you, then we may charge you at the Rates for:

5.7.1 any time reasonably incurred as a result of the hindrance or breach (including any wasted time for which we had anticipated that our personnel would provide Consultancy Services under this Agreement but become unable to provide the Consultancy Services at that time as a result of your act or omission); and

5.7.2 any time that we were going to spend in providing the Consultancy Services, in addition to the time we actually do spend in providing the Consultancy Services.

5.8 You shall (and, where, appropriate, you shall ensure that your employees, agents and other contractors shall):

5.8.1 ensure that the terms of the Order Form, and any specification or instructions you provide to us for the Consultancy Services, are complete, accurate and up to date;

5.8.2 provide proper, adequate, safe, comfortable and suitable environmental and operating conditions if we undertake any work at your premises;

5.8.3 inform us in writing a reasonable time before the commencement of any Consultancy Services of any regulations relevant to us when working at any premises under your control;

5.8.4 be present and available at your premises at the required times to enable us to perform our obligations at the times we reasonably require under this Agreement;

5.8.5 fully, frequently and promptly update us as to progress with use of the Consultancy Services and Deliverables generally, and your activities and developments generally, including reporting on any concerns, issues, queries or comments that need to be resolved or discussed;

5.8.6 ensure that your employees, agents and subcontractors fully co-operate with, and make themselves available at all reasonable times for discussion and meetings with us and our employees, agents and subcontractors to enable us to promptly perform our obligations under this Agreement;

5.8.7 promptly provide to us such data, information and assistance that will enable us to carry out fully, accurately and promptly our obligations under this Agreement to the best of our ability;

5.8.8 take all care and assume all responsibility and Liability (subject to Clause 8.2) with using, instructing or employing any third parties (including other service providers) recommended or referred by us;

5.8.9 promptly comply with all of our reasonable requests in connection with this Agreement;

5.8.10 have all rights, permissions and consents to enter into, and perform your obligations under, this Agreement; and

5.8.11 comply with all applicable laws, statutes, regulations and bye-laws in relation to the exercise of your rights and performance of your obligations under this Agreement.

5.9 It is your responsibility to ensure that the Consultancy Services and the Deliverables are sufficient and suitable for your purposes and meet your individual requirements.

5.10 You are responsible for ensuring that you provide us with the information required to enable us to properly provide the Consultancy Services. We shall not be responsible or (subject to Clause 8.2) have any Liability for any failure to provide the Consultancy Services to the extent caused by your failure to properly ensure the provision of the relevant information.

5.11 It is your responsibility to ensure that:

5.11.1 any decision or implementation made by you and your employees, agents and other contractors as a result of any advice, recommendation or course of action proposed in the provision of the Consultancy Services by us is made in your best interests; and

5.11.2 the process of making such decision or implementation by you and your employees, agents and other contractors is made in compliance with your relevant risk strategy;

and you bear absolute responsibility and Liability for the consequences of any such decision or implementation.

5.12 You shall indemnify and hold us harmless against all liabilities, costs, expenses, damages and losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with any breach by you of Clauses 5.8 to 5.11 (inclusive). This indemnity shall apply whether or not you have been negligent or at fault.

6. Fees

6.1 In consideration of hiring the Sensors and/or obtaining the relevant Consultancy Services we provide, pursuant to this Agreement, you shall pay to us the relevant Fees as set out in the Order Form.

6.2 We may charge you for our reasonable costs and expenses incurred in the course of performing our obligations under this Agreement, including for the reasonable accommodation, travel, telephone, food, subsistence, out-of-pocket, any other expenses incurred in the course of performing this Agreement outside of the relevant person's normal place of work, stationery, and materials or equipment agreed in writing between the Parties that we will purchase on your behalf.

6.3 You shall pay to us all amounts due to us under this Agreement at such times and in such instalments as we may direct from time to time. We may issue invoices for the amounts due to us under this Agreement at such intervals as we may, at our absolute discretion, consider appropriate. Unless stipulated in the Order Form or we shall notify you otherwise, each invoice issued by us shall be paid by you within 30 days of the date of the invoice.

6.4 If we are to incur significant expense on your behalf, the Parties may agree (such agreement not to be unreasonably withheld or delayed), on a case-by-case basis, that you shall pay us in advance before we have incurred the expense.

6.5 Unless otherwise set out in the Order Form, all sums due under this Agreement are exclusive of VAT or other sales, import or export duties or taxes (if applicable) which shall be payable in addition at the same time as payment of any sums due.

6.6 Where payment for any Consultancy Services is on a time basis, we shall maintain full and accurate records of the time spent in providing those Consultancy Services to you and shall produce such records to you for inspection at all reasonable times on request.

6.7 You shall pay us by any payment method that we may stipulate from time to time. No payment shall be considered paid until we have received it in cleared funds in full.

6.8 Payment shall be in the currency in force in England from time to time or such other currency as we may stipulate from time to time for the Fees.

6.9 We reserve the right to increase the Fees and the Rates in respect of any Consultancy Services, Deliverables and/or Sensors not included in the Order Form which we may agree, at our absolute discretion, to provide to you in addition to those Consultancy Services, Deliverables and/or Sensors set out in the Order Form.

6.10 Where Consultancy Services are provided on a time basis, we do not guarantee that any work intended to be completed within a particular period of time or within a particular maximum figure will be completed during that timeframe or within that budget, and if you would like us to spend any more time continuing to work towards producing a result where this Agreement contains a capped amount of time to be spent, any more time will be subject to us and you first agreeing a change to this Agreement in accordance with Clause 17.

6.11 If you are late in paying any part of any monies due to us under this Agreement and such payment remains outstanding for seven days following us providing notice to you of such outstanding payment, we may (without prejudice to any other right or remedy available to us whether under this Agreement or by any statute, regulation or bye-law) do any or all of the following:

6.11.1 charge interest and other costs on the overdue amount due but unpaid at the annual rate of interest of 8% above the Bank of England base rate from the due date until payment (after as well as before judgment), such interest to run from day to day and to be compounded monthly;

6.11.2 recover our costs and expenses and charges (including legal and debt collection fees and costs) in collecting the late payment; and

6.11.3 immediately suspend performance of this Agreement (including access to the Portal) until payment in full has been made.

7. Confidentiality

7.1 Each Party must keep the other Party's Confidential Information confidential and must not:

7.1.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement; or

7.1.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this Clause 7.

Each Party must use adequate procedures and security measures to protect the other Party's Confidential Information from inadvertent disclosure or release to unauthorised persons.

7.2 A Party may disclose the other Party's Confidential Information to those of its employees, agents and subcontractors who need to know such Confidential Information provided that:

7.2.1 it informs such employees, agents and subcontractors of the confidential nature of the Confidential Information before disclosure; and

7.2.2 it does so subject to obligations equivalent to those set out in this Clause 7.

7.3 A Party may disclose the Confidential Information of the other Party 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 and, where notice of disclosure is not prohibited and is given in accordance with this Clause 7.3, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.

7.4 The obligations of confidentiality in this Clause 7 shall not extend to any matter which either Party can show:

7.4.1 is in, or has become part of, the public domain other than as a result of a breach of the confidentiality obligations of this Agreement; or

7.4.2 was independently developed by it; or

7.4.3 was independently disclosed to it by a third party entitled to disclose the same; or

7.4.4 was in its written records prior to receipt.

7.5 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.

7.6 We may also disclose general information about our relationship with you and your service requirements with other members of the Inspired Group to enable those entities to identify any of their products and services which may be of interest to you and, where appropriate, to contact you about any potentially relevant opportunities.

7.7 We may identify you as our client, provided that, in doing so, we shall not reveal any of your Confidential Information (without your prior written consent).

7.8 On termination of this Agreement, each Party must:

7.8.1 return to the other Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information, save that each Party may keep one copy of a document containing Confidential Information for business records;

7.8.2 erase all the other Party's Confidential Information from its computer systems (to the extent possible); and

7.8.3 certify in writing to the other Party that it has complied with the requirements of this Clause 7.8, provided that a recipient Party may retain documents and materials containing, reflecting, incorporating or based on the other Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority.

7.9 The provisions of this Clause 7 shall continue to apply after termination of this Agreement.

8. Limitation of Liability

8.1 This Clause 8 prevails over all of this Agreement and sets forth our entire Liability, and your sole and exclusive remedies, in respect of:

8.1.1 performance, non-performance, purported performance, delay in performance or mis-performance of this Agreement or any services in connection with this Agreement; or

8.1.2 otherwise in relation to this Agreement or entering into this Agreement.

8.2 Neither Party excludes or limits its Liability for:

8.2.1 its fraud; or

8.2.2 death or personal injury caused by its Breach of Duty; or

8.2.3 any breach of the obligations implied by Section 2 of the Supply of Goods and Services Act 1982; or

8.2.4 any other Liability which cannot be excluded or limited by applicable law.

8.3 Subject to Clause 8.2, and other than any Liability arising pursuant to this Agreement, we do not accept, and hereby exclude, any Liability for Breach of Duty.

8.4 Subject to Clause 8.2, we shall not have any Liability in respect of any:

8.4.1 indirect or consequential losses, damages, costs or expenses;

8.4.2 loss of actual or anticipated profits;

8.4.3 loss of contracts;

8.4.4 loss of use of money;

8.4.5 loss of anticipated savings;

8.4.6 loss of revenue;

8.4.7 loss of goodwill;

8.4.8 loss of reputation;

8.4.9 loss of business;

8.4.10 ex gratia payments;

8.4.11 loss of operation time;

8.4.12 loss of opportunity;

8.4.13 loss caused by the diminution in value of any asset; or

8.4.14 loss of, damage to, or corruption of, data;

whether or not such losses were reasonably foreseeable or we or our agents or contractors had been advised of the possibility of such losses being incurred. For the avoidance of doubt, Clauses 8.4.2 to 8.4.14 (inclusive) of this Clause 8.4 apply whether such losses are direct, indirect, consequential or otherwise.

8.5 Subject to Clause 8.2, our total aggregate Liability arising out of or in connection with all claims in aggregate (including warranty claims and losses relating to the breach of warranty) shall be limited to the greater of:

8.5.1 110% of all amounts paid and total other sums payable, in aggregate, by you to us under this Agreement in the 12 months prior to the date on which the claim first arose; or

8.5.2 £20,000.

8.6 The limitation of Liability under Clause 8.5 has effect in relation both to any Liability expressly provided for under this Agreement and to any Liability arising by reason of the invalidity or unenforceability of any term of this Agreement.

8.7 You acknowledge and accept that we only provide the Consultancy Services, Deliverables and/or Sensors and access to the Portal to you, and otherwise perform our obligations and exercise our rights, under this Agreement, on the express condition that we will not be responsible, nor, subject to Clause 8.2, shall we have any Liability, directly or indirectly, for any act or omission of you, your affiliates or your or their employees, agents, contractors, suppliers or customers or any third party.

9. Intellectual Property Rights

9.1 You acknowledge and agree that we or our licensors own all Intellectual Property Rights in the

9.1.1 Consultancy Services;

9.1.2 Deliverables;

9.1.3 Processes;

9.1.4 Portal; and

9.1.5 Sensors;

and any rights arising out of or in connection with them.

9.2 We grant to you a perpetual exclusive licence to use the Deliverables which will continue following the termination of this Agreement.

9.3 We acknowledge that you own all Intellectual Property Rights in the In-put Material. You grant to us a non-exclusive, perpetual, royalty-free, transferable licence to use that Material to the extent necessary for us to provide the Consultancy Services to you.

10. Term and Termination

10.1 This Agreement shall, commence on the Commencement Date and shall continue for the Initial Term and, thereafter, this Agreement shall be automatically renewed for successive periods of 12 months (each a **"Renewal Period"**), unless and until:

10.1.1 either party notifies the other party of termination, in writing, at least 90 days before the end of the Initial Term or any Renewal Period, in which case this Agreement shall terminate on the expiry of the applicable Initial Term or Renewal Period; or

10.1.2 otherwise terminated in accordance with the provisions of this Agreement.

10.2 Without prejudice to any of our rights or remedies, we may terminate this Agreement with immediate effect (or such other notice period as we see fit in our absolute direction) by giving notice to you if you fail to pay any amount due under this Agreement on the due date for payment and such amount remains in default not less than seven days after being notified to make such payment.

10.3 Either Party may terminate this Agreement immediately by notice in writing to the other Party if:

10.3.1 (without prejudice to Clause 10.2) the other Party is in material breach of any of its obligations under this Agreement, and, where such material breach is capable of remedy, the other Party fails to remedy such breach within a period of 10 Business Days of being notified of such breach by the Party;

10.3.2 the other Party gives notice to any of its creditors that it has suspended or is about to suspend payment or if it shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or an order is made or a resolution is passed for the winding-up of the other Party or an administration order is made or an administrator is appointed to manage the affairs, business and property of the other Party or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the other Party's assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or administrator or which entitle the court to make a winding-up or bankruptcy order or the other Party takes or suffers any similar or analogous action in consequence of debt in any jurisdiction; and/or

10.3.3 the other Party ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

10.4 Termination or expiry of this Agreement shall be without prejudice to any accrued rights or remedies of either Party.

10.5 Termination or expiry of this Agreement shall not affect the coming into force, or continuance in force, of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

10.6 On termination or expiry of this Agreement for any reason:

10.6.1 you will cease to have access to your Account and the Portal;

10.6.2 our consent to your possession of the Sensors shall terminate and you shall return the Sensors to us at your cost within 14 days of our request for you to do so: if you fail to do so, we may (without prejudice to any right or remedy available to us):

i) charge you £400 per Sensor Bridge and £150 per Sensor for all equipment not returned; and

ii) by our authorised representatives, without notice and at your expense, retake possession of the Sensors and for this purpose may enter the Site or any premises at which the Sensors are located.

iii) where Sensors are not returned you agree to undertake all obligations, financial and otherwise, in connection with (i) the treatment, recovery and environmentally sound disposal of the Sensors and (ii) the disposal of any associated packaging, in accordance with regulations applicable in the UK.

10.6.3 we shall cease to provide access to the Portal, and the Consultancy Services, Deliverables and Sensors, under this Agreement; and

10.6.4 all outstanding Fees and any other sums shall become immediately payable, whether invoiced or not.

11. Force Majeure

Neither Party shall be in breach of this Agreement nor (subject to Clause 8.2) have any Liability for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 60 days, the Party not affected may terminate this agreement by giving immediate written notice to the affected Party.

12. Notices

12.1 Any notice given to either Party under or in connection with this Agreement shall be in writing, addressed to the relevant Party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that Party may have specified to the other Party in writing, and shall be delivered personally, sent by pre-paid first class post, recorded delivery or commercial courier.

12.2 A notice shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 12.1; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; or, if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

12.3 The provisions of this Clause 12 shall not apply to the service of any proceedings or other documents in any legal action.

13. Assignment

You must not assign, transfer, charge or otherwise encumber, create any trust over, or deal in any manner with, this Agreement or any right, benefit or interest under it, nor transfer, novate or sub-contract any of your obligations under it, without our prior written consent (such consent not to be unreasonably withheld or delayed).

14. Severance

14.1 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

14.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15. Waiver

A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

16. Third party rights

A person who is not a Party shall not have any rights under or in connection with this Agreement.

17. Variation

This Agreement may not be varied except by a written document signed by or on behalf of each of the Parties.

18. No partnership

Nothing in this Agreement shall constitute a partnership or employment or agency relationship between the Parties.

19. Governing law and jurisdiction

19.1 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 construed in accordance with the laws of England.

19.2 The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation.

Version: 6 (last updated 26 October 2026)