



Save Our Planet Energy Group Ltd
9A Quay View, North Shields
Tyne & Wear NE30 1HJ
0191 466 1365

End-User Licence Agreement (EULA)

Please read this EULA carefully, as it sets out the basis upon which Save Our Planet Energy Group Limited licences the Software for use. By accepting the Software, you agree to be bound by the provisions of this EULA. By agreeing to be bound by this EULA, you further agree that your employees OR any person you authorise to use the Software will comply with the provision of this EULA.

1. Definitions and interpretation

1.1 In this Agreement: [except to the extent expressly provided otherwise]:

Acceptable Use Policy: the acceptable use policy for the Software, as revised from time to time, the current version of which is set forth in Schedule 4;

Additional Services: any services as agreed between the parties from time to time as per this agreement including consultancy, development or training services;

Agreement: the software licence (including the schedules) and any amendments to it from time to time;

Annual Fee: as set forth in Schedule 3, the Charge payable annually relating to the stated number of meters;

Business Day: any week day, other than a bank or public holiday in England;

Business Hours: between 09:00 and 17:00 during a Business Day;

Charges: the amounts payable by the Client to Save Our Planet Energy Group Limited under or in relation to this agreement (as set forth in schedule 2) including the Annual Fee and the Additional Meter Fee;

Claim: any claim, demand, threat or request made or intimated against the Client and or Save Our Planet Energy Group Limited directly or indirectly in connection with its use of the Software;

Commencement Date: the date Save Our Planet Energy Group Limited agrees to commence the provision of the Services as per schedule 1;

Data: all data processed by Save Our Planet Energy Group Limited or provided to Save Our Planet Energy Group Limited for processing or which may be made available to Save Our Planet Energy Group Limited by the Client;

Data Protection Laws: the General Data Protection Regulation 2018, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2011 together with any other laws applicable to the protection of personal data in force from time to time in England and Wales and any related regulations and guidance (as from time to time amended, extended, re-enacted or consolidated) and all subordinate legislation, regulations and guidance made pursuant to any of them;

Force Majeure Event: an event, or a series of related events, that is outside the reasonable control of the party affected (including power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars) including any act, event, non-happening, omission or accident beyond Save Our Planet Energy Group Limited's reasonable control and includes in particular (without limitation) terrorist attack, war, fire, malicious damage, epidemic, storm, flood or other natural disaster or adverse weather conditions, strikes, lock-

outs, other industrial action or other shortage of available staff, impossibility of the use of public or private telecommunications networks, or interruption or failure of utility service, malicious activity against Save Our Planet Energy Group Limited's computer systems such as unauthorised access, computer virus or denial of service attack, other illegal or unlawful actions of third parties, acts or omissions of other Clients and/or their users or non-performance by suppliers, subcontractors or agents and the acts, decrees, legislation, regulations, policy or restrictions of any government or public authority;

Intellectual Property Rights: all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights (and the "intellectual property rights" referred to above include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

Modifications: additions, edits, alterations and modifications made to the Software by Save Our Planet Energy Group Limited under Schedule 2;

Personal Data: has the meaning given to it in the Data Protection Laws;

Services: the Services provided under this agreement as per schedule 1; **Software:** the computer software as per schedule 1 including any developments, Upgrades and Modifications applied to the Software;

Term: the term of this agreement;

Upgrades: new versions of, and updates to, the Software whether for the purpose of fixing an error, bug or other issue in the Software or enhancing the functionality of the Software;

User: an individual person who accesses the Software on behalf of the Client; and

1.2 The schedules to this agreement shall have the same force and effect as if set forth in the body of this agreement.

1.3 Any reference to the singular shall include the plural and vice versa and any reference to one gender shall include all genders including the neuter gender.

1.4 Any reference to a person shall, unless the context otherwise requires, include individuals, partnerships, companies and all other legal persons.

1.5 The words include, includes, including and included and like words and expressions will be construed without limitation unless inconsistent with the context.

2. Agreement and term

2.1 The terms and conditions governing the agreement are as set forth in this agreement save that in the event of any conflict between this agreement and a confirmation of order provided from time to time by Save Our Planet Energy Group Limited to the Client the confirmation of order shall prevail.

2.2 This agreement will come into force on the Commencement Date and will continue in force subject to twelve calendar months' notice being served by either party provided that such notice may not be served before the first anniversary of the Commencement Date.

3. Licence

3.1 In consideration of and subject to the receipt by Save Our Planet Energy Group Limited of the Charges as per this agreement Save Our Planet Energy Group Limited grants to the Client for the Term, a non-exclusive, revocable licence to use the Software in accordance with and subject to the terms of this agreement.

3.2 The Client shall have no rights or interests in or to the Software other than as set forth in this agreement.

3.3 The Client must not sub-license any rights to which it is entitled under this agreement.

3.4 The Client must not sell, resell, rent, lease, supply, publish or distribute the Software.

- 3.5 The Client must not interfere with, damage, disrupt, copy, modify, alter, adapt or edit the Software.
- 3.6 The Client must not de-compile or reverse engineer the Software or use the source code of the Software or use the Software in any human readable format.
- 3.7 The Client must not attempt to circumvent any security measure or other restriction of directly or indirectly in connection with the Software.
- 3.8 The Software may only be installed and used at the premises as permitted by Save Our Planet Energy Group Limited from time to time and confirmed in writing.
- 3.9 The Software must not be used at any point in time by more than the number of Users as confirmed in writing by Save Our Planet Energy Group Limited from time to time.
- 3.10 Users may only be the employees of the Client and:
- 3.10.1 if the Client is a company, the Client's officers;
- 3.10.2 if the Client is a partnership, the Client's partners; and
- 3.10.3 if the Client is a limited liability partnership, the Client's members.
- 3.11 If the Client wishes for an agent or subcontractor to be entitled to use the Software it shall first seek the prior written approval of Save Our Planet Energy Group Limited and such approval (if given) shall be subject to the following conditions:
- 3.11.1 each such agent or subcontractor shall provide a signed declaration to Save Our Planet Energy Group Limited in writing in such form as reasonably required by Save Our Planet Energy Group Limited recording its undertaking to comply with the terms of this agreement; and
- 3.11.2 the Client shall be liable to Save Our Planet Energy Group Limited for any losses arising out of an act or omission of the agent or subcontractor which would have been a breach of this agreement if committed or omitted by the Client.
- 3.12 Save Our Planet Energy Group Limited (or Save Our Planet Energy Group Limited's appointed representative) may audit the computer systems and manual records of the Client at the premises of the Client for the purpose of ascertaining whether the Client is complying with the terms of the licences set forth in this agreement. Such an audit shall be limited to those computer systems and manual records that are reasonably likely to provide evidence of compliance or noncompliance. The Client shall provide to Save Our Planet Energy Group Limited all reasonable cooperation in relation to the audit. Save Our Planet Energy Group Limited must give to the Client at least five Business Days' written notice of such an audit visit. This right of audit shall survive the termination of this agreement and shall continue for a period of twelve months following the date of effective termination.
- 3.13 A separate User account must be registered for every individual User. Under no circumstances must User accounts be shared between two or more individuals.
- 3.14 A restriction on the number of Users is on the total amount of Users who may be allocated User accounts (and therefore access the Software). Save as provided by clause 3.15 once the number of User accounts corresponding to the maximum set forth in the agreement have been created no further User accounts may be created, either during the current Term or any subsequent Term.
- 3.15 The Client may from time to time seek to vary access restrictions (for example to increase the maximum number of Users or to add additional authorised locations) by submitting a written request to Save Our Planet Energy Group Limited containing the details of the requested variation. If the request is accepted by Save Our Planet Energy Group Limited then the variation shall take effect upon payment of any required Charges relating to the variation following acceptance of the request (unless an alternative date is agreed).
- 3.16 Without prejudice to its other rights or remedies, Save Our Planet Energy Group Limited may require the Client to disable any User account at any time where it reasonably believes that the acts or omissions of such User has caused or is likely to cause the Client to breach this agreement, that the User account has been used by multiple people or that the User is not a person who is eligible to use the Software.

3.17 In no circumstances shall the Client allow or permit any party other than a User to access the Software. Users shall be permitted access only to the extent that they are using the Software for the Client's business purposes.

3.18 Notwithstanding any other provision of this agreement the Client's rights under this agreement are subject to the payment by the Client of all amounts owing to Save Our Planet Energy Group Limited under this agreement in full and on time.

3.19 The Client grants to Save Our Planet Energy Group Limited during the Term a non-exclusive licence to copy, adapt and otherwise use:

3.19.1 any works or materials provided by or on behalf of the Client to Save Our Planet Energy Group Limited for the purpose of assisting with or enabling the maintenance of the Software; and

3.19.2 any works or materials the rights in which have been exclusively licensed by Save Our Planet Energy Group Limited to the Client under this agreement;

in each case to the extent reasonably necessary to enable Save Our Planet Energy Group Limited to fulfil its obligations, and exercise its rights, under this agreement.

3.20 The licence granted under this agreement shall cease if this agreement is terminated for any reason or expires.

3.21 Save Our Planet Energy Group Limited at its absolute discretion may require the Client to nominate one or more employees as "support contacts", being the individuals who may file support requests with Save Our Planet Energy Group Limited and communicate with Save Our Planet Energy Group Limited regarding such requests. The names of the initial contacts shall be provided to Save Our Planet Energy Group Limited prior to commencement of this agreement and may be updated from time to time on written notice to Save Our Planet Energy Group Limited.

3.22 If Save Our Planet Energy Group Limited has invoked clause 3.21 the Client shall arrange that any requests for support from Users are passed in the first instance to a support contact who will then file a support request with Save Our Planet Energy Group Limited.

3.23 Additional Services may be ordered separately and shall be subject to the agreement of Save Our Planet Energy Group Limited. A request for Additional Services may be made by filing a support request or otherwise by contacting Save Our Planet Energy Group Limited, but unless otherwise agreed Additional Services shall only be provided following the Client's receipt from Save Our Planet Energy Group Limited of a confirmation of order of such services.

3.24 Save Our Planet Energy Group Limited shall deliver the Services through such parties and individuals as it sees fit from time to time.

3.25 Any timescales set forth for the performance of the Additional Services are for indicative purposes only.

4. the Software

4.1 For the avoidance of doubt nothing in this agreement requires Save Our Planet Energy Group Limited to deliver to the Client any copies of the source code of the Software, and nothing in this agreement constitutes a licence to use the source code of the Software.

4.2 From time to time changes may be made to the Software, including to improve its functionality or usability, add new features, remove features it reasonably considers to be obsolete, fix errors, improve its stability or address feedback received from Clients.

4.3 It may be necessary from time to time for all or part of the Software to be disabled for maintenance purposes. Where such maintenance is likely to affect the functionality or accessibility of the Software, Save Our Planet Energy Group Limited shall use reasonable endeavours to provide reasonable notice to the Client.

4.4 The Client shall be fully responsible for any acts or omissions of any Users or any other party accessing the Software using any User's access credentials (where or not with the Client's permission), as if such acts or omissions were the acts or omissions of the Client. The Client shall ensure that all Users are aware of the Acceptable Use Policy and all applicable terms in respect of use of the Software.

4.5 The Client shall use the Software only in accordance with this agreement (including the Acceptable Use Policy) and procure that all Users do the same.

4.7 The Client shall immediately notify Save Our Planet Energy Group Limited if it believes or suspects either that it may have breached any terms applicable to its licence to use the Software, that a User (or other person using a User's access credentials) may have failed to comply with the Acceptable Use Policy or that any User's access credentials may have been compromised.

4.8 Save Our Planet Energy Group Limited shall be entitled to suspend access to the Software (or any part thereof) for any or all Users without liability to the Client immediately and without notice or to take such action as it may in its discretion think appropriate if it reasonably believes:

4.8.1 not doing so may prejudice the security, integrity or operability of the Software or part of it, cause harm to another Client or other third party or give rise to a claim against Save Our Planet Energy Group Limited;

4.8.2 the Client or its Users have transmitted, uploaded or downloaded any content which contravenes the restrictions set forth in the Acceptable Use Policy; or

4.8.3 the Client is otherwise in breach of this agreement. Promptly following such suspension Save Our Planet Energy Group Limited shall notify the Client of the suspension, the reason for the suspension and what steps the Client may in the opinion of Save Our Planet Energy Group Limited take so that the suspension can be brought to an end, the parties anticipating there may be no such steps.

5. Client obligations

5.1 The Client will provide Save Our Planet Energy Group Limited with:

5.1.1 such access and co-operation as is required by Save Our Planet Energy Group Limited to enable the performance by Save Our Planet Energy Group Limited of its obligations under this agreement; and

5.1.2 all information and documents required by Save Our Planet Energy Group Limited

5.2 The Client shall not:

5.2.1 cause or permit anything which may damage or endanger the Software or assist or allow others to do so. The Client indemnifies Save Our Planet Energy Group Limited for any liability incurred to third parties for any use of the Software by the Client or on its behalf otherwise than in accordance with this agreement both during and after expiry or termination of the agreement;

5.2.2 use any name or mark similar to or capable of being confused with the trade marks of Save Our Planet Energy Group Limited;

5.2.3 assign, charge, grant any sub-licence of or otherwise deal with this agreement, or any rights and licences granted by this agreement in any way without the express written consent of Save Our Planet Energy Group Limited; or

5.2.4 describe itself as Save Our Planet Energy Group Limited or as agent or representative of Save Our Planet Energy Group Limited.

5.3 The Client agrees that, unless requested otherwise, it shall only provide copies of documentation to Save Our Planet Energy Group Limited and shall maintain the originals, such that it shall suffer no loss if the documentation is lost or damaged. Where it is expressly requested to provide originals it shall make a copy prior to providing them such that if the documentation were lost or damaged the only loss would be the replacement cost of that documentation, which shall accordingly be Save Our Planet Energy Group Limited's sole liability in such circumstances.

6. Invoicing and payment

6.1 Save Our Planet Energy Group Limited will issue invoices for the Charges to the Client as Charges fall due under schedule 3.

6.2 All Charges stated in or in relation to this Agreement are stated exclusive of VAT, unless the context requires otherwise.

6.3 Charges must be paid by bank transfer using such payment details as are notified by Save Our Planet Energy Group Limited to the Client from time to time.

6.4 If the Client does not pay any amount properly due to Save Our Planet Energy Group Limited under or in connection with this agreement, Save Our Planet Energy Group Limited may:

6.4.1 charge the Client interest on the overdue amount at the rate of 8% per year above the base rate of the Bank of England from time to time; or

6.4.2 claim interest and statutory compensation from the Client pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

6.5 Save Our Planet Energy Group Limited may suspend access to the Software or the provision of any of the maintenance services and/or Additional Services without liability if any amount due to it from the Client is not paid by the due date and may maintain such suspension until all outstanding sums due to Save Our Planet Energy Group Limited from the Client have been paid. This does not affect the liability of the Client either to make payment as per clause 6.4 or pay for the Additional Services during any period of suspension.

6.6 All amounts due shall be paid by the Client to Save Our Planet Energy Group Limited in full without any setoff, counterclaim, deduction or withholding.

7. Warranties

7.1 Save Our Planet Energy Group Limited warrants to the Client that it will perform its obligations under this agreement with reasonable care and skill. All warranties not set forth in this agreement whether express or implied by statute or otherwise are excluded to the extent permitted by law.

7.2 The Client warrants that it has satisfied itself that the Software meets all of its requirements. By the nature of the Software, Save Our Planet Energy Group Limited cannot warrant that it will be entirely error free. In the event that the Client does experience issues with the Software, Save Our Planet Energy Group Limited's remedial work to address each such issue shall be Client's sole and exclusive remedy for any problems or deficiencies with the Software.

7.3 The Client warrants to Save Our Planet Energy Group Limited:

7.3.1 that it has the legal right and authority to enter into and perform its obligations under this agreement; and

7.3.2 that any works or materials provided by or on behalf of the Client to Save Our Planet Energy Group Limited will not:

(i) infringe any person's Intellectual Property Rights or other legal rights;

(ii) breach any laws, statutes or regulations; or

(iii) give rise to a cause of action against Save Our Planet Energy Group Limited or the Client or any other person; in each case.

7.4 The Client acknowledges that:

7.4.1 complex software such as the Software is never wholly free from defects, errors and bugs, and Save Our Planet Energy Group Limited gives no warranty or representation that the Software will be wholly free from such defects, errors and bugs;

7.4.2 Save Our Planet Energy Group Limited does not warrant or represent that the Software will be compatible with any application, program or software not specifically confirmed by Save our Planet Energy Group Limited as compatible with the Software; and

7.4.3 Save Our Planet Energy Group Limited will not and does not purport to provide any legal, taxation or accountancy advice under this agreement or in relation to the Software and (except to the extent expressly provided otherwise) Save Our Planet Energy Group Limited does not warrant or represent that the Software will not give rise to any civil or criminal legal liability on the part of the Client or any other person.

7.5 All of the parties' warranties and representations in respect of the subject matter of this agreement are expressly set forth in the terms of this agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this agreement will be implied into this agreement.

7.6 Nothing shall operate to transfer any rights, title and interest (including Intellectual Property Rights) in the Software whatsoever to the Client.

7.7 The Client grants Save Our Planet Energy Group Limited a non-exclusive royalty free licence to use such of the Client's information and data for the purposes of providing the Software as Save Our Planet Energy Group Limited may direct from time to time.

7.8 The Client must promptly notify Save Our Planet Energy Group Limited if it receives notice of any Claim or has reason to suspect that a Claim may be brought; the Client must then allow Save Our Planet Energy Group Limited to take full conduct of such Claim, including any negotiations and including the right to settle the Claim on such terms as Save Our Planet Energy Group Limited sees fit and shall provide all such co-operation as Save Our Planet Energy Group Limited may request.

7.9 The Client must not make any admission, concession or other statement regarding the Claim to any party, other than to acknowledge receipt of documentation and to confirm (where applicable) that Save Our Planet Energy Group Limited has conduct of the Claim.

7.10 Where Save Our Planet Energy Group Limited becomes aware of any Claim or potential Claim that the Software, or any Modifications or Upgrades and/or receipt of any Additional Services infringes any Intellectual Property Rights of any third party, whether or not this constitutes or may constitute a Claim Save Our Planet Energy Group Limited may at its option:

7.10.1 suspend access to the Software (or the affected part) and/or suspend the Maintenance Services and/or Additional Services (or the affected parts);

7.10.2 modify the Software, the User Guide, the maintenance services and/or Additional Services to remedy the infringement; and/or

7.10.3 terminate the agreement.

7.11 Where access to the Software or the provision of Additional Services, is suspended or terminated pursuant to clause 7.10 and the loss of such access is not attributable in whole or in part to the Client's actions and or omissions Save Our Planet Energy Group Limited may make a pro rata refund to the Client calculated by Save Our Planet Energy Group Limited (acting reasonably) based on the proportion of the Software or the Additional Services (as applicable) not received and the period over which it was not received.

7.12 The provisions of this clause 7 constitute the Client's sole and exclusive remedy for any Claim.

8. Limitations and exclusions of liability

8.1 The terms set forth in this clause are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

8.2 Save as provided by clause 8.5 below Save Our Planet Energy Group Limited's total aggregate liability in respect of all causes of action arising out of or in connection with this agreement (whether for breach of contract, strict liability, tort (including negligence), misrepresentation or otherwise) shall not exceed the total Charges actually paid under the agreement;

8.3 Save Our Planet Energy Group Limited shall not be liable for any claim arising out of or in connection with this agreement to the extent that it relates to:

(i) loss of profits;

(ii) any loss of or damage to goodwill or reputation, business opportunity or anticipated savings,

(iii) any loss or corruption of any data, database or software loss;

(iv) injury to reputation;

(v) wasted management time or indirect internal and external cost; or

(vi) consequential or special loss or damage regardless of the form of action (whether for breach of contract, strict liability, tort (including negligence), misrepresentation or otherwise) and regardless of whether it knew or had reason to know of the possibility of the loss or damage in question.

8.4 For the avoidance of doubt Save Our Planet Energy Group Limited shall not be liable for any delay in or failure to comply with its obligations to the extent that such failure results directly or indirectly from the actions or omissions of the Client.

8.5 Nothing in this agreement shall limit or exclude Save Our Planet Energy Group Limited's liability:

(i) for death or personal injury caused by its negligence;

(ii) for fraud or fraudulent misrepresentation; and/or

(iii) for any other loss or damage the exclusion or limitation of which is prohibited by English law.

9. Termination

9.1 The parties may terminate this agreement as per clause 2.2.

9.2 Save Our Planet Energy Group Limited may terminate this agreement immediately by giving written notice to the Client if the Client breaches of any term of this agreement.

9.3 Either party may terminate this agreement immediately by giving written notice to the other party if:

9.3.1 the other party:

(i) is dissolved;

(ii) ceases to conduct all (or substantially all) of its business;

(iii) is or becomes unable to pay its debts as they fall due;

(iv) is or becomes insolvent or is declared insolvent; or

(v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

9.3.2 an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party; or

9.3.3 an order is made for the winding up of the other party, or the other party passes a resolution for its winding up.

9.4 Save Our Planet Energy Group Limited shall also be entitled to terminate immediately if it reasonably apprehends that any of the events specified in clause 9.3 is about to occur in relation to the Client and notifies the Client accordingly.

10. Effects of termination

10.1 Upon termination of this agreement all rights and interests of the Client under this agreement will cease to have effect.

10.2 In the event of termination for any reason:

11.2.1 any Charges already paid shall be non-refundable save as provided by clause 7.11;

10.3.2 any amounts invoiced as at the date of termination shall become immediately due and payable;

10.2.3 Save Our Planet Energy Group Limited may invoice for any Additional Services provided up until the date of termination and any expenses incurred in respect of Additional Services, and those invoices shall be immediately due and payable;

10.2.4 the accrued rights of Save Our Planet Energy Group Limited shall not be affected or prejudiced by termination;

10.2.5 all Additional Services shall also immediately terminate, unless otherwise agreed;

10.2.6 the right to access Modifications or Upgrades shall immediately cease and no further use may be made of that Modifications or Upgrades; and

10.2.7 the Client's (and all Users') access to the Software shall be withdrawn and the Client shall not (and shall ensure that the Users do not) make any further attempt to access the Software.

11. Anti-bribery

Each party shall comply with all applicable laws relating to anti-bribery and anticorruption including but not limited to the Bribery Act 2010 (Relevant Requirements) and shall have and shall maintain in place throughout the Term its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate.

12. Force Majeure

12.1 Save Our Planet Energy Group Limited shall not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under this agreement that is caused by events outside its reasonable control a Force Majeure Event.

12.2 Where the Force Majeure Event affects the Software the Client accepts that access to the Software (as applicable) may be unavailable or restricted during the continuance of the Force Majeure Event. Where the Force Majeure Event affects Services, the Client's right to receive such services is deemed to be suspended for the period that the Force Majeure Event continues, and Save Our Planet Energy Group Limited shall have an extension of time for performance for the duration of that period. Save Our Planet Energy Group Limited shall use its reasonable endeavours to bring the Force Majeure Event to a close or to find a solution.

13. Confidentiality

13.1 Each party undertakes that it shall not at any time disclose to any third party any confidential information (being any and all know-how, documentation and information, whether commercial, financial, technical, operational or otherwise relating to the business, affairs, Clients, suppliers or methods of one party and disclosed to or otherwise obtained by the other party in connection with this agreement), nor use such information for any purpose other than to exercise its rights and perform its obligations under this agreement or with the prior written consent of the other party.

13.2 The provisions of this clause 13 shall not apply to any confidential information that the receiving party can demonstrate:

13.2.1 is in the public domain in substantially the same combination as that in which it was disclosed to the receiving party other than as a result of a breach of this agreement or any other obligations of confidentiality;

13.2.2 is or was lawfully received from a third party not under an obligation of confidentiality with respect to it;

13.2.3 is required to be disclosed under operation of law, by court order or by any regulatory body of competent jurisdiction (but then only to the extent and for the purpose required); or

13.2.4 was developed independently of and without reference to confidential information disclosed by the other party; provided always that, except where it is prohibited from doing so by law or court order, a party wishing to rely on an exception contained in this clause 13.2 shall provide the other with at least ten Business Days' written notice of its intention to do so, such notice specifying details of the exception to be relied upon and the information concerned.

13.3 Each party shall be entitled to divulge the other party's confidential information to its employees, agents, directors, officers, authorised sub-contractors, professional advisors and consultants who have a need to know the

same in connection with this agreement, provided that the receiving party shall ensure that such persons are aware of, and shall procure that such persons comply with, these obligations as to confidentiality.

13.4 Where the Client is a public authority which is subject to the Freedom of Information Act 2000 (the FOIA):

13.4.1 the Client shall promptly inform Save Our Planet Energy Group Limited if it receives a request under the FOIA (a Request) which may lead to it disclosing Save Our Planet Energy Group Limited's confidential information (unless prohibited to do so by law); and

13.4.2 where and to the extent that Save Our Planet Energy Group Limited requests that it does so, the Client shall use all reasonable endeavours to avoid disclosing Save Our Planet Energy Group Limited's commercially sensitive information, including relying on any exceptions provided for by the FOIA, it being acknowledged that the provisions of this clause 13.4.2 do not override the Client's duties under the FOIA; and

13.4.3 subject to clauses 13.4.1 and 13.4.2, the Client may make any disclosures it is required to make by the FOIA notwithstanding the other provisions of this clause 13; and

13.4.4 Save Our Planet Energy Group Limited shall (at the Client's expense) provide all such assistance in complying with the Request as the Client may reasonably request.

14. Notices

Any notice given under this agreement must be in writing (whether or not described as "written notice" in this agreement) and must be delivered personally or sent by first class post, for the attention of the relevant person, or sent to the email address given below (or as notified by one party to the other in accordance with this Clause):

Save Our Planet Energy Group Limited: ask@saveourplanetenergygroup.co.uk

A notice will be deemed to have been received at the relevant time set forth below (or where such time is not within Business Hours, when Business Hours next begin after the relevant time set forth below):

14.1 where the notice is delivered personally, at the time of delivery;

14.2 where the notice is sent by first class post, 48 hours after posting; and

14.3 where the notice is sent by email, at the time of the transmission.

15. Data protection

15.1 The Client warrants that it has the legal right to disclose all Personal Data that it does in fact disclose to Save Our Planet Energy Group Limited under or in connection with this agreement.

15.2 Save Our Planet Energy Group Limited warrants that it will act only on instructions from the Client in relation to the processing of any Personal Data performed by Save Our Planet Energy Group Limited on behalf of the Client.

15.3 Each party acknowledges that the Client operates as the data controller and Save Our Planet Energy Group Limited as a data processor in respect of the personal data within the Data.

15.4 The Client consents and gives general authority to Save Our Planet Energy Group Limited to appoint sub-processors in relation to the performance of this agreement.

16. General

16.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. The Client acknowledges and accepts that, in entering into this agreement, it has not relied upon any representation, undertaking or promise except as set forth in this agreement.

16.2 The Client agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set forth in this agreement. The Client agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

16.3 The failure of Save Our Planet Energy Group Limited to enforce or to exercise, at any time or for any period of time, any term of or any right, power or privilege arising pursuant to this agreement does not constitute and shall not be construed as a waiver of such term or right, remedy, power or privilege and shall in no way affect either party's right later to enforce or exercise it, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege.

16.4 The Client may not assign, transfer, sub-contract or otherwise part with this agreement or any right or obligation under it without Save Our Planet Energy Group Limited's prior written consent.

16.5 Save Our Planet Energy Group Limited may amend the terms of this agreement from time to time by notice to the Client. The revised terms shall take effect on such date as Save Our Planet Energy Group Limited may nominate, provided that such date must not be less than twenty Business Days from the date of the notice save where the change is required by law to take place earlier. If the Client objects to the change it must notify Save Our Planet Energy Group Limited within ten Business Days of the date of the notice, in which case this agreement may be terminated at the sole option of Save Our Planet Energy Group Limited.

16.6 Nothing in this agreement shall confer any rights upon any person who is not a party to the agreement, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

16.7 This agreement (including any associated non-contractual disputes or claims) is governed by English law and the parties hereby accept the exclusive jurisdiction of the English courts in relation to any dispute arising under or in connection with this agreement.

16.8 No breach of any provision of this agreement will be waived except with the express written consent of the party not in breach.

16.9 If a clause of this agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other clauses of this agreement will continue in effect. If any unlawful and/or unenforceable clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant clause will be deemed to be deleted).

16.10 Nothing in this agreement will constitute a partnership, agency relationship or contract of employment between the parties.

16.11 This agreement may only be varied except by a written confirmation of order provided by Save Our Planet Energy Group Limited.

16.12 This agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this agreement are not subject to the consent of any third party.

16.13 Save Our Planet Energy Group Limited relies on third-party data, systems, and service providers. Save Our Planet Energy Group Limited does not accept any liability for errors, omissions, delays, or inaccuracies arising from such third parties.

16.14 All reporting, validation, and insights are based on data received and are provided on a reasonable endeavours basis. No warranty is given as to the completeness or accuracy of such data.

16.15 Save Our Planet Energy Group Limited shall not be liable for any losses arising from utility billing errors, supplier actions, or failure of third-party validation services.

List of Schedules

Schedule 1

Specification of Software: web-based energy management tool.

The Software enables: optimisation of Client energy performance via access to the UK's leading energy, carbon and analytics management platform, providing information such as;

Complete utilities integration:

Electricity - realtime monitoring and historical analysis.

Gas - consumption tracking and demand forecasting.

Water - usage optimisation and leak detection.

For further information on the provisions of the Software, please request a comprehensive overview of the Systems Link Energy Management Platform.

The Services: the provision of the Software to the Client as per this agreement and as agreed between the parties.

Schedule 2

Upgrades and Modifications:

Save Our Planet Energy Group Limited will give to the Client reasonable prior notification of the general release of an Upgrade or Modification.

Schedule 3

Charges and Commencement Date

1.1 The Charges under the Agreement are specified below:

1.1.1 training and set up: £ [Bespoke to Client]

1.1.2 annual license fee: £ [Bespoke to Client] for [Bespoke to Client] Users

1.1.3 £ [Bespoke to Client] per additional User

1.2 Charges are payable in equal calendar monthly payments in advance prior to the Commencement Date and on the same day each month thereafter.

1.3 Revision of Charges: the Charges shall increase each calendar year anniversary of the Commencement Date by either 3% pa or the Retail Price Index applicable as at 1st April preceding that anniversary whichever is the higher.

1.4 The Client shall pay promptly in cleared funds to Save Our Planet Energy Group Limited the Charges payable under this schedule 3 and all other Charges that are agreed between the parties in writing from time to time.

2. Charges for Additional Services

2.1 Save where and to the extent that a fee for Additional Services is agreed in advance Additional Services shall be charged at Save Our Planet Energy Group Limited's then applicable day rates. Details of these rates are available from Save Our Planet Energy Group Limited on request.

2.2 Charges for Additional Services shall be invoiced in advance, save where charges are on a time worked basis, in which case they shall be invoiced by Save Our Planet Energy Group Limited in arrears on an interim basis and at the conclusion.

2.3 Where and to the extent that Services are provided from any location other than Save Our Planet Energy Group Limited's own premises, Save Our Planet Energy Group Limited reserves the right to charge for all and any reasonable

expenses incurred by Save Our Planet Energy Group Limited in providing the Additional Services including travel, subsistence and miscellaneous out of pocket expenses.

2.4 All invoices for Additional Services and expenses are payable within thirty days of the date of the invoice.

3. The Commencement date

The Commencement date is: [To be agreed with Client]

Schedule 4

Acceptable Use Policy

1. This Acceptable Use Policy has been designed to protect the Software and to ensure that it remains functional, accessible and secure.
2. It is a requirement of this Acceptable Use Policy that it is strictly complied with, both in letter and in spirit. In the event that you are unsure as to whether any particular use of the Software is permitted, please submit a support request seeking clarification.
3. This Acceptable Use Policy applies to all users of the Software. A reference in this Acceptable Use Policy to “you” is to any User.
4. You must:
 - 4.1 use the Software in accordance with this Acceptable Use Policy;
 - 4.2 use the Software in good faith and in the manner in which is intended;
 - 4.3 read the User Guide and ensure that you use the Software in accordance with it; and
 - 4.4 let us know if you become aware of anything which concerns you regarding the Software, including any security issues or any breach or potential breach of this agreement or this Acceptable Use Policy by you or any other party.
5. You must not use the Software in a manner that:
 - 5.1 breaches any applicable local, national or international law or regulation;
 - 5.2 may damage Save Our Planet Energy Group Limited’s reputation, that of the Software, or the reputation of any Client or User; and/or
 - 5.3 is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
6. You may not use the Software for the following purposes:
 - 6.1 uploading, downloading, using or re-using any material which:
 - 6.1.1 expresses an opinion which is not genuinely held;
 - 6.1.2 contains any material which is defamatory or derogatory of any person;
 - 6.1.3 contains any material which is obscene, offensive, hateful or inflammatory;
 - 6.1.4 promotes sexually explicit material, violence, any illegal activity or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - 6.1.5 infringes the Intellectual Property Rights or other rights of any person;
 - 6.1.6 is likely to deceive any person;
 - 6.1.7 is made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;

6.1.8 advocates, promotes or assists any unlawful act such as (by way of example only) copyright infringement or computer misuse;

6.1.9 harming or attempting to harm any individual, company or other body in any way; or

6.1.10 accessing any computer, system, data or network in an unauthorised manner.

7. You must not:

7.1 impersonate any person or misrepresent your identity or affiliation with any person in connection directly or indirectly with the Software; and

7.2 transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time- bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware, or to attack the Software via a denial-of-service attack or a distributed denial-of service attack.