



SERVICES AGREEMENT

| Contract Details and Signatures | |
|---|---|
| Parties | |
| Supplier: | IKANO INSIGHT LTD (company number 03894974) whose registered office address is at Endeavour House, 78 Stafford Road, Wallington, Surrey, United Kingdom, SM6 9AY (" Supplier ") |
| Supplier contact details: (Authorised Representative) | [INSERT] |
| Client: | [INSERT] (company number [INSERT]) whose registered office address is at [INSERT] (" Client ") |
| Client contact details: (Authorised Representative) | [INSERT] |
| Effective Date and Term | |
| Effective Date: | [INSERT] |
| Term: | 3 year term with minimum term 12 months and thereafter automatic extension |
| Signatures | |
| Signed by an authorised signatory for and on behalf of: | IKANO INSIGHT LTD |
| By: | [INSERT] |
| Printed: | [INSERT] |
| Title: | [INSERT] |
| Date: | [INSERT] |
| Signed by an authorised signatory for and on behalf of: | [INSERT] |
| By: | [INSERT] |
| Printed: | [INSERT] |
| Title: | [INSERT] |
| Date: | [INSERT] |

BACKGROUND

- (A) The Supplier is in the business of providing ESG data, reporting and advanced analytics solutions.
- (B) The Client agrees to obtain, and the Supplier agrees to provide the Services (as defined below) on the terms set out in this Agreement.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1. The following definitions and rules of interpretation apply in this Agreement:

- “Affiliate”** means any undertaking which is a subsidiary undertaking or parent undertaking (including the ultimate parent undertaking) of the relevant party and any company which is a subsidiary undertaking of such parent undertaking (the terms subsidiary undertaking and parent undertaking company having the meanings set out in Section 1162 of the Companies Act 2006);
- “Agreement”** means this agreement between the Client and Supplier recorded in the documents described in clause 1.14 of this Agreement;
- “Authorised Representative”** has the meaning given on the Contract Details and Signatures Page;
- “Business Day”** means Monday to Friday (excluding UK bank and public holidays);
- “Business Hours”** means: 9am – 5:30pm GMT/BST (as applicable) on a Business Day, Monday-Friday excluding UK Bank Holidays;
- “Charges”** the sums payable for the Services, as set out in Schedule 2;
- “Confidential Information”** has the meaning given in clause 11.1;
- “Contract Details and Signatures Page”** means the front page of these terms and conditions titled Contract Details and Signatures;
- “Control”** has the meaning given to it in section 1124 of the Corporation Tax Act 2010 and the expression **“Change of Control”** shall be construed accordingly;
- “Client Materials”** all documents, information, items and materials in any form, whether owned by the Client or a third party, which are provided by the Client to the Supplier in connection with the Services, including information provided via the ESG Optimiser Solution;
- “Data Protection Legislation”** means:
 - a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data; and
 - b) to the extent the EU GDPR applies, the law of the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of Personal Data;

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| “Delay” | any event, act, omission or circumstance outside of the Supplier’s reasonable control which results in a delay in the successful delivery of the Project Plan, which shall include but shall not be limited to: <ul style="list-style-type: none">a) a Force Majeure Event, including where the Supplier’s sub-contractors, agents or other Third Parties engaged by the Supplier to provide the Services are affected by a Force Majeure Event;b) Client’s failure to provide all relevant information which the Supplier has reasonably requested to allow the Supplier to successfully deliver the Project Plan;c) Client’s failure to comply with any of its obligations pursuant to this Agreement, or any other acts or omissions of the Client (including its agents, employees, suppliers and contractors) if such act or omission affects the ability of the Supplier to deliver the Project Plan; |
| “Disclosing Party” | has the meaning given in clause 10.1; |
| “Effective Date” | has the meaning given on the Contract Details and Signatures Page; |
| “End User” | means any employees, consultants, subcontractors, agents or anyone else who is permitted by the Client to use the Service; |
| “Enquirer” | has the meaning given in clause 15.2; |
| “ESG Optimiser Solution” | means the web-based platform and toolkits made available to the Client by the Supplier from time to time and which the Client can use to access the Services; |
| “EU GDPR” | means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law; |
| “Extended Term” | has the meaning given in clause 2.1; |
| “Force Majeure Event” | means any circumstance not within a party’s reasonable control including, without limitation: <ul style="list-style-type: none">a) acts of God, flood, drought, earthquake or other natural disaster;b) epidemic or pandemic;c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;d) nuclear, chemical or biological contamination or sonic boom;e) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;f) collapse of buildings, fire, explosion or accident;g) any labour or trade dispute, strikes, industrial action or lock-outs (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); andi) interruption or failure of utility service; |

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| “Good Industry Practice” | means the exercise of the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the provision/receipt of services of the size, type, scope and complexity of the Services; |
| “Intellectual Property Rights” | patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use and protect the confidentiality of, confidential information (including without limitation know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including without limitation all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world together with all rights of action, powers and benefits arising from ownership of any such rights, including without limitation the right to sue for damages and other remedies in relation to all causes of action arising before, on or after the date of this Agreement; |
| “Minimum Term” | has the meaning given on the Contract Details and Signatures Page; |
| “Order ” | means a document which can be submitted electronically or manually by a Client to the Supplier containing the detailed information necessary to fulfil a Client’s order for Services, in the form as notified by the Supplier to the Client from time to time; |
| “Personal Data” | means any information relating to an identified or identifiable person including information relating to a legal person to the extent such information is protected under Data Protection Legislation; |
| “Project Plan” | the plan, in the form as notified by the Supplier to the Client from time to time, for the implementation of the Services, as amended from time to time in accordance with clause 20.3; |
| “Recipient” | has the meaning given in clause 11.1; |
| “Representatives” | means, in relation to a party, its employees, officers, advisers and authorised subcontractors and suppliers; |
| “RPI Rate” | means the “RPI Percentage change over twelve (12) months: monthly rate” announced by the UK Office for National Statistics in the February of each year; |
| “Services” | the services as set out in the Service Schedule, including services which are incidental or ancillary to such services; |
| “Service Schedule” | means Schedule 1 containing additional terms relating to a particular Service; |
| “Termination Charges” | in respect of a Service, any shortfall between the actual Charges paid by the Client and either: a) the Charges payable by the Client from the Effective Date until the end of the Minimum Term if the Client is still within the Minimum Term; or |

- b) the Charges payable by the Client from the expiry of either the Minimum Term or the previous Extended Term until the end of the relevant Extended Term if the Client terminates within the Extended Term;

“Third Party” means a person, company or entity other than the Supplier or the Client; and

“UK GDPR” has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

- 1.2. Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.5. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8. A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9. A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.10. A reference to writing or written includes email.
- 1.11. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.12. A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference of this Agreement or such other agreement or document, in each case as varied from time to time.
- 1.13. References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.14. In the event of a conflict between the content of this Agreement, any Order(s) and the Schedules, they shall prevail in the following order:
 - 1.14.1. the Schedules;
 - 1.14.2. the Contract Details and Signature Page;
 - 1.14.3. these terms and conditions; and
 - 1.14.4. any Order(s).

- 1.15. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. COMMENCEMENT AND DURATION

- 2.1. This Agreement shall commence on the Effective Date and shall continue, unless terminated earlier in accordance with the terms of this Agreement, for three (3) years with a Minimum Term of twelve (12) and shall automatically extend for twelve (12) months (the "**Extended Term**") at the end of the Minimum Term and at the end of each Extended Term. Either party may give written notice to the other, no later than six (6) months before the end of the Minimum Term or any subsequent twelve (12) month period within the Extended Term, to terminate this Agreement at the end of the Minimum Term or the relevant Extended Term, as the case may be.

3. ENGAGEMENT

- 3.1. The Client may place orders for Services from time to time by placing an Order with the Supplier through such methods as the Supplier may make available or notify to the Client from time to time. The Supplier shall be entitled to accept or reject an Order for any reason whatsoever. Once an Order is accepted by the Supplier:
- 3.1.1. the Order, including any Services under it, shall form a separate contract between the Client and the Supplier and such contract shall be subject to the same terms as those set out in this Agreement as if they had been executed between the parties on the date that the Supplier accepted the Order; and
 - 3.1.2. the Supplier shall supply to the Client the Services requested in that Order on and subject to the terms and conditions set out in this Agreement as if they had been executed between the parties on the date that the Supplier accepted the Order.
- 3.2. The Supplier shall not commence the provision of any Services until a written Order specifying such Services has been placed by the Client and signed by both parties.
- 3.3. The terms and conditions of this Agreement shall apply to any Order, to the exclusion of other terms that the Client seeks to impose or incorporate, or which are implied by trade practices, custom of trade or similar.

4. SUPPLIER'S RESPONSIBILITIES

- 4.1. The Supplier shall use reasonable endeavours to supply the Services in accordance with the terms of this Agreement using commercially reasonable care and skill and shall provide the Client with reasonable technical advice, assistance and information.
- 4.2. The Supplier shall provide the Client with advanced notice of any scheduled maintenance to the ESG Optimiser Solution and the Services provided via the ESG Optimiser Solution. Technical support and services level commitments, if any, are specified in the Service Schedule to this Agreement.
- 4.3. The Supplier does not represent, warrant and/or guarantee that the Services will be continuously available and/or fault-free. The Client acknowledges that faults may occur from time to time.
- 4.4. Without prejudice to clause 6.1, the Supplier shall be entitled to improve, modify, suspend, test, maintain or repair the Services and the ESG Optimiser Solution from time to time, provided that:

4.4.1.any change to the way it provides the Services does not materially impact the ability of the Supplier to provide the Services to the Client; and

4.4.2.the Supplier uses reasonable endeavours to keep any interruption to a minimum and shall provide the Client with as much written notice as is reasonably practicable.

4.5. The warranties as set out in this Agreement are the exclusive warranties from the Supplier and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement and fitness for a particular purpose. The Supplier does not warrant uninterrupted or error-free operation of the Services or the ESG Optimiser Solution or that the Supplier will correct all defects or prevent Third Party disruptions or unauthorised Third Party access. The Supplier warranties will not apply if there has been misuse, modification, damage not caused by the Supplier, or failure to comply with written instructions provided by the Supplier. The Supplier does not provide any warranties of any kind for any Third Party products or services or the Services to the extent that they are dependent on a Third Party product or service, which are provided under this Agreement as-is.

5. PROJECT PLAN

5.1. The Supplier shall use reasonable endeavours to provide the Services in accordance with the Project Plan. All time periods and dates as set out in the Project Plan are estimates and, except where explicitly stated, the Supplier shall have no liability for any failure to meet any date or perform any of its obligations within the time period indicated.

5.2. Where the Supplier becomes aware that it will not (or is unlikely to) successfully deliver the Project Plan as a result of a Delay event, the Supplier shall be allowed an extension of time to deliver the Project Plan equal to the Delay and the Supplier:

5.2.1.shall have no liability for any failure to deliver the Project Plan; and

5.2.2.may (i) recover from the Client any reasonable costs and expenses incurred by the Supplier; and (ii) adjust the Charges where such Delay is as a result of:

5.2.2.1. the Client's failure to provide all relevant information which the Supplier has reasonably requested; or

5.2.2.2. otherwise fails to comply with any of its obligations pursuant to this Agreement, or any other acts or omissions of the Client (including its agents, employees suppliers and contractors) if such act or omission affects the ability of the Supplier to deliver the Project Plan.

5.3. Any disputes about or arising out of the Project Plan shall be resolved in accordance with clause 21.

6. ACCESS TO AND USE OF THE ESG OPTIMISER SOLUTION

6.1. The Supplier shall use reasonable endeavours to make the ESG Optimiser Solution available to the Client. The Supplier does not guarantee that the ESG Optimiser Solution, or any content on it, will always be available or be uninterrupted.

6.2. Notwithstanding clause 6.1, the Supplier may suspend, withdraw or restrict the availability of all or any part of the ESG Optimiser Solution for:

6.2.1.business and operational reasons; and

6.2.2.in the event of any unauthorised and/or unlawful use (whether actual or attempted) of the ESG Optimiser Solution or other breach of this Agreement by the Client,

and in the event that the Supplier suspends, withdraws or restricts the availability of all or any part of the ESG Optimiser Solution in accordance with clause 6.2.2, the Supplier may charge the Client any reasonable costs and expenses incurred by the Supplier as a result of such suspension, withdrawal or restriction (including any reasonable costs and expenses incurred in restore the Client's access to the ESG Optimiser Solution).

- 6.3. The Client may use the ESG Optimiser Solution only in connection with use of the Services and in accordance with the terms as set out in this Agreement. The Service Schedule will specify any applicable warranties, if any. Otherwise, the ESG Optimiser Solution is provided as-is, without warranties of any kind.
- 6.4. In the case of suspension of access under clause 6.2, the Supplier shall:
 - 6.4.1. notify the Client of the reason(s) for such suspension as soon as reasonably practicable;
 - 6.4.2. use reasonable endeavours to update the Client from time to time as to the status of any suspension of access under clause 6.2; and
 - 6.4.3. restore the Client's access to the ESG Optimiser Solution as soon as practicable upon the event giving rise to the suspension having been resolved as determined at Supplier's reasonable discretion.
- 6.5. Each party shall use reasonable endeavours to ensure that anti-malware controls are deployed and maintained in accordance with Good Industry Practice and its own IT policies, check for and delete any malicious materials from its systems, and not intentionally or negligently transfer any malicious materials onto any of the other party's systems.
- 6.6. Save where clause 6.8 applies, the Supplier shall arrange access to the ESG Optimiser Solution to the extent required.
- 6.7. The Client shall be responsible for ensuring the security of all usernames and passwords and the Client must treat such information as confidential. The Client must not disclose it to any Third Party.
- 6.8. Where the parties agree, subject to the Client complying with all technical and operational requirements specified by the Supplier, the Client may connect and provide access to the ESG Optimiser Solution to its authorised End Users. In such case, the Client shall be responsible for managing access to the ESG Optimiser Solution and the Client shall remain liable for the acts or omissions of any such End Users (whether or not they are authorised by the Client to access the ESG Optimiser Solution) as fully as if they were the acts or omissions of the Client.

7. CLIENT'S OBLIGATIONS

- 7.1. The Client shall:
 - 7.1.1. comply with:
 - 7.1.1.1. all laws and regulations applicable to its business and the receipt and use of the Services;
 - 7.1.1.2. import, export and economic sanction law and regulations, including the defence trade control regime of the United States of America and any applicable jurisdiction that prohibit or restrict the import, export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users; and

- 7.1.1.3. all clearance requirements, obtain all required import, export or economic sanction licenses or other authorisations, and make all proper government filings in respect of the Client's receipt and use of the Services. The Client acknowledges that neither the Supplier nor any Third Party supplier of the Supplier will act as the export of record or importer of record.
- 7.1.2. co-operate with the Supplier in all matters relating to the Services;
- 7.1.3. appoint an Authorised Representative to manage the Services;
- 7.1.4. provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's premises, office accommodation, data and other facilities as reasonably required by the Supplier including any such access as is specified in the Service Schedule;
- 7.1.5. provide to the Supplier in a timely manner all documents, information, items and materials in any form (whether owned by the Client or a Third Party) required under the Service Schedule otherwise reasonably required by the Supplier in connection with the Services and ensure that they are accurate and complete;
- 7.1.6. ensure that all the Client's equipment is in good working order and suitable for the purposes for which it is used in relation to the Services;
- 7.1.7. obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable the Supplier to provide the Services, including in relation to the installation of the ESG Optimiser Solution, the use of all Client Materials and the use of the Client's equipment, in all cases before the date on which the Services are to start;
- 7.1.8. use the ESG Optimiser Solution in accordance with the Supplier's instructions from time to time and shall not use the ESG Optimiser Solution other than in accordance with the Supplier's written instructions or authorisation;
- 7.1.9. only permit access to the Services to authorised End Users. The Client is responsible for use of the Services by any End User who accesses the Services with the Client's account credentials;
- 7.1.10. not use the Services to undertake any activity or host any content that:
 - 7.1.10.1. is unlawful, fraudulent, harmful, malicious, obscene, or offensive;
 - 7.1.10.2. threatens or the rights of others;
 - 7.1.10.3. disrupts or gains (or intends to disrupt or gain) unauthorised access to data, services, networks, or computing environments within or external to the Supplier;
 - 7.1.10.4. sends unsolicited, abusive or deceptive messages of any type; or
 - 7.1.10.5. distributes any form of malware;
- 7.1.11. not reverse engineer any portion of the Services; and
- 7.1.12. not assign or resell the Services to any Third Party or create any Client-branded solution using the Services that the Client markets to its End Users or any customers.

- 7.2. The Services are dependent upon the Client providing such information as the Supplier notifies from time to time. If the Supplier's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, the Supplier shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client and the Supplier shall not be responsible for any delays or deficiencies arising from inaccurate, incomplete, deficient or damaged information provided by the Client.
- 7.3. To enable some of the Services, the Client may be required to accept Third Party terms. Linking to or use of the Services constitutes the Client's agreement with such terms.
- 7.4. The Client acknowledges and agrees that the Client is not authorised to use any Third Party products and services provided by the Supplier as part of the Services separately from the Supplier's products and services.

8. CHARGES

- 8.1. In consideration of the provision of the Services by the Supplier, the Client shall pay the Charges in accordance with this Agreement.
- 8.2. Where the Charges are calculated on a time and materials basis:
- 8.2.1. the Supplier's daily fee rates for each individual person are calculated on the basis of an [eight-hour day], worked during Business Hours
- 8.2.2. the Supplier shall indicate the time spent per individual in its invoices.
- 8.3. The Charges exclude the following which shall be payable by the Client monthly in arrears, following submission of an appropriate invoice, the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services, together with all other costs and expenses agreed by the parties to be due and payable under this Agreement but which are not the Charges.
- 8.4. The Supplier shall invoice the Client for the Charges at the intervals specified in Schedule 2. If no intervals are so specified the Supplier shall invoice the Client at the end of each month for Services performed during that month.
- 8.5. The Client shall pay each invoice (including any invoice relating to Termination Charges) submitted to it by the Supplier within thirty (30) days of receipt to a bank account nominated in writing by the Supplier from time to time.
- 8.6. Without prejudice to any other right or remedy that it may have, if the Client fails to pay the Supplier any sum due under this Agreement on the due date:
- 8.6.1. the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and
- 8.6.2. the Supplier may suspend all or part of the Services until payment has been made in full.
- 8.7. All sums payable to the Supplier under this Agreement:

8.7.1. are exclusive of VAT, duties, levies, fees, excises or tariffs arising as a result of or in connection with this Agreement and the Client shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

8.7.2. shall be paid in full without any set-off, counterclaim, deduction or withholding.

8.8. The Supplier shall be entitled to increase the Charges:

8.8.1. annually on each anniversary of the Effective Date during the Minimum Term by the RPI Rate of inflation. If the RPI Rate is equal to or less than zero the Charges will stay the same; and

8.8.2. on expiry of the Minimum Term or Extended Term, if applicable,

and the Supplier will notify the Client of any increase in the Charges as soon as reasonably practicable. Any increase in the Charges will take effect in the Client's next invoice to be issued by the Supplier in accordance with the terms of this Agreement.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. The Client acknowledges that all Intellectual Property Rights in the Services and ESG Optimiser Solution belong and shall belong to the Supplier or the relevant Third Party owners (as the case may be), and the Client shall have no rights in or to the Services and ESG Optimiser Solution other than the right to use the Services and ESG Optimiser Solution in accordance with the terms of this Agreement.

9.2. Unless otherwise specified in this Agreement, all Intellectual Property Rights developed in the provision of the Services will vest in the Supplier or its licensors. The Supplier may use know-how acquired, principles learned or developed or experience gained during the performance of any Services, to perform work for other customers.

9.3. The Supplier grants to the Client a non-exclusive, non-transferable royalty free licence for the term of this Agreement to use any information or materials, including but not limited to the ESG Optimiser Solution, provided by the Supplier to the Client under this Agreement to the extent necessary for the Client to receive the benefit of the Services. The Client must not copy, reproduce, distribute, alter, adapt, translate, develop, decompile, license, sub-license, reverse engineer or resell any such information or materials, including but not limited to the ESG Optimiser Solution (or any part thereof), unless expressly permitted to do so by the Supplier or relevant law.

9.4. The Client grants to the Supplier a non-exclusive, non-transferable royalty free licence for the term of this Agreement to use any information or materials provided by the Client to the Supplier under this Agreement to the extent necessary for the Supplier to provide the Services.

9.5. The Supplier shall indemnify the Client in full against any claim that the Services infringes the Intellectual Property Rights of a Third Party. For the avoidance of doubt, this clause shall not apply where the claim in question is attributable to possession or use of the Services and/or ESG Optimiser Solution (or any part thereof) by the Client other than in accordance with the terms of this Agreement or use of the Services in combination with any hardware or software not supplied or specified by the Supplier if the infringement would have been avoided by the use of the Services not so combined, or use of a non-current release of the Services and/or ESG Optimiser Solution. In order to benefit from this indemnity, the Client must promptly:

9.5.1. notify the Supplier in writing of the claim, specifying the nature of the claim in reasonable detail;

9.5.2. supply any information requested by the Supplier;

9.5.3. allow the Supplier to control and reasonably cooperate in, the defence and settlement, including mitigation efforts.

9.6. In relation to the Client Materials, the Client:

9.6.1. and its licensors shall retain ownership of all Intellectual Property Rights in the Client Materials; and

9.6.2. grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Materials for the term of this Agreement for the purpose of providing the Services to the Client.

9.7. The Client:

9.7.1. warrants that the receipt and use of the Client Materials in the performance of this Agreement by the Supplier, its agents, subcontractors or consultants shall not infringe the rights, including any Intellectual Property Rights, of any Third Party; and

9.7.2. shall indemnify the Supplier in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim brought against the Supplier, its agents, subcontractors or consultants for actual or alleged infringement of a Third Party's Intellectual Property Rights, arising out of, or in connection with:

9.7.2.1. the receipt or use in the performance of this Agreement of the Client Materials; and

9.7.2.2. any material created by or at the direction of the Supplier having been changed or modified by the Client in any material respect and the Third Party claim, loss, cost, liability, damage or judgement is specifically related to the change or modification and not to the material in its original format.

10. DATA PROTECTION

10.1. The parties acknowledge and agree that, for the purpose of this Agreement:

10.1.1. each party acts as an independent data controller; and

10.1.2. the only Personal Data to be shared by either party in connection with this Agreement is the business contact details (business email address, business address, business telephone number and name) of the employees of either party, Affiliates, professional advisors, customers, suppliers and subcontractors engaged by either party to this Agreement.

10.2. Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation.

10.3. The Client is responsible for obtaining all necessary rights and permission to permit processing of Personal Data by the Supplier. The Client will make disclosures and obtain consent required by law before the Client provides, authorises access to or inputs individual's Personal Data, including personal or other regulated data, for processing in the Services or use by the Supplier in providing the Services.

- 10.4. Each party shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.
- 10.5. Each party shall provide reasonable assistance to the other party in complying with all applicable requirements of the Data Protection Legislation.
- 10.6. In the event that the provisions of clause 10.1.2 become inaccurate, the parties agree to work together in good faith to update the Agreement to include appropriate data protection provisions.

11. CONFIDENTIALITY

- 11.1. **"Confidential Information"** means all confidential information (however recorded or preserved) disclosed by a party (the **"Disclosing Party"**) or its Representatives to the other party (the **"Recipient"**) and the Recipient's Representatives in connection with this Agreement, including without limitation:
- 11.1.1. the existence, subject matter and terms of this Agreement including without limitation all related documents;
 - 11.1.2. any information that would be regarded as confidential by a reasonable business person relating to:
 - 11.1.2.1. the business, affairs, finance, customers, clients, suppliers, plans, intentions, or market opportunities of the Disclosing Party; and
 - 11.1.2.2. the operations, processes, product information, know-how, designs, trade secrets or software of the Disclosing Party;
 - 11.1.3. any information developed by the parties in the course of carrying out this Agreement.
- 11.2. Each party undertakes that it shall not disclose to any person any Confidential Information, except as permitted by clause 11.3.
- 11.3. Each party may disclose the other party's Confidential Information:
- 11.3.1. to those of its Representatives who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its Representatives to whom it discloses the other party's Confidential Information comply with this clause 11; and
 - 11.3.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.4. Neither party shall use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

12. LIMITATIONS LIABILITY

- 12.1. Nothing in this this clause 12 shall limit the Client's payment obligations under this Agreement.
- 12.2. Nothing in this Agreement shall limit either party's liability for:
- 12.2.1. death or personal injury caused by its negligence or that of its employees, agents or subcontractors;

- 12.2.2. fraud or fraudulent misrepresentation by it or its employees;
 - 12.2.3. breaches of clause 9; and
 - 12.2.4. any other act or omission, liability for which may not be limited under applicable law.
- 12.3. Subject to clause 12.2, the Supplier shall not in any circumstances be liable to the Client for:
- 12.3.1. any indirect, special or consequential loss;
 - 12.3.2. pure economic loss or damage; or
 - 12.3.3. any:
 - 12.3.3.1. loss of profits;
 - 12.3.3.2. loss of business opportunities;
 - 12.3.3.3. loss of revenue;
 - 12.3.3.4. loss of anticipated profits;
 - 12.3.3.5. wasted expenditure; or
 - 12.3.3.6. damage to goodwill,
- (in each case arising as a direct or indirect result of the applicable claim).
- 12.4. Subject to clause 12.2 and 12.3, the each party's total aggregate liability in connection with this Agreement in respect of all claims, losses or damages, whether arising from tort (including without limitation negligence), breach of statutory duty, restitution, breach of contract or otherwise under or in connection with this Agreement, shall in no event exceed the Charges paid by the Client in the twelve (12) months prior to the act and/or omissions giving rise to the liability.
- 12.5. The Supplier has no liability for claims based upon items not provided by the Supplier, or any violation of law or Third Party rights caused by any Client Materials, designs, specifications or use of a non-current version or release of the Services and/or ESG Optimiser Solution when an infringement claim could have been avoided by using the current version or release.

13. TERMINATION

- 13.1. If the Client terminates an Order for Services or an instance of a Service prior to the expiry of any applicable Minimum Term or Extended Term, other than in accordance with clause 13.2, then the Client shall pay to the Supplier the Termination Charges.
- 13.2. The Client shall pay to the Supplier the Termination Charges if the Supplier terminates the Agreement (whether in whole or in relation to a particular Service) pursuant to clauses 13.3, 13.4 and 13.5.2
- 13.3. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
 - 13.3.1. the other party commits a material breach of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;

- 13.3.2. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
 - 13.3.3. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 13.3.4. the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
 - 13.3.5. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 13.3.6. an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
 - 13.3.7. the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
 - 13.3.8. a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
 - 13.3.9. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within fourteen (14) days;
 - 13.3.10. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.3.2 to clause 13.3.9 (inclusive);
 - 13.3.11. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
 - 13.3.12. the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy.
- 13.4. Without affecting any other right or remedy available to it, the Supplier may terminate this Agreement with immediate effect by giving written notice to the Client if:
- 13.4.1. the Client fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment; or
 - 13.4.2. there is a change of Control of the Client.

- 13.5. The Supplier may, without prejudice to its other rights hereunder, immediately suspend or terminate a particular instance of a Service and/or Services if:
- 13.5.1. the Supplier's agreement with a Third Party supplier is suspended, terminated or expires and the Supplier requires the provision of such services in order to provide the Services; or
- 13.5.2. a Third Party supplier that the Supplier requires in order to provide the Services to the Client determines that the Client is not in compliance with the terms and conditions applicable to those Third Party services and requires the Supplier to terminate the Client's use of the Services.

14. CONSEQUENCES OF TERMINATION

- 14.1. On termination or expiry of this Agreement:
- 14.1.1. the Client shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt, together with any Termination Charges relating to the Services;
- 14.1.2. the Client's shall cease using the Services and shall cooperate with the Supplier in good faith and in a timely manner in relation to the cessation of the Services;
- 14.1.3. the Client's access and use of the ESG Optimiser Solution shall cease immediately;
- 14.1.4. all licences provided by the Supplier to the Client to use the ESG Optimiser Solution and/or the Services shall cease immediately; and
- 14.1.5. each party will, on request, promptly return to the other all Confidential Information and other property belonging to the other relating to the Service(s) which is in its custody or control or, at the option of the other party, will destroy such Confidential Information and certify such destruction to the other party.
- 14.2. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 14.3. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

15. ANTI-BRIBERY AND CORRUPTION

- 15.1. The Supplier and the Client each agree and undertake to the other that in connection with this Agreement and the transactions contemplated by this Agreement, they will each respectively comply with all applicable laws relating to anti-bribery and anti-money laundering.
- 15.2. In the event that the Supplier or the Client (as applicable) (the "Enquirer") has any basis for a good faith belief that the other party may not be in compliance with the undertakings and/or requirements set out in clause 15.1 of this Agreement, the Enquirer shall advise the other party in writing and the other party shall co-operate fully with any and all enquiries undertaken by or on behalf of the Enquirer in connection therewith, including by making available the other party's relevant personnel and supporting documents if reasonably deemed necessary by the Enquirer.

- 15.3. Any breach by a party of this clause 15 of this Agreement shall be deemed to be a material breach of this Agreement not capable of remedy for the purposes of clause 13.3.1 **Error! Reference source not found.** of this Agreement.

16. FORCE MAJEURE

- 16.1. If the Supplier is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event, the Supplier shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 16.2. The corresponding obligations of the Client will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Supplier.
- 16.3. If the Force Majeure Event prevents, hinders or delays the Supplier's performance of its obligations for a continuous period of more than three (3) months, the Client may terminate this Agreement by giving thirty (30) days written notice to the Supplier.

17. CHANGES TO THE SERVICES

- 17.1. The Supplier may at any time and at the Supplier's discretion, change the Services or the ESG Optimiser Solution to:
- 17.1.1. make available additional features and functionality;
 - 17.1.2. improve and clarify existing commitments;
 - 17.1.3. maintain alignment to current adopted operational and security standards or applicable laws,
- and any changes shall not degrade the security or functionality of the Services or the ESG Optimiser Solution.
- 17.2. Any changes to the Services will be effective when published or on the specified effective date. Any changes that do not meet the conditions specified above will only take effect, and the Client accepts, upon:
- 17.2.1. a new Order;
 - 17.2.2. the term renewal date for the Services that automatically renew; or
 - 17.2.3. notification from the Supplier of the change effective date for ongoing services that do not have a Minimum Term.

18. AUDIT

- 18.1. During the term of the Agreement and for two (2) years after its termination or expiry, the Supplier and its independent auditors may audit the Client's compliance with this Agreement upon reasonable notice. The Supplier shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Client and that, where possible, individual audits are co-ordinated with each other to minimise any disruption.
- 18.2. The Client shall provide the Supplier (and its auditors and other advisers) with all reasonable co-operation, access and assistance in relation to each audit.

19. THIRD PARTY SUPPLIERS

- 19.1. The Client acknowledges that the performance of this Agreement by the Supplier is, where applicable, subject to (without limitation) the relevant Services being provided, maintained or otherwise made available by the relevant Third Party supplier. The Client further acknowledges that the Supplier shall not be liable to the Client for any failure by any such Third Party to provide, maintain or otherwise make available any such services to the Supplier.
- 19.2. The Client acknowledges and agrees that all remedies available to the Client for all claims or damages arising out of the Agreement are solely against the Supplier and not against any Third Party supplier.
- 19.3. If the Client requires any technical support in relation to the Services, the Client will contact the Supplier directly and shall not contact any Third Party suppliers of services to the Supplier.

20. MISCELLANEOUS

- 20.1. This Agreement is personal to the Client and the Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the Supplier's prior written consent (such consent not to be unreasonably withheld or delayed).
- 20.2. The Supplier may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement.
- 20.3. Client may request changes to any Order by submitting a written proposal ("**Change Request**"), detailing requested modifications, scope, delivery date and other relevant terms. The Supplier shall:
- 20.3.1. use reasonable endeavours to implement any such Change Request;
- 20.3.2. be entitled to reject a request for a change where the Supplier believe that the proposed change would require the Agreement to be delivered in a way that infringes applicable law or if the Supplier does not have the technical skill or capacity to implement the proposed change; and
- 20.3.3. notify the Client of any necessary adjustment to the Charges as a result of such Change Request,
- and a Change Request will not be effective until the parties agree to such change in writing and signed by an authorised representative of both parties.
- 20.4. A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 20.5. Should any of the contractual provisions set out herein be or become invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the Parties will negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision. Any modification to or deletion of a provision or part-provision under this clause will not affect the validity and enforceability of the rest of this Agreement validity of this Agreement as a whole shall remain unaffected. The invalid provision shall be replaced by a provision which correspond, as

far as possible, to what the parties would have agreed, had they been aware of the invalidity of the provision.

- 20.6. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes any and all prior agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to its subject matter. Each party 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 out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.
- 20.7. The relationship between the parties is that of independent contractors and nothing contained in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitutes a party the agent of the other party, or authorise any party of make or enter into any commitments for or on behalf of any other party.
- 20.8. This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement
- 20.9. This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.
- 20.10. Any notice given to a party under or in connection with this Agreement shall be in writing and shall be served to the registered address of the other party, as first set out above or to the other address as notified by either party by:
- 20.10.1. personal delivery; or
 - 20.10.2. acknowledgement receipt registered mail; or
 - 20.10.3. by recognised courier services,

and shall be deemed received upon receipt, except as regards notices sent by acknowledgement receipt registered mail, which shall be deemed delivered five (5) Business Days from dispatch. This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

- 20.11. The Client will not bring a legal action arising out of or related to the Agreement more than two (2) years after the cause of action arose.

21. GOVERNING LAW AND INFORMAL DISPUTE RESOLUTION

- 21.1. From time to time, disputes may arise out of, or relating to, this Agreement and the exercise or performance by either party of its rights and obligations. The Parties may wish to attempt to resolve their dispute informally.
- 21.2. The party wishing to refer a dispute for informal resolution shall give the other party written notice of its intention to do so, together with a statement of its position with respect to the dispute being referred. The parties will attempt to resolve such dispute amicably through discussion and negotiation through their respective Authorised Representatives. The Authorised Representatives will meet as often as the parties deem reasonably necessary in order to gather all information that the parties believe to be relevant in connection with resolving the matter in issue. The Authorised Representatives will discuss the issue and attempt to resolve the dispute

without the necessity of any formal proceedings. All negotiations shall be conducted in confidence and shall be without prejudice to the rights of the parties in any future proceedings, if any.

- 21.3. Nothing in this Agreement shall prevent or restrict either party's freedom to commence legal proceedings at any time including, without limitation, to preserve any legal right or remedy or to protect confidentiality or any Intellectual Property Rights or trade secrets.
- 21.4. All statements made and documents provided or exchanged in connection with the informal dispute resolution under this clause 21 shall be used solely for the purpose of those proceedings and shall be treated as Confidential Information.
- 21.5. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England.
- 21.6. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 21.7. Neither party may disclose the existence or content of the dispute or claim nor the results of any court award to any Third Party, except with the written consent of the other party or pursuant to a requirement by law or a court order.

Continued overleaf...

Schedule 1

Service Schedule

This Schedule 1 sets out the scope of work to be completed by the Supplier in delivering the Services under this Agreement.

Components of the Solution

In matching the Implementation Plan, the Supplier will deliver the following services:

Delete as appropriate

- ESG Optimiser tools (see Section 1.1 below)
- ESG Optimiser tools implementation and support services (see Sections 3.1 and 4.1 below)
- Diagnostic assessment service
- Strategic advisory services
- Advanced analytics

1.1 ESG Optimiser tools

The ESG Optimiser suite is organised into collection of tools:

1.1.1 Emissions Management - Scope 1&2 GHG Accounting and Reporting

Calculates Scope 1 and 2 emissions across Client's organisation, including renewables that form part of Scope 2 market-based emissions. Provides access to regionally, temporally specific emission factors across Scope 1 and 2 emission sources. Allows the Client to set up and utilise custom emission factors for reporting. Provides emissions and energy reporting on intensity, region, group and data type category.

1.1.2 Emissions Management - Scope 3 GHG Accounting and Reporting

Calculates Scope 3 upstream and downstream greenhouse gas (GHG) emissions across Client's organisation using methods supported by the GHG Protocol.

1.1.3 Emissions Management - Target Setting and Tracking

Captures and tracks performance against consumption, emissions, energy, cost and intensity targets.

1.1.4 Emissions Management - CO2 Mobility Calculator

Calculates the CO2 emissions of the Client and its employees travel based on the location of the Client's locations and visitation data.

Allows the Client to measure the CO2 emissions in relation to the commuting of its employees and the visitation of its customers to the Client's locations that can be used in the scope 3 GHG reporting

1.1.5 ESG Reporting - ESG Reporting Framework

Helps manage qualitative and quantitative Content across popular environmental, social and corporate governance frameworks. Provides workflow tools to help teams collaborate on collating Content.

1.1.6 ESG Reporting - Building Rating and Benchmarks

Captures Content related to Client's building attributes and utility data. Integrates with ENERGY STAR Portfolio Manager (ESPM) for up-to-date ENERGY STAR scores to benchmark and track building rating performance. Enables for reporting to the Global Real Estate Sustainability Benchmark (GRESB) by collating asset level Content for review and submission of Content via an API. Provides for calculation of indicative National Australian Built Environment Rating System (NABERS) Energy and Water ratings for office buildings.

1.1.7 ESG Reporting - Value Chain Surveys and Assessments

Allows survey participants to enter environmental, social and corporate governance performance related data in order to collect and analyse environmental, social and corporate governance metrics for the Client's reporting purposes.

Including X number of participants

1.1.8 ESG Reporting – ESG & Sustainability Dashboards

Custom build and deployment of online dashboards to visualise sustainability data in one place for stakeholders and team members

1.1.9 Decarbonisation - Utility Bill Analytics

Leverages Client's utility billing Content and provides analysis that can help track energy cost and consumption, identify anomalies, and inform decision making for energy efficiency.

1.1.10 Decarbonisation - Interval Meter Analytics

Automates capture of the Client's high-resolution interval meter Content and provides visualisation, analytics and workflow tools to help the Client identify opportunities to reduce utility consumption.

Including X number of meters and X number of solar inverters.

1.1.11 Decarbonisation - Sustainability Program Tracking

Tracks and reports on the Client's sustainability and energy efficiency related programs.

1.1.12 Health & Wellbeing Tracker

Allows the Client to see correlations between sickness, accidents and productivity and understand what it is that engages the Client's employees the most. Allows the Client to improve the employee relationship and support employees to have the best relationship possible.

1.1.13 Values-based Recruitment

Ensures that a Client's values are taken into consideration during the recruitment process. Automatically screens candidates that fit with the Client's values and ensures that the best candidates are put forward to the Client

1.1.14 Optional Services

The following optional services are also available in the Cloud Service. The services can be added onto any combination of components:

1.1.14.1 Multi-Country Add-on – X number of countries in total included

Enables capture of data from multiple countries with added functionality to support currency and unit of measure conversions, as well as global emission factor management. A single country is provided with the Data Management Base or Interval Metering Base Component.

1.1.14.2 Single-Sign-On Add-on

Automates the user authentication process by integrating directly with the Client's existing single sign-on directory scheme.

1.1.14.3 API Access Add-on

Provides direct API access to the Cloud Service in the form of reports in the JavaScript Object Notation format.

1.1.14.4 Connector Add-on

Connectors provide for bulk Content ingestion into the Cloud Service from external data sources.

X number of connectors with one (1) data type

X number of connectors with up to five (5) data types

X number of connectors with ten (10) data types

2.1. ESG Optimiser tools implementation and support services

2.1.1 The scope includes initial set-up and ongoing maintenance of connectors. If source files change then costs will be incurred at time & material to update the connector.

2.1.2 The scope includes up to **X** number of accounts which are defined as the number of discreet data types multiplied by the number of locations capturing that data.

2.1.3 Clients attached file storage for all the components used by the client in the cloud services are subject to a storage limit agreed at the start of the project, usage that exceeds the storage limit could be subject to additional cost.

2.1.4. Client will ensure provision of any hardware requirements, access requirements, information or data to be supplied. This will be defined and agreed during the project planning process.

2.1.5. The Supplier works with the Client's stakeholders to ensure the ESG Optimiser Solution is implemented to collect, report, monitor, and manage the Client's sustainability, energy, and asset performance data.

2.1.6. The Supplier will configure the ESG Optimiser Solution to the Client's data types, accounts, and organisational structure and conduct reporting workshops to match the Client's reporting requirements against the Supplier's existing reporting capabilities and customisable dashboards to ensure that the Client's reporting needs are met. The Supplier also establishes business practices for ongoing data capture and loads and reconciles the Client's historical data.

2.1.7 The Supplier will:

- work with the Client in gathering and documenting the requirements related to the in-scope modules and parameters;
- create a configuration plan; and
- implement the configuration plan in a system configuration activity. Following configuration, the Supplier will load the data, provide training to the Client's team, and support the Client's team in completion of the Services.

ADVANCED only - In addition, in the implementation of the Services the Supplier will run extra workshops to support with the completion of the reporting requirements and to support the process of sourcing and automating the data.

COMPLETE only - In addition, in the implementation of the Services the Supplier will provide project management to run the project in your business and identify, source and collate the data with on-site and remote support available. The Supplier will also automate agreed data.

3.1 ESG Optimiser tools implementation and support service levels

3.1.1 LITE

3.1.1.1 The Supplier's responsibilities

- Set up and run project kick-off and requirements gathering and reporting review workshops
- Provide templates
- Deliver configuration plan and configure system
- Historical period to be loaded: up to **X** years. **X** days of support to load data
- **X** system administrators and **X** users to be trained
- **X** system administration training sessions
- **X** End User training sessions
- Transition to live environment
- System project management services

3.1.1.2 The Client's responsibilities

- Complete all templates
- Provide data samples
- Provide historical data in agreed format
- Sign off all documents
- Business project management

3.1.2 ADVANCED**3.1.2.1 The Supplier's responsibilities**

- Set up and run project kick-off and requirement gathering and reporting review workshops
- Provide templates
- Run X workshop per template to support key stakeholders completing
- Run X workshop with data providers on sourcing and automation
- Up to X additional meetings with stakeholders to support template completion and data load
- Project management support for business project manager – weekly meetings up to X hours per week during implementation
- Deliver configuration plan and configure system
- Historical period to be loaded: up to X years. X days of support to load data
- X system administrators and X End Users to be trained
- X system administration training sessions
- X End User training sessions
- Transition to live environment
- System project management services

3.1.2.2 The Client's responsibilities

- Complete all templates with support from workshops and project management meetings
- Provide data samples
- Provide historical data in agreed format
- Sign off all documents
- Business project management

3.1.3 COMPLETE**3.1.3.1 The Supplier's responsibilities**

- Set up and run project kick-off and requirement gathering and reporting review workshops
- Provide templates
- Complete all templates and support finding data samples and historical data
- Run X workshop per template to support key stakeholders completing
- Run X workshop with data providers on sourcing and automation
- Up to X additional meetings with stakeholders to support template completion and data load
- Deliver configuration plan and configure system
- Historical period to be loaded: up to X years. X days of support to load data
- X system administrators and X End Users to be trained
- X system administration training sessions
- X End User training sessions
- Transition to live environment
- Full project management services including business project management

3.1.3.2 The Client's responsibilities

- Provide data samples, with support
- Provide historical data in agreed format, with support
- Sign off all documents

4.1 Technical Support**4.1.1 LITE** – support issues.

4.1.1.1 Helpdesk

The Client will contact the Supplier's helpdesk by email at esgsupport@insight.ikano.

4.1.1.2 The Supplier will provide a helpdesk that operates 9:00 – 17:00 GMT on Business Days. The Supplier will acknowledge cases logged within one working hour. The Supplier will respond to the Client within 8 working hours from time of acknowledgement with an estimate of the time to fix it.

4.1.1.3 The Client shall contact the Client's system administrator before contacting the Supplier. If the Client's system administrator cannot get the ESG Optimiser Solution to work as it is meant to and needs support then the Client's system administrator shall escalate the support request to the Supplier.

4.1.1.4 The Supplier will resolve ESG Optimiser Solution technical issues and report back to the Client.

4.1.1.5 Other issues and End User queries are excluded and will be referred back to the Client's system administrators.

4.1.1.6 X hours a month are covered. Should helpdesk exceed the allocated hours the Supplier will charge based on the hourly rate as set out in the Agreement.

4.1.1.7 The Supplier will evaluate the case raised and take one or more of the following actions:

- request further information from the Client;
- reject the case as falling outside the Supplier's proper control or responsibility;
- schedule the case for resolution.

4.1.1.8 If the Supplier rejects the case, the Supplier will provide a written explanation of the rejection within a reasonable period thereafter.

4.1.1.9 Service level can be moved between tiers annually by mutual agreement any changes can be made

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4.1.2 ADVANCED – support issues.

4.1.2.1 The Client will contact the Supplier's helpdesk by email to esgsupport@insight.ikano.

4.1.2.2 The Supplier will provide a helpdesk that operates 9:00 – 17:00 GMT on Business Days. The Supplier will acknowledge cases logged within one working hour. The Supplier will respond to the Client within 8 working hours from time of acknowledgement with an estimate of the time to fix it.

4.1.2.3 The Client shall contact the Client's system administrator before contacting the Supplier. If the Client's system administrator cannot get the ESG Optimiser Solution to work as it is meant to and needs support then the Client's system administrator shall escalate the support request to the Supplier. The

Supplier will support the resolution of the support request remotely and advise if needed to support the Client to resolve the issue if it is not a ESG Optimiser Solution issue.

4.1.2.4 Other Services included:

- quarterly data quality and file load checks;
- audit support when preparing and going through audit process;
- annual system and End User assessment; and
- advisory services available to ensure that the system is used to the full potential.

4.1.2.5 X hours a month are covered. Should helpdesk exceed the allocated hours the Supplier will charge based on the hourly rate as set out in the Agreement.

The Supplier will evaluate the case raised and take one or more of the following actions:

- request further information from the Client;
- reject the case as falling outside the Supplier's proper control or responsibility;
- schedule the case for resolution.

4.1.2.6 If the Supplier rejects the case, the Supplier will provide a written explanation of the rejection within a reasonable period thereafter.

4.1.2.7 Service level can be moved between tiers annually by mutual agreement any changes can be made

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4.1.3 COMPLETE – Virtual system administrator.

4.1.3.1 The Client will contact the Supplier's helpdesk by email to esgsupport@insight.ikano or on XXX.

4.1.3.2 The Supplier will provide a helpdesk that operates 9:00 – 17:00 GMT on Business Days. The Supplier will acknowledge cases logged within one working hour. The Supplier will respond to the Client within 8 working hours from time of acknowledgement with an estimate of the time to fix it.

4.1.3.3 The Client's End Users may contact the Supplier's helpdesk with any issues.

4.1.3.4 The Supplier deal with all issues, training and virtually administer the ESG Optimiser Solution including user administration, location and data administration.

4.1.3.5 Other Services included:

- quarterly data quality and file load checks;
- audit support when preparing and going through audit process;
- annual system and End User assessment;
- advisory services available to ensure that the system is used to the full potential;
- workshops to review data and actions twice a year;

- support to automate data collection and develop reporting.

4.1.3.6 X hours a month are covered. Should helpdesk exceed the allocated hours the Supplier will charge based on the hourly rate as set out in the Agreement.

4.1.3.7 The Supplier will evaluate the case raised and take one or more of the following actions:

- request further information from the Client;
- reject the case as falling outside the Supplier's proper control or responsibility;
- schedule the case for resolution.

4.1.3.8 If the Supplier rejects the case, the Supplier will provide a written explanation of the rejection within a reasonable period thereafter.

4.1.3.9 Service level can be moved between tiers annually by mutual agreement any changes can be made

Commented [PJ3]: Bank & Bostad only

Schedule 2

Charges

| Charges | |
|--|---|
| Charges payable by the Client for the First contract Year during the Minimum Term | [INSERT] |
| Charges payable by the Client for the second contract Year | [INSERT/NOT APPLICABLE] |
| Charges payable by the Client for the third contract Year | [INSERT/NOT APPLICABLE] |
| Payment Milestones – Year 1 | 50% ([INSERT SUM]) payable on the Effective Date. 50% payable in three quarterly payments of ([INSERT SUM]) on or before the third, sixth and ninth anniversary of the Effective Date. |
| Payment Milestones – Year 2 onwards | The Charges are payable in four quarterly payments of ([INSERT SUM]) on or before the first, third, sixth and ninth anniversary of the Effective Date. |
| Helpdesk Charges over agreed hours | £130 per hour invoiced quarterly in arrears. |

The costs are based on the agreed scope and any changes could change the costs. All changes will be agreed in written before proceeding.

All charges are to be paid in full and exclude any costs for tax which are the client responsibility.