



HEMS Ops – User Terms and Conditions

HEMSOps is a Software as a Service application provided by Intelogy Limited.

Our Customer Terms of Service is a contract that governs our customers' use of the HEMS Ops service. It consists of the following documents:

Master Terms: These contain the core legal and commercial terms that apply to your subscription.

Product Privacy Policy: This policy describes how we collect, receive, use, store, share, transfer, and process your Personal Data in connection with your use of the Subscription Service. It also describes your choices regarding use, as well as your rights of access to and correction of your Personal Data.

Product & Service Specification This defines a technical and support details of the application.

By using the Subscription Service or receiving the Consulting Services, you are agreeing to these terms.

We update these terms from time to time. If you have an active HEMS Ops subscription, we will let you know when we update the terms by email.



Master Terms

1. Definitions
2. Use of Services
3. Fees
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5. Customer Data
6. Intellectual Property
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1. Definitions

"Add-Ons" means additional product enhancements that are made available for purchase.

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement. For purposes of this definition, control means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" or "Customer Terms of Service" means these Master Terms and all materials referred or linked to in here.

"Billing Period" means the period for which you agree to prepay fees.

"Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential. Confidential Information includes all information concerning: the Disclosing Party's



customers and potential customers, engineering and other designs, technical data, business plans, business opportunities, finances, research, development, and the terms and conditions of this Agreement. Confidential Information doesn't include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. Subject to the foregoing exclusions, Customer Data will be considered Confidential Information under this Agreement regardless of whether or not it is designated as confidential.

"Contact" means a single individual (other than a User) whose Contact Information is stored by you in the Subscription Service.

"Contact Information" means the name, email address, phone number, online user name(s), telephone number, and similar information uploaded by you to the Subscription Service.

"Consulting Services" means the professional services provided to you by us, which may include training services, installation, integration or other consulting services.

"Customer Data" means all information that you submit to us to provide the Subscription Service. Customer Data does not include HEMS Ops ® System Content.

"DPA" means the HEMS Ops Data Processing Agreement

"Free Services" means the Subscription Service or other products or features made available by us to you on an unpaid trial or free basis.

"HEMS Ops System Content" means all information, data, text, error messages, software, graphics, images, and tags that we incorporate into the Subscription Service or Consulting Services. i.e. your client license file, tenant ID, certificate and secrets (stored in key vault) required to provide us with permissions to generate artefacts in your Office 365 tenant. None of your information files, audit logs, error logs or meta data is stored in the HEMS Ops. If you cease to use HEMS Ops, there is no loss of data or mappings.

"Order" or "Order Form" means the HEMS Ops order form or subscription process by which you agree to subscribe to the Subscription Service and purchase Consulting Services.



"Personal Data" means any information relating to an identified or identifiable individual where such information is contained within Customer Data and is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws (as defined in the DPA).

"Subscription Fee" means the amount you pay for the Subscription Service.

"Subscription Service" means all of our web-based applications, tools and platforms that you have subscribed to under an Order Form or that we otherwise make available to you, and are developed, operated, and maintained by us, and any ancillary products and services, that we provide to you.

"Subscription Term" means the initial term of your subscription to the applicable Subscription Service, as specified on your Order Form(s), and each subsequent renewal term (if any). For Free Services, the Subscription Term will be the period during which you have an account to access the Free Services.

"Users" means your employees, representatives, consultants, contractors or agents who are authorised to use the Subscription Service for your benefit and have unique user identifications and passwords for the Subscription Service.

"HEMSOps ", "we", "us" or "our" means Intelogy Limited as the applicable contracting entity.

"You", "your" or "Customer" means the person or entity using the Subscription Service or receiving the Consulting Services and identified in the applicable account record, billing statement, online subscription process, or Order Form as the customer.

2. Use of services

2.1. Access

During the Subscription Term, we will provide your Users access to use the Subscription Service as described in this Agreement and the applicable Order. You may provide access and use of the Subscription Service to your Affiliate's Users or allow them to receive the Consulting Services purchased under this Order; provided that, all such access, use and receipt by your Affiliate's Users is subject to and in compliance with the Agreement and you will at all times remain liable for your Affiliates' compliance with the Agreement.



2.2. Additional Features

You may request additional features to be added to the service. If they are generic and of low cost (<2 days development effort), they will be added to the service at no additional cost to you. If they are specific to you or have a relatively high cost of development, we reserve the right to charge an additional fee. It maybe that the additional features can be charged as Add-On module to the Subscription fees, in which case we will not charge you Subscription fees for the respective add-on module and return 100% of any Add-On Subscriptions fees collected from other customers for the first twelve months after go-live, up to the value of the original development cost. If multiple customers decide to share the cost of major development, any respective Add-On module subscriptions subsequently gathered would distributed in the same manner, pro rata, as per the original contributions.

2.3. Service Uptime Commitment

We mirror Microsoft Azure's availability guarantee and will directly pass on any refunds provided by Microsoft if service levels fall below their publicly stated levels (99.9%).

<https://azure.microsoft.com/en-gb/support/legal/sla/summary/>

2.4. Downgrades

Depending on your HEMS Ops Subscription, you may be entitled to downgrade your subscription. Please raise a support ticket accordingly.

2.5. Modifications

We modify the Subscription Service from time to time, including by adding or deleting features and functions, in an effort to improve your experience. For further information on our modification rights that apply to your subscription.

2.6. Customer Support

For information on the customer support terms that apply to your subscription, please refer to the Product Specification & SLA.

2.7. Prohibited and Unauthorised Use

You will not use the Subscription Service in any manner that is unlawful or prohibited by this Agreement.



You may not use the Subscription Service if you are legally prohibited from receiving or using the Subscription Service under the laws of the country in which you are resident or from which you access or use the Subscription Service.

You will notify us straight away of any unauthorised use of your Users' identifications and passwords or your account.

2.8. Customer Responsibilities

To realise the full value of the Subscription Service and Consulting Services, your participation and effort are needed. Resources that may be required from you include a project manager, one or more content creators, a press office sponsor, an executive sponsor and a technical resource (or equivalent).

2.9. Free Trial

If we offer a free trial, we will make the applicable Subscription Service available to you on a trial basis free of charge until the earlier of (a) the end of the free trial period (if not terminated earlier) or (b) the start date of your paid subscription. If we include additional terms and conditions on the trial registration form, those will apply as well.

2.10. Legacy Products

If you have a legacy HEMS Ops product, some of the features and limits that apply to that product may be different than those that appear in these Master Terms or Product Specification & SLA.

3. Fees

3.1. Subscription Fees

The Subscription Fee will remain fixed during the initial term of your subscription unless (i) you exceed your User limits, (ii) you upgrade products or base packages, (iii) you subscribe to additional features or products or (iv) otherwise agreed to in your Order. (v) UK Consumer Price Inflation rates increase above 10% for more than 3 months in a row. We may also choose to decrease your fees upon written notice to you.



3.2. Fee Adjustments at Renewal

Upon renewal, we may adjust your fees to our then-current list price. If this increase applies to you, we will notify you at least thirty (30) days in advance of your renewal and the changed fees will apply at the start of the next renewal term. If you do not agree to this, either party can choose to terminate your subscription at the end of your then-current term by giving the notice required in the 'Notice of Non-Renewal' section below.

3.3. Payment against invoice

If you are paying by invoice, we will invoice you no more than forty-five (45) days before the beginning of the Subscription Term and each subsequent Billing Period, and other times during the Subscription Term when fees are payable. All amounts invoiced are due and payable within thirty (30) days from the date of the invoice, unless otherwise specified in the Order Form.

3.4. Payment Information

You will keep your contact information up to date. All payment obligations are non-cancellable and all amounts paid are non-refundable, except as specifically provided for in this Agreement. All fees are due and payable in advance throughout the Subscription Term. If the Subscription Period is greater than 12 months, 12 months of the fees are due in advance of each 12 month period.

3.5. Sales Tax

All fees are exclusive of taxes, which we will charge as applicable. You agree to pay any taxes applicable to your use of the Subscription Service and performance of Consulting Services. If you are located in the European Union, all fees are exclusive of any VAT and you represent that you are registered for VAT purposes in your member state. At our request, you will provide us with the VAT registration number under which you are registered in your member state. If you do not provide us with a VAT registration number prior to your transaction being processed, we will not issue refunds or credits for any VAT that was charged.



4. Term and termination

4.1. Term and Renewal

Your initial subscription period will be specified in your Order, and, unless otherwise specified in your Order, your subscription will automatically renew for the shorter of the subscription period, or one year.

4.2. Notice of Non-Renewal

Unless otherwise specified in your Order, to prevent renewal of your subscription, you or we must give written notice of non-renewal within 60 days of end of the current term.

4.3. Early Cancellation

You may choose to cancel your subscription early at your convenience provided that, we will not provide any refunds of prepaid fees or unused Subscription Fees, and you will promptly pay all unpaid fees due through the end of the Subscription Term. See the 'Notice of Non-Renewal' section for information on how to cancel your subscription.

4.4. Termination with Cause

Either party may terminate this Agreement with cause, as to any or all Subscription Services: (i) upon thirty (30) days' notice to the other party of a material breach if such breach remains unresolved at the expiration of such period, or (ii) immediately, if the other party becomes the subject of a petition for bankruptcy or any other proceeding relating to insolvency, cessation of business, liquidation or assignment for the benefit of creditors.

We may also terminate this Agreement with cause on thirty (30) days' notice if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.

This Agreement may not otherwise be terminated prior to the end of the Subscription Term.

4.5. Suspension

4.5.1 Suspension for Prohibited Acts

We may suspend any User's access to any or all Subscription Services without notice for:



(i) use of the Subscription Service in a way that violates applicable local, national, or foreign laws or regulations or the terms of this Agreement,

4.5.2 Suspension for Non-Payment

We will provide you with notice of non-payment of any amount due. Unless the full amount has been paid, we may suspend your access to any or all of the Subscription Services ten (10) days after such notice. We will not suspend the Subscription Service while you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute. If a Subscription Service is suspended for non-payment, we may charge a re-activation fee to reinstate the Subscription Service.

4.5.3 Suspension and Termination of Free Services

We may suspend, limit, or terminate the Free Services for any reason at any time without notice. We may terminate your subscription to the Free Services due to your inactivity.

4.6. Effect of Termination or Expiration

If your paid subscription is terminated or expires, we will continue to make available to you our Free Services however, this may not be the case if your Agreement was terminated for cause.

You will continue to be subject to this Agreement for as long as you have access to a HEMS Ops account.

Upon termination or expiration of this Agreement, you will stop all use of the Subscription Service and HEMS Ops System Content. If you terminate this Agreement with cause, we will promptly refund any prepaid but unused fees covering use of the Subscription Service after termination. If we terminate this Agreement with cause, you will promptly pay all unpaid fees due through the end of the Subscription Term. Fees are otherwise non-refundable.

5. Customer data

5.1. Customer's Proprietary Rights

You own and retain all rights to the Customer Data. This Agreement does not grant us any ownership rights to Customer Data. You grant permission to us and our licensors to use the Customer Data only as necessary to provide the Subscription Service and Consulting Services to you and as otherwise permitted by this Agreement. If you are using the Subscription Service



or receiving Consulting Services on behalf of another party, then you represent and warrant that you have all sufficient and necessary rights and permissions to do so.

5.2. Limits on HEMS Ops

We will not use, or allow anyone else to use, Customer Data to contact any individual or company except as you direct or otherwise permit. We will use Customer Data only in order to provide the Subscription Service and Consulting Services to you and only as permitted by applicable law and this Agreement.

5.3. Data Practices and Machine Learning

We may monitor use of the Subscription Service by all of our customers and use the information gathered in an aggregate and anonymized manner. We may use Customer Data in an anonymized manner for machine learning.

5.4. Protection of Customer Data

The terms of the DPA are hereby incorporated by reference and will apply to the extent any Customer Data includes Personal Data. The DPA sets out how we will process Personal Data on your behalf in connection with the Subscription Services provided to you under this Agreement. We will maintain commercially appropriate administrative, physical, and technical safeguards to protect Personal Data as described in the DPA.

5.5. Customer Data Transfers

HEMS Ops Customer Data will reside in the United Kingdom by default, unless otherwise specified by the Customer. If held outside of the UK, we and our Affiliates may transfer Customer Data (including Personal Data) to the United Kingdom in connection with the Subscription Service.

5.6. Retention

Deletion and Retrieval of Customer Data. For information on our procedures regarding the retention and deletion of Customer Data, please see Product Specification & SLA.



6. Intellectual property

6.1 This is an agreement for access to and use of the Subscription Service, and you are not granted a licence to any software by this Agreement. The Subscription Service and Consulting Services are protected by intellectual property laws, they belong to and are the property of us or our licensors (if any), and we retain all ownership rights to them. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the HEMS Ops System Content, the Subscription Service, or the Consulting Services in whole or in part, by any means, except as expressly authorised in writing by us.

6.2 We encourage all customers to comment on the Subscription Service or Consulting Services and provide suggestions for improving it. You agree that all such comments and suggestions will be non-confidential and that we own all rights to use and incorporate them into the Subscription Service or Consulting Services, without payment or attribution to you.

6.3 We warrant that we have the power, authority and right (i) to provide the Goods and/or Services to You without infringing or violating the rights (including Intellectual Property Rights) of any third party and (ii) for You to fully enjoy the Goods and/or Services provided by Us as anticipated by this Agreement without infringing or violating the rights (including Intellectual Property Rights) of any third party. We warrant that it will not knowingly, wilfully or negligently cause You to be in breach of such third-party Intellectual Property Rights or other rights through Your enjoyment of the Goods and/or Services as anticipated by this Agreement.

6.4 In the event that Intelogy cease trading or decide to no longer offer the referenced Subscription Service, Intelogy will automatically cede any claim to the ownership of the Intellectual Property Rights of the solution and existing customers be granted a license at no cost to the developed solution and be offered all available source code for use in perpetuity.

7. Confidentiality

7.1 The Receiving Party will: (i) protect the confidentiality of the Confidential Information of the Disclosing Party using the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind, but in no event less than reasonable care, (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information of the Disclosing Party to any third party



(except those third party service providers used by us to provide some or all elements of the Subscription Service or Consulting Services), and (iv) limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

7.2 The Receiving Party may disclose Confidential Information of the Disclosing Party if required to do so under any national or local law, statute, rule or regulation, subpoena or legal process; provided, however, that (i) the Receiving Party will provide the Disclosing Party with prompt notice of any request that it disclose Confidential Information, sufficient to allow the Disclosing Party to object to the request and/or seek an appropriate protective order or, if such notice is prohibited by law, the Receiving Party will disclose the minimum amount of Confidential Information required to be disclosed under the applicable legal mandate; and (ii) in no event will the Receiving Party disclose Confidential Information to a party other than a government body except under a valid order from a court having jurisdiction requiring the specific disclosure.

8. Publicity

You grant us the right to add your name and company logo to our customer list and website.

9. Indemnification

You will indemnify, defend and hold us and our Affiliates harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with us or our Affiliates to the extent that such Action is based upon or arises out of

- (a) unauthorized or illegal use of the Subscription Service by you or your Affiliates,
- (b) your or your Affiliates' noncompliance with or breach of this Agreement,
- (c) your or your Affiliates' use of Third-Party Products, or



(d) the unauthorized use of the Subscription Service by any other person using your User information.

We will: notify you in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defence or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defence or settlement of the claim. You will not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

10. Disclaimers; limitation of liability

10.1. Disclaimer of Warranties

Without limiting our obligations in the 'Protection of Customer Data' section of this Agreement, we and our affiliates and agents make no representations or warranties about the suitability, reliability, availability, timeliness, security or accuracy of the Subscription Service, data made available from the Subscription Service, HEMS Ops system content, or the consulting services for any purpose. To the extent permitted by law, the Subscription Service, HEMS Ops system content and consulting services are provided "as is" without warranty or condition of any kind. We disclaim all warranties and conditions of any kind, whether express, implied or statutory, with regard to the Subscription Service and the Consulting Services, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

10.2. No Indirect Damages

To the extent permitted by law, in no event will either party or its affiliates be liable for any indirect, incidental, punitive, or consequential damages, or loss of profits, revenue, data or business opportunities arising out of or related to this Agreement, whether an action is in contract or tort and regardless of the theory of liability.

10.3. Limitation of Liability

If, notwithstanding the other terms of this Agreement, either party or its affiliates is determined to have any liability to the other party, its affiliates or any third party, the parties agree that the aggregate liability of a party and its affiliates will be limited to a sum equal to the total amounts



paid or payable for the Subscription Service in the twelve month period preceding the event giving rise to a claim.

10.4. Third Party Products.

We and our affiliates disclaim all liability with respect to third-party products that you use. Our licensors will have no liability of any kind under this Agreement.

10.5. Agreement to Liability Limit

You understand and agree that absent your agreement to this limitation of liability, we would not provide the Subscription Service to you.

11. Charter partners

The Charter Programme is designed to be a collaboration between the developers of the system (Intelogy) and the initial operationally aware customers such that a design is agreed upon that meets the needs of the majority of UK HEMS Operators.

Charter Partners are encouraged to provide input into the design such that the application is viable for production for at least their needs. During the main development stage, we would anticipate that Charter Partners would meet weekly with Intelogy (for an hour) and the other Charter Partners would have access to design documentation with the ability to provide feedback on an ad hoc basis. We would set up monthly 1 hour meetings for all to report progress and provide an opportunity for feedback.

The initial Subscription Term for Charter Partners is 36 months, with subscription fees payable at the start of each 12-month period. After the initial Term, Charter Partners may revert back to a standard term of 12 months.

Charter Partners will receive a £500 annual discount off their Subscription fees for each non-Charter Partner customer currently signed up, up to a maximum of £5k discount per year. The discount is applied at the 12-month anniversary of their start date and is valid indefinitely.



12. Miscellaneous

12.1. Amendment

No Waiver. We may modify any part or all of the Agreement. We will provide you notice of this revision by email.

If you do not agree with a modification to the Agreement, you must notify us in writing within thirty (30) days after we send notice of the revision. If you give us this notice, then your subscription will continue to be governed by the terms and conditions of the Agreement prior to modification until your next renewal date, after which the revised terms will apply. However, if we can no longer reasonably provide the subscription to you under the terms prior to modification (for example, if the modifications are required by law or result from general product changes), then the Agreement and/or affected Subscription Services will terminate upon our notice to you and we will promptly refund any prepaid but unused fees covering use of the Subscription Service after termination.

No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

12.2. Force Majeure

Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

12.3. Actions Permitted

Except for actions for non-payment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.



12.4. Relationship of the Parties

You and we agree that no joint venture, partnership, employment, or agency relationship exists between us.

12.5. Entire Agreement

This Agreement (including each Order), along with our Privacy Policy is the entire agreement between us for the Subscription Service and Consulting Services and supersedes all other proposals and agreements, whether electronic, oral or written, between us. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website. Our obligations are not contingent on the delivery of any future functionality or features of the Subscription Service or dependent on any oral or written public comments made by us regarding future functionality or features of the Subscription Service. We might make versions of this Agreement available in languages other than English. If we do, the English version of this Agreement will govern our relationship and the translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement.

12.6. Assignment

You will not assign or transfer this Agreement without our prior written consent, except that you may assign this Agreement to a successor by reason of merger, reorganization, sale of all or substantially all of your assets, change of control or operation of law, provided such successor is not a competitor of ours. We may assign this Agreement to any HEMS Ops affiliate or in the event of merger, reorganisation, sale of all or substantially all of our assets, change of control or operation of law.

12.7. Contract for Services

This Agreement is a contract for the provision of services and not a contract for the sale of goods.

12.8. Authority

Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its



terms. You further warrant and represent that you have the authority to procure your Affiliates compliance with the terms of this Agreement.

12.9. Insurance

During the term of this Agreement, we will, at our own cost and expense, obtain and maintain in full force and effect, with reputable insurers, liability insurance with coverage and minimum limits of liability as follows: (i) Public / Products Liability Insurance with 5,000,000 Aggregate Limit; (ii) Employers Liability Insurance with aggregate limit of £10,000,000 (iii) Professional Indemnity, with aggregate limit of £2,000,000

12.10. Survival

The following sections will survive the expiration or termination of this Agreement: 'Definitions', 'Fees', 'Prohibited and Unauthorized Use', 'Early Cancellation', 'Termination with Cause', 'Suspension for Non-Payment', 'Suspension and Termination of Free Services', 'Effect of Termination or Expiration', 'Intellectual Property', 'Customer's Proprietary Rights', 'Confidentiality', 'Publicity', 'Indemnification', 'Disclaimers; Limitations of Liability', 'Miscellaneous' and 'Contracting Entity and Applicable Law'.

12.11. Precedence

In the event of a conflict between the terms of the Agreement and an Order, the terms of the Order shall control, but only as to that Order.



Signature Page

I hereby agree to the above terms:

Signature:

Date:

Name:

Position:

On behalf of: