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Sigma Sustainability and Energy Management Software as a Service (SaaS) Order

TEAM Reference	QT
Effective Date (the date this Agreement is executed)	[enter the date of the last signature]
Start Date	[the date this Agreement is executed] OR [the earlier of (i) the date the Software [and/or] Services are delivered to the Customer and (ii) three months following the date this Agreement is executed] OR [the date the Customer is given access to the Software]
Term	[xxx years/months from the Start Date and thereafter the Agreement will renew annually for further periods of twelve months unless terminated by either Party giving 90 days' written notice prior to the end of the Term] OR [xxx years/months from the Start Date with an option to be extended for a further xxx months/years. The Agreement will then renew annually for further periods of twelve months unless terminated by either Party giving 90 days' written notice prior to the end of the Term] OR [xxx years/months from the Start Date] OR [xxx years/months from the Start Date with an option to be extended for a further xxx months/years.]
Initial Fixed Fee Period	[[36 months] during which period there is no increase in Annual Subscription Fees due to RPI] OR [Not applicable]
Prepared Date	

Prepared By	KAM Name
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Customer Details

Customer Name	
Address	
Registration number	
Primary Contact	
Primary Contact – Telephone	
Primary Contact – E-mail	
Finance Contact	
Finance Contact – Telephone	
Finance Contact – E-mail	
Finance Address (if different to above)	
VAT Number (if applicable)	
Purchase Order Number (if applicable)	

Fees

Products Ordered and Fee Schedule – Sigma SaaS	Cost (£)
Recurring Fees These fees will be invoiced [annually/monthly] on the last day of the month of the Start Date and [annually/monthly] thereafter.	
Annual Subscription Sigma This fee is based on up to [xx] Data Points, [xx] Advanced Users and [xx] Express Users, and covers license, maintenance and support and hosting of the Software (as described in the Notes below).	£0.00
Software Module Extensions: [delete rows as appropriate]	
Tenant Billing	£0.00
Utility Bill Validation	£0.00
Network Charge Validation	£0.00
Utility Bill Payment Interface File	£0.00
Internet of Things (IoT)	£0.00

Products Ordered and Fee Schedule – Sigma SaaS	Cost (£)
Mobile Application	£0.00
Sigma for Excel	£0.00
Global Language Packs	£0.00
Weather Meter Service	£0.00
Custom System Branding	£0.00
Total Annual Subscription Fees	£0.00
Service Fees [delete rows as appropriate] These one-off fees will be invoiced on completion of the applicable Software Services (as described in the Notes below).	
Implementation Design & Configuration The costs for Software setup, defining the property estate and configuring the software as required.	£0.00
Import Configuration Setup The costs for configuration and integration of the Software with the different streams of metering data (e.g. BMS Integration) to enable import of data.	£0.00
Historical Data Import The costs for loading of historical data.	£0.00
Utility Bill Payment Interface File Design & Configuration The costs to integrate the Software with a third-party accounting system.	£0.00
Internet of Things (IoT) Configuration The costs for configuring IoT integration.	£0.00
Report & Dashboard Configuration The costs for designing and building reports and dashboards to an agreed specification.	£0.00
Training Based on n days training for up to [x] people. Please see Training Schedule for more information.	£0.00
Sub-Total Set-up & configuration fees	£0.00
Total Fees	
Total First Year Fees (Services and Annual Subscription)	£0.00
[Subsequent xx Years Thereafter for Initial Fixed Fee Period] OR [Subsequent xx Years Thereafter subject to RPI]	£0.00

[After the Initial Fixed Fee Period, the Recurring Fees as set out in the Fee Schedule will increase annually by the same percentage increase as the year-on-year percentage increase shown in the latest available all items Retail Price Index (“RPI”) as published by the Office of National Statistics in the month prior to the renewal.]

OR

[The Recurring Fees as set out in the Fee Schedule will increase annually by the same percentage increase as the year-on-year percentage increase shown in the latest available all items Retail Price Index (“**RPI**”) as published by the Office of National Statistics in the month prior to the renewal.]

Payment Terms

The fees will be invoiced as set out in the Fee Schedule and the Customer will pay the invoices within 30 days of the invoice date by bank transfer to:

Account Name:	Energy Auditing Agency Limited
Bank:	Bank of Scotland
Sort Code:	12-18-05
Account Number:	06000364

Remittance advices should be emailed to remittances@teamenergy.com.

VAT will be charged on the Fees detailed above at the prevailing rate.

Supporting Fee Notes & Service Outline

The main driver of Software Fees is a “**Data Point**” which is defined as a data point for the storage or calculation of time-series data such as kWh, temperature, or a virtual meter. For clarity, a physical meter may have several data channels (e.g., individual registers, flow rates and temperatures for heat meters) each giving rise to a Data Point.

A billing Account used to store supplier bills also counts as a Data Point. For an Account to exist it requires a meter Data Point to support bill validation. In the case where there is no time-series data present against the meter, only the Account will be counted as a Data Point and the meter itself will not be counted.

The Customer is licensed to use the Software for up to:

- [xx] Data Points
- [xx] Advanced Users
- [xx] Express Users.

[Include any supplementary details that justifies the above licensing limit. For example, “the above limit is estimated based upon there being 70 buildings, each with electricity, gas and water supplies, with 25 of those having half hourly data from electricity meters recorded i.e. total of 235 points.]

Additional Data Points can be purchased at a price of £[xx] per Data Point per annum.
Additional Advanced Users can be purchased at a price of £[xx] per Advanced User per annum.
Additional Express Users can be purchased at a price of £[xx] per Express User per annum.
Each of these prices is subject to increases in line with RPI, with the price quoted at the time of order.

If during the Term of the Agreement the number of Data Points, Advanced Users or Express Users used exceeds those purchased, a Change Order will be raised, and the Fees will be increased accordingly.

Provision for Software Onboarding, Implementation Design and Configuration

[If the customer has agreed to complete on boarding themselves, please clearly state this (and remove the text below as required) ...]

All configuration and setup of the estate to get the system up and running (including Sites, Accounts, Meters, Supply Points, and Tariffs etc) will be completed by the Customer.

OR outline the assumptions that have been made for the basis of the quote based on the understanding of how the Customer intends to use Sigma based on any information that has been provided. This will provide the input into the on-boarding process to ensure there is enough background behind the intended use of the system and any significant differences/additions can be handled appropriately.

TEAM will work with you to setup and configure your property estate. The fees quoted are based on the outline configuration below. A TEAM consultant will work with you to arrive at a mutually agreeable configuration. TEAM will also share the format that the core configuration data should be provided in. Please note, the setup work is usually carried out by staff at TEAM offices, unless otherwise stated. TEAM reserve the right to revisit the fees associated with the setup and configuration where there is significant deviation or complexity to the assumptions outlined here.

The configuration that TEAM will fulfil on behalf of the Customer is based upon:

Assumption	Details
Number of Sites or Locations	Outline the number of sites in the estate.
Commodities being managed	Outline the commodities that will be required for data load.
Number of Billed Accounts	Outline the number of Accounts for which utility bills are expected to be received. Include a breakdown of commodities where possible.
Number of Meters / Submeters / Data Loggers / IoT Sensors / Other Data Streams	Outline the number of meters / submeters / dataloggers, including a breakdown by commodity if available.
Number of Meters for which self reads are to be entered	Outline the number of meters / submeters for which self reads are expected to be recorded. If known, please include the expected frequency of read and breakdown by commodity.

Upon receipt of the Order, a TEAM Project Manager will make contact to initiate the project and outline the plan of action. The Project Manager will remain the single point of contact throughout the setup and configuration process and will co-ordinate the work required from a TEAM perspective. The outline delivery timescales will be set out at this point but are largely dependent on the timely responses to TEAM questions throughout the process, and provision of data to facilitate the configuration of the system (e.g. Sites, Building Units, Accounts, Meters, etc.).

Provision for Implementation Data Import

It is understood the metering data will be sourced and presented for use by Sigma as follows:

Please state any assumptions relating to the integration with any metering systems, and any known development that may be required to Sigma to achieve customer needs.

E.g.

There will be one source of metering data. Transfer of data between the Priva BEMS system and Sigma will be via transfer of csv file at regular intervals and containing data for all meters. This will be either by presentation of the file to an sFTP server or Email box (details of which will be provided by TEAM). There is an interface available in the system to support this and TEAM will help configure this during the implementation to retrieve the data at the required regularity.

OR The transfer of data between the "NEW BEMS" system and Sigma is not currently an available interface format. However, TEAM will develop an interface that can support this. It is expected that there will be presentation of a csv file to an sFTP server or Email box (details of which will be provided by TEAM). TEAM will require sight of the csv file format before development of the interface can begin.

Provision for Loading Historical Data

State any assumptions relating to the loading of historical bills and/or consumption data, for example:

- There is no requirement for historical data to be loaded
- TEAM will load 1 years' worth of consumption data for [xx] accounts and/or [xx] meters. The meter data will be provided in 30-minute intervals (HH). The Customer will provide this data in a generic format that can be loaded into the system. TEAM will provide an example file.
- TEAM will load 1 year of utility bills for [xx] accounts. The bills will be provided in a single spreadsheet with the following data loaded as a minimum:
 - Bill Period Start Date
 - Bill Period End Date
 - Invoice Date
 - Billed Consumption
 - Net Amount
 - VAT Amount
 - Gross Amount

If other information is available (e.g. more detailed charge breakdown) we will attempt to load this extra detail on the bills, but it is not guaranteed.

Accounts Payable Interface

Either: No accounting system integration is required.

Integration to an accounting system will be provided. TEAM will work with you to define and implement a format that can be loaded into your existing accounting system. To achieve this will usually require interaction and input from Customer finance representatives to confirm the structure of the data and any specific mapping as per existing accounting procedures/setup.

Following the analysis, TEAM will produce a specification that will need to be signed off prior to the interface being created and implemented. Once the specification has been signed off, any subsequent changes required will be treated as a Change Order and additional fees may apply.

Other Supporting Information

Please add bullet points for any other noteworthy points below or remove the section if needed. For example:

- Additional consultancy days have been added to account for project management time. TEAM understand that there will be a need to attend on-site meetings during the onboarding process
- Once handed over, all operations of the system will be performed by the Customer
- Should additional database setup/configuration be required to what is specified above then this can be provided and will be arranged through a suitable Change Order.

Changes in Specification

Any changes in specification requested after placement of order may incur additional costs and affect overall delivery times. If a change is requested by the Customer, a Change Order will be provided by TEAM showing any resulting impact on cost and/or delivery. TEAM will proceed with any changed specification upon receipt of the returned and signed Change Order.

Order Form Terms

This Order is subject to the TEAM Terms and Conditions. In the event of any conflict between the TEAM Terms and Conditions and this Order, the Order shall prevail.

Order Specific Terms

Not applicable.

[OR add any terms which override the general T&Cs – after negotiation]

In signing below, you confirm you have all necessary rights and authority to enter this agreement and bind the Customer to the Order and the attached terms.

Signed for and on behalf of:

<customer name>

Name

Title

Signature.....

Date

Signed for and on behalf of:

Energy Auditing Agency Ltd. (TEAM)

Name.....

Title.....

Signature.....

Date.....

TEAM Service Specification

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Sigma Sustainability and Energy Management Software as a Service (SaaS) Specification

Software Provision

The following software products may be provided as software as a service (SaaS), the **“Software”**. The Software ordered by the Customer will be specified in the Service Order.

Sustainability and Energy Management Software:

1. Sigma

Software Module Extensions:

2. Tenant Billing
3. Utility Bill Validation
4. Network Charge Validation
5. Utility Bill Payment Interface File
6. Internet of Things (IoT)
7. Mobile Application
8. Sigma for Excel
9. Global Language Packs
10. Weather Meter Service
11. Custom System Branding

The Customer is granted access to the Software for the numbers and types of user specified in the Order.

“Advanced User” means a user with no access restrictions, while an **“Express User”** means a user with more limited access, and no access to advanced functionality or administration functions.

Software Services Provision

The following professional services may be provided, the **“Software Services”**. The Software Services ordered by the Customer will be specified in the Service Order.

1. New Customer Onboarding
2. Implementation Design
3. Implementation Configuration
4. Automated Import Configuration Setup
5. Historical Data Import
6. Utility Bill Payment Interface File Design & Configuration
7. Internet of Things (IoT) Configuration
8. Report & Dashboard Configuration
9. Training

Hosted Services Specification

Hosting Provider

Sigma employs the power of Microsoft Azure UK cloud platform, providing industry-leading performance and the highest levels of security with ISO27001 compliance.

Access to the Sigma software is simply via a Supported Web Browser. No additional software or Firewall permissions are required, simply access to the publicly available URL:

<https://www.teamsigmsem.com>

Security

Access Security

2 factor authentication can be enabled which is fulfilled using an authenticator application that uses RFC 6238.

Platform Security

Microsoft Azure UK provides 24x7x365 cloud infrastructure composed of edge computing nodes, and service operations centres. The Microsoft Azure UK datacentre that powers Sigma focuses on high reliability, operational excellence, cost-effectiveness, and environmental sustainability. Microsoft Azure regularly tests datacentre security through both internal and external audits.

Physical Security

Access to physical datacentre facilities is tightly controlled by outer and inner perimeters with increasing security at each level, including perimeter fencing, security officers, locked server racks, integrated alarm systems, around-the-clock video surveillance by the operations centre, and multi-factor access control. Only required personnel are authorized to access Microsoft datacentres. Logical access to Microsoft 365 infrastructure, including customer data, is prohibited from within Microsoft datacentres. Security Operations Centres use video surveillance along with integrated electronic access control systems to monitor datacentres sites and facilities. Cameras are strategically positioned for effective coverage of the facility perimeter, entrances, shipping bays, server cages, interior aisles, and other sensitive security points of interest. As part of Microsoft's multi-layered security posture, any unauthorized entry attempts detected by the integrated security systems generate alerts to security personnel for immediate response and remediation.

Compliance

The Sigma Microsoft Azure UK datacentre is ISO27001 and ISO27017 compliant, as well as a SOC1 and SOC2.

Database Encryption

The Sigma platform is hosted on Microsoft Azure UK please see the following link which details encryption at rest:

<https://learn.microsoft.com/en-us/azure/security/fundamentals/encryption-atrest>

Availability

TEAM will make commercially reasonable efforts to make Sigma available 99.9% (excluding any expected downtime from Upgrades or OS patch deployment provided TEAM has used reasonable endeavours to give the customers at least 5 Business Day's advance notice).

TEAM will make commercially reasonable efforts to maintain an RTO of 24 hours and an RPO of 24 hours.

Customer Responsibilities

The customer is responsible for the following items to facilitate access to Sigma:

- Provision of PCs with appropriate Web Browser software at each location requiring access matching minimum browser version outlined by TEAM (which may be revised from time-to-time as required);
- A minimum 2Mbit broadband Internet connection (this can be checked using the tool given in the Documentation);
- The management of user access to Sigma utilising the User Administration tools provided and the security of all user access details provided to employees of the customer or third parties.

Support Services Specification

Helpdesk

Our professional Helpdesk provides quality support from specialist staff between 8:00 and 18:00 Monday to Friday (excluding Public Holidays).

The Helpdesk ensures users' queries can be resolved quickly and easily. You can contact us online, via email or by phone.

Details for requesting software support will be provided during the on-boarding and training process. Support can be requested via:

- Online Portal: <https://support.teamenergy.com>
- Telephone: 01908 690 018 (choosing the software support option from the automated menu)
- Email: support@teamenergy.com

Requests raised via the portal will create a "Ticket" with a unique identifier which can be used to track progress of the support request. Likewise, sending an email will automatically raise a "Ticket". Typically, an email or request via the online portal are preferred as this provides a means to share supporting screenshots and detailed information with the request which cannot be provided over the phone.

Upon receipt of the Support Request, a dedicated agent will be assigned to manage the incident and they will communicate via the Ticket so that a full history is available.

Where support is requested via the phone and it cannot be dealt with immediately (i.e. over the phone), the agent may request that an email with the details is sent which will create the ticket with a unique identifier which will provide a full history of the ongoing communication and progress with respect to the issue investigation.

Additional information can be added to the ticket at any time (by replying to the relevant email or adding updates via the online portal directly to the ticket).

Software Improvements

We continually supply Sigma software improvements at no extra charge to ensure you benefit from regular updates to maintain compatibility with billing and data formats, new features, improved security and much more.

Webinars

Our Customer Success team regularly run educational webinars focusing on new and updated software.

Support Levels Service Agreement

The table below shows TEAM's target response times.

	Severity		
	Critical	Serious	Normal
	Complete System failure, no access to system, or loss of all system functionality.	Cannot perform core daily activities that are critical to the customer's business (Excluding reports and financial reports).	All other cases.
Response Time	1 hour (customer needs to advise of issue via phone call)	3 hours	6 hours
Target Resolution	8 hours (1 day)	3 Days	10 days

All the above times are specified in Business Days.

Training Services Specification

TEAM can provide dedicated training sessions as required, either virtually or face to face as preferred. Sigma also has an extensive online help guide available to all users which comprises short videos and written documentation across all features of the system.

The Training options for Sigma are as follows:

Package	Description
New User Training Programme	This course is usually provisioned as part of any new Sigma order and covers all capabilities available within the system, outlined below. It is designed to get your workforce up and running with Sigma. Each delegate will be taken through the key features of Sigma's end-to-end processes to ensure they get the most out of the software. These are outlined in the table below, where the New User Training column indicates it is applicable. The training helps new users gain a good understanding of working with available data, setting up and maintaining various data streams, creating reporting to suit business needs and more. This course has been designed for new users to Sigma. Whether Sigma is new to your organisation, and you require user training as part of your organisation's onboarding to the system, or you are already using Sigma and you would like new staff trained to use the functionality. This course runs over three days and is for up to two people, unless specified otherwise in the Bureau Service Order.
Half Day Training	This course has been designed for existing Sigma users whereby training is required on part of the system. This course runs for 3 hours and is for up to two people, unless specified otherwise in the Bureau Service Order. It will cover <u>two</u> of the modules itemised in the table below.
Full Day Training	This course has been designed for existing Sigma users whereby training is required on part of the system. This course runs for 6 hours on one day and is for up to two people, unless specified otherwise in the Bureau Service Order. It will cover <u>four</u> of the modules itemised in the table below.
Two Day Training	This course has been designed for existing Sigma users whereby training is required on part of the system. This course runs for 12 hours over a period of 2 days and is for up to two people, unless specified otherwise in the Bureau Service Order. It will cover <u>eight</u> of the modules itemised in the table below.
Tenant Billing	This course covers the capability available in Sigma providing the ability to accurately and efficiently apportion utility costs between tenants, cost centres or departments, delivering transparent accountable onward recharging. This course has been designed for both new users to Sigma, or those who have recently added the Tenant Billing module to their license. This course runs for 12 hours across a 2-day period and is for up to two people, unless specified otherwise in the Bureau Service Order.

System Modules

The following Sigma modules can be covered in the training packages, as required.

ID	Module	Training Details	New User Training?
001	Express Interface	To cover the “Express” user interface which supports engagement with wider business stakeholders on the delivery of your energy management strategy through simple, yet powerful data dashboards that enable you to monitor, engage and share energy information across your entire estate.	Yes
002	Core System Setup & Configuration	To cover the basics of system navigation and core setup in terms of estate structure and hierarchy and how key assets can be changed or added over time.	Yes
003	Reporting	To cover Sigma's reporting framework which includes: - Running Report Templates – <i>how to run generic system reports or any User saved templates on demand.</i> - Dynamic Report Templates – <i>the perfect way to configure and style a report to share with stakeholders and allows a series of different customisations and tables to be outputted to the report.</i> - Report Scheduling – <i>how to setup Schedules to distributed key reports to the relevant stakeholders at defined intervals.</i>	Yes
004	Energy Analysis	To cover Sigma's extensive analytics framework which supports a highly interactive User experience to interrogate interval energy data in near real-time. Outputs can be configured so you can view your data exactly how you want, including different chart types, data intervals, overlays and against targets or budgets.	Yes
005	Calculated Meters & Weather Meters	To cover the advanced metering options available, namely: - Virtual or calculated meters which offer a full range of mathematical and logical possibilities from a programable formula. - Weather meters which automatically access up-to-date geographically based weather station information in Sigma's Weather Meters tool, so it is ready for energy analysis purposes	Partial
006	Alarms	To cover Sigma's highly configurable alerting framework that helps you take quick action to address anomalies in your energy estate which provide real-time data monitoring to check for exceptions within your data.	Yes
007	Data Exchange & Quality Management	To cover Sigma's tools that help you to: Collect vast amounts of energy data automatically, sufficiently flexible to aggregate energy data, from multiple locations, systems, and formats. Manage data quality to ensure your data streams are complete and ready for reporting. Export data so you can get your data out the system to support your business processes	Yes
008	Utility Contracts	To cover the creation and management of utility contracts which provide the information required by the system to convert metering data into cost data as well as providing the foundation for complete bill validation to check bills conform to your contractual agreements.	Yes

ID	Module	Training Details	New User Training?
009 & 010	Bill Management, Bill Validation & Query Management (2 Modules)	To cover the setup of the estate to support the loading of utility bills, both manual entry and loading of electronic billing files. Also, to cover the setup and configuration of bill validation rules and the management of billing issues when they are identified and the query management system which provide full visibility of the revenue recovery opportunities with appropriate reporting and performance indicators such as revenue realised, outstanding saving potential and outstanding issues by age	Yes
011	Billing Accruals	To cover the framework available for supporting the financial accrual of bills to provide assurance that all your utility liabilities are accounted for, even if the relevant supplier bills have not been received.	No
012	Accounts Payable Exports	To cover Sigma's Accounts Payable Interface which provides the capability to transfer detailed utility bill information and accruals to accounting systems for finance teams to process timely payments without the need for manual intervention. <i>Note – this feature is separately licensed and configured for your instance.</i>	If Applicable
013	Budgeting and Forecasting	To cover Sigma's suite of budgeting tools which allow forecasts and budgets to be readily created for consumption, cost and emissions to facilitate their ongoing tracking down to a daily granularity for each meter. Further analysis will enable you to quantify savings, help control usage and highlight areas for improvement.	Yes
014	Project Tracking	To cover the Sigma's advanced project tracking tools which help you identify opportunities and realise project savings in the context of cost, consumption and emissions. Manage projects efficiently, forecast costs and savings, and measure the success of your energy policies.	Partial
015	Advanced M&T	To cover advanced M&T features relating to performance analysis and regression analysis techniques whereby expected performance of consumption can be modelled based on relationships with external factors that influence the usage (e.g. temperature, occupancy).	No

Training Terms and Conditions

Training Sessions

Where possible, training will be provided in the context of your own configured system so that the structure and setup is familiar. However, where this is not feasible or the system is not setup yet or there is not representative data to train on some of the features, a standard sample database may be used.

By default, training will be virtual via remote Microsoft Teams session (or similar), unless otherwise specified in the Order document. If your Organisation is unable to use Microsoft Teams and prefers other collaboration and conferencing platforms, then please let us know at your earliest convenience so we can check whether the alternatives can be supported within our IT landscape.

If bespoke training is required, please discuss this with your Account Manager so that the appropriate course and time required can be tailored towards your needs.

Training Orders

On receipt of an Order, any Training services will be converted into a "Training Voucher" which can be redeemed at the appropriate point in time, noting:

- Training Vouchers are valid for **24 months** from the date of issue.
- Training Vouchers are non-transferable and can only be redeemed by the company named on the Training Voucher.
- Training Vouchers cannot be redeemed against any other TEAM products or services.
- Training Vouchers & Workshops will be invoiced upon receipt of purchase order and must be paid for in advance of the training taking place. On site training will not be booked or scheduled until payment is received.

Training Scheduling

On receipt of a Training order, a TEAM representative will acknowledge receipt and contact the relevant stakeholders with the Training Voucher details and provide options for scheduling. Although we will always do our best to meet Customer timescales, please note the following terms with respect to scheduling:

- A notice period of 4-6 weeks is usually required for onsite training.
- A notice period of at least 10 working days is usually required for virtual training.
- Training dates are decided through mutual agreement between the customer and the appropriate TEAM representative.

During training, if it is apparent that additional follow up sessions may be beneficial to cover specific areas in more detail, then we will advise the appropriate options and costs for further consideration.

Training Cancellation

Cancellation and transfer of confirmed training bookings will only be accepted if notified in writing/email. The following conditions will apply:

For Virtual Training Sessions

- Five or more working days prior to agreed training date, the training can be rescheduled as required with no additional charge.
- Less than five working days prior to agreed training date, the voucher is marked as redeemed and the training services will need to be re-ordered.

For On Site Training Sessions

- Ten or more working days prior to agreed training date, the training can be rescheduled as required with no additional charge.
- Less than ten working days prior to agreed training date, the voucher is marked as redeemed and the training services will need to be re-ordered.

In all cases, where delegates fail to turn up for their training and no formal cancellation has been received, the Training Voucher will be marked as redeemed and the training services will need to be re-ordered.

End User License Agreement

IMPORTANT-READ CAREFULLY: This End User License Agreement (this “EULA”) contains the terms and conditions regarding your use of the SOFTWARE (as defined below). This EULA contains material limitations to your rights in that regard. You should read this EULA carefully and treat it as valuable property. This EULA is in addition to any other agreement under which you procure and pay for access to the SOFTWARE (the “Main Agreements”). In the event of any conflict between this EULA and the Main Agreements, the Main Agreements will prevail.

This EULA

Software Covered by this EULA. This EULA governs your use of the TEAM Sigma product(s) enclosed or otherwise accompanied herewith (individually and collectively, the “SOFTWARE”). The term “SOFTWARE” includes to the extent provided by TEAM: (a) any revisions updates and/or upgrades thereto; (b) any data, images or executable files, databases, data engines, computer software, or similar items customarily used or distributed with computer software products; (c) anything in any form whatsoever intended to be used with or in conjunction with the SOFTWARE; and (d) any associated media, documentation (including physical, electronic and on-line) and printed materials (the “Documentation”). The Software tracks anonymous usage data of the Software to improve the user experience, and by the use of the Software you consent to the collection of this information. The Software also tracks Software failures for the purpose of product improvements. All information collected is used exclusively for product improvement and customer support purposes and is not shared with other Parties.

This EULA is a Legally Binding Agreement Between You and Energy Auditing Agency Limited trading as TEAM Energy (“TEAM”). If you are acting as an agent of a company or other legal person, such as an officer or other employee acting for your employer, then “you” and “your” mean your principal, the entity or other legal person for whom you are acting. However, importantly, even if you are acting as an agent for another, you may still be personally liable for violation of laws such as copyright infringement.

This EULA is a legally binding agreement between you and TEAM. You intend to be legally bound to this EULA to the same extent as if TEAM and you physically signed this EULA. By installing, copying, or otherwise using the SOFTWARE, you agree to be bound by the terms and conditions contained in this EULA. If you do not agree to all of the terms and conditions contained in this EULA, you may not install or use the SOFTWARE and if, for whatever reason, installation has begun or has been completed on your behalf, you should un-install the SOFTWARE.

Intellectual Property

Copyright. You agree that all right, title, and interest in and to the SOFTWARE (including, but not limited to, any images, photographs, animations, video, audio, music, text, and “applets” incorporated into the SOFTWARE), and any copies of the SOFTWARE, and any copyrights and other intellectual property therein or related are owned exclusively by TEAM except to the limited extent that TEAM may be the rightful license holder of certain third-party technologies incorporated into the SOFTWARE. The SOFTWARE is protected by copyright laws and intellectual treaty provisions. The SOFTWARE is licensed to you, and not sold to you. TEAM reserves all rights not otherwise expressly and specifically granted to you in this EULA.

Limitations on reverse engineering, decompilation, and disassembly. You may not alter, assign, modify, create derivative works, reverse engineer, decompile, or disassemble the SOFTWARE.

Software Rental. You may not rent or lease the SOFTWARE.

Termination. Without prejudice to any other rights it may have, TEAM may terminate this EULA and the Licenses if you fail to comply with the terms and conditions contained herein. In such an event, you must destroy all copies of the SOFTWARE and all of its component parts including all media and documentation.

Limited Liabilities

Liabilities. Any limitation or exclusion of liability in the Main Agreements shall apply to your use of the SOFTWARE under this EULA.

Use of Service. The data available through this service does not constitute advice or the making of any recommendation and the content of this service should not be relied upon as the basis for any decision or action. We exclude to the fullest extent permitted by law any and all liability for any direct, indirect or consequential loss or damage arising as a result of access to and use of this service, reliance on the content contained on them or as a result of this service being unavailable.

Use of Data. The use of information obtained from this service is at your sole discretion and risk and is limited to use within your own business entity.

Hosting Services

Virus Prevention. We take reasonable precautions to prevent viruses and malicious code in this service, but you are responsible for ensuring that anything downloaded from this service is suitable for use and is free from viruses and malicious code. We exclude to the fullest extent permitted by law any and all liability that may arise in connection with or as a result of any failure to do so.

Access by You. You are responsible for making all arrangements necessary to have access to this service.

Termination. We have the right to terminate your use of this service at any time if you are in breach of this EULA.

System Availability. We shall not be liable for any breach of this EULA or any failure to provide or delay in providing access to the service resulting from any event or circumstance beyond our reasonable control including, without limitation, strikes, lockouts and other industrial disputes, breakdown of systems or network access or other technical equipment including hardware, software, fire, explosion or accident.

Miscellaneous

This is the Entire Agreement. This EULA (including any addendum or amendment to this EULA included with the SOFTWARE) and the Main Agreements is the final, complete and exclusive statement of the entire agreement between you and TEAM. This EULA supersedes any prior and contemporaneous proposals, purchase orders, advertisements, and all other communications in relation to the subject matter of this EULA, whether oral or written. No terms or conditions, other than those contained in this EULA, and no other understanding or agreement which in any way modifies these terms and conditions, shall be binding upon the parties unless entered into in writing.

Right to Change EULA. We reserve the right to change any part of this service or the EULA at any time without notice.

You Indemnify TEAM. You agree to indemnify, hold harmless, and defend TEAM and its suppliers and resellers from and against any and all claims or lawsuits, including legal fees that arise or result from this EULA.

Interpretation of this EULA. If for any reason a court of competent jurisdiction finds any provision of this EULA, or any portion thereof, to be unenforceable, that provision of this EULA will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this EULA will continue in full force and effect. Formative of defined terms shall have the same meaning of the defined term. Failure by either party to enforce any provision of this EULA will not be deemed a waiver of future enforcement of that or any other provision.

Applicable Law

This EULA is governed by the laws of England and Wales. The parties consent to the personal jurisdiction and venue of England, and agree that any legal proceeding arising out of the EULA shall be conducted in England and Wales.