

TEAM (Energy Auditing Agency Ltd.)  
 Radian Court  
 Knowlhill  
 Milton Keynes  
 MK5 8PJ

**Tel:** 01908 690018

**Email:** [enquiries@teamenergy.com](mailto:enquiries@teamenergy.com)

**Web:** [www.teamenergy.com](http://www.teamenergy.com)

## Sigma Carbon Reporting Software 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]<br>OR<br>[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]<br>OR<br>[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]<br>OR<br>[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]<br>OR [xxx years/months from the Start Date]<br>OR [xxx years/months from the Start Date with an option to be extended for a further xxx months/years.] |
| Initial Fixed Fee Period                             | [[12 months] during which period there is no increase in Annual Subscription Fees due to RPI]<br>OR<br>[Not applicable]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Prepared Date                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

|             |          |
|-------------|----------|
| Prepared By | KAM Name |
|-------------|----------|

## 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 Carbon Reporting Software (SaaS)                                                                                                                                                          | Cost (£)     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| <b>Recurring Fees</b><br>These fees will be invoiced [annually/monthly] on the last day of the month of the Start Date and [annually/monthly] thereafter.                                                                           |              |
| <b>Annual Subscription</b><br>Sigma Carbon Management Software<br>This fee is based on up to [xx] Locations, [xx] Users, and covers license, maintenance and support and hosting of the Software (as described in the Notes below). | £0.00        |
| Single Sign On (SSO)                                                                                                                                                                                                                | £0.00        |
| API Interface (API)                                                                                                                                                                                                                 | £0.00        |
| <b>Total Annual Subscription Fees</b>                                                                                                                                                                                               | <b>£0.00</b> |
| Service Fees [delete rows as appropriate]<br>These one-off fees will be invoiced on completion of the applicable Software Services (as described in the Notes below).                                                               |              |

| Products Ordered and Fee Schedule – Sigma Carbon Reporting Software (SaaS)                                                                                                  | Cost (£) |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <b>New Customer Onboarding</b> The costs for software setup, defining the initial locations, system defaults, users and introductory training for the software as required. | £0.00    |
| <b>Emission Source Configuration</b> The cost to setup required emission sources to support Carbon Reporting                                                                | £0.00    |
| <b>Historical Data Import</b> The costs for loading of historical data.                                                                                                     | £0.00    |
| Sub-Total Set-up & configuration fees                                                                                                                                       | £0.00    |
| <b>Total Fees</b>                                                                                                                                                           |          |
| Total First Year Fees (Services and Annual Subscription)                                                                                                                    | £0.00    |
| [Subsequent xx Years Thereafter for Initial Fixed Fee Period]<br>OR<br>[Subsequent xx Years Thereafter subject to RPI+3%]                                                   | £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 plus 3%.]

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 plus 3%.]

## 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](mailto: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 “**Location**” which is defined reporting location to which emissions can be allocated. Unique “**Users**” are also chargeable.

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

[xx] Locations

[xx] Users.

Additional Locations can be purchased at a price of £[xx] per Location per annum.  
Additional Users can be purchased at a price of £[xx] per 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 Locations, or 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 to get the system up and running (including Locations and Emission Sources) 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 Carbon Reporting Software 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 organisational Carbon Reporting. 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                                                            |
|---------------------------------------|--------------------------------------------------------------------|
| <b>Number of Sites or Locations</b>   | Outline the number of reporting Locations in the estate.           |
| <b>Emission Sources being managed</b> | Outline the emissions sources that will be required for data load. |

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. Locations, etc.).

## Introductory Training

A two-hour online training session for up to four delegates, delivered via Microsoft Teams and designed to provide focused, interactive learning.

## Provision for Loading Historical Data

State any assumptions relating to the loading of historical emissions or activity data, for example:

- There is no requirement for historical data to be loaded
- TEAM will load 1 years' worth of emissions data for [xx] emission sources and [xx] Locations. 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 activity data for [xx] emission sources. The data will be provided in a single spreadsheet with the following data loaded as a minimum:
  - Period Start Date
  - Period End Date
  - Activity Consumption Value
  - Units
  - Emission Source Name

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

## 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.....

# Sigma Carbon Reporting Software Service Specification

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# Sigma Carbon Reporting 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.

The Customer is granted access to the Software for the numbers of users specified in the Order.

## Software Features

### **Access Up-to-date Emissions Data**

Simplified data capture and integration with energy systems provide accurate, up-to-date information for decision-making.

### **Compliance Reporting**

Generates audit-ready reports aligned with SECR, ISO 14064, CDP, TCFD, GRI, SASB, and UK SRS.

### **Comprehensive Emissions Tracking**

Covers Scope 1, 2, and 3 emissions across 2,000+ activity data points (energy, waste, water, transport, supply chain).

### **Data Capture & Integration**

Integrate Team Energy’s Carbon Reporting Software with your energy management software solution via APIs, bulk load finance and activity data using the platform’s Excel interface.

### **Map Your Organisation**

Define and manage multiple sites or locations with ease, enabling granular tracking and analysis to optimise sustainability performance at every level.

### **Data Quality & Audit Trail**

Built-in verification and audit trail for transparency and confidence.

### **Excel Integration**

Bulk upload activity data using structured Excel templates—perfect for teams who prefer spreadsheets but want the power of a modern platform.

### **Net Calorific Value (NCV) Customisation**

Achieve unmatched accuracy in emissions reporting with customisable NCVs for fuels and locations, ensuring credible, audit-ready carbon disclosures.

### **Role-Based Access Control**

Control exactly what each user can see and do, ensuring data privacy and operational security while maximising team productivity.

### **Target Setting & Tracking**

Monitor progress toward Science-Based Targets (SBTi) with interactive dashboards.

### **Updated Emission Factor Library**

Uses DEFRA, IPCC, and other sources for accurate calculations.

### **User Audit Trails**

All user actions are logged for compliance and traceability.

## 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. Historical Data Import

## Hosted Services Specification

### Hosting Provider

Sigma employs the power of the AWS (Amazon Web Services) using the West Europe data centres cloud platform, providing industry-leading performance and the highest levels of security with ISO27001 compliance.

Access to the Sigma Carbon Reporting Software is simply via a Supported Web Browser. No additional software or Firewall permissions are required, simply access to the publicly available URL: <https://sigmacarbon.cloud>

### Security

#### Access Security

2 factor authentication can be enabled which is fulfilled using an authenticator application that uses SAMLv2.

#### Platform Security

AWS cloud provides 24x7x365 cloud infrastructure composed of edge computing nodes, and service operations centres. The AWS cloud datacentre that powers Sigma focuses on high reliability, operational excellence, cost-effectiveness, and environmental sustainability. AWS 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 AWS cloud datacentres. Logical access to AWS infrastructure, including customer data, is prohibited from within AWS cloud 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 AWS's multi-layered security posture, any unauthorised entry attempts detected by the integrated security systems generate alerts to security personnel for immediate response and remediation.

#### Compliance

AWS data centres are ISO 27001, ISO 27017, ISO 27018, SOC 1/2/3 certified, ensuring internationally recognised standards for physical security, asset protection and operational resilience.

### **Data Backups**

Backups of customer data are made in real time, with two replica databases which are constantly updated. One of the replica databases has an identical copy, the other one has an 8-hour delay copy, which means it has an exact copy of the data that the primary database had 8 hours ago. Each one of the 3 databases is running in a different physical machine, all of them with RAID 1 disk replication, and all of them in the same data centre.

### **Database Encryption**

The Sigma Carbon Reporting Software is hosted on AWS West Europe with SSL/TLS encryption for all data in transit. Daily backups stored off-site with RAID 1 disk replication. Replica databases ensure high availability and disaster recovery. All data is encrypted at rest.

### **Availability**

We endeavour to provide 24/7 on demand service. We will make every attempt to avoid scheduling downtime during normal work hours or peak usage hours for the Service.

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 advance notice). Scheduled outages will be below 4 hours per month, not to exceed six (6) events/month. We will provide at least 48 hours notice of any scheduled outages.

### **Customer Responsibilities**

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

- Provision of PCs/Tablets with appropriate Web Browser software 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

# Support Services Specification

## Helpdesk

Our professional Helpdesk provides quality support from specialist staff between 9:00 and 17:30 Monday to Friday (excluding Public Holidays).

The Helpdesk ensures users' queries can be resolved quickly and easily. You can contact us via by email to: [sigmacarbon@teamenergy.com](mailto:sigmacarbon@teamenergy.com)

Requests raised will create a "Ticket" with a unique identifier which can be used to track progress of the support request. 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.

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) where the update relates to the same underlying request. A different topic or issue will be allocated a new ticket identifier.

The number of Email Helpdesk Tickets available per year is listed in the Service Order and additional Tickets can be purchased as required.

## Software Improvements

We continually supply Sigma Carbon Reporting Software improvements at no extra charge to ensure you benefit from regular updates to maintain compatibility with emission factors, new features, improved security and much more.

## Support Levels Service Agreement

1. **Resolutions and Severity levels.** We will make commercially reasonable efforts to respond to Supported Incidents and deploy a Resolution designed for resolving an Issue reported by you in accordance with the Service Table set out below. When logging an Issue, a priority level must be designated, as described below in the Table, subject to our final decision on this level.
2. **Conditions for Providing Support.** Our obligation to provide Support Services is conditioned upon the following:
  - a) in relation to the Software, the end-user should make reasonable efforts to correct the Issue after consulting with us, if your involvement is required;
  - b) You provide us with sufficient information and resources to identify and correct the Issue, as well as access to personnel, hardware, and any additional software involved in discovering the Issue (if required);
  - c) You procure, install and maintain all equipment, internet, communication interfaces, operating environment software and hardware necessary to access correctly the Service.
3. **Exclusions from Support Services.** We are not obligated to provide Support Services in the following situations:
  - a) Non-supported incidents including Assistance: questions about product usage, configuration or custom development support (such as your customisations of any interface to the TEAM Service or your integrations of the Service with your or third-party developed software or data), or non-bug related technical problems as well as any Enhancement Request a lack in current features of the TEAM Service requiring new programming, and/or requests for product enhancements

- b) The Supported Incident is caused, by Your integration with the Service (API integration, etc.), negligence, hardware malfunction or other causes beyond our reasonable control;
- c) The Supported Incident is caused by third party software accessing the Service that is not licensed by or through us; or
- d) Any Subscription Fees for Your obtaining the benefit of Support Services are pending.

4. **Suspension and Termination of Support Services.** We reserve the right to suspend performance of the Support Services if You fail to pay any amount that is payable under the applicable service agreement when such amount becomes due.

The Service Table below shows TEAM's target response times.

| Severity Level  | Issues / Events                                                                                                                                                                                                                                                                                                                                                                                                 | Support Response                                                                                                                                                                                                                                                    | Method of Contact | Initial Response Time | Target Max. Resolution Time | Contact Frequency                    |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-----------------------|-----------------------------|--------------------------------------|
| <b>Critical</b> | A Critical Issue means that <ul style="list-style-type: none"> <li>Service is severely impacted or completely down.</li> <li>Critical service operations or functions are down.</li> </ul>                                                                                                                                                                                                                      | TEAM will <ol style="list-style-type: none"> <li>assign specialist(s) to correct the Issue on an expedited basis;</li> <li>provide ongoing communication on the status via email;</li> <li>start work towards identifying a temporary workaround or fix.</li> </ol> | Email             | 1 Business Day (BD)   | 6 BD                        | Status is updated on a daily basis.  |
| <b>Major</b>    | A Major Issue means <ul style="list-style-type: none"> <li>The Service is functioning but with limited capabilities.</li> <li>The Service is unstable with periodic interruptions.</li> <li>Mission critical functions, while not being affected, have experienced material service interruptions.</li> <li>There is a time sensitive question impacting performance or deliverables to End-Clients.</li> </ul> | TEAM will assign a specialist to begin a Resolution, and will provide additional, escalated procedures as reasonably determined necessary by TEAM Support Services staff.                                                                                           | Email             | 3 BD                  | 6 Weeks                     | Status is updated on a weekly basis. |
| <b>Minor</b>    | A Minor Issue means <ul style="list-style-type: none"> <li>There are errors causing partial, non-critical functionality loss (impairs some operations but allows the customer to continue to function).</li> <li>There is a need to clarify procedure or information in documentation.</li> <li>There are errors in service that may impact performance deliverables.</li> </ul>                                | As above                                                                                                                                                                                                                                                            | As above          | 1 week                | 3 months                    | None                                 |
| <b>Trivial</b>  | A Trivial Issue means <ul style="list-style-type: none"> <li>There are errors in system development that have little to no impact on performance.</li> </ul>                                                                                                                                                                                                                                                    | As above                                                                                                                                                                                                                                                            | As above          | None                  | None                        | None                                 |

# 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 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.