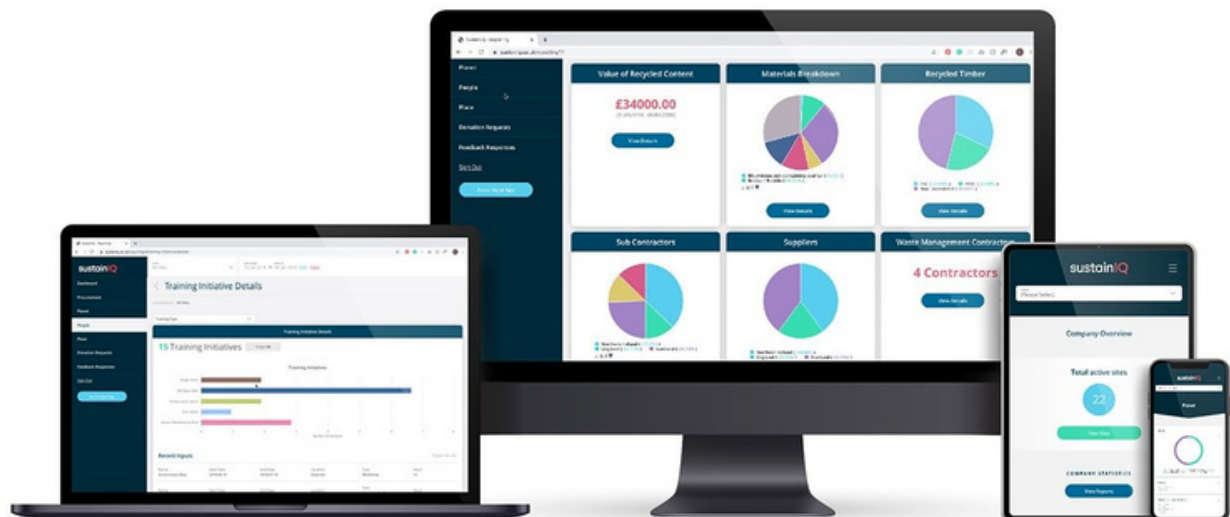




We'll change your world, for good

TERMS & CONDITIONS



Terms & Conditions

These terms and conditions (the "Terms") apply as between the Customer, the Customer's nominated User of the Services, the Website (<https://sustainiq.com/>) and Sustain IQ Limited ("**Sustain IQ**") the provider of the Services and this Website. Your agreement to comply with and be bound by these terms and conditions, and to grant us any and all licences required, is deemed to occur upon your Acceptance of these terms and conditions prior to your first use of the Services and the Website.

The following interpretations apply within these terms and conditions:

"Content" means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of the Website.

"Customer" means the party defined as a customer in the Order Form.

"Data Protection Laws": means (a) the UK Data Protection Act 2018 ("DPA"), as the same may be amended, extended or re-enacted from time to time; and (b) upon its or their becoming directly applicable in EU member states, any EU regulation (whether enacted before or after the Commencement Date) relating to the processing of Personal Data, including but not limited to the General Data Protection Regulation (EU) 2016/679 ("GDPR")) and any guidance issued by the Information Commissioner's Office. References in this Terms to "Data Processor", "Data Controller", "Data Subject" and "Processing" shall have the meanings ascribed under applicable DPA as amended, extended or re-enacted from time to time.

"Normal Business Hours" are 9am to 5pm Monday to Friday Sustain IQ working days.

Personal Data: data relating to an individual who is or can be identified, directly or indirectly, either from the data or from the data in conjunction with other information that is in, or is likely to come into, the possession of a person, and includes (i) all Personal Data as defined in the DPA and the GDPR; and (ii) all data and information within the scope of equivalent or similar concepts in other Data Protection Laws.

"User" means you or any party associated with the Customer (via employment, agency, or otherwise) that accesses the Website and the Services under licence from us.

"Sustain IQ" (to include "We", "we" or "us") is committed to providing an excellent user experience. In order to provide this Website and the Services to you, you agree to be legally bound by the terms and conditions contained herein.

"Website" means the Sustain IQ website, which has the following URL: www.sustainiq.com, and the associated online software tool and mobile application(s).

1.0 ACCESSING SUSTAIN IQ SERVICES

1.1 Acceptance. User access to the Website and the Sustain IQ software, and subsequent purchase of any product therefrom via web, personal computer, mobile device, connected device or otherwise is expressly conditioned on the Customer's and User's compliance with and acceptance, via click-to-accept protocol as indicated on the Website (or returned signed copy where applicable), of these terms and conditions ("Acceptance"). If you do not agree to be bound by these terms and conditions you must cease accessing or using the Services.

1.2 Additional Applicable Terms. Any Services operated by third parties for Sustain IQ may also have additional terms to which you will be bound. It is your responsibility to read and understand any terms and conditions that apply to your use of these third-party websites and/or services.

1.3 Right to Amend Terms. Sustain IQ reserves the right, in its sole discretion, to change, modify, add, or delete portions of these terms and conditions at any time. If we do this, we will post the changes to these terms and conditions on the Website, and will indicate the effective date upon which any changes will apply. All Customers will be notified of any changes to the terms and conditions via email and/or the Sustain IQ software where applicable. If you do not agree to (or cannot comply with) the terms and conditions as amended, you must cease using the Services and cease accessing any Customer section of the Website. Your

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continued use of the Services after any such changes serves as your acquiescence and indicates your acceptance of the newly amended terms and conditions.

2.0 ACCESS TO SERVICES

2.1 The Customer represents and warrants that they have the authority to enter into the Terms (and where they are not directly entering into the Terms, they have delegated authority as an agent or employee of a Customer), to use the Services, and to perform any and all acts as may be necessary under these terms and conditions.

2.2 If the Customer is unable to comply with the requirements of Clause 2.1 they shall be prohibited from using the Services and must not accept these terms and conditions.

2.3 In order to use the Services and to submit or create Content, Users are required to create an account on the Website ("Account") and to submit certain personal details. By accepting these terms and conditions the Customer and User represents and warrants that:

- a) any information that is submitted is accurate and truthful;
- b) all such information will be kept accurate and up-to-date; and
- c) the means by which they identify themselves does not violate any part of these terms and conditions or any applicable laws.

2.4 In relation to Users, the Customer undertakes that:

- a) the maximum number of Users that it authorises to access and use the Services shall not exceed the number of Users stipulated in these Terms or amendments hereto;
- b) it will not allow or suffer any sites to be used other than the sites agreed between Sustain IQ and the Customer, in which case the User shall no longer have any right to access or use the Services;
- c) it shall maintain a written, up to date list of current sites and provide such list to the Sustain IQ within 5 Business Days of Sustain IQ's written request at any time or times;
- d) if at any time the number of Users exceeds the number of sites stipulated in these Terms or amendments hereto, additional subscription fees will be due according to the fee schedule in operation. If additional Users are required part way through the current subscription term, such fees shall be pro-rated for the remainder of the term.

2.5 If the User has reason to believe that their Account details have been obtained by a third party without their consent, the User should contact Sustain IQ immediately to suspend their Account and cancel any unauthorised orders or payments that may be pending. Users should be aware that orders or payments can only be cancelled up until the point at which the Services are used for the first time through that particular Account. In the event that unauthorised use is made prior to the User notifying Sustain IQ of the unauthorised nature of the order or payment, Sustain IQ will suspend access to the Services and the withdrawal of any scheduled payments pending investigation. Following investigation, it shall be determined, at Sustain IQ's sole discretion, whether or not to cancel access to the Services and make a full or partial refund of the payment to the User.

The terms of Clause 2.4 shall apply notwithstanding any related provisions in Clause 9 (Termination).

2.6

3.0 THE SERVICES

3.1 Services are defined in the Order Form, or as may be agreed between the parties from time to time.

3.2 Intended Use Only. The Services are for the permitted use only, for the nominated Users of a Customer and may not be re-sold or re-licenced for commercial gain.

3.3 Links. The Services may contain links to third party websites or services. You acknowledge and agree that Sustain IQ is not responsible or liable for: (i) the availability or accuracy of such websites or services; or (ii) the content, products, or services on or available from such websites or services. Links to such websites or services do not imply any endorsement by or Sustain IQ of such websites or services or the content, products,

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or services available from them. You acknowledge your acceptance of sole responsibility for, and assume all risk arising from, your use of any such websites or services.

3.4 Sustain IQ shall make reasonable endeavours to provide the Services on an error-free basis and without interruption.

3.5 Notwithstanding Clause 3.4, Sustain IQ does not provide any guarantee that provision of the Services shall be error-free or without interruption and reserves the right to alter or suspend provision of the Services without prior notice to Users. By accepting these terms and conditions the Customer and User acknowledges that the Services may change in form or nature at any time.

3.6 The Customer is required to set up Users and it is only the Customer's nominated Users who have authority to request support services and it is only through these Users that Sustain IQ will co-ordinate Support Services for you. The Customer shall ensure that the Users have attended the appropriate personal or online training courses to enable proper liaison between Sustain IQ and you.

3.7 Notwithstanding Sustain IQ's right to perform any of the actions detailed in this Clause without prior notice, Sustain IQ shall make reasonable endeavours to provide such notice whenever possible.

3.8 The Customer acknowledges and agrees that Sustain IQ may sub-contract any part of the Services to any third party and whether based in or outside of the EEA.

4.0 SUBSCRIPTIONS

4.1 Subscription charges are due from the Customer before the User activates their subscription. If Sustain IQ has not received payment within 14 days after the due date, and without prejudice to any other rights and remedies of Sustain IQ:

We may, without liability to the Customer, disable the Customer's password, Account and access to all or part of the Services and shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid.

4.2 The first payment will be at the price advertised, agreed or invoiced. Sustain IQ reserves the right to change subscription fees from time to time and any such changes may affect Users' subscription rates.

4.3 Subscription charges at the date of this agreement are the prices set out in the Order Form. Except as expressly provided in this agreement, no variations shall be made to the subscription charges during the Term.

4.4 Sustain IQ may adjust the subscription charges with effect from each anniversary date of the date of execution of the Customer's Order Form to reflect increases in the costs indicated by the percentage increase in the Consumer Prices Index during the previous year of 1% or above. Sustain IQ shall give the Customer not less than one month's prior notice in writing of proposed changes.

4.5 If a User subscribes in error, they must inform Sustain IQ within 24 hours of subscribing and must not use the Services during that time. If any use can be traced to the User's Account, no refund will be provided.

5.0 PRIVACY POLICY

5.1 Sustain IQ recognises that your privacy is very important and that it is your right to control your personal information. Sustain IQ understands that providing personal information is an act of trust and we take that trust seriously.

5.2 Data Protection. If you register for any of the Services you will be asked to provide Personal Data

5.2.1 This Personal Data is used solely for notifying you of changes or updates to the Services and any Personal Data provided shall be stored and processed in accordance with the DPA

5.2.2 As part of the Services, Personal Data may also be collected (i) to measure CO2 emissions from the Customer's individual employee postcode to the Customer's site or (ii) to detail a Customer's

apprentices and measure their social impact. Any Personal Data provided for in the course of these Services shall be stored and processed in accordance with the DPA.

5.2.3 Sustain IQ will not, without your consent or the consent of the Data Subject sell, rent or otherwise disclose any Personal Data to any third party without your consent unless; (i) (a) we are required to by law; or (b) if it is necessary to provide the Services and (ii) to any country or territory outside the European Economic Area.

5.2.4 Reference to the DPA includes reference to GDPR from the date GDPR becomes effective in the United Kingdom, including, for the avoidance of doubt, to the extent by which the obligations on Data Controllers and Data Processers under GDPR exceeds those obligations defined in the DPA.

5.2.5 The User will input Customer data when using the Services. The Supplier may use the Customer data solely for the Supplier's own sectorial analysis and reporting. Any Customer data will be anonymised prior to reporting.

5.3 Communications from Us and Mailing Lists. To keep you informed about the operation of the Services, Sustain IQ may send service announcements to the email address you provided during registration. Sustain IQ may also allow you to choose whether to receive mailings from selected partners that may be of interest to you. Such lists are strictly optional and may be unsubscribed from at any time.

5.4 Payment Information. If you pay Sustain IQ for the Services, your payment information will only be used to check that it is a valid method of payment and to process your payment. No payment information is kept by Sustain IQ other than to facilitate the provision of the Services to you (for example, storing your credit or debit card number for quick payment). You will always be able to remove any such stored payment details.

5.5 Your Rights. If you are a registered User, you have certain rights under the DPA. You have the right to be told what personal information is held about you on our database. Should you wish to exercise that right, or if you have any questions concerning the privacy policy, please write to: hello@sustainiq.com.

5.6 Cookies. Sustain IQ software uses technology called "cookies" as part of our normal business procedure to enhance the user experience and to track patterns of behaviour of visitors to the Website. A cookie is an element of data that a website sends to your browser that is then stored on your system. You can set your browser to prevent this happening. Any information collected in this way can be used to identify you unless you change your browser settings. These cookies collect information about how visitors use a website, for instance which pages visitors go to most often, and if they get error messages from web pages. These cookies are not used to intentionally collect information that identifies a visitor. All information these cookies collect is aggregated and therefore anonymous. It is only used to improve how a website works. By using our Website, you agree that we can place these types of cookies on your device.

5.7 Aggregated Information. From time to time Sustain IQ may use the aggregated User data to determine statistical performance indicators. This data will be anonymised, used at the aggregated level and will never enable Customer or project level information to be disclosed.

5.8 Security. Sustain IQ has implemented technology and security features, as well as strict internal guidelines, to safeguard the privacy of your personal information from unauthorized access or improper use. All stored data is securely managed with data management policies designed to be able to recover from disasters with only 24-hour (during working days, and used as a guideline only, with no warranty regarding data recovery provided by Sustain IQ in these terms and conditions) data loss. The data is not available for use or accessible by anyone apart from the registered User and Sustain IQ staff involved in the project.

6.0 USER ACCOUNT, PASSWORD AND SECURITY

6.1 Password Security. When opening an Account, you will complete a registration process by providing certain information and registering a username and password ("Credentials") for use with that Service. You are responsible for maintaining the confidentiality of your Credentials. You are not authorised to share your Credentials with any other person. You may have a credit card or other payment method stored with Sustain IQ and if your Credentials are used by a third party (whether or not authorised) the third party will be able to

make purchases with that payment method. You will be fully liable for any actions made with your Credentials. Sustain IQ advises you to change your password frequently and to always keep it secure.

6.2 **Unauthorised Access.** You agree to immediately notify us of any unauthorised use of your Credentials or any other breach of security. In no event will Sustain IQ be liable for any indirect or consequential loss or damage resulting from the disclosure of your Credentials. If you believe someone has accessed any Service using your Credentials without your authorisation, it is your responsibility to set up a new password or contact Sustain IQ's customer services department to delete your Account.

6.3 **Platform Security.** All web facing areas of the Service use Secured Socket Layer ("SSL") to ensure that all communication between the end user and server is encrypted, helping to avoid man-in-the-middle attacks and proving identity of the server. The SSL communication is hardened as per standard industry practices with frequent testing to ensure outdated and insecure ciphers are not used; and hardening is maintained. The servers are hosted within a data centre within the European Union with controlled physical access and continual monitoring from on - site technicians. The data centres are hosted within an environment that are managed under ISO 27002 and ISO 27005 and serviced by an ISO 27001:2005 certified third party for providing and operating dedicated cloud computing infrastructures. Further certification details are available at: <https://www.ovh.co.uk/aboutus/certifications.xml>.

The platform security footprint is minimised by blocking all incoming ports, bar port 80 and 443 for web communication, using a firewall. The platform uses a n-tier architecture with the database server is only directly accessible via a private local area network between the web server and database server. Both webserver and database servers are patched periodically and loaded with malware and virus detection software. Servers are backed up daily with offsite backups maintained for 14 days. Direct network access to the servers for configuration and maintenance is strictly controlled by the application developer for Sustain IQ and only open to limited staff from specific fixed IP addresses of the application developer for Sustain IQ.

7.0 PERMITTED USE OF SUSTAIN IQ

7.1 Usage of the Software

(i) No User is permitted to use Sustain IQ software for financial gain or as part of a paid- for services offering: for example by offering quality, environmental, health and safety or construction consultancy to contractors or clients.

(ii) Any Consultancy or similar organisation who wishes to use Sustain IQ software as part of a paid-for service offering must contact www.sustainiq.com whereby the appropriate fee package will be discussed based on the level of anticipated usage.

7.2 Content Usage Rules

(i) You are authorised to use the Content only for the intended use, and not for redistribution, transfer, assignment or sublicense, to the extent permitted by law.

(ii) You agree that you will not attempt to, or encourage or assist any other person to, circumvent or modify any security technology or software that is part of the Service or used to administer the conditions of use ("Usage Rules"). You agree not to attempt to, or assist another person to, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with any of the security components related to such software for any reason whatsoever.

(iii) The delivery of Content does not transfer to you any commercial or promotional use rights in same.

You agree that your purchase of Content constitutes your acceptance of and agreement to use such Content in accordance with the Usage Rules and the terms of any written agreement between you and us, and that any other use of the Content may constitute a copyright infringement. Any security technology, if applicable, is an inseparable part of the Content. The Usage Rules shall govern your rights with respect to the Content. Sustain IQ reserves the right to modify the Usage Rules at any time.

Use of the Services. You agree not to:

7.3

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- (i) use any information, Content or material in any manner that infringes any copyright, trademark, patent or other proprietary right of any party;
- (ii) make available or attempt to upload any files that contain a virus, worm, trojan or corrupt data that may damage the operation of the computer or property of another;
- (iii) impersonate any person or entity for the purpose of misleading others;
- (iv) violate any applicable laws or regulations;
- (v) use the Services in any manner that could damage, disable, overburden or impair the Services or interfere with any other party's use and enjoyment of the Services;
- (vi) attempt to gain unauthorised access to any of the Services, other accounts, computer systems or networks connected to the Services through hacking, password mining or any other means.

8.0 USER CONTENT AND INTELLECTUAL PROPERTY

8.1 When using the Services to create Content, Customer and their nominated Users should do so in accordance with the following rules:

8.1.1 Users must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory or fraudulent;

8.1.2 Users must not submit Content that is intended to promote or incite violence;

8.1.3 Users must not submit Content that may contain viruses or any other software or instructions that may damage or disrupt other software, computer hardware or communications networks;

8.1.4 Users must not post links to other websites containing any of the above types of Content;

8.1.5 Users must not engage in any form of commercial advertising. This does not prohibit references to businesses for non-promotional purposes including references where advertising may be incidental;

8.1.6 Users must not impersonate other people, particularly employees and representatives of Sustain IQ or our affiliates;

8.1.7 Users must not use the Services for unauthorised mass-communication such as “spam” or “junk mail”.

Sustain IQ has the right, but not the obligation to pre or post-screen Content submitted or created by Users

8.2 and may flag or filter any Content that it deems appropriate.

If any Content is found to be in breach of these terms and conditions, Sustain IQ reserves the right to remove it without notice and may, at its sole discretion, terminate the responsible User’s access to the Services.

8.3 Users acknowledge that they may be exposed to Content that they may find offensive. If a User believes that

8.4 such Content is in violation of these terms and conditions, it should be reported to Sustain IQ using the Sustain IQ email box: hello@sustainiq.com.

Users are solely responsible for any and all Content that they submit or create. Sustain IQ does not endorse, support, represent or otherwise guarantee the accuracy or reliability of such Content.

8.5 Subject to Clause 8.4, Users use the Services at their own risk.

8.6 By submitting or creating Content Users warrant and represent that they are the author of such Content and/or that they have acquired all of the appropriate rights and/or permissions to use the Content in this

8.7 fashion. Sustain IQ accepts no responsibility or liability for any infringement of third party rights by such Content. Further, Users waive all moral rights in any and all Content that they submit or create to be named as its author. Sustain IQ accepts no responsibility or liability for any infringement of third party rights by such Content.

8.8 By accepting these terms and conditions, the Customer and User grants a non-exclusive, worldwide, perpetual licence to Sustain IQ subject to the source data, both in terms of the person or the organisation entering the data and the address to which the Content relates, being kept anonymous (i) to use the Content for any purpose and (ii) to copy, distribute, transmit, publicly display, publicly perform, transmit and reformat all Content for the purpose of providing the Services.

The Customer and User represents and warrants that they have all necessary rights, power and authority to grant the licence described in Clause 8.8.

8.9

9.0 TERMINATION

9.1 These Terms shall commence upon the Customer’s execution of the Order Form and shall continue until terminated either by the Customer or by Sustain IQ in accordance with this Clause 9.

9.2 If a Customer wishes to terminate the Terms they may do so by:

(a) Closing their nominated User Account; and

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(b) Informing Sustain IQ in writing that they wish to terminate these Terms.

Payment of Service for the Term of the Agreement will be due by the Customer on their termination

9.3 Sustain IQ shall have the right, exercisable at its sole discretion, to terminate provision of the Services with 3 months' prior notice to Customer.

9.4 Termination for breach: Sustain IQ reserves the right to terminate the Terms, a Customer's Account and a Customer's nominated User's access to the Services at any time for the following reasons:

9.4.1 The Customer has committed a material breach of these terms and conditions, unless such breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the Customer fails to remedy the breach within 14 days after a written notice to do so;

9.4.2 The Customer has indicated, expressly or impliedly, that they do not intend to or are unable to comply with these terms and conditions;

9.4.3 Sustain IQ is required to do so by law;

9.4.4 It has become, in the opinion of Sustain IQ, its affiliates or advisers, no longer commercially viable to continue providing the Services;

9.4.5 Sustain IQ is no longer providing the Services in the Customer's country of residence;

9.4.6 If the Customer uses the Service in any way which is defamatory, indecent or otherwise unlawful or which infringes the statutory or common law rights of any third party;

9.4.7 If the Customer fails to credit Sustain IQ with ownership of the Services on all materials, publications or products which incorporate or use copyright held by Sustain IQ;

9.4.8 If any sum owned by the Customer remains unpaid within 14 days of its due date; or

9.4.9 If the Customer becomes insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), enters into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt, or becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986)

If Sustain IQ terminates a Customer's Account as a result of the Customer's breach of these terms and conditions the Customer will not be entitled to any refund.

9.5 If Sustain IQ terminates a Customer's Account or subscription for any reason other than for breach of these terms and conditions by the Customer, the Customer will be refunded any remaining balance of their Account. Such a refund will be calculated based upon the fee being divided by the number of days in the applicable Term and multiplied by the number of days remaining until the end of the Term.

9.6 In the event that Sustain IQ terminates a Customer's Account or subscription, the Customer's nominated User will cease to have access to the Services from the date of termination.

9.7 If a Customer terminates their Order Form or Account they will continue to have access to the Services for the remainder of the prevailing Term up until the renewal date whereupon access will cease, save for a 60 day period to allow a User to export data, unless the Customer chooses to enter into a new Order Form to reactivate their subscription.

9.8 In the event that the Terms are terminated, the User's Account will be closed and the Customer's access to the Services will be suspended in accordance with Clauses 9.7 and 9.8.

9.9 Upon termination of the Terms and the Order Form the Customer will return the Services and media containing it to the Supplier.

9.10

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9.11 Save as noted at 9.10, upon termination of the Terms and the Order Form the Customer shall cease to be bound by all obligations set out in these terms and conditions with the exception of those expressly stated to survive the termination of the Terms.

10.0 LIABILITY

10.1 Sustain IQ does not accept any responsibility for any loss or damage including, without limitation, indirect or consequential loss or damage, or any loss or damages whatsoever arising from use or loss of use of, data or profits arising out of or in connection with the use of the Services, the Sustain IQ software or the Website.

10.2 Sustain IQ is not responsible for the contents or reliability of the linked websites and does not necessarily endorse the views expressed within them. Listing shall not be taken as endorsement of any kind.

10.3 Users should be aware that they use the Website, the Services and all relevant Content at their own risk.

10.4 Nothing in these terms and conditions excludes or restricts Sustain IQ's liability for death or personal injury resulting from any negligence or fraud on the part of Sustain IQ.

11.0 AVAILABILITY

11.1 The Website and the Services are provided "as is" and on an "as available" basis. Sustain IQ gives no warranty that the Website or the Services will be free of defects and/or faults. To the maximum extent permitted by law Sustain IQ provides no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

11.2 Sustain IQ accepts no liability for any disruption or non-availability of the Website or the Services resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

12.0 INTELLECTUAL PROPERTY

12.1 Where expressly indicated, certain Content, such as advertising material, and the Intellectual Property rights subsisting therein belong to other parties. This Content, unless expressly stated to be so, is not covered by any permission granted by this clause to use the Content from the Website. Any such Content will be accompanied by a notice providing the contact details of the owner and any separate use policy that may be relevant.

12.2 Subject to the exceptions in Clause 12.1 of these terms and conditions, all intellectual property rights in and to the Services and its Content included on the Website, unless submitted or created by Users, including, but not limited to, 'Sustain IQ', ' ', text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is owned with full and complete title by or otherwise licenced exclusively to Sustain IQ, its affiliates or other relevant third parties. By accepting these terms and conditions the Customer acknowledges that such material is protected by applicable Northern Ireland and International intellectual property laws and all other relevant statutes and regulations.

12.3 Customer and Users may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given express written permission to do so by Sustain IQ.

13.0 INVOICING

13.1 Sustain IQ shall be entitled to invoice the Customer immediately upon subscribing to Services.

13.2 All sums payable to Sustain IQ shall be paid by the Customer (together with any applicable Value Added Tax, and without any set-off or other deduction) in advance of activation of the Sustain IQ subscription. Where Sustain IQ invoices for any other related services, payment must be made within 30 days of the date of the

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invoice. In the case of late payment, and without prejudice to any other of its rights, Sustain IQ reserves the right to suspend the User's Account until payment has been received.

- 13.3 If payment is not made by the due date, Sustain IQ will exercise its statutory right to claim interest and compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debt Regulations 2002.

14.0 SEVERANCE

- 14.1 If any of these terms and conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such term or condition shall be severed and the remaining terms and conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

15.0 GOVERNING LAW

- 15.1 These terms and conditions, the Terms and all other aspects of the relationship between the Customer and Sustain IQ shall be governed by and construed in accordance with the Laws of Northern Ireland.
- 15.2 If there is any conflict between the Order Form and the Terms, these Terms shall prevail, subject to 14 above.
- 15.2 Any dispute between the Customer and Sustain IQ relating to these terms and conditions, the Terms and all other aspects of the relationship shall fall within the exclusive jurisdiction of the courts of Northern Ireland.

16.0 NOTICES

- 16.1 A notice to be given hereunder shall be in writing and may be delivered personally or by sending it by pre-paid first-class post or facsimile to the intended recipient's address given herein or to any other address supplied with reference to and in accordance with this clause to the other party hereto at their address for the purposes of service under these terms and conditions. A notice delivered personally shall be deemed to have been served on delivery. A notice sent by post shall be deemed to have been served at an address within the United Kingdom at the expiry of 48 hours from the date of posting and at an address outside the United Kingdom at the expiry of 72 hours from the date of posting. Where any notice is given by facsimile, service of the same shall be deemed to be effected upon receipt of the normal confirmation of receipt.

17.0 GENERAL

- 17.1 The Customer shall authorise the Supplier to use the Customer's information and branding on the Website during the Term of the Agreement.
- 17.2 The Supplier may request the consent of the Customer in assisting in the drafting of a case study on an Active Site of a Customer from time to time. Completed case studies may be uploaded to the Website and used in marketing materials by the Supplier with the consent of the Customer.

18.0 SOFTWARE LICENCE AGREEMENT

Hereby referred to as the 'SLA' as provided by Sustain IQ and the development partner within the remit of this Agreement.

- 18.1 We will provide a minimum of 99.5% uptime throughout the period of service as outlined within this Agreement, with scheduled maintenance windows being provided to ensure that the system performs to the agreed standard.
- 18.2 We will provide email support for the software through the Sustain IQ Development and Support partner within the agreed 5 hours support time outlined within this Agreement. The support will be limited to

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ensuring that the Software will, when properly used and for which it was designed, perform substantially in accordance with this Agreement.

18.3 Support will be provided to a customer in the event of a defect or fault being identified within the Software and having been reported to the Sustain IQ support email address. Any defect or fault which is being reported should contain a descriptive message of the defect or fault, steps being taken whenever possible, and the page or link upon which the defect or fault was identified.

18.4 Support will be provided between the hours of 09:00 and 17:00, Monday to Friday excluding Northern Ireland Public Holidays. Those being New Years Day, St. Patricks Day, Good Friday, Easter Monday, Early May Bank Holiday, 12th and 13th July (or agreed public holiday dates), Christmas Day, and Boxing Day. This will also be extended to cover any additional public holidays which are added.

18.5 Sustain IQ will provide support via its Support Partner for the Software for the investigation, and classification of any reported defects or faults which may determine the course of action taken. Reported defects or faults, after classification, will be undertaken from the highest priority to the lowest, with time taken being deducted from the allocated 5 hours per quarter after each resolved ticket.

18.6 Response times as agreed between us and the Support Partner are indicative of the below table in relation to first response to the Customer and fixing of reported defects and faults.

Priority	Response Times (Working Hours)	Target Time For Completion (for work less than one day)
Urgent	30 minutes	8 hours
High	60 minutes	24 hours
Normal	120 minutes	48 hours
Low	Request dependent	Agreed with Customer

With the classification reported defects or faults being indicative of the outlined levels, and their respective descriptions.

Priority	Description
Urgent	Customer internet service non-functional with high impact on Customer operations.
High	Customer internet service functional but a component is down or an Urgent Priority problem to which a temporary work-around has been applied.
Normal	Minor problems with very low impact on Customer operations. Cosmetic and documentation errors.
Low	Change request.

- 18.7 We reserve the right to levy an additional charge if you use the Support provision over and above the average use of a standard user of the Software. These costs will be considered as an Enhanced Support service and be costed at a standard daily rate of £500/day.
- 18.8 Support shall not be provided under this Agreement if:
- 18.8.1 the defect or fault which you have requested support assistance for was caused by the Software or its inputs being modified by you.
- 18.8.2 If you have not notified us within a reasonable time period of the discovery of any defect or fault. This time period will hereby be defined as 30 days from the first discovery of the defect or fault.
- 18.8.3 if the defect or fault, whilst being investigated, is deemed to contravene any of the clauses which are under this Agreement.
- Any correction to a reported defect or fault will be applied across the Software regardless of who reported the issue. If this requires a major release after fix, the Supplier will notify the Customer at least 2 business days ahead of the release with details and instructions.
- 18.9

Any further questions?

Contact us:

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