



Terms and Conditions for AEMS Service, Partnership, and SMART Programme Participation Agreement

This AEMS Service, Partnership, and SMART Programme Participation Agreement (this **"Agreement"**) contains the terms and conditions that govern your access to and use of the "AEMS" services provided by AND Technology Research (**"ANDtr," "we," "us,"** or **"our"**) and is an agreement between us and you or the entity you represent (**"you"**). This Agreement takes effect when you click an "I Accept," "Sign up" or similar button or check box presented with these terms or, if earlier, when you access or use the Service (the **"Effective Date"**). By accepting this Agreement, you agree to be legally bound by its terms. You represent to AND Technology Research that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent that you have legal authority to bind that entity.

Terminology

"Register interest" means you are expressing interest to either purchase the AEMS Service; become a Partner who would like to trial or offer the Service to their customer base; join the SMART Programme and partake in user research; or you have been signposted by a Third Party Provider to register your details and become an AEMS User.

"Service" means the energy data analytics service, which includes but is not limited to, site surveys and visits, the collection of energy data, analysis and formation of analytics data, and access to AEMS user applications. The features and functionality of Service may be modified, enhanced or otherwise changed at any time, and without notice from us to you.

"Energy Data" is required to operate the Service. This is collected directly from the AEMS User or provided to us by the Partner. The method of how Energy Data is received from the AEMS User will be defined during the On-boarding process.

"AEMS User(s)" is the person(s) / company accessing the Service.

"On-boarding" is a process each AEMS User or Partner will undergo in order to enable the Service. This includes establishing best method for transmission of Energy Data to Us.

"Partner" means you are registering interest to enter a Partnership Agreement with Us to provide the Service to your customer base.

"Partnership Agreement" means the contract negotiated between two parties, in this case the Partnership Agreement will be between Us and the Partner. If Energy Data from the customer is collected by the Partner, this agreement will also define how Energy Data is collected from their customer and shared with us for formation and analysis.

"Partnership Service" means the Service, as defined above, is provided to you for distribution to your customers. As part of the Partnership Service, the collection of Energy Data from each customer site will be required. This will be discussed as part of On-boarding and the method for data collection defined within your Partnership Agreement. Users identified by the Partner to become an AEMS User will be signposted to the AEMS website to Register Interest and accept Terms of Use with regard to use of Customer Data.

"SMART Programme" is a user research programme designed to allow us to test and research new features with Smart Programme Members. Members of the Smart Programme will receive access to the Service, free of charge, for one year. The time frame is effective from the date of sign up for one year. Members of the Smart Programme are expected to partake in user research including surveys, interviews, and case studies. We reserve the right to not accept you onto the SMART Programme.

"Smart Programme Members" are person(s) or companies enrolled onto the SMART Programme.

"User Research" is activities undertaken between us and SMART Programme Members to collect and gather data to develop and improve the Service. Activities are, but not limited to, surveys, interviews, and case studies.

"Third party-providers" are, but not limited to, the Open University, TU Berlin, Oxford University and Counting Labs Limited, or a Partner providing you with access to the Service as part of a trial or a paid-service.

'Customer Data' means data collected or given to AND Technology Research throughout the SMART Programme or through submitting details with regard to partnerships, PR/marketing, and commercial enquiries. This includes, but is not limited to, energy consumption data, analytics data, business performance and contact/entity details such as email, addresses, business sector type.

"Terms of use" refers to this agreement, *Terms and Conditions for AEMS Service, Partnership, Smart Programme and AEMS Users*.

"Level" refers to the different engagement tiers, AEMS User, Partner, or Smart Programme Member.

The following sections outline the terms that are applicable to each level within the terms of use agreement:

1) Applicable to AEMS User, Partner, and SMART Programme Member

Data Privacy - Data is stored in accordance with GDPR rules and according to AND Technology Research's Data protection and privacy policies, which can be given on request.

Liability - To the maximum extent permitted by applicable law, AND Technology Research and its agents shall not be liable for any other damages whatsoever (including, but not limited to, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or inability to use the Service, even if AND Technology Research or its agents have been advised of the possibility of such damages.

AND Technology Research Rights You acknowledge that the rights to the Service and associated documentation and other related materials are the sole and exclusive property of AND Technology Research. By accepting this Agreement, you do not become the owner of the Service, but you do have the right to use the Service in accordance with this Agreement. You agree to use your best efforts and take all reasonable steps to protect the Service from unauthorised use, illegal reproduction or illicit distribution.

Copyright The Service and its associated documentation are copyrighted. You may make copies of the associated documentation or other related materials for your own purposes notwithstanding the requirements of the licence. Other than these you agree that no other copies of associated documentation or other related materials will be made.

Disclaimers. THE SERVICE, SUPPORT AND ALL OTHER ITEMS MADE AVAILABLE BY AND TECHNOLOGY RESEARCH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. AND TECHNOLOGY RESEARCH ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (a) ERRORS, MISTAKES OR INACCURACIES OF CUSTOMER DATA OR INFORMATION POSTED, TRANSMITTED OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE, (b) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM USE OF THE SERVICE OR SUPPORT, (c) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, OR (d) THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY NOT UNDER AND TECHNOLOGY RESEARCH'S CONTROL.

Modifications. AND Technology Research may modify this Agreement at any time by posting a revised version at www.myaems.com/terms which modifications. By using the Service after the date on which any modifications enter into effect, you agree to the latest version of this Agreement.

2) SMART Programme Member. AND Technology Research will make the Service available to you without charge for one year (a) at the end of this period (b) termination by us at any time in its sole discretion.

Use of Customer Data. You hereby grant AND Technology Research a worldwide, non-exclusive, royalty-free right and license during the SMART Programme to use, reproduce, transmit, perform, display and store Customer Data for the purposes of AND Technology. You agree AND Technology may additionally use Customer Data: (a) to maintain, evaluate, develop, and improve its products and services; (b) share Customer data with third-party providers for research purposes and (c) provide you with the AEMS newsletter. We will not share Customer Data for marketing and advertising purposes with any third-party provider within the SMART Programme. You agree that after the SMART Programme, AND Technology Research can (a) use, reproduce, transmit, perform, display and store Customer Data gathered within the trial-period, and (b) share Customer data with third-party providers for research purposes.

3) AEMS User. AND Technology Research will make the Service available to you as part of a direct subscription service or via a third party provider. The type of service and features enabled for you will be dependent on the AEMS service you purchase. This will be confirmed with you once your service and payment plan has been chosen.

Use of Customer Data. By purchasing the AEMS service you hereby grant AND Technology Research a worldwide, non-exclusive, royalty-free right and license to use, reproduce, transmit, perform, display and store Customer Data for the purposes of AND Technology. You agree AND Technology may additionally use Customer Data: (a) to maintain, evaluate, develop and improve its products and services; (b) share Customer data with third-party providers for research purposes and (c) provide you with the AEMS newsletter. We will not share Customer Data for marketing and advertising purposes with any third-party provider within your subscription. You agree that if you terminate your AEMS service subscription, AND Technology Research can (a) use, reproduce, transmit, perform, display and store Customer Data gathered, and (b) share Customer data with third-party providers for research purposes.

4) Partner. AND Technology Research will make the Service available to your customers either as part of a paid service or without charge depending on the Partnership Agreement in place.

Use of Customer Data. By entering a Partnership Agreement, you hereby grant AND Technology Research a worldwide, non-exclusive, royalty-free right and license during either a trial-period or on-going paid service to use, reproduce, transmit, perform, display and store your Customer Data for the purposes of AND Technology. You agree AND Technology may additionally use Customer Data: (a) to maintain, evaluate, develop and improve its products and services; (b) share Customer data with third-party providers for research purposes and (c) provide you with the AEMS newsletter. We will not share Customer Data for marketing and advertising purposes with any third-party provider within your subscription. You agree that if your contract or trial period ends, AND Technology Research can (a) use, reproduce, transmit, perform, display and store Customer Data gathered, and (b) share Customer data with third-party providers for research purposes.

