



IMSconnect

Terms and Conditions for Virtual Energy Management (VEM) Service

These Terms and Conditions ("Agreement") govern the use of the Virtual Energy Management Service ("Service") provided by IMS connect (Ajisko Ltd.) ("Provider") to the business or entity ("Client") that engages in the Service. By accessing and using the Service, the Client agrees to be bound by these Terms and Conditions.

Service Description

- 1.1. The Virtual Energy Management Service involves the analysis of energy data in the Cloud by a team employed by the Provider. That energy data will originate from Best.Energy proprietary equipment, installed on site at the Client's facility. This equipment may include, but is not limited to, the Eniscope IoT Hub and an array of 'Eniscope Air' ancillary IoT devices.
- 1.2. The Provider will use its expertise to identify areas where the Client can save energy and provide recommendations accordingly.
- 1.3. The Provider will deliver the recommendations to the Client in a clear and understandable format, either through a web-based interface, email, PDF reports or other agreed-upon means.

Data and Information

- 2.1. The Client agrees to provide the necessary energy data and information required for the analysis process, including but not limited to utility bills, usage data, facility information, and any other relevant data.
- 2.2. The Client retains full ownership and responsibility for the accuracy and completeness of the data and information provided.
- 2.3. The Provider will treat the Client's data and information as confidential and will not disclose it to any third party without the Client's consent, except as required by law.

Recommendations

- 3.1. The recommendations provided by the Provider are based on the analysis of the available data, the expertise of the human team and the proprietary AI tools they will utilise in the course of providing the Service. However, the Provider cannot guarantee the effectiveness or accuracy of the recommendations.
- 3.2. The Client acknowledges that the implementation of the recommendations is at their own discretion and risk. The Provider shall not be liable for any loss or damages arising from the implementation or non-implementation of the recommendations.



Limitation of Liability

- 4.1. The Provider and its employees shall not be held liable for any direct, indirect, incidental, special, or consequential damages arising from the use or inability to use the Service, including but not limited to loss of profits, data, or business opportunities.
- 4.2. The Provider's liability, if any, arising out of or in connection with this Agreement shall not exceed the total fees paid by the Client to the Provider for the Service during the three (3) months preceding the event giving rise to the liability.

Termination

- 5.1. Either party may terminate this Agreement by providing written notice to the other party, within 28 days' notice.
- 5.2. Upon termination, the Client will no longer have access to the Service, and the Provider will cease providing the Service to the Client - including the Guarantee provisioned below.

Guarantee

- 6.1. A Guarantee may be offered by the Provider to the Client. The level of guarantee will be agreed in a separate 'EMaaS' (Energy Management as a Service) agreement signed before the commencement of the Service.
- 6.2. Any Guarantee offered is dependent on the Client continuing to pay, and being up to date with, the VEM fee stated in that EMaaS agreement. Failure to pay this fee will immediately void the Guarantee and the Provider will be under no obligation to reach any given target threshold of savings identified.
- 6.3. The Guarantee is further subject to the Client appointing a knowledgeable Energy Champion as primary liaison and providing when asked, in a timely manner, the pertinent contextual information on each asset under monitoring.
- 6.4. Should the Client take independent action within the duration of the Service which has not yet been recommended as part of the Service, and should this action result in measurable energy savings, those energy savings shall count towards the threshold of the Guarantee of total energy savings opportunities identified.
- 6.5. Progress reported against any Guarantee shall use for the purpose of calculating the value of energy savings identified either the tariff information at the time the Service commenced, or the most recent energy tariff information for the Client at the time of reporting, whichever is the higher in value.
- 6.6. The Provider shall include in its identification of energy savings opportunities any fair and reasonable recommendations, including, where appropriate, recommended strategies that require an



additional capital outlay at a reasonable payback period. What constitutes a reasonable payback period may be agreed in writing between the parties under separate cover or, in the absence of a written agreement, shall be considered to be a payback period of ten years or less.

- 6.7. Should the total amount of kWh paid for via the grid on the Client's site materially change due to the introduction of renewable energy methods (eg. solar), this shall not have an impact on the value of the energy savings opportunities identified - which will continue to be valued in line with clause 6.5 above.

Confidentiality

- 7.1. The Client agrees to keep confidential any proprietary or confidential information disclosed by the Provider during the provision of the Service.
- 7.2. The Provider agrees to keep confidential any proprietary or confidential information provided by the Client during the provision of the Service.

Governing Law and Jurisdiction

- 8.1. This Agreement shall be governed by and construed in accordance with the laws of Ireland.
- 8.2. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Ireland.

Entire Agreement

- 9.1. This Agreement constitutes the entire understanding between the Provider and the Client and supersedes all prior agreements, whether written or oral, relating to the Service.

By using the Service, the Client acknowledges that they have read, understood, and agree to be bound by these Terms and Conditions.