

## SaaS Agreement Order Form

**ORDER FORM REFERENCE** [Click or tap here to enter text.](#)

Sycous has developed remote data collection administration software applications which it makes available as a service to subscribers via the internet for the purposes of importing, validating, managing and reconciling energy consumption and hardware data.

***Sycous will make the following modules of Mabdeck Software available to the Customer in connection with the SaaS Services (select as applicable):***

- Data Ingestion SaaS Service – A service to allow data to be automatically or manually imported
- Mabdeck (Reporting) Module – The facility to manually and automatically generate reports
- Mabdeck (Billing) Module – The facility to be able to generate credit billing to accounts
- Mabdeck (PAYG) Module – The facility to administer PAYG systems linked to accounts
- Mabdeck Bespoke Integration
- Managed Service – This facility is where Sycous operate some of all elements of the Services
  - Meter Data Management Services – Review and verification of metering data
  - Payment Provider Services – Provision Payment Providers and transfer of funds
  - Consumer Management Services – Management of accounts in Mabdeck
  - Credit Control Management Services – Chasing overdue payment on accounts
  - Print and Postage Services – Provision of printing and postage facilities
- Tariff Management Services – Support establishing and managing utility tariffs
- Reactive Maintenance Services – Technical onsite support on a reactive basis
- Planned Maintenance Services – Technical onsite support on a planned basis

For each module of the Mabdeck Software selected above, the corresponding Service Schedule is incorporated into and forms part of this Agreement.



	Click to enter Email Address
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**Data Ingestion** (Select if applicable)

<b>Format</b>	The Customer Data to be uploaded to the Data Ingestion SaaS Service must be in the following format: <ul style="list-style-type: none"> <li>• Elvaco Data Logger</li> <li>• .csv in the format downloadable at <a href="http://www.mabdeck.com/admin">www.mabdeck.com/admin</a></li> <li>• manually through the Mabdeck portal</li> <li>• Agreed formats direct from data loggers or other devices</li> </ul>
<b>SIM Card / Connection</b>	Unless specified otherwise by selecting either of the options below, the Customer will be responsible for maintaining a suitable connection between <a href="#">Click or tap to enter a date</a> and <a href="#">Click or tap to enter a date</a> : <ul style="list-style-type: none"> <li><input type="checkbox"/> Sycous to provide SIM Card</li> <li><input type="checkbox"/> Sycous to provide third party connection</li> </ul> <p><b>Details:</b></p> <p>.....</p> <p>.....</p> <p>.....</p>
<b>Frequency</b>	The Customer will upload Customer Data to the Data Ingestion SaaS Service at the following frequency:  Daily
<b>Maximum Data Allowance</b>	10 GB

**Mabdeck (Reporting)** (Select if applicable)

<b>Format</b>	The Customer Data to be uploaded to the Mabdeck (Reporting) Module Service must be in the following format: <ul style="list-style-type: none"> <li>• Elvaco Data Logger</li> <li>• .csv in the format downloadable at <a href="http://www.mabdeck.com/admin">www.mabdeck.com/admin</a></li> <li>• manually through the Mabdeck portal</li> <li>• Agreed formats direct from data loggers or other devices</li> </ul>
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**Mabdeck (Billing)** (Select if applicable)

<b>Format</b>	The Customer Data to be uploaded to the Mabdeck (Billing) Module Service must be in the following format: <ul style="list-style-type: none"> <li>• Elvaco Data Logger</li> <li>• .csv in the format downloadable at <a href="http://www.mabdeck.com/admin">www.mabdeck.com/admin</a></li> <li>• manually through the Mabdeck portal</li> <li>• Agreed formats direct from data loggers or other devices</li> </ul>
<b>Utility Statement Frequency</b>	Monthly or Quarterly.  Back-billing, where billing occurs prior to the Commencement Date, is available up to a maximum period of 3 months, excluding charges to any previous owner and/or tenant.

<b>Utility Statement and Mabdeck (Billing) Criteria</b>	<b>Details:</b> ..... .....
<input type="checkbox"/> <b>Mabdeck (PAYG)</b> (Select if applicable)	
<b>Format</b>	The Customer Data to be uploaded to the Mabdeck (PAYG) Module Service must be in the following format: <ul style="list-style-type: none"> <li>• Secure HES</li> <li>• Guru Systems HES</li> <li>• PAYG Units with an Agreed Format</li> <li>• .csv in the format downloadable at <a href="http://www.mabdeck.com/admin">www.mabdeck.com/admin</a></li> <li>• manually through the Mabdeck portal</li> <li>• Agreed formats direct from data loggers or other devices</li> </ul>
<input type="checkbox"/> <b>Mabdeck Bespoke Integration</b> (Select if applicable)	
<b>Scope of Bespoke Integration Services</b>	<b>Details:</b> ..... ..... .....
<input type="checkbox"/> <b>Meter Data Management services</b> (Select if applicable)	
<b>Scope of services</b>	<b>Details:</b> Operating the following supplies, where suitable meters are installed: <ul style="list-style-type: none"> <li>• Heat</li> <li>• Hot Water</li> <li>• Heat &amp; Hot Water</li> <li>• Electricity</li> <li>• Cold Water</li> <li>• Gas</li> </ul>
<input type="checkbox"/> <b>Payment Provider Services</b> (Select if applicable)	
<b>Scope of services</b>	<b>Details:</b> <ul style="list-style-type: none"> <li>• PayPoint (Cash)</li> <li>• Online by Credit or Debit Card (UK Registered Mastercard and Visa and not Commercial Cards)</li> <li>• Direct Debit (UK Bank Account)</li> <li>• IVR (UK Registered Mastercard and Visa and not Commercial Cards)</li> </ul>
<input type="checkbox"/> <b>Consumer Management Services</b> (Select if applicable)	
<b>Scope of services</b>	<b>Details:</b> Management of consumer statements, credit control (as specified) and consumer consultation for related and relevant queries to the services provided.  All queries that are unable to be resolved should be escalated to:  Escalation Name  Escalation Telephone Number  Escalation Email Address

<input type="checkbox"/> <b>Credit Control Management Services</b> (Tick if applicable)	
<b>Scope of services</b>	<b>Details:</b> <ul style="list-style-type: none"> <li>• 10 days overdue – reminder email or letter</li> <li>• 20 days overdue – final reminder email or letter</li> <li>• 28 days overdue - The consumer receives an email or letter notifying them that the matter has now been escalated to the Customer</li> </ul> <p>SMS reminders may be provided but do not form part of the Credit Control process.</p> <p>An Aged Debt report should be available to the Customer for understanding the current status.</p> <p>All Credit Control escalation should be notified to:</p> <p style="padding-left: 40px;">Escalation Name</p> <p style="padding-left: 40px;">Escalation Telephone Number</p> <p style="padding-left: 40px;">Escalation Email Address</p>
<input type="checkbox"/> <b>Print and Postage Services</b> (Select if applicable)	
<b>Scope of services</b>	<b>Details:</b> <ul style="list-style-type: none"> <li>• Statements</li> <li>• Credit Notes</li> <li>• Welcome Letters</li> <li>• Credit Control Correspondence</li> <li>• All other Correspondence</li> </ul>
<input type="checkbox"/> <b>Tariff Management Services</b> (Select if applicable)	
<b>Scope of services</b>	<b>Details:</b> <p>Six Monthly analysis of all supplies in Mabdeck, subject to the information being provided by the Customer upon request to enable estimated tariff calculation to occur.</p>
<input type="checkbox"/> <b>Maintenance Services</b> (Select if applicable)	
<b>Scope of services</b>	<b>Details:</b> <p>.....</p> <p>.....</p> <p>.....</p>
<input type="checkbox"/> <b>Related Services</b> (Select if applicable)	
<b>Scope of Related Services</b>	<b>Details:</b> <p>.....</p> <p>.....</p> <p>.....</p>

**Fees:**

<b>Charging Structure</b>	<input type="checkbox"/> Per Meter <input type="checkbox"/> Per Property
<b>Fees</b>	<b>Set-up Fees:</b>
	<b>SaaS Services Fees:</b>
	<b>Support Fees:</b>
	<b>Mabdeck Bespoke Integration Services Fees:</b>
	<b>Managed Service Fees (excluding the Set-up Fees, SaaS Services Fees and Support Fees)</b>
	<b>Tariff Management Fees</b>
	<b>Reactive Maintenance Fees</b>
	<b>Planned Maintenance Fee</b>

<b>Addresses for Notices and Customer Points of Escalation:</b>	
<b><u>Sycous Limited</u></b>	<b><u>The Customer</u></b>
<b>Address:</b> New York House, 1 Harper Street, Leeds, West Yorkshire, United Kingdom, LS2 7EA	<b>Address:</b> Click or tap here to enter text.
<b>Representative:</b> Matthew Hall	<b>Representative:</b> Click or tap here to enter text.
	<b>First Point of Escalation:</b> Click or tap here to enter text.
	<b>Second Point of Escalation:</b> Click or tap here to enter text.

**Schedule 1 to Order Form**  
**SaaS Terms and Conditions**

**1. INTERPRETATION**

In these SaaS Terms and Conditions (the "**Conditions**") and each Agreement that is entered into by the parties pursuant to these Conditions:

1.1 the following words and expressions have the following meanings unless the context otherwise requires:

<b>"Applicable Law"</b>	any: <ul style="list-style-type: none"><li>(a) statute, statutory instrument, bye law, order, directive, treaty, decree or law (including any common law, judgment, demand, order or decision of any court, regulator or tribunal);</li><li>(b) legally binding rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body; and</li><li>(c) legally binding industry code of conduct or guideline,</li></ul> which relates to the Agreement or the Services
<b>"Authorised Meters"</b>	the Meters that have been approved by Sycous in writing as being compatible with the SaaS Services and to which the SaaS Services relate as permitted within the SaaS Permitted Scope and Maximum SaaS Threshold (as applicable) in the Order Form
<b>"Business Day"</b>	a day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales
<b>"Commencement Date"</b>	the date on which the Order Form has been signed by or on behalf of each party
<b>"Confidential Information"</b>	has the meaning given to it in clause 12
<b>"Customer"</b>	the customer as detailed above within Part A of the Order Form.
<b>"Customer Data"</b>	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are supplied to Sycous by the Customer and/or any Authorised Meter in connection with the Services
<b>"Data Processor"</b>	has the meaning given to the term in the Data Protection Act 2018
<b>"Data Controller"</b>	has the meaning given to the term in the Data Protection Act 2018
<b>"Data Ingestion Service"</b>	<b>SaaS</b> the data ingestion Services as set out in the Data Ingestion SaaS Service Schedule

<b>"Data Protection Laws"</b>	all privacy laws applicable to the Personal Data (as defined in clause 13.9) which is processed under or in connection with the Agreement, including the Data Protection Act 2018, EU Directive 95/46/EC and 2002/58/EC and all regulations made pursuant to and in relation to such legislation together with all codes of practice and other guidance on the foregoing issued by the Information Commissioner, all as amended or replaced from time to time
<b>"Emergency Maintenance"</b>	ad hoc and unscheduled maintenance provided by Sycous where Sycous reasonably suspects a fault with the SaaS Services, any equipment used to provide the services (including the Infrastructure) or any part thereof and that has had, or may have, a material detrimental impact on the SaaS Services and/or the services that Sycous provides to its other customers
<b>"End Consumer"</b>	each consumer, company, partnership or other organisation located at a Property that receives utility services from the Customer
<b>"End User Licence Agreement"</b>	the end user licence agreement that the Customer must procure that each End Consumer that accesses the SaaS Services complies with, available on the Mabdeck portal or on request
<b>"Excluded Causes"</b>	<ul style="list-style-type: none"> <li>(a) a defect in the manufacturer's design of the Maintained Equipment;</li> <li>(b) faulty materials or workmanship in the manufacture of the Maintained Equipment;</li> <li>(c) use of the Maintained Equipment with computer equipment or materials not supplied or approved in writing by Sycous;</li> <li>(d) any maintenance, alteration, modification or adjustment performed by persons other than Sycous or its employees or agents;</li> <li>(e) the Customer or a third party interfering with the Maintained Equipment;</li> <li>(f) the use of the Maintained Equipment in breach of any of the provisions of the agreement under which the Maintained Equipment was supplied;</li> <li>(g) a failure, interruption or surge in the electrical power or its related infrastructure connected to the Maintained Equipment;</li> <li>(h) the neglect or misuse of the Maintained Equipment.</li> </ul>
<b>"Excluded Event"</b>	has the meaning given to it in clause 11.5



<b>"Excluded Maintenance"</b>	any maintenance services required to restore any malfunctioning or failed Maintained Equipment to Good Working Order where the malfunction or failure results from or is caused by any of the Excluded Causes.
<b>"Fees"</b>	the Set-up Fees, SaaS Services Fees, Support Fees, Mabdeck Bespoke Integration Services Fees and/or Related Services Fees (as applicable) payable by the Customer, in each case as amended from time to time in accordance with the Agreement
<b>"First Point of Escalation"</b>	In respect of the Customer, the first person to whom a dispute will be escalated in accordance with clause 15.2 as set out in the Order Form
<b>"Force Majeure Event"</b>	<ul style="list-style-type: none"> <li>(a) act of God;</li> <li>(b) war, insurrection, riot, civil commotion, act or threat of terrorism;</li> <li>(c) lightning, earthquake, fire, flood, storm, or extreme weather condition;</li> <li>(d) theft, malicious damage;</li> <li>(e) strike, lockout, industrial dispute (whether affecting the workforce of a party and/or any other person);</li> <li>(f) breakdown or failure of plant or machinery;</li> <li>(g) any failure or default of Sycous's suppliers or sub-contractors or inability of Sycous to obtain essential supplies or materials; and/or</li> <li>(h) any event or circumstance to the extent it is beyond the reasonable control of the relevant party</li> </ul>
<b>"Good Working Order"</b>	the Maintained Equipment operates in accordance with the manufacturers recommendations.
<b>"Group Company"</b>	in respect of a party, each of its parent undertakings, its subsidiary undertakings and the subsidiary undertakings of any of its parent undertakings from time to time. For the purpose of this definition "parent undertaking" and "subsidiary undertaking" have the meaning set out in section 1162 Companies Act 2006
<b>"Initial Term"</b>	the period set out in the Order Form as the "Initial Term"
<b>"Infrastructure"</b>	any physical or virtual hardware, data storage and/or computing resources together with any software (including operating systems) installed and/or used on or in connection with Sycous's physical or virtual computing environment and which are used by Sycous for the purposes of providing the Services

## "Insolvent "

the Customer is Insolvent where it:

- (a) gives notice under section 84 Insolvency Act 1986 of, proposes or passes a resolution for, its winding up or in the case of a limited liability partnership proposes or determines that it will be wound up (save for the purpose of a solvent reconstruction or amalgamation);
- (b) has a winding up petition presented against it;
- (c) has a winding-up order made or a notice of striking off filed in respect of it;
- (d) has an administration order or an application for an administration order made in respect of it;
- (e) in respect of administration, that the Customer takes any step or any other person takes any step or action in connection with the appointment of an administrator in respect of it;
- (f) in respect of a voluntary arrangement, the Customer proposes a company voluntary arrangement;
- (g) has a notice of appointment of an administrator or a notice of intention to appoint an administrator filed in respect of it at any court;
- (h) proposes, makes or is subject to:
  - (i) a company voluntary arrangement;
  - (ii) a composition with its creditors generally;
  - (iii) an application to a court of competent jurisdiction for protection from its creditors generally; or
  - (iv) a scheme of arrangement under Part 26 Companies Act 2006 (save for the purpose of a solvent reconstruction or amalgamation);
- (i) has a receiver or a provisional liquidator appointed over any of its assets, undertaking or income;
- (j) ceases to trade or appears, in the reasonable opinion of Sycous, to be likely to cease to trade;
- (k) is unable to pay its debts as they fall due; or
- (l) the value of its assets are less than its liabilities, including its contingent and prospective liabilities;
- (m) has any distraint, execution or other process levied or

enforced on any of its property; or

(n) is the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction

<b>"Intellectual Rights"</b>	<b>Property</b>	any and all patents, trade marks, trade names, copyright, moral rights, rights in design, rights in databases, know how and all or other intellectual property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating to them
<b>"Liability"</b>		any liability arising out of or in connection with the Agreement (as applicable), whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including any liability under an indemnity contained in the Agreement together with any liability which arises from a breach of, or a failure to perform or defect or delay in performance of, any of a party's obligations under the Agreement, in each case howsoever caused including if caused by negligence
<b>"Mabdeck (Billing) Service"</b>	<b>Module</b>	the SaaS Service providing the Customer with access and use of the billing module of the Mabdeck Software as set out in the Mabdeck (Billing) Module Service Schedule
<b>"Mabdeck (PAYG) Service"</b>	<b>Module</b>	the SaaS Service providing the Customer with access and use of the PAYG module of the Mabdeck Software as set out in the Mabdeck (PAYG) Module Service Schedule
<b>"Mabdeck (Reporting) Module Service"</b>		the SaaS Service providing the Customer with access and use of the reporting module of the Mabdeck Software as set out in the Mabdeck (Reporting) Module Service Schedule
<b>"Mabdeck Integration Services"</b>	<b>Bespoke</b>	the Services performed by Sycous to the Customer for the creation, provision and/or development of bespoke and/or non-standard integrations and/or functionality of the Mabdeck Software and/or SaaS Services
<b>"Mabdeck Integration Services Fees"</b>	<b>Bespoke</b>	the fees payable in relation to any applicable Mabdeck Bespoke Integration Services to be provided under the Agreement as set out in the Order Form
<b>"Mabdeck Portal"</b>		the gateway to the SaaS Services made available by Sycous to the Customer
<b>"Mabdeck Software"</b>		the hosted software applications which are used by Sycous in connection with the provision of the SaaS Services
<b>"Maintained Equipment"</b>		the equipment specified in Annex A
<b>"Maximum Threshold"</b>	<b>SaaS</b>	the maximum number of Meters or Properties and/or the specific Meters and/or Properties (as applicable) in connection with which the Customer is permitted to use the SaaS Services as set out in the Order Form and as otherwise amended and updated upon the

	prior written agreement of the parties
<b>"Meter"</b>	a meter point at a Property
<b>"Order Form"</b>	the order form which sets out the Services to be provided by Sycous to the Customer and signed by the Customer prior to the date of the Agreement
<b>"Permitted User"</b>	the Customer's employees, officers, agents and contractors to the extent that such persons use the SaaS Services solely for the Customer's internal business purposes
<b>"Planned Maintenance"</b>	maintenance during the maintenance window of 10:00pm – 5:00am (UK time) on any day
<b>"Property"</b>	each property, site or premises in which Authorised Meters are located
<b>"Proposed SaaS Service Start Date"</b>	the date from which Sycous proposes to commence provision of the SaaS Services to the Customer as set out in the Order Form as amended by Sycous (acting reasonably) giving notice in writing to the Customer from time to time
<b>"Related Services"</b>	has the meaning given to it in clause 4.1
<b>"Related Services Fees"</b>	the fees payable in relation to any applicable Related Services to be provided under the Agreement as set out in the Order Form
<b>"SaaS Permitted Scope"</b>	the scope of SaaS Services that Sycous has agreed to provide to the Customer, including in respect of the Maximum SaaS Threshold, as set out in the Order Form as otherwise amended and updated upon the prior written agreement of the parties
<b>"SaaS Services"</b>	the services enabling the Customer to access and use the Mabdeck Software via the Mabdeck Portal (which may include the Data Ingestion SaaS Service, Mabdeck (Reporting) Module Service, Mabdeck (Billing) Module Service and Mabdeck (PAYG) Module Service), Meter Data Management Services, Payment Provider Services, Consumer Management Services, Credit Control Management Services, Print and Postage Services, Tariff Management Services and Maintenance Services as set out in the Order Form
<b>"SaaS Service Start Date"</b>	the date on which the SaaS Services are first made available to the Customer
<b>"SaaS Services Fees"</b>	the fees payable for the SaaS Services calculated by reference to the Properties or number of Authorised Meters covered by the Services as set out in the Order Form
<b>"Second Point of Escalation"</b>	the second person to whom a dispute will be escalated in accordance with clause 15.3 as set out in the Order Form

<b>"Security Policy"</b>	Sycous's security policy, available on request, or otherwise notified to the Customer by Sycous, as such document may be updated from time to time by Sycous
<b>"Services"</b>	the SaaS Services, Set-up, Support, Mabdeck Bespoke Integration Services and Related Services, which Sycous agrees in writing to provide to the Customer as set out in the Order Form
<b>"Service Schedule"</b>	each schedule appended to or referenced in the Agreement which relates to a specific Service, such as Support, the Mabdeck (Reporting) Module Service, the Mabdeck (Billing) Module Service, the Mabdeck (PAYG) Module Service and the Mabdeck Bespoke Integration Service
<b>"Set-up"</b>	the set-up services to be provided by Sycous to the Customer as set out in the Order Form and as otherwise amended and updated upon the prior written agreement of the parties
<b>"Set-up Fees"</b>	the fees payable in relation to the set-up of the SaaS Services as set out in the Order Form
<b>"Specification"</b>	the description of the nature and functionality of the relevant Service(s) to be provided by Sycous as set out in the Service Schedule(s) for the relevant Service(s) as such description may be updated from time to time by Sycous notifying the Customer in writing
<b>"Support Description"</b>	the Support Service Schedule setting out the Support to be provided by Sycous in relation to the SaaS Services as such document may be updated from time to time by Sycous
<b>"Support Fees"</b>	the fees payable in relation to Support as set out in the Order Form
<b>"Support Hours"</b>	the hours between 8:30am and 5:30pm on a Business Day
<b>"Support"</b>	the user support which Sycous shall make available to the Customer to assist Customer in connection with its use of the SaaS Services as set out in the Support Service Schedule
<b>"Sycous"</b>	a company registered in England and Wales under company number 08836039 whose registered office is at New York House, 1 Harper Street, Leeds, West Yorkshire, United Kingdom, LS2 7EA
<b>"Sycous Representative"</b>	each of Sycous's officers, directors, employees, consultants, professional advisers, agents and sub-contractors
<b>"System Requirements"</b>	a compatible web browser and suitable internet connections and/or such other system requirements necessary to enable the Customer to properly access the SaaS Services as required by Sycous as may be updated by Sycous from time to time by giving written notice to the Customer

<b>"Term"</b>	in relation to the Agreement, the period commencing on the Commencement Date and ending on the Termination Date
<b>"Termination Date"</b>	the date on which the Agreement expires or terminates for whatever reason
<b>"Updates"</b>	updates to the SaaS Services, Mabdeck Software and/or related data sets during the maintenance window of 10:00pm – 5:00am (UK time) on any day
<b>"User Administrator"</b>	the Permitted User notified to Sycous in writing as nominated by the Customer as its: <ul style="list-style-type: none"> <li>(a) administrator;</li> <li>(b) main point of contact in relation to the SaaS Services; and</li> <li>(c) designated point of contact in relation to Support including the notification of Mabdeck Errors to Sycous</li> </ul>
<b>"User Guide"</b>	the instructions for the SaaS Services is made available by Sycous through the Mabdeck Portal
<b>"Virus"</b>	any thing or device (including any software, code, file or programme) which may (a) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; (b) prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or (c) adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices
<b>"Working Hours"</b>	8:30am to 5:30pm on a Business Day
<b>"Year"</b>	a period of 365 days from the Commencement Date or any anniversary of the same (or when that period includes the date 29 February, 366 days)

- 1.2 the background section and all headings are for ease of reference only and will not affect the construction or interpretation of these Conditions;
- 1.3 references to the singular include the plural and vice versa and references to any gender include every gender;
- 1.4 references to a "person" include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);
- 1.5 references to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or

subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;

1.6 any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them;

1.7 references to these Conditions and/or the Agreement are as they are varied from time to time under clause 20 and as assigned (where permitted) or novated from time to time.

## 2. **SERVICES**

2.1 Subject to payment of the Fees by the Customer and the Customer complying with its other obligations under the Agreement, Sycous shall in accordance with the provisions of the Agreement grant the Customer a non-exclusive, non-transferable licence, without the right to grant sub-licences, to allow its Permitted Users to:

2.1.1 access and use the SaaS Services (including the Mabdeck Software which may be accessed via the SaaS Services) in relation to the Authorised Meters; and

2.1.2 use the User Guide in connection with its use of the SaaS Services,

for the duration of the Term solely for the Customer's internal business purposes.

2.2 The Customer shall access the SaaS Services and use the Mabdeck Software only from within the United Kingdom.

2.3 Sycous will aim to commence the provision of the applicable SaaS Services with effect from the applicable Proposed SaaS Service Start Date.

2.4 Sycous will provide the Customer with a link to the Mabdeck Portal for the Customer's User Administrator to set up Permitted User accounts and passwords. The User Administrator will then be able to use the Mabdeck Software to enable each Permitted User to access and use the SaaS Services.

2.5 The maximum number of Authorised Meters or Properties in connection with which the Customer may use the SaaS Services shall be limited to the number(s) set out in the SaaS Permitted Scope.

2.6 Without prejudice to clause 5.1.2, the Customer will not be permitted to use any Meters in connection with the SaaS Services that have not been approved by Sycous in writing (either specifically or under a general published list of authorised Meters issued by Sycous). Sycous will notify the Customer in the event that any Meters proposed to be used and/or in use in connection with the SaaS Services are not compatible with the SaaS Services in which case the Customer may:

2.6.1 replace such Meters with Meters that are compatible with the SaaS Services;

2.6.2 request for Sycous to address the failure of the Meters to be compatible with the SaaS Services and, in the event that Sycous agrees in writing to address such failure(s), Sycous will attempt to make such Meters compatible with the SaaS Services so that they can be approved (with the Fees for such attempts being charged on a time and materials basis calculated by reference to Sycous' then-current rate card rates) albeit

that Sycous gives no warranty that such attempt(s) will result in such Meters becoming compatible with the SaaS Services; or

- 2.6.3 where the Fees are calculated on a per Meter basis, request that Sycous makes a reasonable adjustment to the Fees to reflect the removal of such Meters from the scope of the Agreement and, if the Customer agrees the adjustment of Fees in writing prior to the Proposed SaaS Service Start Date, such Meters will be deemed to be removed from the scope of the Agreement from the date of such agreement.

In the event that Sycous is unable to approve any Meters prior to the Proposed SaaS Service Start Date and/or the Customer has not agreed an adjustment of Fees in accordance with clause 2.6.3, Sycous will remove such Meters from the scope of the Agreement and make a reasonable adjustment to the Fees (determined in Sycous's sole discretion) with effect from the Proposed SaaS Service Start Date.

- 2.7 Except to the extent that the parties have agreed in writing that Sycous will provide configuration services as a specific Service as set out in the Order Form, the Customer shall be responsible for configuring and using the SaaS Services.
- 2.8 If the Customer wishes to use any third party-created content in connection with the SaaS Services, the Customer shall be responsible for ensuring that any such third party content is compatible with the Services and, in so doing, that any such third party content complies with any requirements regarding such third party content as may be set out in the User Guide or which may be otherwise published by Sycous from time to time.
- 2.9 In using the Services, Customer agrees that the Mabdeck Software and any content made available for use with the Services may not be used or downloaded for use by Customer other than in connection with the Services.
- 2.10 Sycous shall provide the Support during the Support Hours. Sycous may amend the Support Description at any time acting reasonably by giving the Customer at least 90 days' written notice provided that such variation does not materially diminish the performance of the Support. Sycous will not be required to provide any Support directly to any End Consumers.
- 2.11 The Customer acknowledges that Sycous will perform Planned Maintenance, Emergency Maintenance and unscheduled maintenance as Sycous determines necessary.
- 2.12 Sycous shall use reasonable endeavours to make the SaaS Services available, except for:
- 2.12.1 Emergency Maintenance, Planned Maintenance and Updates; and
  - 2.12.2 unscheduled maintenance provided that, except where Sycous reasonably considers that maintenance is required or prudent for security reasons, Sycous has used reasonable endeavours to give the Customer at least:
    - 2.12.2.1 24 hours' prior notice for periods where SaaS Services are expected by Sycous to be unavailable for no more than 60 minutes;
    - 2.12.2.2 48 hours' prior notice for periods where the SaaS Services are expected by Sycous to be unavailable for more than 60 minutes but less than 180 minutes; and
    - 2.12.2.3 72 hours' prior notice for periods where the SaaS Services are expected by Sycous to be unavailable for more than 180 minutes.



Where Sycous reasonably considers that maintenance is required or prudent for security reasons, Sycous will provide the Customer with such notice as Sycous considers is reasonably possible, which may be less than the notice periods set out in clauses 2.12.2.1 to 2.12.2.3.

- 2.13 Sycous may at its sole discretion determine how it operates its Infrastructure and how it provides the Services. Sycous may, at its option, modify the Services at any time acting reasonably by giving the Customer written notice provided that such variation does not materially diminish the performance of the Services.
- 2.14 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any:
- 2.14.1 subsidiary or holding company (each having the meanings set out in section 1159 Companies Act 2006) of the Customer; or
- 2.14.2 other third party.
- 2.15 Time shall not be of the essence for any of Sycous's obligations under the Agreement.
- 2.16 Any estimate or indication by Sycous as to the number of man days, hours or Fees required by Sycous in relation to Services will be construed as being an estimate only. Subject to clause 11.1, Sycous will in no circumstances be liable for any delay or for any other loss, damage or other cost of whatsoever nature suffered or incurred by the Customer where such estimate or indication is incorrect.
- 2.17 Where Services are agreed to be supplied, and where a fixed charge for the supply of the Services has been notified by Sycous to the Customer, then Sycous will not be bound by such fixed charge where the Customer subsequently requires an improvement, substitution or modification to the Services.

### 3. **ADDITIONAL METERS OR PROPERTIES**

- 3.1 Subject to clause 3.2 and clause 3.3, the Customer may, from time to time during the Term, purchase SaaS Services in relation to additional Meters and/or Properties in excess of the SaaS Permitted Scope set out in the Order Form and Sycous shall grant access to the SaaS Services for such additional Authorised Meters as approved by Sycous subject to and in accordance with the provisions of this Agreement.
- 3.2 If the Customer wishes to purchase SaaS Services in relation to additional Meters and /or Properties, the Customer shall notify Sycous in writing. Sycous shall evaluate such request for SaaS Services in relation to additional Meters and/or Properties (as relevant) and respond to the Customer with approval or rejection of the request (such approval not to be unreasonably withheld). Any SaaS Services in relation to additional Meters or Properties purchased during the Term will, unless otherwise agreed in writing by the parties, continue until the SaaS Services relating to all other Authorised Meters have expired or are terminated.
- 3.3 If Sycous approves the Customer's request to purchase SaaS Services in relation to additional Meters and/or Properties (as relevant), the Fees will be amended to reflect such additional Meters and/or Properties (with the SaaS Services Fees calculated in accordance with Sycous' then-current rate card rates for such SaaS Services).
- 3.4 If at any time the Customer's use of the SaaS Services exceeds the SaaS Permitted Scope, Sycous may retrospectively charge to the Customer the Fees that would have been payable by

the Customer if the Customer had purchased the SaaS Services in respect of the correct number of Meters and/or Properties to be compliant with the Agreement and any such restrictions.

#### 4. **RELATED SERVICES**

4.1 Sycous will supply such further Services to the Customer as are set out in the "Related Services" section of the Order Form and/or agreed in writing by the parties from time to time to be supplied by Sycous ("**Related Services**").

4.2 In consideration for the supply of the Related Services the Customer will pay Sycous those Fees (calculated in accordance with Sycous' then-current rate card where no specific Fees are set out in the Order Form) which are notified by Sycous to the Customer in respect of the Related Services which the parties agree in writing from time to time are to be supplied by Sycous to the Customer.

4.3 The Related Services may take the form of some or all of the following:

4.3.1 configuration services;

4.3.2 the supply of training services;

4.3.3 the supply of data services to review and refine Customer Data; and

4.3.4 the supply of consultancy services.

#### 5. **CUSTOMER OBLIGATIONS**

##### **Customer Obligations**

5.1 The Customer will:

5.1.1 at all times comply with Applicable Law;

5.1.2 be solely responsible for ensuring that all Meters used in connection with the Services are compatible with the Services and Mabdeck Software;

5.1.3 once Sycous has provided User Administrator access to the Customer, be responsible for managing access to the SaaS Services and Mabdeck Software to ensure that only Permitted Users access and/or use the SaaS Services and Mabdeck Software;

5.1.4 except to the extent otherwise expressly set out in the Order Form, be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Mabdeck Portal;

5.1.5 not use any hardware (including Meters) and/or software in connection with the SaaS Services that have not been approved in advance by Sycous in writing;

5.1.6 be responsible for obtaining and maintaining appropriate and necessary licences and consents for any content and software which is not specified in the Agreement as to be supplied by Sycous; and

5.1.7 at its expense promptly provide all reasonable assistance requested by Sycous including:

- 5.1.7.1 providing Sycous with all data, configurations and other information as reasonably requested by Sycous and access to the Customer's systems and configurations as requested by Sycous to perform the Services (which may include access out of the Customer's normal working hours);
- 5.1.7.2 appointing a suitably qualified and experienced representative to act as Sycous's point of contact in relation to the Services;
- 5.1.7.3 following the reasonable recommendations and/or requests of Sycous;
- 5.1.7.4 co-operating fully with Sycous in respect of the Services and accurately and quickly answering all questions asked by Sycous in connection with performing the Services;
- 5.1.7.5 and providing suitable remote internet access to the Customer's systems to allow Sycous to perform any Support;
- 5.1.7.6 ensuring that the Customer at all times uses a compatible web browser and suitable internet connection(s) with the SaaS Services and otherwise uses systems as required by Sycous that meet all relevant System Requirements;
- 5.1.7.7 granting Sycous all necessary rights to access the premises, facilities, hardware, software and other items owned by or under the control of the Customer (including, without limitation, access to and use of its computers and telephone lines) which Sycous needs to access to perform its obligations and/or exercise its rights under the Agreement; and
- 5.1.7.8 providing such assistance and/or documentation as requested by Sycous in connection with all audits undertaken pursuant to clause 5.4.6 (at the Customer's cost);
- 5.1.8 notify Sycous in writing if it enters into negotiations or discussions with any of its creditors; and
- 5.1.9 ensure that at all times it, each Permitted User and each End Consumer all comply with the End User Licence Agreement, each element of the User Guide, the terms of the Agreement and any terms relating to third party software.
- 5.2 Subject to clause 11.1, Sycous shall have no Liability to the Customer for any problems, conditions, delays, delivery failures and all other loss or damage (i) arising from or relating to Customer's network connections or telecommunications links; (ii) caused by the internet; and/or (iii) caused by any hardware (including Meters) and/or software that has not been approved for use in connection with the SaaS Services in advance by Sycous in writing.
- 5.3 Any delay and/or breach of Sycous' obligations under the Agreement caused by the Customer's failure or delay in performing any of its obligations under the Agreement shall be the Customer's responsibility and:
  - 5.3.1 the date for performance by Sycous of any obligations which relate to and/or are dependent on such performance by the Customer will be extended by a period which is equal to the period of the Customer's delay;

- 5.3.2 Sycous will continue to invoice and the Customer will continue to pay the Fees; and
- 5.3.3 Sycous shall be entitled to charge its then-current standard rates for any wasted time or increased effort on its part that result from the Customer's failure to fully discharge any of its obligations promptly or at all, together with any reasonable additional costs and expenses that it incurs.

### **Scope of Services**

- 5.4 The Customer will ensure that:
  - 5.4.1 the number of Permitted Users that it authorises to access and use the SaaS Services and the User Guide shall not exceed the Maximum SaaS Threshold and/or any specified number of user licences it has acquired under the Agreement from time to time;
  - 5.4.2 it will not allow or suffer more than one person to the same log-in details to access the SaaS Services;
  - 5.4.3 each Permitted User shall keep a secure password for his use of the SaaS Services and User Guide, that such password shall be changed no less frequently than every 90 days and that each Permitted User shall keep his password confidential;
  - 5.4.4 the Permitted Users use the SaaS Services and the User Guide in accordance with the Agreement and shall be responsible for any Permitted User's breach of the terms of the Agreement;
  - 5.4.5 it shall maintain a written, up to date list of current Permitted Users and provide such list to Sycous within one Business Day of Sycous's written request at any time or times;
  - 5.4.6 it shall permit Sycous to audit the Customer's use of the SaaS Services, records, systems and/or premises in order to establish the name and password of each Permitted User and/or check whether the Customer is complying with its obligations under this Agreement and:
    - 5.4.6.1 provide Sycous with access to the Customer's use of the SaaS Services, records, systems and/or premises;
    - 5.4.6.2 permit Sycous to take copies of any and all records relating to the Customer's use of the SaaS Services, records, systems and/or premises; and
    - 5.4.6.3 procure that as requested by Sycous any and/or all of the Customer's personnel and Permitted Users are available to Sycous and provide such information to Sycous as requested by Sycous.
  - 5.4.7 if any audit referred to in clause 5.4.6 reveals that:
    - 5.4.7.1 any password has been provided to any individual who is not an Permitted User, then without prejudice to Sycous's other rights, the Customer shall promptly disable such passwords and Sycous shall not issue any new passwords to any such individual; and

- 5.4.7.2 the Customer has underpaid Fees to Sycous, then without prejudice to Sycous's other rights, the Customer shall pay to Sycous an amount equal to such underpayment as calculated in accordance with Sycous's then-current rate card rates within 10 Business Days of the date of the relevant audit.

### **Prohibited Acts**

- 5.5 The Customer shall not and will ensure that each Permitted User shall not:
  - 5.5.1 use any of the Services for any illegal, unlawful, offensive or immoral purpose; nor in a manner which constitutes a violation or infringement of the rights of any other party; or
  - 5.5.2 except as may be allowed by any Applicable Law which is incapable of exclusion by agreement between the parties:
    - 5.5.2.1 and except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services, Mabdeck Software and/or User Guide (as applicable) in any form or media or by any means; or
    - 5.5.2.2 attempt to reverse compile, disassemble, reverse engineer, make available and/or otherwise reduce to human-perceivable form all or any part of the Services and/or Mabdeck Software; or
  - 5.5.3 access all or any part of the Services, Mabdeck Software and User Guide in order to build, provide and/or make available a product or service which competes with the Services, Mabdeck Software and/or the User Guide; or
  - 5.5.4 use the Services, Mabdeck Software and/or User Guide to provide services to any third party; or
  - 5.5.5 except as expressly agreed by Sycous in writing, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, Mabdeck Software and/or User Guide available to any third party except the Permitted Users; or
  - 5.5.6 attempt to obtain, or assist third parties in obtaining, access to the Services and/or User Guide, other than as provided under the Agreement.
- 5.6 The Customer shall prevent any unauthorised access to, or use of, the Services and/or the User Guide and, in the event of any such unauthorised access or use, promptly notify Sycous.

## **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1 Subject to clauses 6.2 to 6.4, Sycous provides the Customer with Services only and
  - 6.1.1 the Customer shall obtain no ownership of or interest in any part of the Infrastructure and/or Sycous Items;

6.1.2 the Customer acknowledges and agrees all Intellectual Property Rights (whether registered or unregistered) in the Services and the Infrastructure vest and shall remain vested in Sycous and/or its licensors (as applicable) that its only right to any:

6.1.2.1 Mabdeck Software;

6.1.2.2 Mabdeck Portal;

6.1.2.3 User Guide(s);

6.1.2.4 software, hardware and/or documentation provided by or on behalf of Sycous; and/or

6.1.2.5 the Services and output(s) from the Services,

(together the "**Sycous Items**") is as expressly set out in the Agreement.

6.1.3 save for any Intellectual Property Rights in Customer Data, title to and all Intellectual Property Rights which come into existence as a result of the performance by Sycous of the Services and/or either party's obligations under the Agreement (including in or relating to the Sycous Items) are and will remain the exclusive property of Sycous and/or its licensors (as applicable).

6.2 Sycous grants to the Customer a non-exclusive, non-transferable, non-assignable licence, without the right to grant any sub-licence, for the Customer and the Permitted Users to use the SaaS Services and benefit from the other Services during the Term, but solely to the extent necessary for the Customer and the Permitted Users to enjoy the Services in the manner contemplated by the Agreement and for no other purpose.

6.3 All software provided for use by, or otherwise made available to, the Customer in connection with the Services is subject to the Agreement and any other terms and conditions made available to the Customer by Sycous. The Customer may not use the Services and/or any software provided by or on behalf of Sycous after the expiry or termination of the Term.

6.4 The Customer must not copy any software used in connection with the Services unless expressly permitted by the Agreement and it must not remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on any software provided by or on behalf of Sycous. Except where permitted by Applicable Law, the Customer may not reverse engineer, decompile or disassemble any software provided or made accessible by or on behalf of Sycous.

6.5 Without prejudice to Sycous's other rights and remedies, if any unauthorised use is made of the Sycous Items (or any part of them) by the Customer or, due to the Customer's act, omission or default, by any other person, the Customer will immediately be liable to pay Sycous an amount equal to the charges which Sycous would have levied had Sycous authorised the grant of a licence for such unauthorised use at the beginning of the period of such unauthorised use together with interest at the rate provided for in clause 10.5 from the date of such unauthorised use to the date of payment.

## 7. **WARRANTY**

7.1 Subject to clauses 7.2 and 7.3, during the Term, Sycous warrants that:

7.1.1 the Services (other than the SaaS Services and Support) will be performed substantially in compliance with the Specification;

- 7.1.2 Support will be performed substantially in compliance with the Support Description and with reasonable skill and care; and
  - 7.1.3 in respect of the SaaS Services, the functionality of the Mabdeck Software accessed through the SaaS Services will comply in all material respects with the Specification for such Mabdeck Software;
  - 7.1.4 it shall screen the SaaS Services for Viruses using anti-virus software; and
  - 7.1.5 it shall comply with Applicable Law in performing the Agreement.
- 7.2 The warranty at clause 7.1 shall not apply and Sycous provides no warranty to the extent of any non-conformance caused by Customer's use of the Services or the Mabdeck Software contrary to Sycous's instructions, or modification or alteration of the Services or the Mabdeck Software by any party other than Sycous.
- 7.3 Sycous:
- 7.3.1 does not warrant that Customer's use of the SaaS Services will be uninterrupted or error-free; or that the Services, User Guide and/or any information obtained by Customer through the Services will meet Customer's requirements and/or be complete and/or accurate; and
  - 7.3.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and Customer acknowledges that the SaaS Services and User Guide may be subject to limitations, delays and other problems inherent in the use of such networks and communications facilities.
- 7.4 In the event of a breach of the warranty in clauses 7.1.1, 7.1.2 and/or 7.1.3:
- 7.4.1 the Customer will give written notice of the breach to Sycous within 30 days after the Customer becomes aware of the breach and prior to expiry of the Term;
  - 7.4.2 subject to clause 11.1, Sycous's only liability and the Customer's sole and exclusive remedy:
    - 7.4.2.1 for a breach of the warranty in clause 7.1.3, shall be for Sycous to use all reasonable endeavours (at Sycous's cost) to:
      - (a) correct or repair the relevant Services and/or Mabdeck Software; or
      - (b) provide the Customer with a reasonable alternative means of accessing the functionality that would otherwise have been provided by the Services and/or Mabdeck Software;
    - 7.4.2.2 for a breach of the warranties in clause 7.1.1 and/or 7.1.2, shall be for Sycous to use all reasonable endeavours (at Sycous's cost) to re-perform the relevant Services within a reasonable timescale.
- 7.5 The Customer's only remedy for breach of the:
- 7.5.1 warranties at clauses 7.1.4 and/or 7.1.5; and/or
  - 7.5.2 obligation at clause 7.4,

will be in damages.

7.6 Except as provided in clause 7.1.3, the SaaS Services and User Guide are provided “as is” and “as-available,” and without warranties of any kind. Sycous and its vendors and licensors do not warrant that Customer’s use of the SaaS Services, Mabdeck Software or the User Guide will be uninterrupted or error free or that the SaaS Services, the Mabdeck Software, the User Guide or the information obtained by customer through the use of the SaaS Services will meet Customer’s requirements. Subject to clause 11.1 all warranties, conditions and other terms implied by law (whether by statute, common law or otherwise) are excluded from the Agreement.

## 8. **PRICING**

8.1 Sycous may invoice:

8.1.1 all SaaS Services Fees, Mabdeck Bespoke Integration Services, Set-up Fees and Support Fees in advance of the date on which such Services are to be performed by Sycous (“**Advance Fees**”); and

8.1.2 all other Fees and other sums due under the Agreement following performance of the Services to which such Fees or sums (as applicable) relate.

8.2 The Customer will pay all invoices for:

8.2.1 Advance Fees within 30 days from the date of the invoice and, in any event, in advance of the period and/or performance of the Services to which the Fees relate; and

8.2.2 all other Fees and other sums due under the Agreement within 30 days from the date of the relevant invoice.

8.3 All sums payable by the Customer under the Agreement are expressed exclusive of value added tax, which shall also be paid by the Customer at the prevailing rate subject to the provision by Sycous of a valid value added tax invoice.

8.4 Sycous will be entitled to vary the Fees at any time following the expiry of the Initial Term by giving at least 90 days’ prior written notice to the Customer. The variation will be effective from the start of the month following the month in which the notice expires (or, if later, the date specified in the notice) and will apply to the Services as specified in the notice.

8.5 If any sum payable under the Agreement is not paid on or before the due date for payment the Customer will pay to Sycous interest on that sum at 4% per annum above the base lending rate from time to time of the Bank of England from the due date until the date of payment (whether before or after judgment), such interest to accrue on a daily basis. The Customer will pay the interest together with the overdue sum.

8.6 The parties agree that clause 8.5 is a substantial remedy for late payment of any sum payable under this Agreement, for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

8.7 Save as otherwise expressly provided in the Agreement or required by law, all payments to be made by the Customer to Sycous under the Agreement will be made in full and without any set-off or any deduction or withholding including on account of any counter-claim.



8.8 If the Customer fails to make any payment due to Sycous under the Agreement on or before the due date Sycous will be entitled to suspend provision of the applicable Services until payment of all overdue sums has been made.

8.9 Any records maintained by Sycous that set out the Services provided to the Customer shall be deemed to be the definitive accurate record of the applicable Services provided.

## 9. **SUSPENSION**

9.1 Sycous will be entitled to suspend the supply of the Services (in whole or in part) in the following circumstances:

9.1.1 the Customer has failed to comply with the terms of the Agreement (including any obligation to pay Fees and/or sums due in accordance with clause 5.4.7.2);

9.1.2 if required by law or by any applicable governmental or regulatory body;

9.1.3 if the Services or Infrastructure or any part of them is subject to an attack or Virus;

9.1.4 if an unauthorised person acquires access to the Services or Infrastructure or any part of it;

9.1.5 there is a planned outage for operational, Support and/or maintenance reasons;

9.1.6 Sycous considers that such suspension is necessary for Emergency Maintenance;

9.1.7 acting reasonably, it deems suspension necessary due to a Force Majeure Event or an emergency;

9.1.8 if it reasonably believes that the Services are being used in breach of the Agreement;

9.1.9 if the Customer fails or delays in co-operating with Sycous's investigation into any suspected breach of the Agreement;

9.1.10 Sycous has a right to terminate the Agreement and/or Services under the provisions of the Agreement; or

9.1.11 if there is an event in respect of which Sycous reasonably believes that the suspension of the Services is necessary to protect the Services, the Customer or Sycous's other customers.

9.2 If Sycous suspends any Services under clause 9.1, the Customer may not have access to Customer Data for the duration of such suspension and/or following any termination of the Services and/or the Agreement.

9.3 Subject to clause 9.4, Sycous will end any such suspension as soon as reasonably practicable after the event or circumstance requiring the suspension has ceased. Sycous may charge the Customer a reasonable reinstatement fee (at Sycous's discretion) upon reinstatement of any Services that have been suspended.

9.4 In the event that Sycous suspends any Services as a result of the Customer's breach of the Agreement, Sycous will reinstate the Services upon the Customer having:

9.4.1 satisfied any reasonable conditions (if any) imposed by Sycous as conditions to such reinstatement of the Services; and

9.4.2 paid all overdue sums (plus any applicable interest) to Sycous where such breach relates to the Customer's failure to pay or late payment of Fees.

9.5 Sycous may terminate any Service(s) in the event that Sycous has suspended such Service(s) pursuant to its rights under the Agreement and, acting reasonably, has not lifted such suspension within 14 days of the date upon which it first took effect.

9.6 Any suspension of the Services pursuant to this clause 9 shall not constitute a waiver of any of Sycous's rights or remedies.

## 10. **TERM AND TERMINATION**

10.1 The Agreement shall commence on the Commencement Date and will continue until the expiry of the Initial Term and thereafter until terminated by either party giving not less than 30 days' written notice to that effect to the other party, such notice to expire at 11:59pm on the final day of the Initial Term or any subsequent anniversary of the expiry of the Initial Term.

10.2 If a party:

10.2.1 commits a material breach of the Agreement which cannot be remedied; or

10.2.2 commits a material breach of the Agreement which can be remedied but fails to remedy that breach within thirty (30) days of a written notice referring to this clause 10.2, setting out the breach and requiring it to be remedied being given by the other party,

the other party may terminate the Agreement at any time by giving not less than 30 days' prior written notice to that effect to the party in breach provided that such termination notice must be given within 180 days following the relevant material breach.

10.3 A material breach can be remedied if the party in breach can comply with the relevant obligation in all respects other than as to time of performance.

10.4 The provisions of clause 10.2 will not apply to any failure by the Customer to make any payment due to Sycous under the Agreement on or before the due date. Clause 10.5.1 will apply instead to any such failure.

10.5 Sycous may terminate any Services and/or the Agreement at any time by giving not less than 30 days' written notice to that effect to the Customer if:

10.5.1 the Customer fails to make any payment due to Sycous under the Agreement on or before the applicable due date;

10.5.2 if Sycous is no longer permitted by Applicable Law to provide the Services to the Customer and/or otherwise perform its obligations under the Agreement.

10.6 Either party may terminate the Agreement immediately by giving written notice to that effect to the other party if the other party becomes Insolvent.

10.7 The Customer will notify Sycous immediately upon becoming Insolvent.

10.8 In the event that the Agreement expires or is terminated for any reason, the Customer will not be entitled to any refund of any Fees or rates paid to Sycous.

10.9 Following the Termination Date:

- 10.9.1 the following provisions will continue in force: Clauses 1, 2.9, 2.14, 5, 6, 7, 8, 10.8, 10.9, 11 to 13, 15, and 17 to 26 together with any other provisions which expressly or impliedly continue to have effect after expiry or termination of the Agreement;
- 10.9.2 all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the Termination Date;
- 10.9.3 except where this Agreement is terminated by Sycous in accordance with clauses 10.2, 10.5 or 10.6, Sycous will as soon as reasonably practicable provide the Customer with one copy (in .csv format) of the data relating to the Customer's use of the Services (as Sycous is required to provide to the Customer in accordance with the Specification for the relevant Service(s)) as are held by Sycous at the Termination Date;
- 10.9.4 Sycous will be entitled to invoice all Fees which have been incurred but which have not yet been invoiced; and
- 10.9.5 all invoices (including any invoices issued under clause 10.9.3) will become immediately due and payable by the Customer.

## 11. **LIMITATION OF LIABILITY**

- 11.1 Nothing in these Conditions or the Agreement will operate to exclude or restrict one party's Liability (if any) to the other:
  - 11.1.1 for death or personal injury resulting from its negligence or the negligence of a person for whom it is vicariously liable (negligence being as defined in section 1(1) Unfair Contract Terms Act 1977);
  - 11.1.2 for its fraud or fraudulent misrepresentation or fraud or fraudulent misrepresentation by a person for whom it is vicariously liable;
  - 11.1.3 for breach of its obligations arising under section 12 Sale of Goods Act 1979;
  - 11.1.4 for breach of its obligations arising under section 2 Supply of Goods and Services Act 1982;
  - 11.1.5 for breach of its obligations arising under section 8 Supply of Goods (Implied Terms) Act 1973; or
  - 11.1.6 for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.
- 11.2 Subject to clause 11.1, Sycous's maximum aggregate Liability which arises from all acts, events, omissions and/or circumstances which occur in relation to the Agreement in each twelve (12) month period commencing on the Commencement Date and each anniversary of such date will be limited to £15,000 (fifteen thousand pounds).
- 11.3 Sycous will have no liability to the Customer for any:
  - 11.3.1 loss of profit (whether direct, indirect or consequential);
  - 11.3.2 loss of revenue, loss of production or loss of business (in each case whether direct, indirect or consequential);

- 11.3.3 loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct, indirect or consequential);
  - 11.3.4 loss of anticipated savings or loss of margin (in each case whether direct, indirect or consequential);
  - 11.3.5 the Customer's liability to third parties (whether direct, indirect or consequential);
  - 11.3.6 loss of use or value of any data or software (whether direct, indirect or consequential);
  - 11.3.7 wasted management, operational or other time (whether indirect or consequential);
  - 11.3.8 loss or damage arising out of any failure by the Customer to keep full and up to date security copies of any computer program and data held or used by the Customer or on the Customer's behalf (whether direct, indirect or consequential);
  - 11.3.9 indirect, consequential or special loss; or
  - 11.3.10 loss arising out of any Excluded Event,
- subject always to clause 11.1.

11.4 This Customer is solely responsible for any Liability and Sycous will have no Liability:

- 11.4.1 arising out of or in connection with any transactions of any kind entered into between the Customer and any third party using or relying on the Services and the Customer shall fully indemnify and hold harmless Sycous against any and all costs (including legal costs), expenses, liabilities, losses, damages, claims, demands and judgments which Sycous does or will incur or suffer arising out of or in connection with any such transactions; and
- 11.4.2 caused by errors or omissions in any information or instructions provided to Sycous by or on the Customer's behalf, or any acts or omissions of Sycous resulting from the Customer's direction or instructions.

11.5 Notwithstanding any other term of the Agreement, Sycous will not be in breach of the Agreement and will have no Liability to the Customer to the extent that its failure to perform or delay or defect in performance of its obligations (including its obligation(s) to provide the Services in accordance with the terms of the Agreement) arises as a result of:

- 11.5.1 any breach by the Customer of the Customer obligations contained in the Agreement;
- 11.5.2 Sycous relying on any incomplete or inaccurate data provided by the Customer or a third party;
- 11.5.3 the failure of or any fault in (i) any of the Customer's and/or any third party's equipment including Meters (except to the extent that such failure of or any fault is a direct result of a defect in equipment has been supplied to the Customer by Sycous); and/or (ii) any software other than software which is supplied or supported by Sycous;
- 11.5.4 a Force Majeure Event;
- 11.5.5 the Customer's use of a Service after Sycous has advised the Customer that such Service and/or hardware, software and/or other services relating to that Service will require modification in order for the Service to comply with the terms of the

Agreement, where the Customer has not made such modification(s) as advised by Sycous;

11.5.6 the Customer's use of a preview, pre-release, beta or trial version of a Service and/or any Mabdeck Software (as applicable, including any features or functionality of such Service and/or Mabdeck Software) where Sycous has notified the Customer in advance that such Service and/or Mabdeck Software is a preview, pre-release, beta or trial version and that such preview, pre-release, beta or trial version should not be relied upon;

11.5.7 the Customer's failure to:

11.5.7.1 ensure that the Customer's software, hardware and systems properly interface with each relevant application programming interface made available by Sycous at all times;

11.5.7.2 adhere to any required configurations;

11.5.7.3 use supported platforms;

11.5.7.4 follow any acceptable use or other policies notified to the Customer in advance in writing,

11.5.7.5 use of the Service and/or Mabdeck Software in a manner consistent with:

(a) the features and functionality of the Service (including, any attempts to perform operations that are not supported); and/or

(b) Sycous' published guidance for such Service and/or Mabdeck Software.

11.5.8 Planned Maintenance and/or Emergency Maintenance; and/or

11.5.9 Sycous complying with any instruction or request by the Customer or one of the Customer's employees,

(each an "**Excluded Event**").

11.6 Nothing in this clause 11 will prevent or restrict the right of a party to seek injunctive relief or specific performance or other discretionary remedies of the court.

11.7 The parties agree that that the allocation of risk in this clause is a fair and equitable position in respect of the allocation of risks in light of the nature of the Services and the level of Fees recoverable by Sycous in respect of such Services.

11.8 The exclusions from and limitations of liability contained in this clause 11 will apply after as well as before the Termination Date. Any act, event, omission or circumstance which occurs after any such Termination Date but in respect of which Sycous is nevertheless liable will be deemed to have occurred in the last Year of the Agreement.

11.9 The exclusions from, and limitations of, liability set out in this clause 11 will be considered severally. The invalidity or unenforceability of any one sub-clause or clause will not affect the validity or enforceability of any other sub-clause or clause and will be considered severable from each other.

## 12. **CONFIDENTIALITY**

12.1 In the Agreement "**Confidential Information**" means, subject to clause 12.5:

12.1.1 any information (whether written, oral, in electronic form or in any other media) that is disclosed in connection with the Services and/or Agreement by or on behalf of a party (the "**Discloser**") to the other party (the "**Recipient**") and that relates (in whole or in part) to the Discloser or its business; and

12.1.2 the terms of or subject matter of the Agreement or any discussions or documents in relation to it, and in respect of such information each party will be deemed to be a Recipient.

For the avoidance of doubt, any application programming interfaces ("**APIs**") (including any API endpoints) made available by Sycous shall constitute Sycous's Confidential Information.

12.2 The Recipient will subject to clauses 12.3 and 12.5:

12.2.1 keep the Confidential Information secret and will only disclose it in the manner and to the extent expressly permitted by this clause 12;

12.2.2 use the Confidential Information solely for the purpose of performing its obligations and exercising its rights under the Agreement; and

12.2.3 keep the Confidential Information safe and secure and apply to it documentary and electronic security measures that match or exceed those the Recipient operates in relation to its own confidential information and will never exercise less than reasonable care.

12.3 The Recipient may disclose Confidential Information to the extent required by law or by any governmental or regulatory authority (including any stock exchange or listing authority or the Panel on Takeovers and Mergers). Where lawful the Recipient will notify the Discloser in writing in advance of such disclosure, will consult with the Discloser as to the content, purpose and means of disclosure and will seek to make such disclosure subject to obligations of confidence consistent, so far as reasonably possible, with the terms of the Agreement.

12.4 Sycous may disclose Confidential Information to those Sycous Representatives who need access to that Confidential Information in connection with Sycous's performance of its obligations under the Agreement and in order for Sycous's rights under the Agreement to be exercised. Prior to any such disclosure Sycous will make the Sycous Representative(s) aware of the fact that the Confidential Information is confidential and the obligations of confidentiality contained in this clause 12. The Recipient will take reasonable steps to procure that each of the Sycous Representatives will not do or omit to do anything which if done or omitted to be done by Sycous would constitute a breach of this clause 12.

12.5 Subject to clause 12.6, the Recipient's obligations under this clause 12 will not extend to Confidential Information which:

12.5.1 the Discloser agrees in writing is not Confidential Information;

12.5.2 at the time of disclosure was in the public domain or subsequently enters into the public domain other than as the direct or indirect result of a breach of this clause 12 by the Recipient;

12.5.3 the Recipient can prove:

12.5.3.1 has been received by the Recipient at any time from a third party who did not acquire it in confidence and who is free to make it available to the Recipient; or

12.5.3.2 was independently developed by the Recipient without any breach of the Agreement.

12.6 Clause 12.5.3 will not apply to the Confidential Information referred to in clause 12.1.2.

12.7 The Recipient acknowledges and agrees that damages alone would not be an adequate remedy for breach of this clause 12 by the Recipient. Accordingly, the Discloser will be entitled, without having to prove special damages, to equitable relief (including injunction and specific performance) for any breach or threatened breach of this clause 12 by the Recipient.

### 13. **SECURITY AND CUSTOMER DATA**

13.1 Consistent with Applicable Law, Sycous will maintain and enforce administrative, technical and physical safeguards to provide protection against unlawful loss of and unauthorised access to the Customer Data.

13.2 The Customer will ensure that:

13.2.1 all account details, including logins, passwords and any associated security information are kept secure and confidential;

13.2.2 nobody accesses any element of the Services using such details unless expressly authorised by the Customer.

13.3 Sycous's Compliance with ISO/IEC 27001:2013 is the only security provided by Sycous for the Services. The Customer is solely responsible for:

13.3.1 determining whether that security is sufficient for its purposes; and

13.3.2 implementing any other security measures it deems necessary and/or appropriate.

13.4 Sycous reserves the right to monitor use of the Services to ensure that the Customer is complying with the terms and conditions of the Agreement.

13.5 Sycous may:

13.5.1 report to the relevant regulatory authorities any conduct by the Customer and/or Permitted Users that Sycous believes is in breach of any Applicable Law; and

13.5.2 provide information about the Customer's and Permitted Users' use of the Services and access to Customer Data in response to any request by any relevant regulatory authority.

13.6 The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

- 13.7 Save only to the extent that the Specification expressly states that the Services include back-up, storage and/or recovery of Customer Data, the Customer is solely responsible for the back-up, storage, recovery and integrity of the Customer Data.
- 13.8 In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for Sycous to use reasonable endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by (i) Sycous to the extent that such Customer Data is held by Sycous through the provision of Services; and/or (ii) the Customer in all other circumstances. Sycous shall not be required to restore more than one previous full iteration of the Mabdeck Software and/or data containing the relevant lost or damaged Customer Data and shall not be required to restore one or more individual lost or damaged files. Sycous shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Sycous to perform services related to Customer Data maintenance and back-up).
- 13.9 In clauses 13.10 to 13.12, the terms "**Data**", "**Personal Data**", "**Process(ing)**", "**Data Subject**", "**Data Controller**" and "**Data Processor**" shall have the same meaning as in the Data Protection Act 1998 and any modification or re-enactment thereof.
- 13.10 The parties acknowledge that Sycous may have access to Personal Data in respect of which the Customer is the Data Controller and Sycous is the Data Processor when carrying out its obligations under the Agreement.
- 13.11 If Sycous processes any Personal Data on the Customer's behalf when performing its obligations under the Agreement, the parties record their intention that the Customer shall be the Data Controller and Sycous shall be a Data Processor and in any such case:
- 13.11.1 each party shall take appropriate technical and organisational measures against unauthorised or unlawful Processing of the Customer's and Permitted User's Personal Data and against accidental loss or destruction of, or damage to, such Personal Data;
- 13.11.2 Sycous will process the Personal Data only for the purpose of supplying the Services to the Customer and in accordance with the Customer's reasonable written instructions from time to time; and
- 13.11.3 except to the extent that the Services are accessed by a Permitted User from outside the European Economic Area (as defined in the Data Protection Act 1998) ("**EEA**"), Sycous shall not transfer the Personal Data outside the EEA without the prior written consent of the Customer, such consent not to be unreasonably withheld or delayed.
- 13.12 The Customer shall ensure that:
- 13.12.1 at all times it:
- 13.12.1.1 holds and maintains all necessary consents and authorisations (including from Permitted Users) and has provided all necessary fair processing notices; and
- 13.12.1.2 complies with all Data Protection Laws,
- in each case to enable Sycous to lawfully receive, store, disclose and/or use all Personal Data (whether itself or by a third party acting on its behalf) for the purpose of performing its obligations and exercising its rights under the Agreement and as otherwise contemplated by the parties from time to time; and



13.12.2 it will not cause Sycous to be in breach of any Data Protection Laws whether by reason of any act or omission by the Customer or any of its directors, governors, officers, employees or subcontractors.

#### 14. **FORCE MAJEURE**

14.1 A party will not be in breach of these Conditions, the Agreement or otherwise liable to the other party for any failure to perform or delay in performing its obligations (other than a payment obligation) to the extent that such failure or delay is due to a Force Majeure Event.

14.2 If a Force Majeure Event occurs, the party affected will:

14.2.1 as soon as reasonably practicable after becoming aware of the Force Majeure Event give the other party written notice of the occurrence, anticipated duration and impact of the Force Majeure Event;

14.2.2 use reasonable endeavours to mitigate the effects of the Force Majeure Event, to continue to perform the affected obligations notwithstanding the occurrence of the Force Majeure Event; and

14.2.3 continue to perform all of its obligations under the Agreement the performance of which are not affected by the Force Majeure Event.

14.3 A party will not be in breach of the Agreement or otherwise liable to the other party for any failure to perform or delay in performing its obligations under the Agreement to the extent that this is due to a Force Majeure Event affecting the other party.

#### 15. **DISPUTE MANAGEMENT**

15.1 Subject to clauses 15.5 and 15.6, neither party may during the Term commence proceedings in relation to a dispute (a "**Dispute**") that arises out of or in connection with this Agreement (including in relation to any non-contractual obligations) unless that party has:

15.1.1 served a written notice (a "**Referral Notice**") on the other party notifying it of the relevant Dispute; or

15.1.2 already received a Referral Notice from the other party in relation to the same Dispute.

15.2 Following service of a Referral Notice in relation to a Dispute, each party will respectively procure that such Dispute will be referred for resolution to the Operations Manager (or any person in a more senior role) for the time being on behalf of Sycous and the First Point of Escalation for the time being on behalf of the Customer. Those representatives will meet at the earliest convenient time and in any event within seven days of the date of service of the relevant Referral Notice and will negotiate in good faith and attempt to resolve the Dispute.

15.3 If a Dispute has not been resolved within seven days of the date of service of the relevant Referral Notice each party will respectively procure that such Dispute be referred for resolution to the Managing Director for the time being on behalf of Sycous and the Second Point of Escalation for the time being on behalf of the Customer. Those representatives will meet at the earliest convenient time and in any event within 14 days of the date of service of the relevant Referral Notice and will negotiate in good faith and attempt to resolve the Dispute.

15.4 If a Dispute is not resolved within 14 days of service of the relevant Referral Notice either party may commence proceedings in accordance with clause 15 or, if both parties agree in writing to do

so, the parties will attempt to settle the Dispute by mediation in accordance with the CEDR Model Mediation Procedure. The provisions of this clause 15.4 are without prejudice to any right that either party may have to damages in respect of any breach by the other party of clauses 15.2 and 15.3. Either party may withdraw from mediation at any time.

15.5 Nothing in this clause 15 will prevent or delay either party from:

15.5.1 seeking orders for specific performance, interim or final injunctive relief;

15.5.2 exercising any rights it has to terminate this Agreement; or

15.5.3 commencing any proceedings where this is necessary to avoid any loss of a claim due to the rules on limitation of actions.

15.6 Nothing in this clause 15 will prevent or delay Sycous from:

15.6.1 commencing any proceedings in relation to infringement of its Intellectual Property Rights; or

15.6.2 commencing any proceedings for non-payment of disputed invoices.

## 16. **ASSIGNMENT AND SUBCONTRACTING**

16.1 The Customer will not be entitled to assign, transfer, charge, hold on trust for any person or deal in any other manner with any of its rights under the Agreement without Sycous's prior written consent.

16.2 If there is an assignment pursuant to clause 16.1 the liability of Sycous to the assignee will not be greater than its liability to the Customer would have been in respect of the assigned rights.

16.3 The Customer will not be entitled to sub-contract any of its obligations under the Agreement.

16.4 Sycous will be entitled to assign, transfer, charge, hold on trust for any person and deal in any other manner with any of its rights under the Agreement. Sycous will be entitled to sub-contract any of its obligations under this Agreement.

## 17. **NOTICE**

17.1 Subject to clause 17.5, any notice or other communication given under or in connection with the Agreement will be in writing, in the English language, marked for the attention of the specified representative of the party to be given the notice or communication and:

17.1.1 sent by pre-paid first class post or recorded delivery to that party's address;

17.1.2 delivered to or left at (but not, in either case, by post) that party's address;

17.1.3 sent by facsimile to that party's facsimile number (with a copy sent by pre-paid first class post or recorded delivery to that party's address within 24 hours after sending the facsimile); or

17.1.4 sent by e-mail to that party's e-mail address (with a copy sent by pre-paid first class post or recorded delivery to that party's address within 24 hours after sending the e-mail).

- 17.2 The address, facsimile number and representative for each party are set out in the Order Form and may be changed by that party giving at least 14 Business Days' notice in accordance with this clause 17.
- 17.3 Any notice or communication given in accordance with clause 17.1 will be deemed to have been served:
- 17.3.1 if given as set out in clause 17.1.1 at 9:00 am on the third Business Day after the date of posting;
  - 17.3.2 if given as set out in clause 17.1.2 at the time the notice or communication is delivered to or left at that party's address; and
  - 17.3.3 if given as set out in clause 17.1.3, at the time of confirmation of completion of transmission of the facsimile by way of a transmission report;
  - 17.3.4 if given as set out in clause 17.1.4, at the time of sending (except that if an automatic electronic notification is received by the sender within 24 hours after sending the e-mail informing the sender that the e-mail has not been delivered to the recipient, that e-mail will be deemed not to have been served);

provided that if a notice or communication is deemed to be served before 9.00am on a Business Day it will be deemed to be served at 9.00am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 5.00pm on a Business Day it will be deemed to be served at 9.00am on the immediately following Business Day.

- 17.4 To prove service of a notice or communication it will be sufficient to prove that the provisions of clause 17.1 were complied with.
- 17.5 This clause 17 will not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.

18. **WAIVER**

A delay in exercising or failure to exercise a right or remedy under or in connection with the Agreement will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default

19. **SEVERANCE**

- 19.1 If any term of the Agreement is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Agreement and this will not affect the remainder of the Agreement which will continue in full force and effect.

20. **VARIATION**

- 20.1 The Agreement may only be varied or amended in writing and any such variation or amendment must be by a duly authorised representative of each of the parties.

21. **NO PARTNERSHIP OR AGENCY**

21.1 Nothing in the Agreement and no action taken by the parties in connection with it will create a partnership or joint venture or relationship of employer and employee between the parties or give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.

22. **INDEPENDENT CONTRACTORS**

22.1 Each party agrees that it is an independent contractor and is entering into the Agreement as principal and not as agent for or for the benefit of any other person.

23. **RIGHTS CUMULATIVE**

23.1 Sycous's rights and remedies set out in the Agreement are in addition to and not exclusive of any rights and remedies provided by law.

24. **RIGHTS OF THIRD PARTIES**

24.1 The parties to the Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

25. **ENTIRE AGREEMENT**

25.1 The Agreement contains the entire understanding between the parties with respect to its subject matter and neither party will have any remedy in respect of any misrepresentation, representation or statement which is not expressly set out in the Agreement.

25.2 Each party acknowledges that it is not entering into the Agreement in reliance on any representation of the other except those contained in the Agreement.

25.3 Nothing in clauses 25.1 or 25.2 will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

26. **GOVERNING LAW AND JURISDICTION**

26.1 The Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed and interpreted in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English courts.



## Schedule 2 to Order Form

### Processing of Personal Data and Data Subjects

#### 1. SCOPE

1.1 The Scope of Data Processing is detailed under Background of the Order Form.

#### 2. NATURE OF PERSONAL DATA AND PROCESSING

2.1 Mabdeck Software collects data from Meters, importing and storing this data for the purposes of validation of the data and usage for Mabdeck Software and Customer processes, including reporting of data and charging of end users.

2.2 Data is collected and uploaded by the Customer, including Personal Data, for the purposes of reporting and charging of end users.

2.3 All data transferred onto Mabdeck Software is stored in a standardised format for the purposes of reporting and charging of end users.

2.4 All data is made available and managed by the Customer through Mabdeck Software.

#### 3. PURPOSE OF PROCESSING

3.1 The purpose of processing Personal Data in Mabdeck Software is dependent on the modules selected in the Order Form.

3.2 If Data Ingestion Module is selected, this will allow data to be imported automatically or manually from Meters, other 3rd Parties or manually entered by Permitted Users. This data will be processed to a standardised format and be available through the Mabdeck Software to Permitted Users. The purpose of this processing would be to allow data to be used for reporting of data and charging of end users.

3.3 If Mabdeck (Reporting) Module Service is selected, this will allow data imported through the Data Ingestion above to be used for the purpose of reporting and analysis, including statistical analysis and estimates of utility meter data.

3.4 If Mabdeck (Billing) Module Service is selected, this will allow data imported through the Data Ingestion above to be used for the purpose of charging end users for utility usage, payment management and the management of corresponding arrears.

3.5 If Mabdeck (PAYG) Module Service is selected, this will allow data imported through the Data Ingestion above as well as any 3rd party Head-End-System (HES) to be used for the purpose of charging residents for utility usage and payment management.

3.6 If Mabdeck Bespoke Integration or Related Services is selected the purpose of processing is entirely dependent on the information set out in the Order Form.

3.7 Data on the operation of Mabdeck Software by Permitted Users is stored for the purpose of audit tracking and system management.

#### 4. DURATION OF THE PROCESSING

4.1 Personal Data stored in Mabdeck Software will be stored for the duration of the agreement, or for a period of 7 years, whichever is soonest. Upon termination of the Agreement all Personal Data

will be accessible for download through the Mabdeck Software and will then be deleted within 30 days by Sycous, unless it is required to be stored by any Applicable Law.

5. **TYPES OF PERSONAL DATA AND DATA SUBJECT**

5.1 The Personal Data stored in Mabdeck Software will be imported through other 3rd party systems or by Permitted Users.

5.2 The Personal Data processed and stored includes:

<b>Personal Data</b>	<b>Purpose of Data</b>	<b>Categories of Data Subject</b>
Permitted User Full Name, Email Address and Contact Telephone Number	Allowing access to Mabdeck Software and for providing technical support and user updates.	Customer Permitted User
IP Addresses, MAC Address and Computer Name	Monitoring of devices accessing Mabdeck Software for the purpose of security management and trend analysis	Customer Permitted User End Users
Meter data	Analysis and processing for the reporting of data and charging of end users. This is collected and stored on the frequency set out in the Order Form.	End Users having provided consent to the Customer
End User Full Name	Analysis and display of meter data for the purposes of linking data to individual end users and for the management of individual user accounts.	End Users having provided consent to the Customer
Address(s)	Analysis and display of meter data for the purposes of linking data to individual addresses and for the purpose of sending billing and other information relating to utility supplies.	End Users having provided consent to the Customer
End User Email Address	Providing an end user login to the Mabdeck Software for the purpose of viewing and managing their own utility account. This will include communications relating to when information or bills are available.	End Users having provided consent to the Customer
End User Telephone Number	Contacting consumers in relation to their utility account, including the collection of arrears or where maintenance is required.	End Users having provided consent to the Customer
Payment Card Number	Provision of a payment card number which can be used in	End Users having provided consent to the

	Customer specified locations for the purpose of payments towards end user utility accounts.	Customer
End User Bank Account Sort Code and Account Number	Allowing Direct Debit payments to be set-up, managed and cancelled by the Customer for the purpose of payments towards end user utility accounts.	End Users having provided consent to the Customer
Utility Supply Information	Storage of utility supply information, such as the utilities supplied to individual addresses and associated unique reference numbers or other identifiers.	End Users having provided consent to the Customer
Utility Payment Information	Collection of payment information for the purpose of managing end user utility accounts and arrears management.	End Users having provided consent to the Customer

## 6. **APPOINTMENT OF A SUBPROCESSOR**

6.1 The parties agree that Sycous may appoint the following Sub-Processors;

- 6.1.1 Docmosis – for the purpose of document rendering.
- 6.1.2 Element IoT – for the purpose of IoT device data collection
- 6.1.3 Microsoft Azure – for the purpose of data hosting
- 6.1.4 Amazon AWS – for the purpose of data hosting
- 6.1.5 DocMail – for the purpose of Print and Postage Services
- 6.1.6 PayPoint – for the purpose of Payment Processing
- 6.1.7 Worldpay – for the purpose of Payment Processing
- 6.1.8 Secure Trading – for the purpose of Payment Process
- 6.1.9 GoCardless for the purpose of Payment Processing
- 6.1.10 Essendex – for the purpose of opt-in SMS notifications
- 6.1.11 Guru Systems – for the purpose of PAYG HES provision
- 6.1.12 Secure Meters – for the purpose of PAYG HES provision
- 6.1.13 Big Change Apps - for the purpose of maintenance management

6.2 Any notification of changes or amendments to the Sub-Processors will be notified to the Customer by email.



## Support Schedule

In this Support Schedule, “you” means the Customer, “your” means the Customer’s and the following words and expressions have the following meanings unless the context otherwise requires:

- “Helpdesk”** Sycous’s helpdesk facility accessed via telephone on +44(0)1133604776 or by emailing [help@mabdeck.com](mailto:help@mabdeck.com) or such other access details as notified to the Customer by Sycous in writing from time to time
- “Mabdeck Error”** an error, fault or which causes the SaaS Services (or any part of them) to fail to conform in any material respect to the relevant Specification
- “Mabdeck Error Corrections”** repairs, corrections, adjustments, bug-fixes, workarounds, patches, modifications and/or additions to the Mabdeck Software and/or SaaS Services (or any part of them) that fix Mabdeck Errors
- “Support Hours”** 08:30am – 5:30pm on Business Days; and references to a number of Support Hours will mean a period of time during Support Hours (by way of example only, 3 Support Hours commencing at 4:00 pm on a Tuesday will end at 11:00 am on Wednesday)
- “Unavailable”** the SaaS Services and/or Mabdeck Software will be “Unavailable” when the Customer is unable to access and use a material part of their functionality as set out in the relevant Specification; and “**Unavailability**” will be construed accordingly

### 1. Support Services

- 1.1 Sycous will provide Support as set out in and subject to the terms and conditions of this Support Schedule.
- 1.2 If you discover a Mabdeck Error, your User Administrator must contact Sycous via the Helpdesk during Support Hours, promptly and in any event within not more than two Business Days of discovery, and will inform Sycous of the nature of the Mabdeck Error and provide Sycous with all such additional information, including examples of the occurrence of the Mabdeck Error, as is available to you.
- 1.3 Sycous will allocate a category in accordance with the criteria set out in paragraph 1.4 to each Mabdeck Error that the Customer informed to Sycous in accordance with paragraph 1.2.
- 1.4 Sycous will use reasonable endeavours to provide a response in respect of each informed Mabdeck Error in accordance with the following timescales. For these purposes, the provision of a “response” means Sycous giving its initial assessment of the cause of the Mabdeck Error and the possible methods of fixing the Mabdeck Error.

Category	Criteria	Target Response Time
A	All SaaS Services are Unavailable	4 Working Hours
B	Some but not all SaaS Services are Unavailable or intermittent Unavailability	8 Working Hours

	across all or some of the SaaS Services	
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1.5 You must:

- 1.5.1 promptly provide Sycous, on request, with all information, assistance, materials and resources that Sycous may reasonably require from time to time in connection with the provision of the Support and the performance of Sycous's obligations under this Schedule;
- 1.5.2 provide all necessary access to your sites and any relevant systems and hardware to enable Sycous to comply with its Support obligations;
- 1.5.3 take all necessary precautions to protect the health and safety of Sycous's personnel whilst they are at your sites or any other premises under your possession or control;
- 1.5.4 maintain complete, up to date, reproducible and accurate backup copies of all data, programs and electronic records held by you;
- 1.5.5 permit Sycous to provide Support on-line or by other remote means and accordingly provide Sycous with such remote access to your information technology systems and facilities as is required by Sycous and give Sycous any necessary security or other authorisations required; and
- 1.5.6 comply with Sycous's specified operating and trouble-shooting procedures notified by Sycous from time to time in respect of any Mabdeck Errors discovered.

2. **Support Exclusions and Limitations**

2.1 Support will not be provided in respect of any SaaS Services and/or Mabdeck Software which:

- 2.1.1 have been altered or modified by any person other than Sycous;
- 2.1.2 have been subject to misuse, neglect, damage or accident;
- 2.1.3 have not been used in compliance with the User Guide;
- 2.1.4 are previews, pre-releases, beta or trial versions; or
- 2.1.5 have been used in conjunction with any Meters, hardware or software other than Meters, hardware and software approved by Sycous in writing.

2.2 Support will not be provided in respect of any Mabdeck Error to the extent that Mabdeck Error is caused or exacerbated by:

- 2.2.1 a Virus;
- 2.2.2 your failure to implement, or incorrect or incomplete implementation of, a Mabdeck Error Correction provided by Sycous;
- 2.2.3 your failure to follow Sycous's recommendations or advice;
- 2.2.4 your failure to have and maintain all necessary third party licences and consents for any content and software which is not specified in the Agreement as to be supplied by Sycous;
- 2.2.5 the internet and/or your failure to maintain suitable network connections and telecommunications links (including inadequate bandwidth) from your systems to the Mabdeck Portal;
- 2.2.6 your failure to adhere to any required configurations, use supported platforms and/or follow any policies for acceptable use in each case as required and notified to you by Sycous;

- 2.2.7 your use of the SaaS Services in a manner inconsistent with the features and functionality of the SaaS Service or Mabdeck Software (for example, attempts to perform operations that are not supported) or inconsistent with Sycous' published guidance;
  - 2.2.8 your failure to comply or delay in complying with any of your obligations under the Agreement; or
  - 2.2.9 any request (e.g. a reporting request) of the Mabdeck Software and/or SaaS Services that involves over 10,000 data records.
- 2.3 The Support does not include:
- 2.3.1 the provision of technical advice or guidance or training on use of the SaaS Services and/or Mabdeck Software;
  - 2.3.2 the provision of Mabdeck Error correction in respect of Mabdeck Errors which the Customer does not inform Sycous about in accordance with paragraph 1.2; or
  - 2.3.3 attendance by Sycous at any of your sites.
- 2.4 Sycous may agree, but will not be obliged, to provide software support and maintenance services which are excluded under paragraphs 2.1 to 2.3 if requested by you. If Sycous agrees to provide any such software support and maintenance services, you will pay Sycous's fees for the provision of such software support and maintenance services on a time and materials basis calculated by reference to Sycous's then-current standard rates.

## Data Ingestion SaaS Service Schedule

In this Data Ingestion SaaS Service Schedule, “you” means the Customer, “your” means the Customer’s and the following words and expressions have the following meanings unless the context otherwise requires:

<b>“Data Ingestion Documentation”</b>	the documentation and instructions for the “Data Ingestion” module as made available to the Customer by Sycous through the Mabdeck portal or such other access details as notified to the Customer by Sycous in writing from time to time
<b>“Ingestion Data”</b>	the Customer Data that the Customer wishes to import for use with the Mabdeck Software using the Data Ingestion SaaS Services
<b>“Maximum Data Allowance”</b>	the maximum aggregate volume of data that the Customer may upload to the Mabdeck Software as set out on the Order Form

### 1. Overview

Sycous’ Data Ingestion SaaS Service allows you to automatically import data for use with the Mabdeck Software, such as metering, consumer or payment data. Data can be imported into Mabdeck Software either via the Mabdeck API or via a file transfer protocol in a pre-agreed format, delivered to a pre-agreed location.

Data that is imported for use with the Mabdeck Software may originate from a meter, data collection device or your systems. Data that is exported to your system may be exported via the Mabdeck API to your system or file transfer location as agreed with Sycous in advance.

### 2. Specification

- 2.1 The Data Ingestion SaaS Service will allow data from Authorised Meters to be verified, imported and/or decrypted into a format compatible with the Mabdeck Software provided that the data uploaded to the Data Ingestion SaaS Service includes compatible unique identifiers (such as meter serial or Mabdeck account numbers) as notified to the Customer by Sycous in writing to enable Sycous to correctly identify and allocate data.
- 2.2 The Data Ingestion SaaS Services will retain data uploaded by the Customer to the Data Ingestion SaaS Service in its original format for a period of not less than seven years.
- 2.3 The Data Ingestion SaaS Service will enable data to be processed from the following sources: Authorised Meters and associated compatible data collection systems, prepayment head-end systems, financial or payment systems, other CRM or housing systems.
- 2.4 Sycous will import your Ingestion Data for use with the Mabdeck Software within 24 hours of receipt of the Ingestion Data by Sycous provided that the Ingestion Data:
  - 2.4.1 is in the agreed format as set out in the Order Form;
  - 2.4.2 is received by Sycous at the times and frequency agreed by the parties in writing or otherwise permitted by Sycous;
  - 2.4.3 does not contain any unrecognised characters, embedded elements (such as embedded documents, links etc.) or data with embedded or injected malicious code which could compromise the integrity or operation of the SaaS Services;
  - 2.4.4 contains all information or unique references required by Sycous to process the Ingestion Data as notified to you by Sycous from time to time.

- 2.5 If you provide Ingestion Data to Sycous which does not meet all of the requirements set out in paragraphs 2.4.1 to 2.4.4 of this Data Ingestion SaaS Service Schedule, such Ingestion Data may not be imported for use with the Mabdeck Software and may be permanently deleted.
- 2.6 The Data Ingestion SaaS Service is capable of processing data, converting and making data available through an API or SFTP Push as approved by Sycous in advance.
- 2.7 Sycous will provide you (or any of your representative(s) as agreed between the parties subject to any such representative(s) entering into such non-disclosure agreement or other arrangements as Sycous requires) with access to such API end points as are necessary to enable you to import and access the Ingestion Data to the Mabdeck Software.
- 2.8 Sycous may update, add, remove and/or otherwise change its API end points (in whole or in part) at any time. Sycous will use reasonable endeavours to provide not less than 21 days' notice prior to updating, adding, removing and/or changing an API end point which may impact upon your ability to utilise that command as necessary to receive the benefit of the Data Ingestion SaaS Services.
- 2.9 Notwithstanding paragraph 2.8, Sycous may update, add, remove and/or otherwise change API end points without notice where it considers in its sole discretion that such update, addition, removal and/or change is required or prudent for security reasons.
- 2.10 A single POST to the APIs has a size limit of 3.5MB. There is no limit to the number of elements within a request, provided the overall request size does not exceed 3.5MB.
- 2.11 Sycous reserves the right to technically validate any and/or all Ingestion Data prior to it being imported for use with the Mabdeck Software.
- 2.12 Subject to paragraph 2.13, where the parties have agreed on the Order Form that Sycous will obtain a SIM card or other third party telecommunications connection between the relevant data collection device(s) for each Authorised Meter and the server used to provide the SaaS Services, Sycous will, subject to you making payment of all Fees on or before the relevant due date, be responsible for:
- 2.12.1 reimbursing the SIM card operator and/or relevant third party of any connection, line rental and/or service charges as necessary to maintain the operation of the SIM and/or telecommunications connection (as applicable); and
  - 2.12.2 providing a replacement SIM card to you within three Business Days of receipt of the same from the relevant third party operator where a replacement SIM card is required due to a fault with the existing SIM card.
- 2.13 SIM card and telecommunications connection availability and performance at any given time can be impacted by the location of related equipment, limitations in related equipment and/or environmental factors. Sycous does not guarantee the availability and/or performance of any SIM card and/or telecommunications connection. Sycous will use reasonable endeavours to cooperate with you and relevant third party suppliers and operators (as relevant) to provide and maintain a SIM card and/or telecommunications connection (as relevant) which will enable you to benefit from the Data Ingestion SaaS Services.
- 2.14 Except in respect of Emergency Maintenance and/or where Sycous reasonably considers that maintenance is required or prudent for security reasons, Sycous will aim to comply with the following notice periods in respect of any maintenance to any of the API or file transfer protocols which require the Data Ingestion SaaS Services to be inaccessible to you outside of the Planned Maintenance period(s) not less than:
- 2.14.1 24 hours' prior notice for periods where the Data Ingestion SaaS Services are expected by Sycous to be inaccessible for no more than 60 minutes;
  - 2.14.2 48 hours' prior notice for periods where the Data Ingestion SaaS Services are expected by Sycous to be inaccessible for more than 60 minutes but less than 180 minutes; and
  - 2.14.3 72 hours' prior notice for periods where the Data Ingestion SaaS Services are expected by Sycous to be inaccessible for more than 180 minutes.

In cases of Emergency Maintenance and/or where Sycous reasonably considers that maintenance is required or prudent for security reasons, Sycous will provide you with such notice as Sycous considers is reasonably possible, which may be less than the notice periods detailed above.

- 2.15 Notwithstanding any other term of this Service Schedule and/or the Agreement, Sycous will not be in breach of this Service Schedule and/or the Agreement to the extent that its failure to perform or delay or defect in performance of its obligations (including its obligation(s) to provide the Data Ingestion SaaS Services in accordance with the terms of this Agreement) arises as a result of:
- 2.15.1 a failure of the Customer and/or Ingestion Data (as applicable) to comply with the requirements of paragraph 2.4.1 to 2.4.4;
  - 2.15.2 Customer input, Customer instructions (including requests to access files that do not exist) and/or any fault with the Ingestion Data;
  - 2.15.3 any attempts by you to perform operations that exceed prescribed frequencies of Ingestion Data imports and/or any other quotas; and/or
  - 2.15.4 Sycous's throttling of suspected abusive behaviour by the Customer.
- 2.16 All credentials provided to you by Sycous (including location, IP addresses and user credentials) may be amended from time-to-time by Sycous providing not less than seven days' prior written notice, except that Sycous may amend credentials without notice where it considers in its sole discretion that such change is required or prudent for security reasons.

### 3. **Customer Obligations**

- 3.1 Without prejudice to clause 5 of the Agreement, the Customer must:
- 3.1.1 ensure that all Ingestion Data that you upload to the Mabdeck Software complies with the Data Ingestion Documentation;
  - 3.1.2 ensure that all Customer Data provided to or accessed in connection with the Data Ingestion SaaS Service is uploaded at the frequency and in the format set out in the Order Form;
  - 3.1.3 provide Sycous with not less than 21 days' prior written notice of its intention to change the format of the Ingestion Data it uploads and/or the frequency of such uploads. Additional fees may be applicable for any change to the format of the Customer Data and/or frequency of uploads. Any changes to the format of the Ingestion Data or the frequency of uploads must be agreed by the parties in writing.
  - 3.1.4 ensure that it does not exceed the maximum number of API calls against the Customer, as follows:
    - 3.1.4.1 Minute limit: 60 calls in a rolling 60 second window
    - 3.1.4.2 Daily limit: 5000 calls in a rolling 24 hour window
  - 3.1.5 ensure that it does not exceed the maximum 3.5MB file size for a single POST to the SaaS Services;
  - 3.1.6 ensure that any transfers making use of a file transfer protocol do not exceed a maximum size of 10MB;
  - 3.1.7 not exceed the Maximum Data Allowance;
  - 3.1.8 provide to Sycous all relevant credentials (such as the relevant IP address, username(s) and password(s)) required to enable Sycous to access the file location and the Customer Data; and
  - 3.1.9 permit Sycous to amend all credentials as reasonably required by Sycous from time to time, including IP addresses, user credentials and the location of Customer Data. Sycous will provide the Customer with not less than seven days prior written notice of

any change(s) to credential except where Sycous considers that such change(s) are required to maintain the security of the Customer Data, SaaS Services, Mabdeck Software and/or any Infrastructure (in which case Sycous will use reasonable endeavours to provide the Customer with advance notice of the change(s)).

- 3.2 Notwithstanding clause 7.3.1 and 7.6 of the Agreement, you must notify Sycous in writing of any error or interruption in the Data Ingestion SaaS Services, Mabdeck Software and/or any connectivity for which Sycous has provided the SIM card and/or telecommunications connection within 24 hours of such error or interruption first arising.

## Mabdeck (Reporting) Module Service Schedule

In this Mabdeck (Reporting) Module Service Schedule, “**you**” means the Customer, “**your**” means the Customer’s.

### 1. Overview

Sycous’ Mabdeck (Reporting) Module Service allows you to manually upload, view and export your Customer Data into and from the Mabdeck Software.

### 2. Specification

- 2.1 The Mabdeck (Reporting) Module Service is intended to enable the Customer to set up networks, supply points, property locations and metering / data collection information/ PAYG meters in the Mabdeck Portal in a standard .csv format that is available to download through the Mabdeck Portal.
- 2.2 The Mabdeck (Reporting) Module Service will enable the Customer to restrict Permitted User access to the Mabdeck (Reporting) Module Service to particular networks per Permitted User.
- 2.3 The Mabdeck (Reporting) Module Service is capable of being branded with the Customer’s logo and preferred colour from the available colour palette as agreed with Sycous.
- 2.4 Reporting will allow the Customer to create the following reports in respect of Authorised Meters:
  - 2.4.1 Meter Read Report: Containing information on Authorised Meter consumption, meter serial number and location (where known).
  - 2.4.2 Efficiency Report: Containing information on Authorised Meter consumption, meter serial number and location (where known). This report is only available where network-level metering is monitored in the Mabdeck Software.
  - 2.4.3 Validation Exceptions Report: This report will provide information which identifies any Authorised Meter where data has failed validation and, as a result, is identified as an exception (e.g. where the date/time stamp of the Authorised Meter has not incremented, where the consumption value of the reading is in reverse or another error is potentially detected).
- 2.5 If any metering data is not available, Sycous will attempt to generate estimates based on either historic consumption of the Authorised Meter or an average consumption across meters in the same Customer-defined band or network.
- 2.6 Where the Customer has also chosen to receive the Mabdeck (Billing) Module Service, the following reports will also be available through Mabdeck (Reporting) Module Service:
  - 2.6.1 Payments Received Report: Containing information on the date, value, allocated account and method of payment received for payments from End Consumers (where available).
  - 2.6.2 Aged Debt Report: Containing information regarding the account information, value and age of debts outstanding for End Consumers.
  - 2.6.3 Financial Transaction Report(s): Containing information including a breakdown of VAT, net and gross values charged through the Mabdeck Software, in each case broken down by utility supply.
  - 2.6.4 Additional Validation Exceptions Report: Containing information on changes to Authorised Meter consumption profiles over a defined period of consumption (as set by the Customer) and consumption exceeding boundaries set by the Customer as a deviance from average consumption.
- 2.7 Where Customer direct debits are operated through Mabdeck (Billing) Module Service, the following reports will also be available through Mabdeck (Reporting) Module Service:



- 2.7.1 Fixed Direct Debit Report: Containing information on the current fixed direct debit amount per account and current debit or credit outstanding on the account for each End Consumer.
  - 2.7.2 Direct Debit Collection File: Providing information on any direct debits that are required to be collected, providing details on the account, value and collection date.
  - 2.7.3 Direct Debit AUDDIS/ADDACS files: Containing information on each End Consumer account, whether fixed or variable. In some cases (but not all), the value of direct debits when these are being set-up or amended through the Mabdeck Software may also be available in the Direct Debit AUDDIS/ADDACS files.
- 2.8 Where the Customer has also chosen to receive the Mabdeck (PAYG) Module Service, the following reports may also be available through Mabdeck (Reporting) Module Service as notified to the Customer by Sycous (depending on the type of installed PAYG system and its capabilities):
- 2.8.1 Financial Transaction Report: Containing information on the current account balance of each End Consumer account at the time of the most recent available transaction, providing the date/time, value and current debit or credit outstanding on the account for each End Consumer.
  - 2.8.2 Alert Reports: Containing information on any potential instances of tampering or maintenance faults of Authorised Meters that are generated by the Customer's PAYG system where the Customer's PAYG is compatible with "Alert Reporting" in the Mabdeck Software.
  - 2.8.3 Payments Received Report: Containing information on the date, value, allocated account and method of payment received (where available) of each payment received from an End Consumer.
  - 2.8.4 Tariff Report: Containing information on the tariffs applicable to End Consumers' accounts, including the date of last tariff change and a breakdown between fixed and variable elements of each applicable tariff.
- 2.9 The Mabdeck (Reporting) Module Service will enable reports to be:
- 2.9.1 downloaded in a .csv format;
  - 2.9.2 run for the Customer's networks;
  - 2.9.3 filtered by period of time (however, longer reporting periods may impact on the performance of the Mabdeck (Reporting) Module Service);
  - 2.9.4 scheduled to be automatically created on a frequency of daily, weekly, monthly or quarterly;
  - 2.9.5 made available to selected recipients with accompanying notification emails once generated;
  - 2.9.6 capable of being sent to server SFTP location notified by the Customer once generated.
- 2.10 In providing the Mabdeck (Reporting) Module Services, Sycous will provide and maintain the Mabdeck Portal for you to upload data such as:
- 2.10.1 Authorised Meter readings and other information about Authorised Meters;
  - 2.10.2 information about Properties;
  - 2.10.3 information about your customers and other consumers; and
  - 2.10.4 account details relating to End Consumers.
- 2.11 The Mabdeck (Reporting) Module Service will provide an ability to view and export (in .csv or .xml formats, subject to any changes to, or removal of, available formats notified to you by Sycous) the following information:

- 2.11.1 utility consumption;
  - 2.11.2 Authorised Meter readings;
  - 2.11.3 Authorised Meter asset details;
  - 2.11.4 Property name; and
  - 2.11.5 End Consumer name, address and billing details.
- 2.12 Provided that the Customer Data provided to Sycous by or on behalf of the Customer:
- 2.12.1 is complete and accurate;
  - 2.12.2 is in the agreed format as set out in the Order Form;
  - 2.12.3 does not contain any unrecognised characters, embedded elements (such as embedded documents, links etc.) or data with embedded or injected malicious code which could compromise the integrity or operation of the SaaS Services;
  - 2.12.4 contains all information or unique references required by Sycous to process the Customer Data as notified to you by Sycous from time to time,
- 2.12.5 then Sycous will process Customer Data uploaded to the Mabdeck Software within 24 hours of receipt of such Customer Data by Sycous so that the Customer Data is available to view and reports can be generated based upon it through the Mabdeck (Reporting) Module Service.
- 2.13 Reports may not be available, and Sycous will not have any liability for any failure to provide reports, where any Customer Data provided to Sycous by or on behalf of the Customer is incomplete, inaccurate or otherwise not compliant with Sycous's requirements.
3. **Customer Obligations**
- 3.1 Without prejudice to clause 5 of the Agreement, you must ensure that any Customer Data that you import and/or otherwise provide in connection with the Mabdeck (Reporting) Module Services is in the agreed format as set out in the Order Form.

## Mabdeck (Billing) Module Service Schedule

In this Mabdeck (Billing) Module Service Schedule, “**you**” means the Customer, “**your**” means the Customer’s.

### 1. Overview

The Mabdeck (Billing) Module Service is a module within the Mabdeck Software that allows you to generate statements or bills to registered consumers for utility consumption and other non-utility costs.

There are a number of optional features within the Mabdeck (Billing) Module Service which can be activated by the agreement of the parties in writing, including:

- (a) the ability to enable End Consumers to login to the SaaS Service, where an account has been set up for the consumer by you;
- (b) “Credit Control” which flags to you where payment on an End Consumer account has become overdue and provide you with relevant billing and payment details;
- (c) “Data Analytics” which provides analysis of and flags exceptions within Customer Data in accordance with criteria set by you.

### 2. Specification

- 2.1 The Mabdeck (Billing) Module Service is intended to enable the Customer to set up networks, supply points, property locations and metering/ data collection information/ PAYG meters in the Mabdeck Portal in a standard .csv format that is available to download through the Mabdeck Portal.
- 2.2 The Mabdeck (Billing) Module Service will enable the Customer to filter information by different bandings by reference to particular Properties which the Customer may use for validation of consumption data, tariff setting, and comparing tariffs against different utility supplies.
- 2.3 The Mabdeck (Billing) Module Service will enable the Customer to raise invoices consisting of:
  - 2.3.1 fixed charges for the relevant Authorised Meter calculated on a daily basis in relation to the relevant End Consumer’s account; and
  - 2.3.2 the variable elements of an End Consumer’s consumption as recorded by the relevant Authorised Meter designated to that End Consumer.
- 2.4 If an end-date is specified for a tariff, no further charges for the relevant utility supply (or supplies) will be generated until a new tariff is added to the relevant Authorised Meter and/or End Consumer account.
- 2.5 The Mabdeck (Billing) Module Service will enable End Consumer accounts to be set up to have a billable person and billable address which is different to the account address for the End Consumer.
- 2.6 The Mabdeck (Billing) Module Service will enable Customer accounts to be connected to multiple Properties with each Authorised Meter allocated to either a “Property Owner” or “Resident”. If an Authorised Meter is not allocated to a Resident then the Authorised Meter will be automatically charged as a Property Owner account.
- 2.7 The Mabdeck (Billing) Module Service will enable a range of billing communication templates to be set up, including:
  - 2.7.1 statements;
  - 2.7.2 invoices;
  - 2.7.3 welcome letters;
  - 2.7.4 direct debit letters;
  - 2.7.5 credit control letters.

- 2.8 Each of the communication templates can be edited by the Customer to the Customer's individual branding requirements and re-uploaded to the Mabdeck Software. The templates have the ability to be automatically populated with data from the Mabdeck (Billing) Module Service. You must ensure that any amendments to the communication templates created, edited and/or requested by you do not constitute, create and/or otherwise result in a violation and/or infringement of any rights (including the Intellectual Property Rights) of any third party. Sycous shall have no Liability to you in the event that any communication templates created, edited and/or requested by you violate and/or infringe any rights (including the Intellectual Property Rights) of any third party. You will indemnify Sycous against all losses (including all direct, indirect and consequential losses), liabilities, costs (on a full indemnity basis) including legal and other professional costs and costs of enforcement, damages and expenses that Sycous does or will incur or suffer, in each case arising out of or in connection with any actual or alleged claim or proceedings made, brought or threatened against Sycous by any person for actual or alleged infringement of a third party's rights (including Intellectual Property Rights) arising out of or in connection with any communication templates created, edited and/or requested by you (including all legal and other professional costs and costs of enforcement, damages and expenses that Sycous does or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding).
- 2.9 The Mabdeck (Billing) Module Service will enable the following data to be uploaded using a specified .csv format:
- 2.9.1 Authorised Meter readings;
  - 2.9.2 payments;
  - 2.9.3 Properties;
  - 2.9.4 supply points;
  - 2.9.5 Authorised Meters;
  - 2.9.6 End Consumer accounts.
- All other data or changes must be made by the Customer directly within the Mabdeck (Billing) Module Service.
- 2.10 The Customer will be able to use the Mabdeck Portal to generate statements of consumption across all Authorised Meters, covering all utility supplies with an applicable tariff on a scheduled or one-off frequency. The scheduled frequency can be set on a weekly, monthly or quarterly basis. Where a scheduled statement generation is set, the Customer must set a 'statement up to' date. The 'statement up to' date is the end period for the relevant statement. The Customer must also set an "offset period" which allows a period of time between the 'statement up to' date and the date on which the relevant statement is actually generated to enable data to be consolidated and any potential data issues to be resolved prior to the relevant statements being generated.
- 2.11 The Mabdeck (Billing) Module Service will enable the Customer to manually review and re-generate statements before they are deemed a financial account transaction or are automatically posted to the accounts.
- 2.12 The Mabdeck (Billing) Module Service will enable the Customer to apply one-off fixed or percentage charges and/or discounts to account statements based on Property, band or network.
- 2.13 Statements will only generate where there is an active Authorised Meter account, supply point, Authorised Meter, band and tariff and the Customer has provided all required data.
- 2.14 All consumption charges will be based on readings available in the Mabdeck (Billing) Module Service. The start reading for any Authorised Meter during a consumption period will be the end reading for that Authorised Meter from the previous consumption period. The last reading of a consumption period will be the reading that appears as the reading on the relevant "statement up to" date. "Statement up to" and end readings will be prioritised in the following order:
- 2.14.1 automated meter read through the Data Ingestion SaaS Service;
  - 2.14.2 manual meter read;

2.14.3 Customer meter read;

2.14.4 estimated meter read.

If any metering data is not available, Sycous will attempt to generate estimates based on either historic consumption of the Authorised Meter or an average consumption across meters in the same Customer-defined band or network.

2.15 Where a previous estimate has been used for a statement and one of the following readings is now available:

2.15.1 automated meter read through the Data Ingestion SaaS Service;

2.15.2 manual meter read; or

2.15.3 Customer meter read,

the Mabdeck (Billing) Module Service will reflect any necessary adjustment/credit amount or debit amount on the next statement.

2.16 Where an End Consumer account ends, an end-date can be entered for that account and a final statement will reflect up to that date for that account and/or Property.

2.17 All statements will be available in a .pdf format for download, printing and postage by the Customer. Alternatively, a server location can be entered and all statements will be available in the specified server location.

2.18 The Mabdeck (Billing) Module Service allows End Consumers to have access to the Mabdeck Portal for the purposes of e-billing and online account access. The Customer will be able to provide End Consumers with access to the Mabdeck (Billing) Module Service by providing the End Consumer with a unique link emailed to the End Consumer or a unique code provided to the End Consumer.

2.19 Any End Consumer with online account access will cease to have their statements generated for download by the Customer. Instead the End Consumer will receive an emailed notification that their statement is available on their online consumer account.

2.20 All statements generated in the Mabdeck (Billing) Module Service will enable the Customer to set credit control stages (such as when payments are due or when payments become overdue by a specified period). The Customer can use these stages to prompt specific actions for the Customer's credit control team, such as:

2.20.1 telephone call;

2.20.2 email (accounts with online account access); or

2.20.3 letter.

2.21 The Mabdeck (Billing) Module Service will enable the Customer to allocate a priority order to each of the actions following a credit control notification. However, if any necessary data is not available (e.g. if a telephone number is selected but the account does not have a telephone number), then no action will be triggered. Where required data is missing, the Mabdeck (Billing) Module Service will trigger the next action in the priority list for which the necessary information is available (e.g. if sending a letter had second priority to a call, then a letter would be generate in place of a call where no telephone number is provided).

2.22 All credit control emails will be automatically generated and be sent out by the Mabdeck (Billing) Module Service in the Customer's chosen format.

2.23 All credit control telephone calls will automatically generate a prompt to Permitted Users in the Mabdeck (Billing) Module Service to make a telephone call.

2.24 All credit control letters will be made available in a .pdf format for download, printing and postage by the Customer. Alternatively, a server location can be entered and all credit control statements will be available in the specified server location.

- 2.25 The Mabdeck (Billing) Module Service will enable the Customer to search for individual accounts within the Mabdeck Portal and view / manage the Mabdeck (Billing) Module Service against the following criteria:
- 2.25.1 account Information;
  - 2.25.2 online consumer account;
  - 2.25.3 credit control hold status to suppress credit control;
  - 2.25.4 vulnerability / red flags;
  - 2.25.5 Property information including the ability to move an account into or out of a property;
  - 2.25.6 connected supplies and meters including the ability to add manual meter reads;
  - 2.25.7 payment history including the ability to add manual payments and set up Direct Debits on a fixed or variable basis (where payment options are available);
  - 2.25.8 notes, including the ability to add and schedule reminders from notes and look at the note history on an individual account;
  - 2.25.9 End Consumer account history including all statements generated, payments received from the End Consumer and current balance information.
- 2.26 The Mabdeck (Billing) Module Service will enable the administration of receipt of direct debits. All collection and other BACS files are not included in the Mabdeck (Billing) Module Service and would need to be managed and claimed through the Customer's own internal processes and/or systems.
- 2.27 Authorised User access to the Mabdeck (Billing) Module Service can be restricted by reference to specific networks and/or specific modules including being restricted to one or more of the following pages:
- set-up;
  - finance;
  - reports;
  - statements;
  - Properties;
  - accounts;
  - imports;
  - dashboard;
  - admin;
  - custom references;
  - branding;
  - Permitted User management.
- 2.28 The Mabdeck (Billing) Module Service is capable of being branded with the Customer's logo and preferred colour from the available colour palette as agreed with Sycous.
- 2.29 Subject to your payment of the Fees, Sycous will enable you to access the Mabdeck (Billing) Module Service which will enable you to upload the following categories of Customer Data:
- 2.29.1 Authorised Meter readings;

- 2.29.2 Authorised Meter asset details;
  - 2.29.3 Property name;
  - 2.29.4 End Consumer name, address and billing details;
  - 2.29.5 financial details relating to you and your End Consumers.
- 2.30 Sycous is not able to produce any output through the Mabdeck (Billing) Module Service, and Sycous will not have any liability for any failure to produce output, where any Customer Data provided to Sycous by or on behalf of the Customer is incomplete or inaccurate.
- 2.31 In providing the Mabdeck (Billing) Module Services, Sycous will automatically generate utility statements on the frequency agreed by the parties against any active End Consumer account in accordance with any utility statement criteria agreed by the parties in writing.
- 2.32 The Mabdeck (Billing) Module Service will enable the following functionality:
- 2.32.1 the creation of credit notes against any End Consumer accounting accordance with specific criteria agreed by the parties in writing;
  - 2.32.2 a customer relationship management (CRM) functionality for notes and reminders to be included against End Consumer accounts in accordance with specific criteria agreed by the parties in writing;
  - 2.32.3 the automatic highlighting of any data falling outside the parameters set in the Mabdeck (Billing) Module Service in accordance with specific criteria agreed by the parties in writing.
- 2.33 Provided that the Customer Data provided to Sycous by or on behalf of the Customer:
- 2.33.1 is complete and accurate;
  - 2.33.2 is in the agreed format as set out in the Order Form;
  - 2.33.3 does not contain any unrecognised characters, embedded elements (such as embedded documents, links etc.) or data with embedded or injected malicious code which could compromise the integrity or operation of the SaaS Services;
  - 2.33.4 contains all information or unique references required by Sycous to process the Customer Data as notified to you by Sycous from time to time,
- 2.33.5 then Sycous will process Customer Data uploaded for use with the Mabdeck Software within 24 hours of receipt of such Customer Data by Sycous so that the functionality set out in paragraph 2.32 is available through the Mabdeck (Billing) Module Service.

### 3. **Rights Granted**

- 3.1 Subject to:
- 3.1.1 payment of the Fees by you;
  - 3.1.2 the Customer complying with its other obligations under the Agreement; and
  - 3.1.3 the relevant End Consumer complying with its obligations under Sycous's then-current End User Licence Agreement,
- 3.1.4 you may grant to End Consumers a non-exclusive, non-transferable licence to access and use the Mabdeck (Billing) Module Service (including the Mabdeck Software which may be accessed via the Mabdeck (Billing) Module Service) without a right to grant sub-licences for the duration of the Term solely in relation to the End Consumers' account with you.

4. **Customer Obligations**

4.1 You are responsible for the maintenance of all End User accounts and permissions in connection with the Mabdeck (Billing) Module Service.

4.2 You must ensure that each End Consumer complies with the End User Licence Agreement and immediately:

4.2.1 notify Sycous in writing in the event that any End Consumer(s) fail to comply with the End User Licence Agreement; and

4.2.2 cease providing access to all End Consumers that fail to comply with the End User Licence Agreement.



## Mabdeck (PAYG) Module Service Schedule

In this Mabdeck (PAYG) Module Service Schedule, “you” means the Customer, “your” means the Customer’s.

### 1. Overview

Sycous can extend its CRM functionality to compatible prepayment systems. The Mabdeck (PAYG) Module Service provides an online consumer portal, as well as the ability for you to manage your billing and prepayment accounts in one place.

### 2. Specification

- 2.1 The Mabdeck (PAYG) Module Service is intended to enable the Customer to set up networks, supply points, property locations and metering / data collection information in the Mabdeck Portal in a standard .csv format that is available to download through the Mabdeck Portal.
- 2.2 The Mabdeck (PAYG) Module Service will enable the Customer to filter information by different bandings by reference to particular Properties which the Customer may use for validation of consumption data, tariff setting, and comparing tariffs against different utility supplies.
- 2.3 The Mabdeck (PAYG) Module Service will enable the Customer to raise invoices consisting of:
  - 2.3.1 fixed charges for the relevant Authorised Meter calculated on a daily basis in relation to the relevant End Consumer’s account; and
  - 2.3.2 the variable elements of an End Consumer’s consumption as recorded by the relevant Authorised Meter designated to that End Consumer.
- 2.4 Sycous makes no warranty as to the functionality or compatibility of the Customer’s PAYG system with the Mabdeck Software and/or SaaS Services. Provided that the Customer’s PAYG system is compatible with the Mabdeck (PAYG) Module Service, the Mabdeck (PAYG) Module Service will provide an ability for the Customer to:
  - 2.4.1 set fixed and variable tariffs;
  - 2.4.2 set emergency credit levels;
  - 2.4.3 set non-disconnect periods;
  - 2.4.4 add payments;
  - 2.4.5 clear the PAYG units for a change of tenancy; and
  - 2.4.6 send messages to PAYG units.
- 2.5 The Mabdeck (PAYG) Module Service will operate to provide such functionality via communication with the Customer’s PAYG system head-end.
- 2.6 The Mabdeck (PAYG) Module Service enables the Customer to set whether or not a tariff has an end date. If an end-date is specified no further charges for the relevant utility supply will be generated in connection with the Authorised Meter until a new tariff is added.
- 2.7 The Mabdeck (PAYG) Module Service will enable End Consumer accounts to be set up to have a billable person and billable address which is different to the account address for the End Consumer.
- 2.8 The Mabdeck (PAYG) Module Service will enable Customer accounts to be connected to multiple Properties with each Authorised Meter allocated to either a “Property Owner” or “Resident”. If an Authorised Meter is not allocated to a Resident then the Authorised Meter will be automatically charged as a Property Owner account.
- 2.9 The Mabdeck (PAYG) Module Service will enable a range of billing communication templates to be set up, including:

- statements;
- welcome Letters.

2.10 Each of the communication templates can be edited by the Customer to the Customer's individual branding requirements and re-uploaded to the Mabdeck Software. The templates have the ability to be automatically populated with data from the Mabdeck (Billing) Module Service.

2.11 The Mabdeck (PAYG) Module Service will enable the following data to be uploaded using a specified .csv format:

- 2.11.1 Authorised Meter readings;
- 2.11.2 payments;
- 2.11.3 Properties;
- 2.11.4 supply points;
- 2.11.5 Authorised Meters;
- 2.11.6 accounts.

All other data or changes must be made by the Customer directly within the Mabdeck (Billing) Module Service.

2.12 The Mabdeck (PAYG) Module Service contains the following functionality as standard:

- 2.12.1 an online consumer dashboard which enables End Consumers to view previous payments made by them and other account history;
- 2.12.2 barcode number generation for payments that are linked to a payment system;
- 2.12.3 annual and on-demand statements which show total consumption over a period and all payments made by the End Consumer;
- 2.12.4 change of tenancy or payment mode from Mabdeck (PAYG) to Mabdeck (Billing) or vice versa;
- 2.12.5 manual adjustment of End Consumer accounts to enable manual credits and or debits as well as setting balances;
- 2.12.6 account reconciliation to compare receipts received to payments processed through the PAYG systems;
- 2.12.7 data analytics to enable the identification of potential instances of suspected fraud or maintenance requirements, such as non-incrementing meters or power failures.

2.13 The Mabdeck (PAYG) Module Service allows searching of individual accounts, within the Mabdeck Portal to allow the following functionality:

- 2.13.1 viewing and managing account information;
- 2.13.2 online management of End Consumer accounts;
- 2.13.3 enabling the Permitted Users to identify vulnerabilities / red flags;
- 2.13.4 view and manage Property information including the ability to move an account into or out of a Property;
- 2.13.5 view connected supplies and meters;
- 2.13.6 view and manage an End Consumer's payment history including the ability to add manual payments;

- 2.13.7 writing and edit notes, including the ability to add and schedule reminders from notes and look at the note history on an individual account;
  - 2.13.8 view the End User's account history including all payments and current balance information;
  - 2.13.9 view the warnings and alerts history where such warnings and alerts are generated by the PAYG system (depending on the type of system installed).
- 2.14 Permitted User access to the Mabdeck (PAYG) Module Service can be restricted by reference to specific networks and/or specific modules including being restricted to one or more of the following pages:
- set-up;
  - finance;
  - reports;
  - statements;
  - Properties;
  - accounts;
  - imports;
  - dashboard;
  - admin;
  - custom references;
  - branding;
  - user management;
  - the Mabdeck (Reporting) Module Service is capable of being branded with the Customer's logo and preferred colour from the available colour palette as agreed with Sycous.
- 2.15 The Mabdeck (PAYG) Module Service and Sycous systems do not form part of the critical top-up path which allows a payment made by a consumer to reach their prepayment system. Sycous are not responsible for any delays or non-receipt of payment by an End Consumer.
- 2.16 Where Sycous is responsible for collecting payment(s) from a third party payment provider, Sycous will collect such payments on your behalf and Sycous' Fees (including any sums passed through from the payment provider) may be deducted from any monies transferred to you.
- 2.17 All monies collected by Sycous on your behalf in connection with the Mabdeck (PAYG) Module Service shall be held in a nominated bank account and transferred not more than once per week.
- 2.18 Provided that the Customer Data provided to Sycous by or on behalf of the Customer:
- 2.18.1 is complete and accurate;
  - 2.18.2 is in the agreed format as set out in the Order Form;
  - 2.18.3 does not contain any unrecognised characters, embedded elements (such as embedded documents, links etc.) or data with embedded or injected malicious code which could compromise the integrity or operation of the SaaS Services;
  - 2.18.4 contains all information or unique references required by Sycous to process the Customer Data as notified to you by Sycous from time to time,

2.18.5 then Sycous will process Customer Data uploaded to the Mabdeck Software within 24 hours of receipt of such Customer Data by Sycous so that the Customer Data is available to view through the Mabdeck (PAYG) Module Service.

2.19 You acknowledge and agree that Sycous's obligations and responsibilities in connection with the Mabdeck (PAYG) Module Service are reliant on the availability and system functionality of the relevant prepayment provider(s) systems and the availability and cooperation of third parties, such as payment providers. Sycous shall have no Liability to you for any delay and/or failure to comply with its obligations and/or responsibilities under the Agreement that result (whether directly or indirectly) from any lack of:

2.19.1 availability and/or system functionality of any third party systems; and/or

2.19.2 availability and cooperation of you, and person acting on your behalf and/or any third parties.

### 3. **Customer Obligations**

3.1 You must:

3.1.1 ensure that at all times you have in place a suitable contract with an appropriate prepayment provider and/or payment provider to enable you to provide pay-as-you-go (PAYG) services to End Consumers in connection with the Mabdeck (PAYG) Module Service and which permits Sycous to manage the Customer's account(s) with the prepayment provider and/or payment provider (as relevant). Unless expressly stated otherwise, the Customer will permit Sycous to manage the Customer's account(s) with the prepayment provider and/or payment provider (as relevant) as required by Sycous to provide the Services. Sycous shall have no Liability to any prepayment provider and/or any payment provider for any acts and/or omissions by or on behalf of Sycous in connection with any contract between you and any prepayment provider or payment provider. You will indemnify Sycous against all losses (including all direct, indirect and consequential losses), liabilities, costs (on a full indemnity basis) including legal and other professional costs and costs of enforcement, damages and expenses that Sycous does or will incur or suffer, in each case arising out of or in connection with any actual or alleged claim or proceedings made, brought or threatened against Sycous by any person in connection with any such contract (including all legal and other professional costs and costs of enforcement, damages and expenses that Sycous does or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding).

3.1.2 ensure that a continually available network connection from the prepayment provider to the Mabdeck Portal (as reasonably required by Sycous) which is suitable to enable Sycous to provide the Mabdeck (PAYG) Module Services to you;

3.1.3 ensure that all uploaded data is in the correct format and all required fields and information is complete.

3.2 You are responsible for the maintenance of all End Consumer accounts and permissions in connection with the Mabdeck (Billing) Module Service. You must undertake to regularly review all End Consumer accounts and permissions to ensure they remain appropriate.

## Mabdeck Bespoke Integration Service Schedule

In this Mabdeck Bespoke Integration Service Schedule, “**you**” means the Customer, “**your**” means the Customer’s.

### 1. **Overview**

Sycous is able to create bespoke integrations or functionality of the Mabdeck Software and/or SaaS Services specific to each customer’s requirements. Any Mabdeck Bespoke Integration Services shall be subject to the agreement of a “Statement of Work” which sets out the Specification (including technical and functional specifications) with which the Mabdeck Bespoke Integration Services will comply. An example of a bespoke integration may be where a direct integration to a financial system, outside of Data Ingestion SaaS Service and Mabdeck (Reporting) Module Service is required.

### 2. **Specification**

2.1 The specification for the Mabdeck Bespoke Integration Services shall be as set out in the relevant Statement of Work.

2.2 Any changes to the Specification which arise after:

2.2.1 the relevant Statement of Work has been signed on behalf of each of the parties; and/or

2.2.2 Sycous has commenced work on the relevant Mabdeck Bespoke Integration Services, will require the parties to agree a change request in writing. Any such changes may be chargeable and Sycous will inform you of any applicable changes to the Fees as a result of the change prior to such change request being agreed by the parties.

### 3. **Customer Obligations**

3.1 You are responsible for:

3.1.1 providing Sycous with all information, documentation and requirements (as requested by Sycous and/or as relevant to the Mabdeck Bespoke Integration Services) promptly to enable Sycous to perform the Mabdeck Bespoke Integration Services;

3.1.2 approving the final Specification for the output of the Mabdeck Bespoke Integration Services without delay prior to the Statement of Work being signed on behalf of each of the parties. In the absence of any other prior approval, Sycous will take your signing of the relevant Statement of Work as evidence of your approval of the Specification for the output of the Mabdeck Bespoke Integration Services; and

3.1.3 undertaking all user-acceptance testing required in connection with the Mabdeck Bespoke Integration Services.

## Meter Data Management Service Schedule

In this Meter Data Service Schedule, "you" means the Customer, "your" means the Customer's.

### 1. Overview

Sycous will utilise the inbuilt functions within the Mabdeck Software to validate the correct operation and technical accuracy of data returned from installed metering and combined metering and PAYG systems for the purpose of accurate billing and PAYG management.

### 2. Specification

2.1 Where Mabdeck (Reporting) or Mabdeck Billing has been selected on the Order Form Sycous shall:

2.1.1 monitor communication with the data logger to enable the return of meter data via an in-built SIM card or through an TCP/IP modem;

2.1.2 notify you of any failures of communication within 5 Business Days and:

2.1.2.1 attempt a remote resolution; or

2.1.2.2 advise on a suggested course of action to re-establish communication;

2.1.3 offer the option of managing the broadband line or SIM card;

2.1.4 ensure the technical accuracy of the received data by;

2.1.4.1 incrementing and in-line date and/or time stamps;

2.1.4.2 incremental readings for non-decreasing consumption

2.1.5 ensure the acceptability of readings for energy efficient monitoring, revenue protection and billing dependant on the supply type, where the system provides the necessary data, including:

2.1.5.1 positive temperature difference, acceptable flow rates and/or volume changes & excessive consumption in relation to heat meters;

2.1.5.2 positive temperature difference, acceptable flow rates and/or volume changes & excessive consumption in relation to cooling meters

2.1.5.3 acceptable flow rates, non-incrementing backwards registers & excessive consumption in relation to water meters

2.1.5.4 incrementing export registers for backward reasons – updated & excessive consumption in relation to electricity meters

2.1.5.5 non-incrementing meters & excessive consumption in relation to gas meters

2.1.6 undertake peer comparison of consumption to highlight high or low consumption based on factors, where notified and provided with any information reasonably required, such as:

2.1.6.1 number of bedrooms;

2.1.6.2 property size;

2.1.6.3 any other bandings as available on Mabdeck.

2.1.7 Notify all issues to the client via Mabdeck reporting or email on a fortnightly basis with potential causes, where known, for instruction on attendance to investigate or pass through to 3<sup>rd</sup> party maintenance providers.

- 2.2 Where Mabdeck (PAYG) has been selected on the Order Form Sycous shall:
- 2.2.1 ensure communication with each PAYG unit and any data concentrator, if installed, on a weekly basis;
  - 2.2.2 monitor all alarms received from the PAYG systems, where available and notify via Mabdeck reporting or email on a weekly or daily basis with potential causes, where known, for instruction on attendance to investigation or pass through to 3<sup>rd</sup> party maintenance providers.
3. **Exclusions**
- 3.1 Data can only be validated where it has been returned into Mabdeck in the file formats specified in the User Guide.
  - 3.2 Sycous will not accept any responsibility or liability for any 3<sup>rd</sup> party failures, including failure of SIM card networks, broadband providers, or PAYG head-end-systems.
  - 3.3 Sycous shall use reasonable endeavours to ensure that all Meter Data Management data is up to date and accurate however Sycous gives no warranty or guarantee in relation to the accuracy of any data.
  - 3.4 Sycous will make reasonable endeavours to capture historic information where this data has been stored by the data logger but Sycous gives no warranty or guarantee that it will be able to recover historic data.
4. **Customer Obligations**
- 4.1 In order to enable Sycous to provide Meter Data Management you will provide Sycous with:
    - 4.1.1 a login to the customers instance of Mabdeck;
    - 4.1.2 the ability to interface with data loggers/PAYG systems;
    - 4.1.3 access to necessary data.

## Payment Provider Service Schedule

In this Payment Provider Service Schedule, “**you**” means the Customer, “**your**” means the Customer’s.

### 1. Overview

Sycous will provide you with the ability to utilise their payment providers to allow for the collection of monies, either being allocated to their Mabdeck accounts or automatically transferred to a PAYG system.

### 2. Specification

2.1 Where Mabdeck Billing has been selected on the Order Form payments made will be available on the End Consumer’s accounts and considered as of the next bill generation

2.2 Where Mabdeck PAYG has been selected on the Order Form:

2.2.1 all payments made will be notified directly through to the PAYG head-end-system and to the PAYG unit; and

2.2.2 payments will generate a back-up code for manual entry, where supported by the PAYG system.

2.3 Sycous will provide monthly reconciliation reports and the transfer of funds to the Customer’s nominated bank account.

2.4 All monies will be stored in a ring-fenced client funds account from the point of transfer to Sycous to the transfer of funds to the Customer’s nominated bank account.

2.5 All ongoing charges in relation to the Payment Provide Service will be deducted from funds prior to transfer to the Customer’s nominated bank account.

2.6 The Customer will be liable for all charge-backs through the term of contract and any extended period a chargeback is valid under consumer laws. Sycous may, at its sole option:

2.6.1 deduct any chargeback from the funds prior to transfer to the Customer’s nominated bank account; or

2.6.2 issue a separate invoice to the Customer in relation to the Chargeback.

### 3. Exclusions and Limitations

3.1 Sycous reserve the right to specify the payment providers for this service to operate from time to time.

3.2 The use of the payment provider Service may be limited dependent on the systems being used. i.e. WorldPay cannot be used with PAYG units

3.3 Sycous will not accept any responsibility or liability for any third party failures, including failure of the payment provider.



## Consumer Management Service Schedule

In this Consumer Management Service Schedule, "you" means the Customer, "your" means the Customer's.

### 1. Overview

Sycous will undertake all billing or statement generation activities, undertake other administration activities and optionally take calls directly from the End Consumers during Support Hours to help provide an enhanced level of support and service.

### 2. Specification

2.1 Where Mabdeck Billing has been selected on the Order Form Sycous will generate statements against all registered and valid accounts, based on the information set by you. The statements shall be:

2.1.1 monthly or quarterly per Customer;

2.1.2 generated at the point of change in Mabdeck where required from time to time for instances such as change of tenancy or ownership; and

2.1.3 generated in the name of the Customer and will include the Customer's VAT number

2.1.4 Sycous will generate a statement for payment on the selected schedule against all registered and valid accounts in the statement period. The statement will specify total consumption, tariff, cost of utilities, balance brought forward and balance due for payment. Any 'debt' balance shall be clearly specified

2.1.5 Back-billing, where charges occur prior to the Commencement Date of this agreement, will be permitted up to 3 months for current Customers only.

2.1.5.1 Back-billing from 3 months to 12 months prior to the Commencement Date is available at a charge of £50 per Customer. This is only available to current Customers and not Customers who have an end date prior to the Commencement Date.

2.1.5.2 Back-billing over 12 months and for Customers with an end date prior to the Commencement Date is not available but calculations supplied in a format such as a spreadsheet is available at no cost, where data is available to calculate. Charges will not be raised based on these values by Sycous.

2.2 Where Mabdeck PAYG has been selected on the Order Form Sycous will generate an annual statement against all registered currently active and valid accounts. The statement will specify total consumption by month and total top-up. Any 'debt' balance shall be clearly specified, including the payments made against any debt balance.

2.3 This service will provide an optional first line of support for all End Consumer queries in relation to metering, PAYG or billing enquiries, which will all be logged and noted in Mabdeck.

2.4 This service will be accessible by phone, email and letter as a minimum during the Support Hours. Online chat facilities are available on a frequency set by Sycous.

2.5 Sycous will process all Client and End Consumer requests in-line with Mabdeck processes and will make no material change to items such as the person liable for billing without Customer authorisation. This will include the re-working of accounts as required.

2.6 Where Sycous is not able to answer the End Consumer query using the data available in Mabdeck, this will be referred to the Customer by email and the consumer notified of whom it has been passed to. Sycous will notify the End Consumer of any updates received from the Customer.

2.7 The Customer shall provide their escalation points and procedure to Sycous prior to the commencement of services and update as required.

3. **Specific Exclusions:**

3.1 Sycous are not responsible for ensuring the accuracy of data provided by the Customer.

3.2 Sycous are not responsible for setting the tariff.

3.3 Sycous are not responsible for the payment of VAT or other items on behalf of the Customer and shall only be responsible for providing access to information to enable the Customer to undertake these activities

4. **Other Comments/Considerations:**

4.1 All Customer Data will be dealt with in accordance with clause 13 of the Saas Terms and Conditions. The Customer shall provide all necessary information to undertake services, such as change of tenancy/ownership and all information to be entered directly into Mabdeck, with no exchange of Personal Data.

## **Credit Control Management Service Schedule**

In this Credit Control Management Service Schedule, "you" means the Customer, "your" means the Customer's.

### **1. Overview**

Sycous will undertake credit control activities on Mabdeck for each unpaid statement, attempting to recover all monies due.

### **2. Specification**

#### **2.1 Where Mabdeck Billing has been selected on the Order Form Sycous will:**

2.1.1 engage with the Customer with a view to developing a mutually agreed credit control process using Mabdeck customisable credit control flow builder, including phone, letter and email.

2.1.2 All documentation to be sent to the End Consumer, such as letters and emails, will be provided to the Customer for prior written approval before use.

2.1.3 where possible agree a repayment management plan with the End Consumer that will recover any debt within an expected 9-month period. This recovery will be a fixed amount per month and will still require payment of future consumption costs.

#### **2.2 Where Mabdeck PAYG has been selected on the Order Form:**

2.2.1 engage with the Customer with a view to developing a mutually agreed credit control process using Mabdeck customisable credit control flow builder, including phone, letter and email.

2.2.2 Sycous will use reasonable endeavours to agree a repayment management plan to recover debt in a maximum expected 9-month period.

2.2.3 All debt recovery methodologies will be a percentage of top-ups.

### **3. Exclusions and Liability**

3.1 For the avoidance of doubt Sycous shall not be liable for any debt balances which are not repaid.

3.2 Sycous shall only contact the End Consumer named upon the account and shall under no circumstances contact any other individual to recover any monies due to the Customer.

3.3 The credit control process is limited to an agreed three stage process for each statement, invoice or PAYG debt balance. Once this process has been completed you will be responsible for collecting debt and Sycous shall not be required to take any further action.

## **Print and Postage Service Schedule**

In this Print and Postage Service Schedule, "you" means the Customer, "your" means the Customer's.

### **1. Overview**

Sycous will allow any Mabdeck generated correspondence that is required to be sent by post to be printed and posted.

### **2. Specification**

2.1 All postal correspondence is sent via a secure API or file transfer service to one of Sycous' postal partners in the UK. Any Personal Data shall be dealt with in accordance with Schedule 2.

2.2 All printing under the print and postage service shall be double sided and in full colour and shall include the following documentation:

2.2.1 all statements, invoices and credit notes;

2.2.2 any welcome information;

2.2.3 payment related correspondence including payment agreements and direct debit correspondence; and

2.2.4 credit control correspondence.

2.3 The relevant items shall be printed and dispatched on the same day, for estimated delivery within 3 working days.

2.4 Where requested a monthly report on usage can be provided and support to promote e-billing and other measures to reduce the number of print and postage services required.

### **3. Exclusions**

3.1 Sycous shall dispatch to any address specified in Mabdeck however Sycous offers no guarantee in relation to the delivery and receipt of any documentation of post.

3.2 The postage service is available for post to be sent to UK addresses only.

3.3 Sycous cannot be held liable for any act of the postage service provider.

## Tariff Management Service Schedule

In this Tariff Management Service Schedule, "you" means the Customer, "your" means the Customer's.

### 1. Overview

Sycous will provide assistance setting the tariffs for a particular network to enable recovery of costs, as far as known.

### 2. Specification

#### 2.1 Sycous will:

2.1.1 advise the Customer on commonly included costs within tariffs as well as suggested tariff structures;

2.1.2 provide known or expected efficiency values from bulk meters, where installed;

2.1.3 undertake a comparison exercise against comparative costs, as far as published;

2.1.4 provide advice on known-legislation which limit charges that can be applied for confirmation by the Customer;

2.1.5 provide a tariff calculation spreadsheet for sign-off by the Customer;

2.1.6 undertake six monthly tariff reviews to compare actual costs to charges; and

2.1.7 provide a reconciliation to costs, where provided as part of the tariff review to compare previous recoveries for any carried forward amounts to be considered by the Customer.

2.2 In order to allow Sycous to provide the services set out in clause 2.1 the Customer shall provide Sycous with such information as it shall reasonably require to carry out the Tariff Management Service. The Customer shall ensure that any information provided is up to date and accurate.

### 3. Limitation of Liability

3.1 For the avoidance of doubt Sycous will have no liability to the Customer or End Consumer where the tariffs do not perform as anticipated including but not limited to where the tariff over recovers fees or where the tariff under recovers fees.

3.2 Sycous shall not be liable where the Customer has failed to provide accurate information in accordance with clause 2.2 above.



Level 2	<b>No Supply (other than to a Vulnerable Client)</b>	<p>Sycous shall:</p> <ul style="list-style-type: none"> <li>a) contact the Customer to arrange a suitable appointment to attend the Property</li> <li>b) restore the Maintained Equipment to a state that allows the Customer to continue to use all functions of the Maintained Equipment in all material respects within 12 working hours; and</li> <li>c) exercise Commercially Reasonable Efforts until full restoration of function is provided.</li> </ul>
Level 3	<b>Intermittent Supply or Other Fault</b>	<p>Sycous shall:</p> <ul style="list-style-type: none"> <li>a) contact the Customer to arrange a suitable appointment to attend the Property</li> <li>b) restore the Maintained Equipment to a state that allows the Customer to continue to use all functions of the Maintained Equipment in all material respects within 24 working hours; and</li> <li>c) exercise Commercially Reasonable Efforts until full restoration of function is provided.</li> </ul>

- 1.4 The parties may, on a case-by-case basis, agree in writing to a reasonable extension of the response times set out in clause 1.3.
- 1.5 If Sycous fails to perform the Reactive Maintenance Services in accordance with clause 1.3, Sycous shall, without prejudice to the Customer's other rights and remedies arrange all additional resources necessary to perform the Reactive Maintenance Services in accordance with clause 1.3 as soon as possible and at no additional charge to the Customer.
- 1.6 On a monthly basis Sycous will make available to the Customer details of all visits in relation to the Reactive Maintenance Services, including the reason for the visit or call, the attendance time, the time spent, the repair completed and the parts used.
- 1.7 Sycous shall procure that its personnel shall, while on site at the Property, comply with the Customer's reasonable health and safety and security policies provided that these policies have been brought to the attention of its personnel.
- 1.8 Sycous shall perform the Reactive Maintenance Services using suitably qualified and experienced personnel using reasonable skill and care and in accordance with all applicable laws and regulations in force from time to time.
- 1.9 Where the Customer has also opted for the Planned Maintenance Service, Sycous may, at its option, carry out any Planned Maintenance Service whilst in attendance at the Property to perform Reactive Maintenance Services.

**2. Replacements and spare parts**

- 2.1 In performing the Reactive Maintenance Services, Sycous shall use all reasonable endeavours to source spare parts required to restore the Maintained Equipment to Good Working Order. Where replacements and spare parts are not included in the agreed fee for the Reactive Maintenance Services Sycous shall have the right to charge the Customer for the spare parts.

2.2 All spare parts and/or replacements provided by Sycous to the Customer shall become part of the Maintained Equipment. All parts and components removed from the Maintained Equipment by Sycous in the course of performing the Reactive Maintenance Services shall no longer constitute part of the Maintained Equipment.

### **3. Customer's obligations**

3.1 The Customer shall:

3.1.1 ensure that the Maintained Equipment is installed and kept in suitable premises and under suitable conditions, as specified in the manufacturers instructions and/or the User Guide, permit only trained and competent personnel to use it and follow any operating instructions as Sycous may give from time to time;

3.1.2 notify Sycous promptly if the Maintained Equipment is discovered to be operating incorrectly;

3.1.3 provide an instruction or purchase order to Sycous to allow for Sycous to carry out the reactive maintenance service;

3.1.4 at all reasonable times permit full and free access to the Property and to the Maintained Equipment to Sycous, its employees, contractors and agents, and provide them with adequate and safe working space, and any telecommunications facilities as are reasonably required to enable Sycous to perform the Reactive Maintenance Services while at the Property;

3.1.5 provide Sycous with any information that is reasonably requested in the performance of the Maintenance Services;

3.1.6 take any steps reasonably necessary to ensure the safety of Sycous's personnel when attending the Property;

3.1.7 not allow any person other than Sycous to maintain, alter, modify or adjust the Maintained Equipment without the prior written approval of Sycous;

3.1.8 not move the Maintained Equipment from the Property without the prior written approval of Sycous (approval not to be unreasonably withheld or delayed);

3.1.9 provide Sycous with a list of Vulnerable Clients and keep this list updated from time to time;

3.1.10 store any reserve equipment only in conditions approved by Sycous, and make this equipment available for periodic maintenance, as with all other Maintained Equipment; and

3.1.11 only use supplies or materials supplied or approved by Sycous (approval not to be unreasonably withheld or delayed).

3.2 Where Sycous is unable to access a Property to provide the Reactive Maintenance Services Sycous shall record the visit electronically and shall photograph the door of the Property and the no access card left to allow the Customer to rearrange the appointment.

### **4. Excluded Maintenance**

4.1 Sycous is not obliged to perform any Excluded Maintenance.

4.2 Where Sycous:

4.2.1 is performing or has performed the Reactive Maintenance Services in circumstances where it is established that the Maintained Equipment was not in Good Working Order due to any of the Excluded Causes; or

4.2.2 has attended the Property to carry out Reactive Maintenance Services following a Reactive Maintenance Request and:

4.2.2.1 no access is provided to the Property;



- 4.2.2.2 there was no fault with the Maintained Equipment;
- 4.2.2.3 the End User is aggressive, intimidating or under the influence of alcohol or drugs in the reasonable opinion of Sycous; or
- 4.2.2.4 in the reasonable opinion of Sycous it would be unsafe to carry out the Reactive Maintenance Services;

Sycous may charge, and the Customer shall pay a fee in respect of that work in addition to the fees set out within the Saas Terms and Conditions.

## Planned Maintenance Service Schedule

In this Maintenance Schedule, “**you**” means the Customer, “**your**” means the Customer’s and the following words and expressions have the following meanings unless the context otherwise requires:

<b>“Planned Maintenance Services”</b>	means:
	a) inspecting and testing to ensure that the Maintained Equipment is functional; and
	b) making any adjustments or replacing any parts as may be required to ensure that the Maintained Equipment remains in Good Working Order.

### 1. Planned Maintenance Services

- 1.1. Sycous will provide the Planned Maintenance Services within the Support Hours.
- 1.2. Sycous shall procure that its personnel shall, while on site at the Property, comply with the Customer’s reasonable health and safety and security policies provided that these policies have been brought to the attention of its personnel.
- 1.3. The Planned Maintenance Services shall include:
  - 1.3.1 checking the Maintained Equipment in line with the manufacturer’s instructions;
  - 1.3.2 periodic reapplications of consumable items or recommissioning to design conditions;
  - 1.3.3 communication check and manual verification of data, where available;
  - 1.3.4 visual check of system security seals and reapplication;
  - 1.3.5 highlighting any faults or concerns for repair or investigation; and
  - 1.3.6 where a PAYG system is installed, a valve check to ensure the system is shutting down supplies when credit is exhausted.
- 1.4. Where Sycous requires access to the Property the following procedure will be followed:
  - 1.4.1 in the first instance Sycous shall write, by letter or by email, to the Property providing date and time of attendance;
  - 1.4.2 where access is not granted a further letter will be sent to the Property providing date and time of attendance or requesting this be rearranged;
  - 1.4.3 where access is still not granted Sycous will write to the Customer requesting that they arrange the appointment with the End Consumer. The Customer shall be responsible for arranging the appointment with the End Consumer and notifying Sycous not less than 3 Business Days prior to the appointment of the proposed time and date.
- 1.5. On a monthly basis Sycous will provide to the Customer details of all visits in relation to the Planned Maintenance Services, including the reason for the visit, the attendance time, and details in regard to access procedure set out in clause 1.4 above.
- 1.6. Where the Customer has also opted for the Reactive Maintenance Service, Sycous may, at its option, carry out any Planned Maintenance Service whilst in attendance at the Property to perform Reactive Maintenance Services.

## **2. Replacements and spare parts**

- 2.1. In performing the Planned Maintenance Services, Sycous shall use all reasonable endeavours to source spare parts required to restore the Maintained Equipment to Good Working Order. Where replacements and spare parts are not included in the agreed fee for the Planned Maintenance Services Sycous shall have the right to charge the Customer for the spare parts.
- 2.2. All spare parts and/or replacements provided by Sycous to the Customer shall become part of the Maintained Equipment. All parts and components removed from the Maintained Equipment by Sycous in the course of performing the Maintenance Services shall no longer constitute part of the Maintained Equipment.

## **3. Customer's obligations**

- 3.1. The Customer shall:
  - 3.1.1. ensure that the Maintained Equipment is installed and kept in suitable premises and under suitable conditions, as specified in manufacturers instructions and/or the User Guide, permit only trained and competent personnel to use it and follow any operating instructions as Sycous may give from time to time;
  - 3.1.2. notify Sycous promptly if the Maintained Equipment is discovered to be operating incorrectly;
  - 3.1.3. provide an instruction or purchase order to Sycous to allow for Sycous to carry out the reactive maintenance service;
  - 3.1.4. at all reasonable times permit full and free access to the Property and to the Maintained Equipment to Sycous, its employees, contractors and agents, and provide them with adequate and safe working space, and any telecommunications facilities as are reasonably required to enable Sycous to perform the Planned Maintenance Services while at the Property;
  - 3.1.5. provide Sycous with any information that is reasonably requested in the performance of the Maintenance Services;
  - 3.1.6. take any steps reasonably necessary to ensure the safety of Sycous's personnel when attending the Property;
  - 3.1.7. not allow any person other than Sycous to maintain, alter, modify or adjust the Maintained Equipment without the prior written approval of Sycous;
  - 3.1.8. not move the Maintained Equipment from the Property without the prior written approval of Sycous (approval not to be unreasonably withheld or delayed);
  - 3.1.9. store any reserve equipment only in conditions approved by Sycous, and make this equipment available for periodic maintenance, as with all other Maintained Equipment; and
  - 3.1.10. only use supplies or materials supplied or approved by Sycous (approval not to be unreasonably withheld or delayed).

Where Sycous is unable to access a Property to provide the Planned Maintenance Services Sycous shall record the visit electronically and shall photograph the door of the Property and the no access card left to allow the Customer to rearrange the appointment.

#### **4. Excluded Maintenance**

4.1. Where Sycous:

- 4.1.1. is performing or has performed the Planned Maintenance Services in circumstances where it is established that the Maintained Equipment was not in Good Working Order due to any of the Excluded Causes; or
- 4.1.2. is unable to carry out the Planned Maintenance Services where no access is provided to the Property on the date and time agreed in accordance with clause 1.5 above; or
- 4.1.3. is unable to carry out the Planned Maintenance Services due to the End User being aggressive, intimidating or under the influence of alcohol or drugs in the reasonable opinion of Sycous;

Sycous may charge, and the Customer shall pay a fee in respect of that work in addition to the fees set out within the SaaS Terms and Conditions.