

ONLINE TERMS

These “**Terms**” are between **HEURIS ENERGY LIMITED** (Company No. 15349216), whose registered offices are at 86-90 Paul Street, 3rd Floor, London, United Kingdom, EC2A 4NE (the “**Company**”) and you, the user of the Platform (“**you**” or the “**User**”).

SERVICES

Heuris provides energy asset evaluation and development services for the renewable energy sector which may include consulting services (the “**Consulting Services**”) and access to a digital platform containing relevant site, budget and project management tools, as further defined in and governed by Schedule 1 (the “**Platform**”).

Heuris agrees to provide the Platform to **you** and such of your employees and representatives as it authorises (each also a “**User**”) to access its account (the “**Admin Account**”) or create sub-accounts on the Platform (each an “**Account**”) on the basis of these Terms and the Privacy Policy which are deemed to be incorporated into this Agreement by reference, together being the “**Applicable Terms**”.

By (i) using or installing the Platform; or (ii) signing up for an Admin Account, you agree to the Applicable Terms which will bind you. If you do not agree to the Applicable Terms, we do not permit you any rights of use in relation to the Platform and you must immediately stop using the Platform.

Unless otherwise agreed in writing, the Admin Account and/or Platform may not be used by any of your affiliates, portfolio companies, or other individuals or groups within the Users company, or any third party without creating a separate account with Heuris.

You will use your best efforts to procure all Users’ compliance with these Terms and will be responsible for any breach by any Users and any other persons who gain access to the Platform through the use of User logins.

Within the Platform we may offer some or all of the following services:

- a) Financial modeling tooling for new renewable energy assets
- b) Site discovery and evaluation for new renewable energy assets
- c) Cost benchmarking for different types of fuels and energy generation systems

APPLICABLE TERMS

Heuris agrees to provide the Services to the User on the basis of these Terms (including the Licence granted herein) and the Privacy Policy which are deemed to be incorporated into this Agreement by reference, together being the “**Applicable Terms**”.

FEES

The User will pay to Heuris all agreed fees in respect of the Consulting Services, as invoiced (the “**Consulting Fee**”). The Consulting Fee is based on the specific assumptions and limitations discussed and agreed with you and if any of those ceases to be true, an additional fee will be payable. Heuris will notify the User promptly if it considers this to be the case, and the User will have the option to accept the additional fee, or terminate the Services either once the original agreed scope has been delivered, if that remains possible, or immediately if it is not. If the Services are terminated, the original Consulting Fee will remain payable by the User subject to the Termination clause below. All invoices will be payable within 14 days of receipt.

The User will pay to Heuris all agreed subscription fees to access the Platform as notified to you in creating your account on the Platform and as applicable to the chosen tier of service (the “**Subscription Fees**”). Any changes to the Subscription Fees will be notified to you as soon as they are applicable. Subscription Fees will be deducted from the credit card provided by you via your Platform account. If you do not wish to pay any required amount you will lose access to the Platform.

The Consulting Fees and the Subscription Fees together will be referred to as the “**Fees**”.

You agree that you are responsible for any and all data charges you incur from mobile service providers, internet service providers or other data providers for or as a result of using the Platform.

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All amounts payable by the User under this Agreement are exclusive of amounts in respect of value added tax (“**VAT**”) chargeable. Where any taxable supply for VAT purposes is made under this Agreement by Heuris to the User, the User will, on receipt of a valid VAT invoice from Heuris, pay to Heuris such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

SUPPORT

Heuris will provide your Users with support as requested. You can contact us through the Platform or at support@heurisenergy.com. We provide you with any necessary updates primarily through the Platform, although we may also send you information to your email address where we consider this appropriate. Please review our Privacy Policy for more information. You are responsible for maintaining and regularly checking the Platform, device or e-mail inbox for information and notifications from us. We will communicate with you in English.

PLATFORM LICENCE

Subject to you agreeing to abide by the Applicable Terms, we grant you a personal, non-transferable, non-sublicensable, non-exclusive and non-commercial licence to use the Platform (the “**Licence**”) for the duration of these Terms. We reserve all other rights.

You grant us (and our partners as relevant) a non-exclusive, royalty-free licence to use the data relating to and provided by your Accounts, in order to provide you with, and improve, the Platform or our service offering generally, or as otherwise referred to in this Licence or the Privacy Policy, with the right to use, modify, display, distribute and create new material using or incorporating such information to provide the Platform to you. As long as the relevant data is aggregated and anonymised we can also sell, license, reproduce, distribute and disclose data that is derived from your use of the Platform and this right continues after termination of these Terms.

By submitting information, you agree that we and our partners as relevant can use the information for the purposes set out above or any other purpose we deem reasonable, without additional consent or charge other than where it contains personal data.

Except as expressly set out in this Licence or as permitted by any local law, you will not:

- a) copy, rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Platform;
- b) make alterations to, or modifications of, the whole or any part of the Platform, or permit the Platform or any part of it to be combined with, or become incorporated in, any other programs or change, modify, adapt or alter another website so as to inaccurately imply an association with the Platform or Heuris in any way;
- c) access the Platform via any unauthorised method including, but not limited to, automated devices, scripts, bots, spiders, crawlers or scrapers (except for standard search engine technologies, as authorised by Heuris);
- d) submit, upload, connect or transfer in any way any unsolicited content, information, ideas, suggestions or other materials;
- e) disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Platform or attempt to do any such thing except to the extent that such actions cannot be prohibited because they are essential for the purpose of achieving interoperability of the Services with another software program, and provided that the information obtained by you during such activities:
 - i) is used only for the purpose of achieving interoperability of the Services with another software program;
 - ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and

Contact
P. +49 163 260 9757
E. accounting@heurisenergy.com
W. heurisenergy.com

Bank details
IBAN: GB63 REVO 0099 6997 5786 95
BIC: REVOGB21

- iii) is not used to create any software that is substantially similar to the Platform and/or the Services;]
- iv) provide or otherwise make available the Platform in whole or in part (including object and source code), in any form to any person without prior written consent from us; and
- v) be in breach of technology control or export laws and regulations that apply to the technology used or supported by the Platform.

You may not for any reason at any time:

- a) use the Platform in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with the Licence or these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Platform or any operating system or attack our site via a denial-of-service attack or a distributed denial-of service attack and you acknowledge that by breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990;
- b) infringe our intellectual property rights or those of any third party in relation to your use of the Platform (to the extent that such use is not licensed by the Licence);
- c) transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Platform;
- d) use the Platform in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- e) collect or harvest any information or data from the Platform or our systems or attempt to decipher any transmissions to or from the servers running the Platform.

INTELLECTUAL PROPERTY RIGHTS

The following definitions will apply for the purposes of this clause:

"Intellectual Property" means all intellectual property and all related rights including but not limited to any and all patents, trademarks, service marks, copyrights, database rights, moral rights, rights in a design, know-how, confidential information and all or any other intellectual or industrial 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 or attaching thereto which is created, brought into existence, acquired, used or intended to be used.

"Works" means all work product, records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, typographical arrangements, software, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared or created by Heuris during provision of the Services.

Each Party will remain the owner of full legal and beneficial title to all Intellectual Property owned or controlled by them as at the date of this Agreement and any Intellectual Property conceived or created by or on behalf of them during the course of this Agreement and more particularly: (i) Heuris will hold all legal and beneficial interest in the Works, but grants the User with a non-transferable, non-sublicensable, non-exclusive and non-commercial licence to use the Works; (ii) the User acknowledges that all Intellectual Property rights in the Platform and the technology anywhere in the world belong to Heuris or its licensors, that rights in the Platform are licensed (not sold) to the User and that it has no rights in, or to, the Platform or the technology other than the right to use each of them in accordance with the terms of this Agreement; (iii) the User acknowledges that it has no right to have access to the Platform in source-code form; and (iv) Heuris asserts, on behalf of its employees, all moral rights as authors of the source code, and all content produced in providing the Consulting Services and reserve all applicable intellectual property rights anywhere in the world, without limitation.

If a Party breaches this clause, the non-breaching Party reserves the right to seek any and all available contractual remedies including but not limited to applying for interim, provisional and conservatory measures.

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WARRANTIES

The User represents, warrants and undertakes to the other Party that: (i) it has full legal capacity, right, authority and power to enter into this Agreement, to perform its obligations under this Agreement, and to carry on its business and/or activities; (ii) this Agreement constitutes a legal, valid and binding agreement, enforceable in accordance with its terms; (iii) it has not relied upon any representation made by Heuris other than those expressly set out in these Terms; and (iv) it is not subject to an insolvency event.

COMPLIANCE

The User will, (and you will ensure that your directors, employees, agents, representatives, contractors or subcontractors will) comply with all applicable laws and regulations including but not limited to (i) anti-slavery and human trafficking laws (including the UK Modern Slavery Act 2015) (ii) anti-bribery and anti-corruption legislation (including the US Foreign Corrupt Practices Act 1977 and the UK Bribery Act 2010) (iii) data protection and privacy laws (including the Data Protection Act 2018 and the EU General Data Protection Regulations).

The collection, storage and processing of personal data in relation to these Terms is as set out in the Privacy Policy. By executing this Agreement you are confirming that you have read, understood and consented to the terms set out therein.

INDEMNITIES

The User agrees to indemnify, defend and hold harmless Heuris and its affiliates, successors and assigns (and its and their representatives) from and against any and all claims, damages, liabilities, losses, settlements, costs and expenses which arise out of or relate to: (i) any dishonest, inaccurate, incomplete, fraudulent, negligent, wrongful, unlawful, or criminal act or omission by you in connection with your use of the Services or the Platform; (ii) any breach of these Terms; (iii) the use of any Intellectual Property in a manner not contemplated or otherwise permitted by these Terms; and (iv) any act or omission of the User which results in a third-party claim against Heuris. The indemnities set out in this clause will survive termination of this Agreement for any reason and are not limited by the below.

LIMITATION OF LIABILITY

Nothing in this Agreement limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence or fraud or fraudulent misrepresentation.

The Company will not be liable to you for any loss of anticipated savings, use or corruption of software, data or information or any indirect or consequential loss of any kind, including loss of profits and you acknowledge and agree that Heuris will not be liable (including in cases of negligence) for any losses associated with any breach of data, security or passwords.

To the maximum extent permitted by law, the Company's aggregate liability arising from, under or in connection with the Applicable Terms will be limited to an amount equal to the total value of the Fees under this Agreement.

You acknowledge that the Platform has not been developed or customised to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Platform meet your purposes.

The Platform may contain links to other independent third-party websites (the **"Third-Party Sites"**). Third-Party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-Party Sites, including the purchase and use of any products or services accessible through them. Under no circumstances will we be liable in any way for any third-party content, including, but not limited to, any errors or omissions or any loss or damage of any kind incurred as a result of the use of any third-party content posted, emailed, transmitted, or otherwise made available via the Platform or broadcast elsewhere.

To the maximum extent permitted by applicable law, the Platform is provided "as is" and "as available", with all faults and without warranty of any kind, and we disclaim all warranties and conditions with respect to the Platform, either express, implied or statutory, including, but not limited to, any implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third-party rights.

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We do not warrant against interference with your enjoyment of the Platform, that the functions contained in the Platform will meet your requirements, that the operation of the Platform will be uninterrupted or error-free, or that defects in the Platform will be corrected. No oral or written information or advice given by us or our authorised representative will create a warranty. Should the Platform prove defective, you assume the entire cost of all necessary servicing, repair or correction.

We cannot guarantee that the Platform will always be free from viruses. You are responsible for protecting your information technology (including your mobile telephone) in order to access the Platform safely, and for the security of your internet connection.

CONFIDENTIALITY

In this Agreement "**Confidential Information**" will include, but is not limited to any names and contact details of customers and potential customers or suppliers and potential suppliers, marketing/business plans, expansion plans, business strategy, sales forecasts, pricing structures and sales promotions organised with customers and Users, research activities, ideas, computer programs, financial information, results and forecasts, details of Heuris's employees (including their rates of remuneration and bonus payments), requirements, terms of trade and identity of Heuris's suppliers and customers, and any other information which is likely to be or would be assumed by a reasonable businessperson to be confidential and any information in relation to which Heuris owes a duty of confidentiality to any third party, save in respect of such information which is in the public domain other than directly or indirectly by reason of your act or omission.

Each of the Parties agrees that it: (i) will not, without the prior written consent of the other Party, use the Confidential Information other than as necessary to fulfil its obligations under this Agreement; (ii) disclose the Confidential Information it has or acquires about the other Party to any person; and (iii) will use commercially reasonable best efforts to prevent the use or disclosure of Confidential Information.

The confidentiality obligations do not apply to: (i) any information which is required to be disclosed to any competent governmental or statutory authority, court or tribunal or pursuant to rules or regulations of any relevant regulatory, administrative or supervisory body; or (ii) any information which becomes generally known to the public, other than by reason of any wilful or negligent act or omission of such Party or any of their respective representatives.

In the event that any disclosure of Confidential Information is required pursuant to sub-clauses (a) or (b), the Party making the disclosure will, to the extent permitted by law, promptly inform the other Parties of such required disclosure, consult with the other Parties in advance as to the form, content and timing of such disclosure, and reasonably cooperate with such other Parties to afford such other Parties opportunity to resist disclosure or obtain a protective order or similar relief to limit the disclosure of such Confidential Information.

SUSPENSION

Heuris reserves the right to suspend performance of any or all Services, and to suspend access to the Platform at any time, if: (i) Heuris in its absolute discretion considers that Heuris's brand, operations or business may be adversely affected or harmed as a result of the User's continued access; or (ii) the User is 5 days or more in arrears in meeting any payment obligations; or (iii) the User is in material breach of any of the Applicable Terms.

TERMINATION

The Applicable Terms will take effect on the date this Agreement is signed, and continue until the Services have been completed or it is terminated in accordance with this clause.

Either Party may terminate this Agreement on 30 days' written notice to the other Party, or immediately without notice if: (i) the other Party is in breach; (ii) either Party ceases to carry on business, becomes bankrupt, enters into liquidation, has a receiver or official manager appointed or any other insolvency or bankruptcy proceedings are taken.

Fees in respect of Services terminated prior to full delivery (i) will be calculated and paid pro rata, if the reason for termination was unrelated to the quality or compliance of the Services with this Agreement; (ii) will not be payable if the termination is as the result of non-compliance or a failure to deliver the Services to the standards set out in this Agreement.

These Terms will be effective from the time you begin to use the Platform and will continue until terminated in accordance with its terms.

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You may stop using the Platform at any time, whereupon any rights granted to you under these Terms in respect of the Platform will cease, but all your obligations will remain, including any payment obligations in relation to the Consulting Services.

You may terminate the Licence granted under these Terms by deactivating your Account at any time. No refunds will be given for Fees paid in advance for the period following deactivation.

We may terminate the Licence granted under these Terms by deactivating your Account at any time with 30 days written notice for any reason including but not limited to the termination of an associated User account.

On termination for any reason: (i) all rights granted to you under the Licence will cease (ii) you must immediately cease all activities authorised by the Licence granted under these Terms.

GENERAL

Any notice given under this Agreement must be in writing by email (unless otherwise required by law) and will be deemed to have been given on transmission. Notices to Heuris must be sent to legal@heurisenergy.com or to any other email address notified to you from time to time.

Nothing in this Agreement will be deemed to constitute a partnership or joint venture between the Parties or constitute any Party the agent of the other for any purpose.

If a provision of this Agreement is held to be void, invalid, illegal or unenforceable, that provision is to be construed as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from this Agreement without affecting the validity or enforceability of the remainder of that provision or the other provisions of this Agreement.

No Party will assign or transfer this Agreement without the prior written consent of all Parties.

This Agreement may be entered into in any number of counterparts, all of which, taken together, will constitute one and the same instrument.

Each Party will bear its own costs and expenses in connection with the preparation, negotiation and entering into, and this Agreement.

This Agreement does not confer any rights on any person or Party (other than the Parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

No variation of this Agreement (or of any of the documents referred to in this Agreement) will be valid unless it is in writing and signed by or on behalf of each Party. The expression "variation" will include any amendment, supplement, deletion or replacement however effected.

Unless expressly agreed, no variation will constitute a general waiver of any provisions of this Agreement, nor will it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of variation, and the rights and obligations of the Parties under or pursuant to this Agreement will remain in full force and effect, except and only to the extent that they are so varied.

No failure on the part of any Party to this Agreement to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, and any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

GOVERNING LAW AND JURISDICTION

This Agreement will be governed by, and construed in accordance with, the laws of England and Wales. Any disputes arising out of or in connection with this Agreement will be referred to and finally resolved by arbitration pursuant to the Arbitration Rules of the London Court of International Arbitration for the time being in force, which rules are deemed to be incorporated by reference in this clause. The tribunal will consist of a sole arbitrator. The seat, or legal place, of the arbitration will be London. The language of the arbitration will be English. This arbitration agreement will be governed by and construed in accordance with the laws of England and Wales.

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