



Licence Agreement

PLEASE READ CAREFULLY BEFORE ACCESSING ANY SOFTWARE FROM THIS WEBSITE:

This licence agreement (Licence) is a legal agreement between you (Licensee or You) and arbnco Ltd (company number SC423816) of 121 Inovo- Ground Floor Suite F, George Street, Glasgow, Scotland, G1 1RD (Licensor, Us or We) for:

- The arbnco Ltd proprietary computer software You are about to access, the data supplied with that software and the associated media (Software); and
- Printed materials and electronic documents relating to the Software (Documents) and the Reports (as defined in Clause 4.2 below).

We license use of the Software, Documents and Reports to You on the basis of this Licence. We do not sell the Software, Documents or Reports to You. We remain the owners of the Software, Documents and Reports at all times.

IMPORTANT NOTICE TO ALL USERS:

- BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU. YOUR CONTINUED USE OF THE SOFTWARE CONSTITUTES YOUR ONGOING AGREEMENT TO THE TERMS OF THIS LICENCE. THE TERMS OF THIS LICENCE INCLUDE, IN PARTICULAR, LIMITATIONS OF LIABILITY IN CLAUSE 8.
- IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, PLEASE CLICK ON THE "NOT ACCEPT" BUTTON BELOW IN ORDER TO REJECT THIS LICENCE. IN THAT CASE WE WILL NOT LICENCE THE SOFTWARE, DOCUMENTS AND REPORTS TO YOU, YOU MUST DISCONTINUE ALL USE OF THE SOFTWARE AND DOCUMENTS, YOU WILL NOT BE ABLE TO ACCESS THE SOFTWARE AND YOU WILL NOT BE ABLE TO GENERATE ANY REPORTS USING THE SOFTWARE AND DOCUMENTS.

YOU SHOULD PRINT A COPY OF THIS LICENCE FOR FUTURE REFERENCE.

1. GRANT AND SCOPE OF LICENCE

1.1 In consideration of the payment by You of any licence fee which You may have agreed to pay to Us (or where no licence fee is being paid to Us because We are providing the Software and Documents on a free trial), You agree to abide by the terms of this Licence. We hereby grant to You a non-exclusive, non-transferable licence to use the Software, the Documents and the Reports in the UK on the terms of this Licence.

1.2 You may use the Software and the Documents for your internal business purposes only.

2. RESTRICTIONS



- 2.1 Except as expressly set out in this Licence or as permitted by any local law, You undertake:
- 2.1.1 not to copy the Software or Documents except where such copying is incidental to the use permitted under Clause 1.2 ,
 - 2.1.2 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Documents;
 - 2.1.3 not to make alterations to, or modifications of, the whole or any part of the Software, nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
 - 2.1.4 not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such thing;
 - 2.1.5 to keep all user log in details provided to You secure;
 - 2.1.6 to include our copyright notice on all entire and partial copies You make of the Software or any Reports on any medium;
 - 2.1.7 not to remove any disclaimers or legal notices which may appear on the Reports from time to time, including (without limitation) the following disclaimer :-

DISCLAIMER

The content of this Report is provided for general information only. It is not intended to amount to advice on which you should or can rely. You must obtain professional or specialist advice on the content of this Report before taking, or refraining from, any action on the basis of the content of this Report.

The content of this Report is generated by a third party licensee of arbnco Ltd (Company Number SC423816) which licensee is solely responsible for the accuracy of all data imputed into the arbnco Ltd software used to generate this Report and for the accuracy of this Report itself. arbnco Ltd makes no representations, warranties or guarantees (whether expressed or implied) that the content of this Report is accurate. "

- 2.1.8 not in any way to amend any outputs from Your usage of the Software (including any Reports);
 - 2.1.9 not to provide or otherwise make available the Software in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person without Our prior written consent;
 - 2.1.10 to comply with all applicable laws and regulations with respect to Your activities under this Licence, including complying with all applicable technology control or export laws and regulations;
 - 2.1.11 to carry out all other responsibilities of the Licensee set out in this Licence in a timely and efficient manner;
 - 2.1.12 to obtain and maintain all necessary licences, consents, and permissions necessary for Us and Our contractors and agents to perform our obligations under this Licence;
 - 2.1.13 to ensure that your network and systems comply with the relevant specifications provided by Us from time to time; and
 - 2.1.14 to be solely responsible for procuring and maintaining Your network connections and telecommunications links from Your systems to our data centres, and for resolving all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Your network connections or telecommunications links or caused by the internet.
- 2.2 You agree that You shall have sole responsibility for the legality, reliability, integrity, accuracy, content and quality all outputs from Your usage of the Software (including any Reports).



3. CUSTOMER DATA

3.1 You will own all right, title and interest in and to all of the data inputted by You into the Software (the "Data") and You shall have sole responsibility for the legality, reliability, integrity, accuracy, content and quality of the Data.

3.2 You hereby grant to Us a non-exclusive, irrevocable, royalty free, worldwide perpetual licence to use the Data for any purpose related to our business and to access, view and manipulate the Data.

3.3 The Data shall not constitute Confidential Information as defined in Clause 5 below.

3.4 We shall follow our archiving procedures for the Data as set out in our Back-Up and Replication Policy, which forms part of our ISO27001 certified Information Management and Data Security Management System, available on request. We reserve the right to amend our Back-up Policy from time to time at our sole discretion. In the event of any loss or damage to the Data, Your sole and exclusive remedy shall be for Us to use Our reasonable commercial endeavours to restore the lost or damaged Data from the latest back-up of such Data maintained by Us. We shall not be responsible for any loss, destruction, alteration or disclosure of Data caused by any third party (except those third parties to whom we may sub-contract any services related to maintenance and back-up of Data).

3.5 We shall comply with our Privacy and Security Policy relating to the privacy and security of the Data available at www.arbnco.com or such other website address as may be notified to You from time to time. We reserve the right to amend our Privacy and Security Policy from time to time in our sole discretion.

3.6 If we process any personal data on behalf of You when performing our obligations under this Licence, we both agree that it is our intention that You will be the data controller and We shall be a data processor and in any such case:

- a) You acknowledge and agree that the personal data may be transferred or stored outside the EEA or the country where You are located in order to carry out our obligations under this Licence;
- b) You shall ensure that You are entitled to transfer the relevant personal data to Us so that We may lawfully use, process and transfer the personal data in accordance with this Licence on Your behalf;
- c) You shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
- d) We will process the personal data only in accordance with the terms of this Licence and any lawful instructions reasonably given by You from time to time; and
- e) Each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Notwithstanding the provisions of Clause 3 above, You acknowledge that all rights in patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world (the "Intellectual Property Rights") in the Software and the Documents anywhere in the world belong



to Us, that Intellectual Property Rights in the Software are licensed (not sold) to You, and that You have no Intellectual Property Rights in, or to, the Software or the Documents other than the right to use them in accordance with the terms of this Licence.

4.2 Any Intellectual Property Rights which result from or are obtained or developed by You using the Software and/or the Documents shall belong to Us including, for the avoidance of doubt, any asset energy reports which are generated from the Data using the Software ("Reports"). We hereby grant You a perpetual non-transferable licence to use the Reports for Your internal business purposes. We have no responsibility whatsoever for the way in which any Reports are used.

4.3 We confirm that We have all the rights in relation to the Software and the Documentation that are necessary to grant all the rights We purport to grant under, and in accordance with, the terms of this Licence.

4.4 You acknowledge that You have no right to have access to the Software in source code form.

5. CONFIDENTIALITY

5.1 Each party may be given access to information that is proprietary or confidential (Confidential Information) from the other party in order to perform its obligations under this Licence. A party's confidential information shall not be deemed to include information that:

- a) is or becomes publicly known other than through any act or omission of the receiving party;
- b) was in the other party's lawful possession before the disclosure;
- c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
- e) comprises Data.

5.2 Subject to Clause 5.4, each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the terms of this Licence.

5.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access pursuant to this Licence is not disclosed or distributed by its employees or agents in violation of the terms of this Licence.

5.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 5.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

5.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

5.6 You acknowledge that details of the Software and the Documents, and the results of any performance tests carried out by Us in relation to the Software, constitute our Confidential Information.

6. LIMITED WARRANTY

6.1 Where You pay us a licence fee (but not otherwise), We warrant that:

6.1.1 the Software will, when properly used and on an operating system for which it was designed, perform substantially in accordance with the functions described in the Documents;



and

6.1.2 that the Documents correctly describe the operation of the Software in all material respects,

for a period of 30 days from the date of Your accessing the Software (Warranty Period).

6.2 If, within the Warranty Period, You notify us in writing of any defect or fault in the Software as a result of which it fails to perform substantially in accordance with the Documents, We will, at our sole option, either repair or replace the Software, provided that You make available all the information that may be necessary to help Us to remedy the defect or fault, including sufficient information to enable Us to recreate the defect or fault.

6.3 The warranty in Clause 6.2 does not apply:

6.3.1 if the defect or fault in the Software results from You having altered or modified the Software;

6.3.2 if any data which you have inputted into the Software is inaccurate; or

6.3.3 if the defect or fault in the Software results from You having used the Software in breach of the terms of this Licence.

7. INDEMNITY

7.1 You will defend, indemnify and hold Us harmless from and against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with Your use of the Software and/or Documentation, provided that:

a) We give You prompt notice of any claim;

b) We reasonably co-operate with You in the defence and settlement of the claim, at your expense; and

c) You are given authority to defend or settle the claim.

7.2 We will defend you against any claim that the Software or Documentation infringes any United Kingdom patent (effective as of the date that you enter into this Licence) or copyright, trade mark, database right or right of confidentiality, and We will indemnify You for any amounts awarded against You in judgment or settlement of any such claims, provided that:

a) You give Us prompt notice of any such claim;

b) You reasonably cooperate with Us in the defence and settlement of the claim, at our expense; and

c) We are given authority to defend or settle the claim.

7.3 In the defence or settlement of any claim, We may procure the right for You to continue using the Software, replace or modify the Software so that it becomes non-infringing or, if this is not reasonably available, terminate this Licence without any additional liability or obligation to pay liquidated damages or other additional costs to You.

7.4 In no event will We, our employees, agents and sub-contractors be liable to You to the extent that the alleged infringement referred to in Clause 7.2 is based on:

a) a modification of the Software or Documentation by anyone other than Us; or

b) Your use of the Software or Documentation in a way which is contrary to the instructions given to You by Us; or

c) Your use of the Software or Documentation after notice of the alleged or actual infringement from Us or any appropriate authority.

7.5 These are your sole and exclusive rights and remedies, and our (including our employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.



8. LIMITATION OF LIABILITY

8.1 You acknowledge that the Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documents meet your requirements. We shall have no liability to You whatsoever in respect of the manner in which You use the Software and/or for any consequences that may follow from any failure on Your part to use the Software in accordance with the terms of this Licence.

8.2 We only supply the Software and Documents for Your internal business purposes and You agree not to use the Software or Documents for any re-sale purposes. You further agree that You shall only distribute Reports to your customers from time to time and that We shall not have any liability for the legality, reliability, integrity, accuracy, content and quality of the Reports.

8.3 We shall not in any circumstances whatever be liable to You, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:

8.3.1 loss of profits, sales, business, or revenue;

8.3.2 business interruption;

8.3.3 loss of anticipated savings;

8.3.4 loss or corruption of data or information;

8.3.5 loss of business opportunity, goodwill or reputation; or

8.3.6 any indirect or consequential loss or damage.

8.4 Other than the losses set out in Clause 8.3 (for which We are not liable) and subject to Clause 8.5, our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited as follows :-

8.4.1 where a licence fee is paid to Us under this Licence, our maximum aggregate liability under or in connection with this Licence shall be limited to the amount of that licence fee paid under this Licence up to the date of the relevant breach; or

8.4.2 (where no licence fee has been paid to Us under this Licence up to the date of the relevant breach because We are providing the Software and Documents on a free trial) We shall have no liability under or in connection with this Licence (and You acknowledge that this is fair and reasonable given that the Software and Documents are then provided "as is" without any warranty from Us and entirely at Your risk).

8.5 Nothing in this Licence shall limit or exclude Our liability for:

8.5.1 death or personal injury resulting from our negligence;

8.5.2 fraud or fraudulent misrepresentation;

8.5.3 any other liability that cannot be excluded or limited by Scots law.

8.6 This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Software and Documents. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Software and Documents which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

9. TERMINATION

9.1 This Licence will terminate automatically (without notice being required for the purpose) on the expiry of any fixed licence period We have agreed with You.

9.2 We may terminate this Licence immediately by written notice to You if You commit a material or persistent breach of this Licence which You fail to remedy (if remediable) within 14 days after



the service of written notice requiring You to do so.

9.3 Upon termination of this Licence for any reason:

9.3.1 all rights granted to You under this Licence shall cease;

9.3.2 You shall immediately cease all activities authorised by this Licence;

9.3.3 You shall immediately pay to Us any sums due to Us under this Licence;

9.3.4 Your login details shall no longer be valid and You shall no longer be able to access the Software or any Reports which are stored on Your account; and

9.3.5 You shall have no further access to any Reports.

9.4 It will be Your obligation to ensure that you have locally saved any Reports which You require access to following any termination of this Licence.

10. COMMUNICATIONS BETWEEN US

10.1 If We have to contact You or give You notice in writing, We will do so by e-mail or by pre-paid post to the address You provide to Us in writing.

10.2 Please note that any notice given by You to Us, or by Us to You, will be deemed received and properly served immediately when posted on Our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

11. EVENTS OUTSIDE OUR CONTROL

11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in Clause 11.2.

11.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks.

11.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under this Licence:

11.3.1 Our obligations under this Licence will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control; and

11.3.2 We will use our reasonable endeavours to find a solution by which Our obligations under this Licence may be performed despite the Event Outside Our Control.

12. OTHER IMPORTANT TERMS

12.1 We may freely subcontract or assign Our rights and/or obligations under this Licence but this will not affect Your rights or Our obligations under this Licence.

12.2 You may only assign your rights and/or your obligations under this Licence to another person if we first agree in writing to Your doing so.

12.3 Nothing in this Licence is intended to, or shall be deemed to, establish any partnership or joint venture between Us and You, constitute any party the agent of the other party, or authorise any party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

12.4 No one other than a party to this Licence and their permitted assignees shall have the right to enforce any of its terms.

12.5 No variation of this Licence shall be effective unless it is in writing and signed by Us and You



(or our respective authorised representatives).

12.6 This Licence and any document expressly referred to in it constitutes the entire agreement and understanding between Us and You regarding its subject matter and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to such subject matter. You agree that You shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence or any document expressly referred to in it. You agree that You shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this in this Licence or any document expressly referred to in it.

12.7 If We fail to insist that you perform any of your obligations under this Licence, or if We do not enforce our rights against You, or if we delay in doing so, that will not mean that we have waived our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.

12.8 Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

12.9 This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by Scots law. We both irrevocably agree to the exclusive jurisdiction of the courts of Scotland.