

[Redacted]
Defra

Nobel House 17 Smith Square
Westminster, London SW1P 3JR

05 December 2023

Re: Utilidex | Energy.Hub – Heads of Terms

Dear Ayo,

Following our recent conversations to extend the EA/Defra contract, please see in the below pages the contract terms and conditions for the Utilidex Energy.Hub product. The scope of the framework with YPO can be found under the Ref No. 1033 Utilities Invoice Validation and Energy Management Service framework agreement.

Our proposal includes the following items, as listed below:

Schedule A - Key Contract Terms

The contract terms and conditions are contained within this section, inclusive of the items which need to be delivered to EA/Defra to utilise the software in line with existing practices.

Schedule B – Terms and Conditions

These are your key Contract Terms, which list out the key terms specific to your Agreement.

We are very much looking forward to working with you to deliver the Energy.Hub! Please could you sign and send back at your earliest convenience.

Yours sincerely,

[Redacted]

[Redacted]

Utilidex Ltd
Client Partner

[Redacted]

[Redacted]

Level39, One Canada Square, London E14 5AB

1. Schedule A – Key Contract term

Call-Off Contract Reference: C19655

Call-Off Contract Title Utilities Management System

Call-Off Contract description: An Energy Management System that provides access to visualisation software to analyse and report on utilities consumption data and provides access to additional functionality including Bill Validation, Billing, Budget Forecasting and Carbon Reporting. To be provided to Defra, Environment Agency Animal Plant and Health Agency, Rural Payments Agency, Veterinary Medicines Directorate, Marine Management Organisation, Centre for Environment Fisheries and Aquaculture Science and across wider Defra Group.

Commencement Date: 1st April 2023

Start Date: 1st April 2023

Expiry Date: 31st March 2026

Call-Off Contract value: £ [REDACTED] (ex VAT), capped at £ [REDACTED] per annum.

Charging Method: BACS Payment, quarterly in arrears

From the Buyer:

[REDACTED]

Department of Environment,
Food and Rural Affairs
Area 4A, Nobel House,
17 Smith Square,
London.
SW1P 3JR

From the Supplier:

Utilidex Ltd

[REDACTED]

Director, Co-Founder
Level 39
One Canada Square
London
E14 5AB

Principal contact details

For the Buyer:

Title: Sustainability & Energy Team | Defra Group Facilities Management

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Mobile: [REDACTED]

Title: Sustainability Advisor | Sustainability & Energy Team

Name: David Brunswick

Email: [REDACTED]

Phone: [REDACTED]

Mobile: [REDACTED]

For the Supplier:

Title: Client Partner

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

2. Call-Off Contract term

Start date	This Call-Off Contract Starts on 01 April 2023 and is valid for 36 months, with the option to extend for a further 12 months.
Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums.</p> <p>The notice period for the Buyer is a maximum of 30 days from the date of written notice for Ending without cause.</p>
Extension period	<p>This Call-Off Contract can be extended by the Buyer for one period of up to 12 months, by giving the Supplier 30 days written notice before its expiry. The extension period is subject to clauses 3.14.3 and 3.14.4 in Schedule B below.</p> <p>Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 3.14.3 to 3.14.6. in Schedule B below.</p> <p>If a buyer is a central government department and the contract then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:</p> <p>https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</p>

Buyer contractual details


This Order is for the YPO Services outlined below. It is acknowledged by the Parties that the volume of the YPO Services used by the Buyer may vary during this Call-Off Contract.

YPO Framework	This Call-Off Contract is for the provision of Services Under: Lot 1 - Bill Validation and Energy Management Service		
YPO Services required	Sort Order	Main Menu	Sub-Menu Name
	1	Home	
	2	Home	Hub Overview
	3	Home	Hub Overview - Create new dashboard
	4	Home	Hub Overview - Add public dashboard
	5	Home	Hub Overview - Add Users
	6	Home	Hub BI
	7	Home	Hub dashboard
	8	Sites	
	9	Sites	View Site List
	10	Sites	Single Site Entry
	11	Sites	Add Edit Site
	12	Sites	Multiple Site Entry
	13	Sites	Summary Site Map
	14	Sites	Update Baskets
	15	Tasks	
	16	Tasks	View Tasks
	17	Metering	
	18	Metering	Track File Import
	19	Metering	View HeatMap
	20	Metering	Manage SLAs
	21	Bills	
	22	Bills	Data Manager
	23	Bills	Data Manager - Import Prices
	24	Bills	Data Manager - Import XLS/EDI
	25	Bills	Validation
	26	Bills	Validation - Validate Bills
	27	Bills	Validation - Validate Invoices
	28	Bills	Validation - Query Management
	29	Bills	Export Payment File
	30	Bills	Bill Data
	31	Bills	Bill Data - Search Invoices
	32	Bills	Bill Data - Generate Accruals
	33	Rates	
	34	Rates	Rate Reviewer
	35	Rates	Tariff Manager
	36	Budgets	

37	Budgets	Summary
38	Budgets	Planned
39	Budgets	Tracking
40	Reports	Generate Reports
41	Notifications	
42	Notifications	User Alerts
43	Notifications	User Alerts - Site Addition Trigger
45	Notifications	User Alert - Capacity Alert
46	Notifications	User Alert - Erratic Consumption Alert
47	Notifications	User Alert - EDI/XLS Completion Alert
48	Notifications	User Alerts - Planned vs Actuals Usage Alert
49	Notifications	User Alerts - Vacant Energy
50	Notifications	Automation
51	Settings	
52	Settings	My Company (Company, Theme, Contact Manager)
53	Settings	Data Settings (Site Data, Groups, Suppliers, Commission Management)
54	Settings	Data Settings - Conversion Settings
55	Settings	User Management
	Sort Order	Reporting Section Report Menu
1	Validation	EDI_XLS Mismatches Report
2	Validation	Uninvoiced Report
3	Validation	Primary Secondary Validation Report
4	Validation	Validation Report
5	Validation	Friendly Names Details
6	Billing	Rate Reviewer
7	Energy Management	Energy Performance Report
8	Energy Management	Vacant Energy Report
9	Validation	Bill Validation Issues Report
10	Validation	Query Management Report
11	Billing	Supplier Invoice
12	Purchasing	Commission
13	Purchasing	Basket
14	Validation	Triad Report
15	Billing	Hub Invoice
16	Validation	EDI Processing Report
17	Consumption	Site Consumption Summary Report
18	Energy Management	Sunday Night Tracker Report (Power)
19	Consumption	Meter Consumption Detailed Report
20	Energy Management	Friday Night Tracker Report (Power)
21	Energy Management	Source Data - Siemens Raw

22	Consumption	Site Consumption Detailed Report
23	Consumption	Meter Consumption Summary Report
24	Data Audit	Portfolio List (All)
25	Energy Management	Settled vs Raw Summary (Power)
26	Energy Management	Settled vs Raw Detailed (Power)
27	Energy Management	Meter Reactive Power Detailed Report (Power)
28	Analytics	Energy Consumed per Square Feet
29	Billing	Hub Invoice (invoice date)
30	Billing	Supplier Invoice (invoice date)
31	Analytics	Energy Cost per Square Feet
32	Energy Management	Planned vs Actuals
33	Analytics	Consumption, Cost, Carbon (Power)
34	Analytics	Seasonal Consumption Report (Power)
35	Analytics	RAG Report (Power)
36	Analytics	Capacity Report (Power)
37	Budgeting	Budget Download
38	ESOS	Carbon Reduction Commitment Report
39	ESOS	Greenhouse Gas Report
40	Data Audit	Data Quality
41	Consumption	Meter NHH Consumption Detail Report
42	Data Audit	New Site Entries
43	Analytics	Key KPI Data Report (Power)
44	Data Audit	Portfolio Changes
45	Validation	Invoice Tracker
46	Analytics	Conversion Report
Sort Order Power BI Name		
1	Power BI - Consumption Analysis	
2	Power BI - RAG and Season KPIs	
3	Power BI - Consumption Benchmark KPIs	
4	Power BI - Capacity Limit	
5	Power BI - Billing KPIs	
6	Power BI - Invoice Summary	
7	Power BI - Budget Analysis	
8	Power BI – Generation	
Sort Order Additional items		
1	Functionality enabled for electricity, gas, water, sub meters and renewables	
2	Ability to add sub meters to the system	
3	Ability to ingest half hourly sub meter data	
4	Ability to report on half hourly sub meter data	

	<p>5 Ability to add renewable energy meters</p> <p>6 Ability to ingest half hourly renewable energy data</p> <p>7 Ability to report on half hourly renewable energy data</p> <p>8 Ability to report on manual renewable energy meter readings</p> <p>9 Unlimited user accounts</p> <p>10 No restrictions on how many users are logged into the system at once</p> <p>11 Separate invoices required when advised by the buyer to cover arm's length bodies. Buyer will provide breakdown of meters by each organisation to aid this requirement.</p> <p>12 Breakdown of total costs for the lead buyer</p>
Additional Services	-N/A
Location	The Services will be delivered to Defra, Environment Agency Animal Plant and Health Agency, Rural Payments Agency, Veterinary Medicines Directorate, Marine Management Organisation, Centre for Environment Fisheries and Aquaculture Science and any other Defra Group Bodies and Arm's Length Bodies by way of a remote Service allowing access from wherever the participant and user may be located.
Quality Standards	<p>The quality standards required for this Call-Off Contract are included in Supplier's Service Description.</p> <p>This contract is for the provision of a cloud-based energy bureau portal to support customers to carry out day-to-day energy management. The platform will focus on invoice validation, consumption monitoring and performance reporting as well as assistance with industry documentation and compliance. (see, https://www.ypo.co.uk/frameworks-home/900581#details)</p>
Technical Standards:	<p>The technical standards used as a requirement for this Call-Off Contract are included in Supplier's Service Description.</p> <p>1033 Utilities Invoice Validation and Energy Management Service - User Guide -Technical.pdf</p>

	<div></div> <div>1033 Utilities</div> <div>Invoice Validation a</div>												
Service level agreement:	<p>The service level and availability criteria required for this Call-Off Contract are described in the Supplier's Service ID description.</p> <p>The following priority levels and resolution times, will be set for Support items raised: -</p> <table><tr><th>Severity Level</th><th>Description of Defect</th><th>Response-time & Conditions of Response</th></tr><tr><td>Priority 1</td><td><p>Severe system crash that disables the system to function. User cannot use the system/and or no work around is available.</p><p>User needs this functionality working asap.</p></td><td><p>Response Time: within 1hr of receiving the Support Call or the Utilidex helpdesk being made aware of the issue.</p><p>Update time = Progress updates will be provided every 4 hrs on what Utilidex is doing to resolve the issue</p></td></tr><tr><td>Priority 2</td><td><p>Impacts the key workings of the application or part of the application. User cannot use the system/and or no work around is available.</p><p>User needs this functionality working within 3 days</p></td><td><p>Response Time: within 4hrs of receiving the Support Call or the Utilidex helpdesk being made aware of the issue.</p><p>Update time = Progress updates will be provided every day</p></td></tr><tr><td>Priority 3</td><td><p>Impacts a key part of the application . User cannot use the system, but a workaround is available.</p><p>User needs this functionality working within one month.</p></td><td><p>Response Time: within 1 day of receiving the Support Call or the Utilidex helpdesk being made aware of the issue.</p><p>Update time = Progress updates will be provided weekly</p></td></tr></table>	Severity Level	Description of Defect	Response-time & Conditions of Response	Priority 1	<p>Severe system crash that disables the system to function. User cannot use the system/and or no work around is available.</p> <p>User needs this functionality working asap.</p>	<p>Response Time: within 1hr of receiving the Support Call or the Utilidex helpdesk being made aware of the issue.</p> <p>Update time = Progress updates will be provided every 4 hrs on what Utilidex is doing to resolve the issue</p>	Priority 2	<p>Impacts the key workings of the application or part of the application. User cannot use the system/and or no work around is available.</p> <p>User needs this functionality working within 3 days</p>	<p>Response Time: within 4hrs of receiving the Support Call or the Utilidex helpdesk being made aware of the issue.</p> <p>Update time = Progress updates will be provided every day</p>	Priority 3	<p>Impacts a key part of the application . User cannot use the system, but a workaround is available.</p> <p>User needs this functionality working within one month.</p>	<p>Response Time: within 1 day of receiving the Support Call or the Utilidex helpdesk being made aware of the issue.</p> <p>Update time = Progress updates will be provided weekly</p>
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Onboarding	N/A												
Offboarding	<p>The offboarding plan for this Call-Off Contract is a discussion with the Buyer to agree</p> <ul style="list-style-type: none">• The date of termination of service• The data that the Buyer wishes to export and retain after termination• The format of the exported Buyer data• The date that all data will be deleted from the Supplier system <p>This is to be agreed by both the Buyer and Supplier prior to the final 6 months pf the Call-Off Contract.</p>												

Collaboration agreement	N/A
Limit on Parties' liability	<p>Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not exceed £1 million per year.</p> <p>The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation, or damage to any Buyer Data will not exceed £1 million 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability of the Supplier for all other Defaults will not exceed the greater of £1 million or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>
Insurance	<p>The Supplier insurance(s) required will be:</p> <p>A minimum insurance period off 6 years following the expiration or Ending of this Call-Off Contract</p> <p>Professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)</p> <p>Employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law</p>
Buyer's responsibilities	<p>The Buyer is responsible for providing the supplier with the following where appropriate:</p> <p>The Buyer will provide a primary point of contact.</p> <p>The Buyer will provide access to knowledgeable staff and decision-making authorities during the contract term.</p> <p>The Buyer will ensure the contract manager undertakes regular contract review meetings and timely contract management activities</p> <p>Provide a Purchase Order for the activity.</p>

Buyer's equipment	N/A
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Supplier's information

Subcontractors or partners	N/A
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License Fees - Cost Structure

Below is the annual licence for running the service. This price is inclusive of all hosting, support, and infrastructure costs. Please note on an annual basis we will check the meter count and therefore price licence fee accordingly.

Item	Annual License (ex VAT)
Utilidex Energy. Hub – Bill validation & Energy Analytics For 2,610 meters (£13 per meter, ex VAT)	£ [REDACTED]
Customer Developments	-
Installation and Implementation/Training	-
Totals	£ [REDACTED]

Payment Terms

Our payment terms are 30 days from invoice.

Quarterly Payment date	Quarterly Costs (excluding VAT)
1st Quarterly Payment May 2023	£ [REDACTED] – Licence fee payment
2 nd Quarterly Payment Aug 2023	£ [REDACTED] – Licence fee payment
3 rd Quarterly Payment Nov 2023	£ [REDACTED] – Licence fee payment
4 th Quarterly Payment Feb 2024	£ [REDACTED] – Licence Fee Payment

Payment Details

Please complete the account information below, only if the invoicing information has changed.

Account Information	
Payment Method	The payment method for this Call-Off Contract is BACS transfer.
Payment Profile	The payment profile for this Call-Off Contract is: Licence fees to be paid quarterly in arrears and: Each Defra organisation not listed on page 8 in the location section and wishing to access this contract will set up their own purchase order and pay Utilidex separately. The lead buyer will provide a breakdown of meters to support invoicing.
Invoice Details	The Supplier will issue electronic invoices quarterly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.
Invoicing Address	Invoices will be sent electronically to utilityinvoices@defra.gov.uk
Invoice Information Required	All invoices must include as a minimum: Contract Reference Reference to the agreed service(s) to be paid for Breakdown of charges Company Details, including address and contact number
Invoice frequency	Invoice will be sent to the Buyer quarterly
Call-Off contract value	The total value of this Call-Off Contract is capped at £ [REDACTED] over a three-year period, with a maximum annual spend of £ [REDACTED] per year excluding VAT.
Call-Off contract charges	The breakdown of the Charges are. Annual Licence Fee: £ [REDACTED] The contract value is based on the number of meters in Utilidex Energy. Hub – Bill validation & Energy Analytics system ([REDACTED]). This value is an estimate, and cost will be in line with pricing schedule and is variable based on the number of meters. Additional user accounts may be added throughout the term of the contract without incurring additional charges.

Implementation

The only implementation will be for the additional water meters. Utilidex will configure the bill and any AMR data. This will not be charged to the customer. See YPO Framework Baseline Configuration document for all non-chargeable activities.

If additional engineering & consultancy is required outside of the baseline, these will be charged at our standard rates (excl. VAT):

- Standard engineering resource cost - £[REDACTED] per day
- Consultant cost - £[REDACTED] per day

See YPO Framework Baseline Configuration below:

YPO Framework Baseline Configuration

The following document provides an explanation of the baseline for the implementation of billing files & SAP Configurations for all YPO customers entering the 1033 Utilities Invoice Validation and Energy Management Service framework.

Billing file Configurations

Items which will not be charged for

Please note that Utilidex will not charge for any configurations, which match the standard formats of the supplier's formats as listed below (and contained in the YPO Framework):

ID	Supplier	Commodity	Cost absorbed by Utilidex
1	Npower	Power	Yes
2	Corona	Gas	Yes
3	Business Stream	Water	Yes
4	Wave	Water	Yes
5	Any Additional Supplier	Power, Gas, Water	Yes

Configuration of standard suppliers' files

For a new billing file to be configured, this needs to be mapped to the Utilidex standard template for all customers in the YPO framework: [Utilidex Standard Bill Mapping - YPO.xlsx](#).

If a customer needs any mapping changes that are within 1 dev day, Utilidex will absorb the cost. However, this has to be within the fields contained in the [Utilidex Standard Bill Mapping - YPO.xlsx](#). If a customer wants any additional information that will impact any changes to the standard template, a change request will be raised.

The process for the mapping is as follows:-

1. The customer to provide the sample supplier bill formats to Utilidex.
2. Utilidex to then review/assess whether the files meet the format requirements for our [Utilidex Standard Bill Mapping - YPO.xlsx](#).
3. Utilidex to provide guidance on any changes/updates necessary.

4. Both parties will then review potential options to implement.
5. The customer to sign off the mapping of the bill as per [Utilidex Standard Bill Mapping - YPO.xlsx](#).

Change of supplier

If a customer/YPO decides to change supplier for either of the commodities, Utilidex will need one month (30 days) notice, as there will be a need to configure a new billing file. If a customer's current supplier changes their format, Utilidex will need one month (30 days) notice of any changes to the formatting.

Customer Sign off

Once the mapping is signed off by the customer, Utilidex will configure the bill template in the Energy.Hub. The customer will have 2 weeks to test the files. Please note, if the customer requires additional changes to the billing files after signing off the specification and mapping, this charge will be absorbed by Utilidex only if the customer requires changes to the mapping of the fields contained within the [Utilidex Standard Bill Mapping - YPO.xlsx](#).

SAP Baseline

The following section provides an explanation of what the baseline is for SAP implementation for YPO.

Items which will not be charged for

Please note that Utilidex has a standard SAP template. There is no cost for the use of this template. Utilidex will also, in good faith, provide a further 2.5 days of technical configuration & 1 PM day to assist in accommodating any minor changes/updates to this file format for the customer. (cost)

For a file to be configured, this needs to be mapped to the Utilidex standard SAP template [SAP Payment File baseline - Mapping.xlsx](#). The steps of the process for SAP configuration is listed below:-

1. Utilidex will provide its sample file for SAP to the customer for review [SAP Payment File baseline - Mapping.xlsx](#).
2. Customer to send over their SAP example template
3. Utilidex will review the difference between the two
4. Both parties will then review potential options to implement
5. The customer to sign off the mapping of the bill as per [SAP Payment File baseline - Mapping.xlsx](#).

Items which will incur charges

The following elements may incur charges in set-up. Please note that Utilidex will advise in the instance if a charge will be incurred.

Integration to Accounting Systems

Utilidex will absorb the costs if the SAP file that will be configured requires only a download from the Energy.Hub. If the customer wants to automatically import this SAP payment file into their accounting system, then the additional time required to implement the change will be considered as a change request*. This will be the same for the integration to any additional accounting systems.

**The import of the SAP file could range from £■■■■-£■■■■. This cost is a high-level estimate that could vary due to the scope of work which is mentioned in the Technical specification in 4.2.6*

Format of payment file

Utilidex will only absorb the costs for the implementation of Utilidex standard SAP payment file structure [Utilidex Standard SAP Payment File.xlsx](#). If the customer requires a different format, then the additional time required to implement the change will be considered as change request. The reason for this is the additional time required for mapping and technical design.

Payment report (control file)

If the customer requires a customised payment report, the request will be raised a change request and charged to the customer on a time/effort. Utilidex will absorb the costs for the implementation of the Utilidex standard SAP payment report [SAP Payment Report Baseline - Mapping.xlsx](#)

Sign off by the customer

The customer will have 2 weeks to test the files. If the customer requires additional changes to the payment file/SAP file after signing off the specification and mapping, it will be raised as a change request.

Additional Formats for new Accounting Systems

If the customer requires the configuration of additional ERP files, Utilidex will absorb the cost of 2.5 dev days and 1 PM day for the implementation of the file. Any additional effort depending on the file type/integration system will be charged to the customer as a change request.

Warranty

Our ideal approach is that we are provided with a *Technical Specification* which either the end-customer or payment system provider can warrant it is correct. This gives us a much better chance in developing the interface which will work the first time. Once the *Technical Specification* is agreed up, a Change Request with cost and timelines will be shared.

Oil/Fuels Baseline

The following document provides an explanation of the baseline for the implementation of oil invoices for all YPO customers. For all oils, we hold the information from the invoices which is mapped to our [Oil Invoice Standard Template.xlsx](#).

Within this template we hold the oil type/name, consumption and their unit of measure. This information is then only used for our Carbon Reporting functionality.

Items which will not be charged for

Please note that Utilidex has a standard Oil template. There is no cost for the use of this particular template. For the oil data to be read by the system, this needs to be mapped to the Utilidex standard template [Oil Invoice Standard Template.xlsx](#).

The steps involved are listed below:-

1. Utilidex will provide its sample file for Oils for the customer for review.
2. The customer will then upload the oil invoice in the Utilidex format, as per [Oil Invoice Standard Template.xlsx](#). Please note, this will be a manual task from the customer.

Please note: The Energy.Hub will only be able to read the oil invoices if the site names in the invoices coincides with the site name uploaded in the system. If the data does not match, the Energy.Hub will be unable to read & match the information.

Items which will incur charges

The following elements may incur charges in set-up. Please note that Utilidex will advise in the instance if a charge will be incurred.

Customised Oil formats

If the customer requires the oil invoices to be uploaded in a different way from what is described above, the additional changes will be raised as part of the implementation costs.

**This cost could range from £■■■■-£■■■■. This cost is a high-level estimate that could vary due to the scope of work which will be agreed between Utilidex and the customer in the Technical Specification.*

Supplier Relations & follow ups

Please note that Utilidex will require the input/assistance from a customer's suppliers in order to complete the mappings/data set-up. Typically, in most cases this is straight forward and can be answered within 1-2 discussions/follow-ups.

Two follow ups and then we'll escalate

As a general principal, Utilidex will follow the protocol below:-

- Follow up 1 for data (cc: customer in)
- Follow up 2 for data (cc: customer in)
- Follow up 3 for data (cc: customer and escalate to YPO)

Please note in the event that Utilidex is not able to resolve outstanding questions from the energy suppliers within two follow ups, we will present one of two possible options to move forward effectively:-

- Option 1 - we will escalate the matter to YPO and YPO will need to follow up and assist with the queries, so that they can then help in obtaining the data.
- Option 2 – certain data sets may be required for certain validation checks. If we are unable to obtain the data within the initial set-up period, we will turn this particular check off, and then work with YPO and the customer to update and obtain the data in the first few months (following the protocols above). As soon as this becomes available, we will then re-activate the checks. Please note that the validation settings can be switched on/off by the customer too.

Its normal for estates to take several months to get very good data sets

Please note we often find, when companies begin checking their data sets for the first time, there can be meter/site/rate and tariff data missing. This is a very normal process, and our recommendation would be, in some cases, to look to resolve this over time, rather than looking to get it perfect during set-up which is not always feasible. Often obtaining good data sets, requires back and forth with the supplier, conversations and updates to supplier systems, which won't be resolved instantly.

On a very positive note, once you have good data sets, you will be a lot more confident about looking at validating bills and producing carbon reports which are based off good, clean accurate data sets.

Utilidex Roadmap

Please note we are changing and updating our products all the time based off customer feedback. Utilidex will follow a Quarterly Roadmap and will look to prioritise new developments/features which will benefit all our customers. Therefore, Utilidex may in the future look to add additional features to their billing and energy management modules which will benefit YPO customers further.

3. Schedule B - Terms & Conditions

3.1 UTILIDEX TERMS OF USE

This Agreement alongside our Quotation, which details the modules elected by you, the Term of your Agreement, and the license fees payable by you form the entire Agreement between ourselves and explains our obligations as a service provider and your obligations as a Customer.

The Terms are binding on any use of the Service and apply to the Customer from the time that Utilidex provides access to the Service. By using the Utilidex Service, you acknowledge you have read and understood these Terms and have the authority to act on behalf of the Company for whom you are using the Service.

3.2 DEFINITIONS

"Agreement" means these Terms of Use.

"Confidential Information" includes all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including the Service but does not include information which is, or becomes, publicly available other than through unauthorised disclosure by the other party.

"Customer" means the Company who registers to use the Service, as specified in the Offer Letter.

"Business Hours" means 9am to 5pm each business day.

"Downtime" means any period which the Service is not available.

"Data" means any data inputted by the Customer into the Utilidex | Energy Service.

"Intellectual Property Right" means any patent, trademark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.

"Invited User" means any person or entity, other than the Customer, that uses the Service with the authorisation of the Customer from time to time.

"License Fee" means the fee payable by the Customer as detailed in the Offer Letter

"Non-Core Hours" means all hours that are not Core Hours.

"Quotation" means the sales quotation signed off by you, which details the modules you have selected and the annual cost of those modules.

"Service" means the online product Utilidex | Energy made available (as may be changed or updated from time to time by Utilidex).

"Utilidex" means Utilidex Limited, company number [REDACTED].

"Website" means the Internet site at the domain utilidex.com.

3.3 USE OF SOFTWARE

Utilidex grants the Customer the right to access and use the Service with the particular user roles available according to subscription type, as listed on your Quotation. This right is non-exclusive, non-transferable, and limited by and subject to this Agreement.

3.4. YOUR OBLIGATIONS

An invoice for the License Fee will be issued each quarter. All invoices will include the License Fee for the quarter period of use, in arrears.

Utilidex will continue invoicing the Customer quarterly until this Agreement is terminated in accordance with clause 10.

All Utilidex invoices will be sent to the Customer, or to a Billing Contact whose details are provided by the Customer, by email.

You must pay or arrange payment of all amounts specified in any invoice for payment. You are responsible for payment of all taxes and duties in addition to the License Fee.

3.5. ACCESS CONDITIONS

You must ensure that all usernames and passwords required to access the Service are kept secure and confidential. You must promptly notify Utilidex of any unauthorised use of Customer passwords or any other breach of security.

As a condition of these Terms, when accessing and using the Services, the Customer must:

- a) not attempt to undermine the security or integrity of Utilidex's computing systems or networks or, where the Services are hosted by a third party, that third party's computing systems and networks.
- b) not use, or misuse, the Services in any way which may impair the functionality of the Services or Website, or other systems used to deliver the Services or impair the ability of any other user to use the Services or Website.
- c) not attempt to gain unauthorised access to any materials other than those to which You have been given express permission to access or to the computer system on which the Services are hosted.
- d) not transmit, or input into the Website, any files that may damage any other computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which the Customer does not have the right to use); and
- e) not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services or to operate the Website except as is strictly necessary to use either of them for normal operation.

3.6. INDEMNITY

Utilidex shall fully indemnify the Customer against all actions, claims, demand, proceedings, damages, costs, charges, and expenses arising from or incurred by reason of any infringement or alleged infringement of any Intellectual Property Right.

3.7. CONFIDENTIALITY

Unless the relevant party has the prior written consent of the other or unless required to do so by law:

Each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with these Terms. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by these Terms.

Each party's obligations under this clause will survive termination of these Terms, for a maximum of six years from the termination of this Agreement

3.8. INTELLECTUAL PROPERTY

General

Title to, and all Intellectual Property Rights in the Service, the Website and any documentation relating to the Service remains the property of Utilidex (or its licensors).

Ownership of Data

Title to, and all Intellectual Property Rights in, the Data remain the Customer's property. You grant Utilidex a license to use, copy, transmit, store, and back-up the Customer's information and Data for the purposes of enabling the Customer to access and use the Services and for any other purpose related to provision of services to the Customer.

3.9. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Utilidex excludes all liability and responsibility to the Customer (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of information, Data, profits, and savings) or damage resulting, directly or indirectly, from any use of, or reliance on, the Service.

If the Customer suffers loss or damage as a result of Utilidex's negligence or failure to comply with these Terms, any claim by the Customer against Utilidex arising from Utilidex's negligence or failure will be limited in respect of any one incident, or series of connected incidents, to the License Fees paid by the Customer in the previous 3 months.

If the Customer is not satisfied with the Service, the sole and exclusive remedy is to terminate these Terms in accordance with Clause 10.

3.10. TERMINATION DUE TO BREACH

If the Customer:

a) breaches any of these Terms (including, without limitation, by non-payment of any License Fees) and does not remedy the breach within 30 days after receiving notice of the breach if the breach is capable of being remedied: or

becomes insolvent or goes into liquidation or has a receiver or manager appointed of any of its assets, or becomes subject to any similar insolvency event in any jurisdiction,

Utilidex may take any or all of the following actions, at its sole discretion:

Terminate this Agreement and the Customer's use of the Services;

Suspend for any definite or indefinite period of time, the Customer's use of the Services.

3.11. SUPPORT AND TECHNICAL ASSISTANCE

Service availability:

Whilst Utilidex intends that the Services should be available 24 hours a day, seven days a week, it is possible that on occasions the Services or Website may be unavailable to permit maintenance or other development activity to take place.

If for any reason Utilidex has to interrupt the Services for longer periods than Utilidex would normally expect, Utilidex will use reasonable endeavors to publish in advance details of such activity on the Website and inform the Customer.

Technical Problems:

To log a support query the Customer can contact the Utilidex support desk on [REDACTED] during Business Hours by Email or alternatively if the matter is a Priority 1 you can call your Account Manager direct.

To log a support query outside of Business Hours, the Customer can email the support desk at [REDACTED]

If a support request is placed outside of Business Hours via email, the support request timing will commence at the start of the next Business Day, provided that Utilidex has received the support request.

To carry out the support on the Software, the Customer shall provide as a minimum a screenshot (where applicable) and details of the incident, explaining the issue.

The following priority levels and resolution times, will be set for Support items raised: -

Severity Level	Description of Defect	Response-time & Conditions of Response
Priority 1	Severe system crash that disables the system to function. User cannot use the system/and or no work around is available. User needs this functionality working asap.	Response Time: within 1hr of receiving the Support Call or the Utilidex helpdesk being made aware of the issue. Update time = Progress updates will be provided every 4 hrs on what Utilidex is doing to resolve the issue
Priority 2	Impacts the key workings of the application or part of the application. User cannot use the system/and or no work around is available. User needs this functionality working within 3 days	Response Time: within 4hrs of receiving the Support Call or the Utilidex helpdesk being made aware of the issue. Update time = Progress updates will be provided every day
Priority 3	Impacts a key part of the application . User cannot use the system, but a workaround is available. User needs this functionality working within one month.	Response Time: within 1 day of receiving the Support Call or the Utilidex helpdesk being made aware of the issue. Update time = Progress updates will be provided weekly

Chargeable Support/Items not included in the scope of Support

Utilidex provides its software for Customers to manage their own energy estates. The following items are not included within support and may incur additional charges if they are requested by the Customer.

- Following up of the Customer's service providers (including but not limited to meter agents, suppliers, network operators etc) for the provision of data and/or updates.
- Resolving issues which are caused as a direct result of a Customer's Third-Party Provider (including but not limited to Metering Agents, Suppliers and other software systems used by the Customer which the Utilidex Hub System needs to function).
- Data analysis of meter data, energy billings, energy budgets, energy trades and energy consumption data.

- d) Consulting services, including the appraisal of trading strategies, forecasting methodologies, development of new software scope and/or any other non-support related consulting activities.
- e) Re-training of base installation, as a result of new staff.
- f) On-site support services

3.12. GENERAL

Entire Agreement:

The Terms and Quotation, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between the Customer and Utilidex relating to the Services.

Waiver:

If either party waives any breach of these Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

Delays:

Neither party will be liable for any delay or failure in performance of its obligations under these Terms if the delay or failure is due to any cause outside its reasonable control.

No Assignment:

You may not assign or transfer any rights to any other person without Utilidex's prior written consent.

Governing law and jurisdiction:

This Agreement and any Dispute or non-contractual obligation arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales.

Each party hereby submits to the exclusive jurisdiction of the courts of England and Wales over any Dispute arising out of or in connection with this Agreement.

Severability:

If any part or provision of these Terms is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of this Agreement will be binding on the parties.

Notice:

Any notice given under these Terms by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to Utilidex must be sent to help@utilidex.com or to any other email address notified by email to the Customer by Utilidex. Notices to the Customer will be sent to the email address which the Customer provided when setting up access to the Service.

3.13 TERMINATION

The Customer may terminate this Agreement in accordance with the terms specified in the Quotation.

3.14. EXIT PLAN

3.14.1 The Supplier must provide an exit plan in its Application which ensures continuity of service, and the Supplier will follow it.

3.14.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.

3.14.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 36 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 30-month anniversary of the Start date.

3.14.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.

3.14.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.

3.14.6 The Supplier acknowledges that the Buyer's right to take the Term beyond 36 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:

3.14.7 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the period on terms that are commercially reasonable and acceptable to the Buyer

3.14.8 there will be no adverse impact on service continuity

3.14.9 there is no vendor lock-in to the Supplier's Service at exit

3.14.10 it enables the Buyer to meet its obligations under the Technology Code Of Practice

3.14.11 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.

3.14.12 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:

3.14.13 the transfer to the Buyer of any technical information, instructions, manuals, and code reasonably required by the Buyer to enable a smooth migration from the Supplier

3.14.14 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer

3.14.15 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier

3.14.16 the testing and assurance strategy for exported Buyer Data

3.14.17 if relevant, TUPE-related activity to comply with the TUPE regulations

3.14.18 any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition

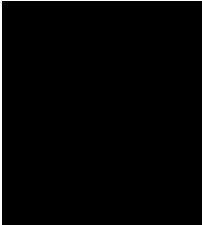
4. Contract Acceptance

By signing below, you are accepting our Terms and Conditions and the cost outlined within this proposal.

SIGNED for and on behalf of DEFRA Group:

SIGNED for and on behalf of Utilidex Ltd:

Buyer Signatory



Supplier Signatory

