

Order Form

This Order Form and the attached Annexes (collectively, the “**Agreement**”) are made effective as of 16th December 2025 (the “**Effective Date**”) between: Energy Exemplar (Europe) Ltd (Company No: 06749883, United Kingdom) (“**EE**”), and Lithuanian Energy Institute, (registration number, Lithuania) (“**Customer**”).

This Order Form is made subject to, and incorporates, the terms and conditions attached hereto as Annex B. The use of any products or service provided by EE is conditioned on Customer’s acceptance of the Agreement. Any capitalized terms used in this Order Form but not defined shall have the meaning given such terms in Annex B.

- A. TERM.** The Initial Term of the Agreement commences on the Effective Date and continues for two years from the Effective Date.
- B. PRODUCTS AND SERVICES.** See Annex A attached hereto.

C. ADDITIONAL TERMS :

1. “Premium Onboarding” Services mentioned below in annex A means the dedicated support services to be provided by EE for up to 120 hours (inclusive of 5 days remote introductory workshop- dates and format to be agreed between EE and the Customer) to be used in the first 100 days following 1st February 2026 and such services are not subject to auto-renewal. Any hours started shall be counted fully. For avoidance of doubt, such Premium Onboarding is limited to providing guidance, support, and assistance to the user during development of workflow to meet specified use cases and generally does not involve customized deliverables.
2. All fees are in EUR, exclusive of VAT or any other taxes E&O (errors and omissions excepted)

D. CUSTOMER INFORMATION.

Notices	Invoicing
Customer Contact: Laboratory of Energy Systems Research, Head Arvydas Galinis	Customer Contact: Lithuanian Energy Institute, Director Saulius Gudzius
Address: Breslaujos str. 3, LT-44403, Kaunas, Lithuania	Address: Breslaujos str. 3, LT-44403, Kaunas, Lithuania

Phone: +37037401957	Phone: +37037401933
E-mail: arvydas.galinis@lei.lt	E-mail: saulius.gudzius@lei.lt
	VAT/Tax ID: LT119552113 / 111955219

IF APPLICABLE: Purchase Order Required for Invoicing. Tax-exempt Entity: Please attach a copy of your tax-exemption certificate to this order form.

D. EE INFORMATION.

Notices	Payment
EE Contact: Legal Department	Account Name: ENERGY EXEMPLAR (EUROPE) LIMITED
Address: Building 3 Chiswick Park, 566 Chiswick High Road, W4 5YA London, United Kingdom	Bank Name: HSBC.UK COMMERCIAL
Phone: +44 2088996500	BIC Code: HBUKGB4B
E-mail: euadmin@energyexemplar.com	IBAN: GB21HBUK40127669524004
	Sort code: 401276
	Account Number: 69524004
	Currency: EUR
	Branch Address: 38 Canada Place, Canary Wharf, London E14 5AH

The parties hereto have agreed to this Order Form and the accompanying Annexes as of the date first written above.

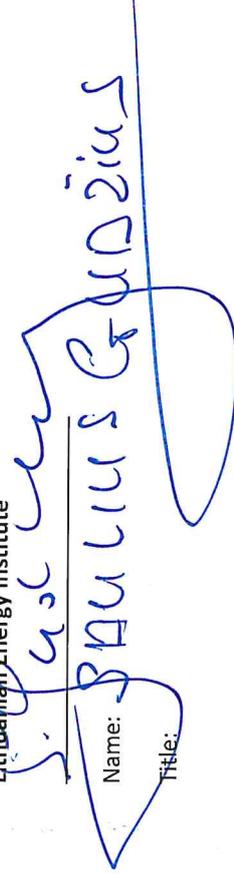
Energy Exemplar (Europe) Ltd



Name: David Robertson

Title: 11th December 2025

Lithuanian Energy Institute



Name:

Title:

ANNEX A - PRODUCTS AND SERVICES

ANNEX A
PRODUCTS AND SERVICES

PRODUCT DETAILS						
Product Name	Product Code	Quantity	Unit	Start Date	End Date	
Premium Onboarding	PRMONBRD	1				
PLEXOS	PLX	1	by Named User	Dec-16-2025		Total Price: (EUR)0
PLEXOS Analyst License	PLCANST	3	by Named User	Dec-16-2025	Dec-15-2026	
Desktop/Server Core	ONPMCORE	40	by Site	Dec-16-2025	Dec-15-2026	
PLEXOS	PLELEURNORZ	1	by Site	Dec-16-2025	Dec-15-2026	
Elect/Europe/Northern Europe/Zonal						
PLEXOS	PLX	1	by Named User	Dec-16-2026		Total Price (Year 1): (EUR) 20,661.01
PLEXOS Analyst License	PLCANST	3	by Named User	Dec-16-2026	Dec-15-2027	
Desktop/Server Core	ONPMCORE	40	by Site	Dec-16-2026	Dec-15-2027	
PLEXOS	PLELEURNORZ	1	by Site	Dec-16-2026	Dec-15-2027	
Elect/Europe/Northern Europe/Zonal						
						Total Price (Year 2): (EUR) 20,661



ANNEX B

TERMS AND CONDITIONS

1. **Introduction.** These Terms and Conditions govern Customer's acquisition and use of EE's Services, EE Software, and other EE Materials. These terms and conditions together with any Order Form collectively form the "Agreement" between the parties. This Agreement is effective between Customer and EE as of the Effective Date set forth in the Order Form. Capitalized terms have the definitions set forth in Section 17 or otherwise herein.

2. Services and EE Software.

2.1 **Provision of Services.** During the Term, and subject to Customer's compliance with this Agreement, EE hereby grants Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to access and use the Services, solely for use by Named Users in accordance with the terms and conditions of this Agreement. Such use is limited to Customer's own internal research purposes (and not for further commercial distribution). Notwithstanding anything to the contrary in the Agreement Customer acknowledges and agrees that use of EE Materials and/or EE Software shall be used solely for non-commercial research purposes and cannot directly or indirectly support any commercial effort or any commercial enterprise. Furthermore, in order to receive such use, the Customer represents, warrants and undertakes that: (a) unless this requirement has been expressly waived in the applicable Order Form, it is a research institution; (b) at the end of each research project and on the expiry of the Term, Customer must complete and submit to EE a brief report, summarizing the research project(s) in which the Customer used the EE Software, details of research projects in which the EE Software was used and copies of publications which refer to the Software, and provide to EE the complete dataset used in connection with the EE Software for the completion of the work; and (c) in all publications and reports which use results obtained from the Customer and its Named Users' use of the EE Software, the Customer must refer to the EE Software and prominently attribute ownership of the EE Software to EE, including an acknowledgement that "*the results were obtained using software provided by Energy Exemplar pursuant to a research license*".

2.2 **EE Software.** During the Term, and subject to Customer's compliance with this Agreement, EE hereby grants Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to install and use the EE Software solely for use by the Named Users in accordance with the terms and conditions of this Agreement. Such use is limited to Customer's own internal purposes (and not for further commercial distribution).

2.3 **Access Credentials.** EE shall make available access credentials and/or software license keys (as applicable) to Customer within 48 hours of EE having received all required information from Customer, including the contact information of the Customer representative that will receive administrative rights to grant access to Customer's Named Users. Customer may change the identity of an individual who is a Named User via EE's client portal (<https://portal.energyexemplar.com/>) by providing the email address of the individual who will be the new Named User and the email address of the individual who Customer wants to remove as a Named User. Customer may not add a Named User if such individual was previously a Named User within the last 30 days. The total number of Named Users and Cores will not exceed the number set forth in the applicable Order Form. Customer may increase the number of Named Users or Cores or add other products pursuant to an additional Order Form signed by both parties.

2.4 **EE Commitments.** Subject to Customer's compliance with this Agreement, EE will: (a) make the EE Materials available to Customer in accordance with the applicable Order Form, this Agreement, and the Documentation; (b) meet the applicable uptime and other requirements set forth in the Service Level Agreement; (c) provide EE's applicable standard technical support for the Services and EE Software to Customer at no additional charge, and will also provide upgraded technical support if purchased by Customer.

2.5 **Service and System Control.** Except as otherwise expressly provided in this Agreement, as between the parties: (a) EE has and will retain sole control over the operation, provision, maintenance, and management of the EE Materials; and (b) Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, Customer Systems, and sole responsibility for all access to and use of the EE Materials by or through Customer Systems or any other means controlled by Customer or any Named User, including any: (i) information, instructions, or

materials provided by any of them to the EE Materials or EE; (ii) results obtained from any use of the Services or EE Materials; and (iii) conclusions, decisions, or actions based on such use.

2.6 Updates. EE reserves the right to make any Updates that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of EE's products to its customers; (ii) the competitive strength of or market for EE's products; or (iii) the cost efficiency or performance of EE's products; (b) to comply with applicable law, or (c) add or remove features or services (including previous versions of EE Software or as a result of a change in Third Party Materials). EE will use reasonable efforts to provide Customer with advance notice of Updates. For purposes of this Section 2.6, notice may also be made by: alerts in the Services or EE Software, email, or posting on EE's website. In the event an Update results in a material change to the Services that adversely affects Customer: (x) EE will notify Customer of such change or update and (y) Customer may terminate this Agreement by providing written notice to EE within 30 days of receipt of notice of the change from EE. In the event Customer terminates this Agreement pursuant to the preceding sentence, EE will refund to Customer a pro rata portion of the fees previously paid by Customer for the Services that correspond to the time period after the date of termination.

2.7 Trial Products and Beta Products.

(a) If EE offers Customer a trial or evaluation of any EE Materials ("**Trial Products**"), Customer may access and use the Trial Products for 30 days, or such other duration specified in the Order Form.

(b) From time to time, EE may invite Customer to try a Beta Product, which Customer may accept or decline in Customer's sole discretion. Customer agrees to comply with any testing and usage guidelines that EE provides in connection with Customer's access and use of a Beta Product and will make reasonable efforts to provide Feedback in accordance with Section 10.1. EE may discontinue a Beta Product at any time in its sole discretion and there is no guarantee that a Beta Product will be incorporated into future versions of the EE Materials.

(c) Trial Products and Beta Products are provided only for internal testing and evaluation and solely for Customer's own internal purposes.

(d) TRIAL PRODUCTS AND BETA PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY SUPPORT, INDEMNITY, LIABILITY OR REMEDY OF ANY KIND. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EE EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY, CONDITION, OR OTHER IMPLIED TERM AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF TRIAL PRODUCTS OR BETA PRODUCTS.

(e) The terms in this Section 2.7 apply, and prevail over any conflicting terms in this Agreement, with respect to all access to and use of Trial Products or Beta Products.

2.8 Suspension of Access. EE may, directly or indirectly, and by use of a Compliance Verification Process or any other lawful means, suspend access to or use of all or any part of the EE Materials by providing written notice to Customer (in advance, where reasonably practicable), without incurring any resulting obligation or liability, if: (a) EE receives a judicial or other governmental demand, order, subpoena, or request that expressly or by reasonable implication requires EE to do so; or (b) EE believes, in good faith, that: (i) Customer or any Named User has failed to comply with any material term of this Agreement (including any payment obligation), or accessed or used the EE Materials beyond the scope of the rights granted under this Agreement or for a purpose not authorized; or (ii) Customer or any Named User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities. This Section 2.8 does not limit any of EE's other rights or remedies, whether at law, in equity, or under this Agreement.

3. **Customer Use of EE Materials**

3.1 Use Restrictions. Customer will not (a) permit any other person to access or use EE Materials, or use any EE Materials for the benefit of anyone other than Customer, except as expressly permitted by this Agreement or any Order Form; (b) copy, modify, translate, or create derivative works or improvements of EE Materials; (c) rent, lease, lend, sell, sublicense,

assign, distribute, publish, transfer, or otherwise make available any EE Materials to any person, including any time-sharing, service bureau, subscriptions, software as a service, outsourcing, or other technology or service; (d) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of EE Materials, in whole or in part; (e) access or use EE Materials other than by a Named User through the use of his or her own then valid access credentials or use any EE Materials to access or use any of EE's intellectual property except as permitted under this Agreement; (f) input, upload, or transmit through EE Materials, any information or materials that (1) are unlawful, immoral, pornographic, offensive, injurious, or otherwise inappropriate; or (2) contain, transmit, or activate any Harmful Code; (g) remove, delete, alter, or obscure any EE branding, disclaimers, copyrights, trademarks, patents, or other intellectual property or proprietary rights notices from any EE Materials; (h) permit direct or indirect access to or use of any EE Materials in a way that circumvents a contractual usage limit and/or the Acceptable Use Policy; (i) access or use EE Materials in any manner that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party, or that violates any applicable law; (j) access or use EE Materials for purposes of competitive analysis of EE Materials, the development, provision, or use of a competing software service or product or any other purpose that is to EE's detriment or commercial disadvantage; or (k) otherwise access or use EE Materials beyond the scope of the authorization granted under this Agreement. Unless explicitly stated on the Order Form, Customer may not use the Software for commitment and dispatch scheduling in respect to the subsequent 24 hour period from the time that the Software is in use by the Customer where the application is integrated to a SCADA, Energy Management System, Plant Historian or any other similar automated systems. The Customer agrees and acknowledges that the type of use which is prohibited under the preceding sentence is a special operational license which requires the payment of an additional license fee.

3.2 Customer Obligations and Cooperation. Customer shall at all times during the Term: (a) be responsible for each Named User's compliance with this Agreement; (b) only access the EE Materials via equipment specified by EE as meeting the relevant operational requirements and maintain adequate internet connection bandwidth to be able to access the Services; (c) use commercially reasonable efforts to prevent unauthorized access to or use of EE Materials; and (d) use EE Materials only in accordance with this Agreement, the Documentation, and applicable laws and regulations.

3.3 Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by this Section 3, Customer shall, and shall cause its Named Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to EE Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify EE in writing of any such actual or threatened activity.

3.4 Dataset Services.

(a) For the avoidance of doubt, Dataset Services, and any components, data, or content included in Dataset Services, constitute part of the Services under this Agreement. Dataset Services may only be used together with the other EE Materials provided hereunder. In the event Customer discontinues any Dataset Services, Customer shall delete all copies of such Dataset Services that exist on Customer's Systems and shall cease running any simulations that incorporate such Dataset Services (in whole or in part). Any changes, additions, derivatives, or other modifications made by Customer to any Dataset Services do not provide Customer with any right or title to the underlying Dataset Services. Upon request by EE, Customer shall provide EE with a document signed by an officer of Customer that certifies Customer's compliance with this Section 3.4(a). Customer warrants that it will use the Dataset Services solely for its own internal operation and purpose and will not redistribute, sell, publish or disclose Dataset Services in whole or in part to any third party.

(b) Notwithstanding Section 3.4(a), Customer may include portions of data included in the Dataset Services (which must not comprise a material portion of the applicable Dataset Services) in a report that is provided to third parties, provided that: (i) the inclusion of such portions of Dataset Services is incidental to the primary focus of the report and is limited to the amount reasonably necessary to support the conclusions or positions contained in such report; (ii)

Customer prominently attributes ownership of the Dataset Services to EE, including an acknowledgement in the following form: "Energy Exemplar: [name of Dataset]"; and (iii) the recipients of the report agree to treat such portions of the Dataset Services as Confidential Information of EE and to observe the terms, conditions and limitations under this Agreement applicable to Confidential Information. Customer may also include portions of data included in Dataset Services in regulatory proceedings in which Customer is a party, provided that there is no disclosure of a material portion of data and Customer keeps EE informed of developments of the proceedings.

3.5 Cores Usage.

(a) If a specific number of Cores is specified in any Order Form, Customer must not use the Services or EE Software on devices (whether physical or virtual) containing, in the aggregate, more than the maximum number of Cores specified in the applicable Order Form. If no Cores are specified in the Order Form, a Named User may only install and use the EE Materials on a desktop with up to 8 Cores or less.

(b) EE Materials may not be installed on, or otherwise used on, a shared server OS or otherwise run remotely without having purchased the necessary Cores.

3.6 Compute Credits. If Compute Credits are specified in any Order Form, the following additional terms apply.

(a) A Compute Credit (a "**Compute Credit**") is a measurement unit reflecting Customer's use of computational resources on the PLEXOS Cloud during simulations and other data processing. A Compute Credit is measured by EE based on infrastructure used for computation time. Example Compute Credits usage on PLEXOS Cloud are shown below (subject to availability):

CPU Cores	Memory (GB)	Compute Credits per Hour
2	16	2
4	32	4
8	64	8
16	128	16

(b) Customer shall be subscribed to the annual compute credits subscription set forth on the Order Form. Customer is responsible for monitoring its use of the Compute Credits.

(c) To maintain Customer's ability to initiate new simulations and subject to EE's infrastructure capabilities, Customer may purchase a block of additional Compute Credits in the block size and for the price set forth on the Order Form (the "**Additional Compute Credits**"). The purchase of Additional Compute Credits will occur upon mutual agreement of the parties and can be made pursuant to an Order Form.

(d) Customer shall be responsible for any use of the Services that exceeds the Compute Credits set forth on the Order Form. If Customer does not purchase Additional Compute Credits pursuant to clause 3.6(c), any Compute Credits used in excess of the amount purchased will be charged to Customer at the "Overage" rate set forth on the Order Form. EE may (but is not required to) suspend Customer's ability to initiate new simulations if Customer exceeds the Compute Credits; provided that, for the avoidance of doubt, Customer will retain access to any previously completed simulations (subject to the other terms and conditions contained in the Agreement).

(e) Compute Credits and Additional Compute Credits reset annually and must be used during the Term in which they were purchased.

(f) Significant changes in infrastructure needs (such as an increase in the base cores set forth on the Order Form) require Customer to provide 48 hours written notice. EE will use commercially reasonable efforts to meet Customer's increased requirements, but an expansion in computing power above the number of cores set forth on the Order Form is subject to availability and EE's infrastructure capabilities.

(g) Customer is responsible for all Compute Credits and Additional Compute Credits consumed and is not entitled to any usage credits for failed simulations, errors, or otherwise unsatisfactory results. Notwithstanding the foregoing, if a simulation fails due to a Service Level failure, Customer shall be entitled to a Service Credit as set forth in the Service Level Agreement.

3.7 **Non-Solicitation.** During the Term and for one year after, Customer shall not, and shall not assist any other person to, directly or indirectly, recruit or solicit (other than by general advertisement not directed specifically to any person or persons) for employment or engagement as an independent contractor any person employed by EE.

4. **Service Levels.** EE agrees to meet the service levels set forth in the Service Level Agreement. If EE fails to perform its required obligations with respect to any service level, then Customer is entitled to receive the applicable service credits set forth in the Service Level Agreement, subject to Customer having promptly notified EE of any faults in relation to the provision of the Services. Customer's rights and remedies under this Section 4.1 and the Service Level Agreement are the sole and exclusive remedy available to Customer for any failure to provide the Services in accordance with the Service Level Agreement.

5. **Technical Support.**

5.1 **Technical Support Request.** To receive technical support, Customer must log a request for each technical issue within the support area of EE's client portal (<https://portal.energyexemplar.com/>). Technical support is available during business hours in the location of the primary business office of the EE entity party to this Agreement. EE will provide an initial response within 48 business hours of the request being submitted on the client portal. EE will use commercially reasonable efforts to resolve issues, or provide work-around options, as timely as possible. However, EE neither warrants nor guarantees that all technical issues can be addressed in a particular timeframe or as required by Customer. If Customer requires: (a) a specific level of technical support, responsiveness or resolution; or (b) technical support in relation to any items included in Section 5.2, then such additional support and applicable fees for such additional support must be expressly specified in either the applicable Order Form or a separate statement of work signed by both parties.

5.2 **Exclusions.** Technical support excludes: (a) correction of errors or defects caused by Customer's use of EE Materials in violation of this Agreement; (b) correction of errors or defects caused by Customer's modification, revision, variation, translation or alteration of EE Materials not authorized by EE; (c) diagnosis or correction of faults or errors caused in whole or in part by the use of third party products or services not contemplated for the ordinary functioning of EE Materials; (d) diagnosis or correction of faults or errors on Customer's computer systems or network; (e) correction of errors caused by the failure of Customer to provide suitably qualified and adequately trained personnel; (f) training of Customer personnel; and; (g) development of Customer datasets.

6. **Data Protection.**

6.1 **Data Backup and Disaster Recovery.** EE's cloud service architecture is designed to be highly redundant and reliable. Should the primary data center used to provide the Services to Customer encounter a disaster that prevents it from functioning, formal processes are in place to restore Customer's access to the Services. EE's backup and disaster recovery strategies are validated and tested at least annually or during major architectural changes. Additional information on EE's data backup and disaster recovery program can be found in EE's Cloud Operations Standards, a current version of which is available at <https://portal.energyexemplar.com/security/>.

6.2 **Information Security.** EE implements security for the protection of Customer Data and the integrity of the Services, which includes encryption for data transmission and multiple layers of security to protect Customer Data. These security practices, which are frequently reviewed and updated by EE, are available at <https://portal.energyexemplar.com/security/>.

6.3 **Customer Control and Responsibility.** Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Customer or any Named User in connection with the Services or EE Software; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks,

whether operated directly by Customer or through the use of third-party services (“Customer Systems”); (d) the security and use of Customer's and its Named Users' access credentials and software license keys; and (e) all access to and use of EE Materials directly or indirectly by or through Customer Systems or its or its Named Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

6.4 Access and Security. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) protect against any unauthorized access to or use of EE Materials; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for processing by the Services or EE Software.

6.5 Data Privacy. Customer and EE agree to comply with all applicable data privacy laws and with no less than the standard of care used by other similarly situated companies. Customer shall ensure that it has provided the necessary notices and/or obtained proper consent from its Named Users to use and disclose their personal data, to the extent needed for EE to provide the EE Materials and perform its other obligations under this Agreement.

7. Third Party Materials.

7.1 EE Integrated or Provided Third Party Materials. The EE Materials may include, or EE may from time to time make available to Customer, Third-Party Materials. Such Third-Party Materials may be essential for Customer to receive full functionality, modelling or other benefits in using EE Materials. Customer agrees that EE may allow Third Party Materials to have access to Customer Data as required to provide the Services or EE Software. Third Party Materials are provided under the same terms and conditions as the EE Materials.

7.2 Customer Installed or Requested Third Party Materials. In respect of any third party products or services which Customer installs or enables for use with EE Materials, the Customer agrees that (a) EE may allow the third party vendors of those products to have access to Customer Data as required for the interoperation and support of such third party products with the EE Materials; (b) Customer has the necessary rights and permissions to use and integrate such third party products or services with the EE Materials, and (c) EE does not warrant the use or performance of such third party products or services, nor does it provide any support for such third party products, and use of such third party products is on an AS-IS, WHERE-IS basis.

8. Fees and Payment.

8.1 Fees. Customer must pay all fees specified in the applicable Order Form. Except as otherwise specified in this Agreement or in an Order Form, (a) payment obligations are non-cancellable and fees paid are non-refundable, and (b) quantities purchased cannot be decreased during the relevant subscription term.

8.2 Payment. EE shall invoice Customer in advance (unless otherwise specified in an Order Form) and Customer shall pay all fees within 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to EE and notifying EE of any changes to such information. Customer shall make all payments in the currency specified in the Order Form (or if no currency is specified, in British pound sterling) by way of electronic transfer to EE's bank account specified in the Order Form (or such other account specified in writing by EE to Customer).

8.3 Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available, (a) EE may charge interest on the past due amount at the rate of 1.5% per month or, if lower, the highest rate permitted under applicable law, (b) Customer shall reimburse EE for all reasonable costs incurred by EE in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees, and (c) if any payment owing by Customer is 30 days or more overdue, EE may, upon written notice, suspend performance of the Services and access to EE Software until all past due amounts have been paid, without incurring any obligation or liability to Customer or any other person by reason of such suspension.

8.4 Payment Disputes. With respect to payment amounts that are in dispute, EE will not exercise its rights under Section 8.3 to the extent Customer is disputing the applicable payments reasonably and in good faith and is working diligently to resolve the dispute.

8.5 Taxes. All fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments of any nature, including value-added, sales, excise, use or withholding taxes. Customer is responsible for paying all taxes associated with its purchases hereunder. If EE has the legal obligation to pay or collect taxes for which Customer is responsible under this Section 8.5, EE will invoice Customer and Customer will pay that amount unless Customer provides EE with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, EE is solely responsible for taxes assessable against it based on its income, property and employees.

8.6 Compliance Verification. Customer must keep records relating to its use of EE Materials during the Term and for two years after the end of the Term. EE may verify Customer's compliance with this Agreement (a) remotely, (b) via direct or indirect in-person audit (under nondisclosure obligations), or (c) by asking Customer to complete a self-audit process. Customer must promptly provide any information and documents that EE or the auditor reasonably requests related to the verification and access to systems running the Services or EE Software. If verification or self-audit reveals usage that exceeds the usage permitted by the applicable Order Form, Customer must, within 30 days, pay EE all amounts due for such excess use. Without limiting EE's other remedies, if unlicensed use is 10% or more of Customer's total use of all Services or EE Software, Customer must reimburse EE for its costs incurred in verification and acquire sufficient usage rights to cover its unauthorized use at 110% of the then-current Customer price or the maximum allowed under applicable law, if less. All information and reports related to the verification process will be Confidential Information and used solely to verify compliance.

9. Confidentiality.

9.1 Confidential Information. In connection with this Agreement a party (the "**Disclosing Party**") may disclose Confidential Information to the other party (the "**Receiving Party**"). Except as set forth in Section 9.2, "**Confidential Information**" means information in any form or medium disclosed by the Disclosing Party to the Receiving Party, including all information concerning the business, products, services, systems, procedures and records of the Disclosing Party, in each case whether or not marked or identified as "confidential." Confidential information of EE includes EE Materials (including all intellectual property rights existing in the same), any internal or third-party audit reports (including any security or ISO audits) disclosed by or on behalf of EE, and the terms and conditions of this Agreement.

9.2 Exclusions. Confidential Information does not include information that: (a) was known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

9.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party must (a) only use Confidential Information for the purposes contemplated by this Agreement, (b) not disclose or permit access to Confidential Information other than to its representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 9; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 9, and (c) safeguard the Confidential Information from unauthorized use or disclosure using at least the degree of care it uses to protect its own information and in no event less than a reasonable degree of care. The Receiving Party shall ensure its representatives' compliance with, and be responsible and liable for, any of its representatives' non-compliance with, the terms of this Section 9.

9.4 Trade Secrets. Notwithstanding any other provision of this Agreement, the Receiving Party's obligations with respect to any Confidential Information that constitutes a trade secret under any applicable law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection other than as a result of any act or omission of the Receiving Party or any of its representatives.

9.5 Compelled Disclosures. If the Receiving Party is compelled by law to disclose any Confidential Information, then, to the extent permitted by law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party of such compelled disclosure, and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, if the Disclosing Party decides to contest such compelled disclosure.

10. Proprietary Rights.

10.1 Reservation of Rights.

(a) The EE Materials and Updates are proprietary to EE, its Affiliates, licensors, or suppliers. Except as expressly granted in this Agreement, (a) EE and its Affiliates reserve all their right, title, and interest (including all intellectual property and other rights) in and to EE Materials and Updates, and (b) the applicable third-party providers reserve all their right, title, and interest (including all intellectual property and other rights) in and to the Third-Party Materials. Customer has no right, license, or authorization with respect to any EE Materials or Updates except as expressly set forth in Section 2 or the applicable third-party license, in each case subject to Section 33.1. All other rights in and to EE Materials and Updates are expressly reserved by EE, its Affiliates, licensors, and suppliers.

(b) Customer is not required to provide EE any feedback, comments, or suggestions about EE Materials ("Feedback"). However, if Customer provides Feedback, EE is free to use and disclose Feedback without any obligations or restrictions of any kind, including intellectual property rights. Any intellectual property rights created with respect to any changes or extensions in functionality of the EE Materials, including as a result of any Feedback or EE having been engaged to perform services for Customer are owned by and assigned to EE.

(c) In furtherance of Sections 10.1(a) and 10.1(b), Customer hereby unconditionally and irrevocably assigns to EE all right, title, and interest in and to (i) any changes or extensions in functionality of the EE Materials, including as a result of any Feedback, and (ii) Usage Data and Updates and agrees to take such further action as EE may reasonably require to achieve such assignment.

10.2 Customer Data. As between Customer and EE, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data. Customer grants EE a royalty-free, non-exclusive, revocable license to host, copy, transmit, display and otherwise use Customer Data for the sole purpose of providing the Services, support services (including troubleshooting) and performing EE's other obligations under this Agreement. EE is not responsible for: (a) checking or validating Customer Data or any simulations or calculations initiated by Customer; (b) ensuring that Customer Data is free from any errors; or (c) exercising any control over the content of any Customer Data. Customer warrants that it has all necessary rights and titles to Customer Data.

11. Representations and Warranties.

11.1 Mutual Representations. Each party represents that (a) it has the legal authority to, and that it has, validly entered into this Agreement; (b) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement; and (c) the execution, delivery, and performance of this Agreement does not violate any applicable laws or other agreement to which such party is bound.

11.2 EE Warranties. EE warrants that: (a) the Services and EE Software will perform materially in accordance with the applicable Documentation, and (b) that EE will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner.

11.3 Customer Warranties. Customer warrants that: (a) Customer owns or otherwise has the necessary licenses, rights, and consents to Customer Data to allow EE the right to use such Customer Data in accordance with this Agreement; and (b) the use of Customer Data by EE in connection with this Agreement, will not breach any applicable law.

11.4 DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE EE MATERIALS ARE PROVIDED "AS-IS" AND "AS AVAILABLE" AND EE, ITS LICENSORS AND ITS SUPPLIERS SPECIFICALLY EXCLUDE ALL IMPLIED REPRESENTATIONS AND WARRANTIES WHATSOEVER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AS WELL AS THE APPLICATION OR AVAILABILITY OF ANY STATUTORY RIGHTS. CUSTOMER BEARS ALL RISK RELATING TO THE ACCURACY AND USE OF THE INFORMATION AND REPORTS RESULTING FROM THE USE OF EE MATERIALS. WITHOUT LIMITING THE FOREGOING, NEITHER EE NOR ITS LICENSORS OR SUPPLIERS WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OR USE OF EE MATERIALS WILL BE UNINTERRUPTED OR ERROR OR BUG-FREE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EE MATERIALS PROVIDED FREE OF CHARGE, AS PART OF A TRIAL, OR AS BETA SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY WHATSOEVER.

12. Indemnification.

12.1 EE Indemnification. EE shall indemnify and defend Customer and its Affiliates (each a "Customer Indemnitee") against all Losses incurred by such Customer Indemnitee resulting from any Action by a third party alleging Customer's use of EE Materials in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights. The foregoing obligation does not apply to the extent that the alleged infringement arises from: (a) any unauthorized combination, operation, or other use of the EE Materials if such infringement would have been avoided but for such combination, operation or use; (b) any additions, modifications or enhancements of the EE Materials requested by Customer, if the alleged infringement would not have occurred but for such additions, modifications or enhancements; (c) use of the EE Materials in breach of this Agreement; (d) Customer's failure to comply with instructions, documentation or materials provided by EE, if the alleged infringement would not have occurred but for such failure; or (e) any modification of the EE Materials not made by EE, if the alleged infringement would not have occurred absent such modification.

12.2 Customer Indemnification. Customer shall indemnify and defend EE, its Affiliates, and licensors (each an "EE Indemnitee") against all Losses incurred by such EE Indemnitee resulting from any Action by a third party that are alleged to arise out of or result from: (a) Customer Data, including any use of Customer Data with EE Materials; and (b) use of the EE Materials outside of the scope allowed under this Agreement.

12.3 Indemnification Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified pursuant to Section 12.1 or Section 12.2. The party seeking indemnification (the "Indemnitee") shall cooperate with the other party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense and shall employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any Action without the Indemnitee's prior written consent (unless such settlement unconditionally releases the Indemnitee of all liability). The Indemnitee's failure to perform any obligations under this Section 12.3 will not relieve the Indemnitor of its obligations under this Section 12, except to the extent that the Indemnitor can demonstrate that it has been prejudiced as a result of such failure.

12.4 Mitigation. If any EE Materials are, or in EE's opinion are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party intellectual property right, EE may, at its option and sole cost and expense:

- (a) procure for Customer the right to continue using EE Materials free from any such claim;
- (b) modify or replace such EE Materials to make them (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality; or

(c) if neither of the above are reasonably practicable, terminate this Agreement with immediate effect by providing notice and refund Customer any prepaid fees covering the remainder of the Term.

12.5 Sole Remedy. Subject to Section 13.3, this Section 12 sets forth the Indemnitee's sole remedy and the Indemnitor's sole liability and obligation to the other party for any third-party claim described in this Section 12.

13. Limitations of Liability.

13.1 EXCLUSION OF CONSEQUENTIAL AND INDIRECT DAMAGES. IN NO EVENT WILL EE, ITS LICENSORS, OR THEIR AFFILIATES BE LIABLE FOR ANY LOSS OF OPPORTUNITY, GOODWILL, PROFITS, ANTICIPATED SAVINGS OR BUSINESS, LOSS OR CORRUPTION OF DATA OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR RELIANCE UPON EE MATERIALS OR ANY INFORMATION RESULTING THEREFROM, EVEN IF EE OR ITS LICENSORS OR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT TO THE EXTENT SECTION 13.3 APPLIES AND PROVIDES OTHERWISE, IN NO EVENT WILL EE BE LIABLE FOR PROCUREMENT COSTS OF SUBSTITUTE PRODUCTS OR SERVICES OR ANY UNAUTHORIZED USE OR MISUSE OF ANY SERVICES OR ANY INFORMATION RESULTING FROM THE USE OF THE EE MATERIALS. CUSTOMER ASSUMES RESPONSIBILITY FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM THE EE MATERIALS.

13.2 LIMITATION ON LIABILITY. IN NO EVENT WILL A PARTY'S AGGREGATE LIABILITY OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING WARRANTY CLAIMS), REGARDLESS OF WHETHER ANY ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTE OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO EE DURING THE 12-MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH LIABILITY AROSE. CUSTOMER MAY NOT MAKE ANY CLAIM AGAINST ANY OF EE'S LICENSORS OR SUPPLIERS IN CONNECTION WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE PRICES HAVE BEEN SET AND THE AGREEMENT ENTERED INTO IN RELIANCE UPON THESE LIMITATIONS OF LIABILITY AND THAT ALL SUCH LIMITATIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE FOREGOING LIMITATION WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS WITH RESPECT TO THE EE MATERIALS.

13.3 Exceptions. The exclusions and limitations in Section 13.1 and Section 13.2 will not apply to the extent they are not permitted by applicable law, in the case of fraud, or use of the EE Materials outside of the scope allowed under this Agreement.

14. **Statutory Rights**. Nothing in this Agreement is intended to exclude, restrict or modify any consumer rights or any other legislation which may not be excluded, restricted or modified by agreement. If any other legislation implies a condition, warranty or term into this Agreement or provides statutory guarantees in connection with this Agreement, in respect of goods and services supplied (if any), the liability of EE or its licensors or suppliers for breach of such a condition, warranty, other term or guarantee is limited (at EE's election) to the extent it is able to do so to EE doing any one or more of the following: (a) in the case of supply of goods: (i) replacing the goods or supplying equivalent goods; (ii) repairing the goods; (iii) paying the cost of replacing the goods or of acquiring equivalent goods; and/or (iv) paying the cost of having the goods repaired; or (b) in the case of supply of services: (i) supplying the services again; and/or (ii) paying the cost of having the services supplied again.

15. Term and Termination.

15.1 Term. The initial term of this Agreement shall be as specified in the applicable Order Form (the "Initial Term"). Except as otherwise specified in an Order Form, this Agreement will automatically renew for additional one year terms (each, a "Renewal Term" and collectively with the Initial Term, the "Term"), unless either party gives the other written notice at least 60 days before the end of the then current Term. Except as expressly provided in the applicable Order Form, renewal pricing will be at EE's applicable list price in effect at the time of the applicable renewal. In addition, if at any renewal, Customer decreases its use of the EE Materials from the prior term, EE may reprice the EE Materials at renewal without regard to the prior term's per-unit pricing.

15.2 Termination for Cause. A party may terminate this Agreement for cause if (a) the other party materially breaches this Agreement and fails to remedy the breach within 30 days of receipt of written notice of such breach, or (b) the other party becomes, threatens, or resolves to become or is in jeopardy of becoming subject to any form of insolvency.

15.3 Effect of Termination or Expiration. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

(a) all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate;

(b) EE must immediately cease all use of any Customer Data or Customer's Confidential Information and within 30 days of termination of this Agreement, on written request by Customer, EE will make commercially reasonable efforts to make available to Customer any Customer Data that is being stored at the time of termination of this Agreement in connection with Customer's use of, and access to, the Services;

(c) Customer must immediately cease all use of any EE Materials and promptly erase all EE Materials and EE's Confidential Information from all Customer systems;

(d) notwithstanding anything to the contrary in this Agreement, with respect to information and materials then in its possession or control: (i) the Receiving Party may retain the Disclosing Party's Confidential Information, in its then current state and solely to the extent and for so long as required by applicable law; (ii) EE may also retain Customer Data in its backups, archives, and disaster recovery systems until such Customer Data is deleted in the ordinary course; and (iv) all information and materials described in this Section 15.3(d) will remain subject to all confidentiality, security, and other applicable requirements of this Agreement;

(e) EE may disable all Customer and Named User access to EE Materials;

15.4 Refund or Payment upon Termination. If this Agreement is terminated by Customer in accordance with Section 15.2 above, EE will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by EE in accordance with Section 15.2 above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms. In no event will termination relieve Customer of its obligation to pay any fees payable to EE for the period prior to the effective date of termination.

15.5 Copy of Customer Data. If Customer requests in writing at least 30 days prior to the effective date of termination, subject to Section 15.3(d), EE shall, within 30 days following such expiration or termination, deliver to Customer the then most recent version of Customer Data held by EE, provided that Customer has at that time paid all fees then outstanding and any amounts payable after or as a result of such expiration or termination.

15.6 Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 3.1, Section 9, Section 11.4, Section 12, Section 13, Section 15.3, Section 15.4, this Section 15.6, and Section 16. Termination of this Agreement does not affect the rights and obligations of the parties which have accrued before the date of termination, including the right to claim damages as a result of a breach of this Agreement.

16. Compliance with Laws and Regulations. Each party agrees to comply with all laws and regulations applicable to the subject matter of this Agreement. Certain EE Materials may include information that is subject to either US Federal Energy Regulatory Commission ("FERC") or Critical Energy Infrastructure Information ("CEII") regulations or other restricted use provisions of an originating entity (such as load flows contained in certain nodal datasets). This information can only be delivered to entities which have received and can demonstrate approval from FERC or the appropriate originating entity. Customer must provide proof of approval to EE as a condition precedent to the delivery of CEII or other regulated information and Customer shall maintain CEII regulated data in a secure place pursuant to FERC regulations.

17. Definitions. The below capitalized terms have the following meanings:

"Acceptable Use Policy" means EE's acceptable use policy made available at <https://portal.energyexemplar.com> as may be updated by EE from time to time.

"Action" means any claim, action, demand, suit, arbitration, investigation, audit, or proceeding of any nature.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. For purposes of this definition, "control" means the direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Beta Product" means any portion of the EE Materials that EE identifies as beta, pre-release, early access, or preview, and that is made available to Customer during the Term.

"Compliance Verification Process" means any software, hardware, or other technology, device, or means used by EE or its designee to verify Customer's or any Named User's compliance with the terms of this Agreement or to terminate Customer's or any Named User's access to or use of EE Materials.

"Cores" means an independent processing unit in a CPU.

"Customer" means the company or other legal entity identified as "Customer" on the Order Form that incorporates this Agreement.

"Customer Data" means (a) data and information which Customer uploads or otherwise inputs into the Services or EE Software (other than Dataset Services) and (b) the output report created by Customer's use of the Services or EE Software. For clarity, Customer Data does not include Usage Data.

"Customer Systems" means Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services.

"Dataset Services" means that portion of the Services which provides or otherwise makes available (in any format) any datasets, other similar content, and any derivatives thereof, including Updates.

"Documentation" means the manuals, instructions, and other documents or materials that EE provides or makes available to Customer at (<https://portal.energyexemplar.com>), as updated from time to time.

"EE" means the Energy Exemplar company or other legal entity identified on the Order Form that incorporates this Agreement.

"EE Materials" means the Services, Documentation, EE Software, Trial Products, Beta Products, and any and all other systems, software, data, materials, content, methods, processes, technologies, inventions, and reports that are provided or used by EE or any subcontractor in connection with the EE Materials or related thereto. For the avoidance of doubt, EE Materials include Usage Data, but do not include Customer Data.

"EE Personnel" means all individuals involved in the provision of the EE Software or the performance of Services as employees, agents, or independent contractors of EE or any subcontractor.

"EE Software" means any software application provided by EE to Customer (and its Named Users) for installation and use by Named Users on a personal computer or workstation, including Updates and also includes products and services provided under a free trial.

"Harmful Code" means code, software, hardware, files, scripts or other technology or programs intended to do harm or intended to prevent or impair the operation of any computer software, hardware or network from working as intended, including viruses, worms, malware, and Trojan horses. Harmful Code does not include any Compliance Verification Process.

"Losses" means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Named User" means an employee of Customer who has a specific individual login configured to them that enables such individual to access and use EE Materials and for whom access to EE Materials has been purchased hereunder. A Named User is assigned as either an *"Analysts License"* or a *"Standard User"* type, as specified on the applicable Order Form.

"Order Form" means an order form signed by both EE and Customer specifying the Services and EE Software to be provided under this Agreement. If an Affiliate of Customer enters into an Order Form with EE, such Affiliate agrees to be bound by the terms and conditions of this Agreement as if it were an original party to this Agreement.

"Premium Onboarding", means, when mentioned in Annex A, the dedicated support services to be provided by EE for up to 120 hours (inclusive of 5 days remote introductory workshop- dates and format to be agreed between EE and the Customer) to be used during the first 100 days following the Effective Date of the Agreement or Order Form (as applicable) and such services are not subject to auto-renewal . Any hours started shall be counted fully. For avoidance of doubt, such Premium Onboarding is limited to providing guidance, support, and assistance to the user during development of workflow to meet specified use cases and generally does not involve customized deliverables.

"Professional Services" means any implementation, training, or other professional services provided by EE as specified in an Order Form or a statement of work agreed to by the parties and that references this Agreement.

"Service Level Agreement" means EE's Service Level Agreement made available to Customer at <https://portal.energyexemplar.com/cloud-sla>.

"Services" means the products and services (including Compute Credits, Dataset Services, and Professional Services) that are ordered by Customer under an Order Form, including Updates and also includes products or services provided to Customer under a free trial.

"Third-Party Materials" means materials, services, software, solvers, add-ons, plug-ins, information, documents, data, content, specifications, products, or components that are incorporated into the EE Materials, but are not proprietary to EE.

"Updates" means corrections, bug fixes, patches, modifications, changes, updates, or enhancements to EE Materials, including as a result of (a) any suggestions or recommendations of Customer, or (b) being engaged to perform services for Customer.

"Usage Data" means data, information or other materials regarding how Customer uses EE Materials, including, for example, how many simulations Customer runs per day or how often Customer runs a simulation.

18. Miscellaneous.

18.1 Relationship of the Parties. The relationship between the parties is that of independent contractors. This Agreement does not create any agency, partnership, joint venture, employment, or fiduciary relationship between the parties.

18.2 Public Announcements. Within thirty (30) days of the Effective Date, EE may issue an announcement, statement, press release, or other publicity or marketing materials relating to this Agreement. Except as set forth in the preceding sentence, neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, without the prior written consent of the other party, provided, however, that EE may,

without Customer's consent, include Customer's name and other indicia in EE's lists of current or former customers in promotional and marketing materials.

18.3 Notices. Any notice required or permitted under this Agreement must be in writing, in the English language, and addressed to the other party at the address set forth in the Order Form (or to such other address that such party may designate). Except as otherwise specified in this Agreement, all notices will be deemed given upon (a) personal delivery; (b) receipt, if sent by overnight courier, signature required; or (c) if by email, when sent, except for notices of termination or an indemnifiable claim ("**Legal Notices**"), which shall clearly be identifiable as Legal Notices. Legal Notices shall be deemed received upon actual receipt. Invoice-related notices to Customer will be addressed to the relevant invoice contact designated by Customer.

18.4 Interpretation. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. For purposes of this Agreement: (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) words denoting the singular have a comparable meaning when used in the plural, and vice-versa. Unless the context otherwise requires, references in this Agreement: (x) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (y) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting a document. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

18.5 Exclusion of CISG and UCITA. The terms of the United Nations Convention in Contracts for the International Sale of Goods (CISG) and the Uniform Computer Information Transactions Act (UCITA) do not apply to this Agreement.

18.6 Entire Agreement and Order of Precedence. This Agreement (including any Order Form, Annexes, and schedules) constitutes the entire agreement of the parties with respect to Customer's use of EE Materials and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the following documents, the following order of precedence governs: (a) the Order Form, (b) Annex A (Products and Services), and (c) Annex B (Terms and Conditions). No confirmation, shipment or delivery docket, invoice or other similar document issued by or on behalf of Customer or EE (including the terms on any pre-printed purchase order form) will vary or form part of this Agreement or otherwise affect the rights or obligations of the parties.

18.7 Assignment. Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement (whether voluntarily, involuntarily, by operation of law, or otherwise) without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, that either party may assign or otherwise transfer this Agreement in connection with the sale of all, or substantially all, of the business or assets of that party. Any purported assignment, delegation, or transfer in violation of this section is void. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. Notwithstanding the foregoing, EE may enter into a sub-contract with a third party for the performance of its obligations under this Agreement without the prior written consent of Customer. Any such sub-contract does not excuse EE from performing its obligations under this Agreement.

18.8 Force Majeure. In no event will either party be liable to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "**Force Majeure Event**"), including (i) acts of God; (ii) flood, fire, earthquake, epidemics, pandemics, or explosion; (iii) war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest; (iv) government order, law, or actions; (v) embargoes or blockades in effect on or after the date of this Agreement; (vi) national or regional emergency; and (vii) strikes, work stoppages, or other industrial disturbances.

18.9 Amendment and Modification; Waiver. No amendment or modification of this Agreement will be effective unless agreed in writing and signed by authorized representatives of each of the parties. Except as otherwise set forth in this Agreement, no failure to exercise any right under this Agreement will be construed as a waiver thereof.

18.10 Severability. If any provision of this Agreement is determined to be unenforceable by a court of competent jurisdiction, the provision will be deemed null and void; provided that such unenforceability shall not affect any other term or provision of this Agreement. Upon such determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible.

18.11 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the laws of England and Wales without giving effect to any conflict of law provision or rule that would require or permit the application of the laws of any other jurisdiction. Each party submits to the exclusive jurisdiction of the courts sitting in London, England.

18.12 Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 3.1, Section 3.3, or Section 9, could cause the other party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

18.13 Third-Party Rights. This Agreement is entered into between the parties and does not create or and does not create or purport to create any right under the Contracts (Rights of Third Parties) Act 1999 (UK) or any subsequent amendment thereto, which is enforceable by any person or party who or which is not a party to this Agreement. Any person or party who or which is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 (UK) or subsequent amendment thereto, to enforce any of the terms and conditions herein.