

I. AVReporter Energy Management Software

1. Subject of contract

AVReporter has been specifically designed to satisfy the needs and demands of the market globally, equally from the end-user, the operator and the system integrator's point of view.

1.1 The AVReporter Energy Management System

1.1.A: on-premise solution consist of:

- AVReporter Energy Management Software license key(s) (by KONsys)
- optional services of KONsys listed in the official price list

1.1.B: AVReporter Energy Management Cloud Package (AVRIoT Package) consist of:

- AVReporter Energy Management Cloud Software license key(s)
- IoT Server hardware component (s)
- optional services of KONsys listed in the official price list

2. Payment terms and conditions

2.1 Payment is possible via bank transfer.

Please, note we can only accept the payment if it is the full amount, so during the purchase process any bank transfer or additional charges should be paid by the Purchaser.

2.2 The prices are quoted in EUR, excluding VAT (Value Added Tax).

2.3 Our quotation will consist of

2.3.A: on-premise solution

- Software license key(s) - payable upfront
- optional project fee (one off or SLA) - payable upfront

2.3.B: AVReporter Energy Management Cloud Package (AVRIoT Package)

- the hardware fee (IoT Server), its delivery and the tax and customs duty- payable upfront
- the fee of the Cloud Service (upfront startup fee then regular quarterly or yearly payment)
- optional project fee (one off or SLA)- payable upfront

2.3.B.1. Please note for IoT Server and for the Cloud service fees there are no discounts to be provided.

2.3.B.2 KONsys has got the ultimate right to change the rate and fees with no notice period, according to Microsoft's pricing changes.

Terms and Conditions of IoT Server producer Intellisense's and Cloud supplier Microsoft's are automatically accepted by the purchase order. Please, find it here (<https://www.intellisense-iot.com/terms-conditions>)

3. Warranty

Producer provides one year warranty period for every AVReporter license sold starting with the date of purchase.

AVREPORTER SUPPORT LIFECYCLE

The following table shows the dates and periods of each AVReporter software product according to their lifecycle and technical support.

Product release	Lifecycle Start Date	Available until in eBusiness	Service Pack Support End Date	Last available Service Pack date	ComponentStore Update Support End Date	ComponentStore Support End Date	Online Technical Support End Date
AVReporter v2.5	17.12.2011	05.08.2013	31.12.2015*	Not Available	Not Available	Not Available	31.12.2021*
AVReporter v3.0	14.06.2013	06.04.2014	Update is free to AVR v3.0 R2	Same as AVR v3.0 R2	Same as AVR v3.0 R2	Same as AVR v3.0 R2	Same as AVR v3.0 R2
AVReporter v3.0 R2	06.04.2014	31.12.2018	31.12.2020*	09.09.2014 AVReporter v3.0 R2 SP1	31.12.2022	31.12.2025	31.12.2025*
AVReporter v4.0	01.05.2016	31.12.2019	31.12.2021*	14.10.2018 AVReporter v4.0 SP1	31.12.2023	31.12.2026	31.12.2026*

Available until in eBusiness: The date of availability to buy in our e-shop.

Lifecycle Start Date: Release date of given product.

Service Pack Support End Date: The latest Service Pack shall be released until the given date.

Last available Service Pack date: The date of the latest Service Pack.

ComponentStore Update Support End Date: The last date for updating the ComponentStore with new elements (for example drivers, reports, dashboards etc...)

ComponentStore Support End Date: The last date of the ComponentStore's availability.

Online Technical Support End Date: The last date the technical support is available (via phone or/and web)

*The dates can be differed according to other individually arranged maintenance or/and technical support contracts, agreements and can delay the final date as a result. These extended supports will only be available to the contracted Partner.

II. AVReporter EULA

END-USER LICENSE AGREEMENT FOR KONSYS SOFTWARE PRODUCT IMPORTANT PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE CONTINUING WITH THIS PROGRAM INSTALL: KONSys's End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and KONSys. for the KONSys software product(s) identified above which may include associated software components, media, printed materials, and "online" or electronic documentation ("SOFTWARE PRODUCT"). By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. This license agreement represents the entire agreement concerning the program between you and KONSys, (referred to as "licenser"), and it supersedes any prior proposal, representation, or understanding between the parties. If you do not agree to the terms of this EULA, do not install or use the SOFTWARE PRODUCT. By installing the SOFTWARE PRODUCT you confirm the acceptance of the terms and conditions of this EULA.

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

By the installation of the SOFTWARE PRODUCT you also accept the MICROSOFT SOFTWARE LICENSE TERMS of MICROSOFT SQL SERVER 2016/2017/2019 EXPRESS of the Microsoft Corporation. The licence terms to be found in a separate agreement.

1. GRANT OF LICENSE

The SOFTWARE PRODUCT is licensed as follows:

(a) Installation and Use.

KONSys grants you the right to install and use copies of the SOFTWARE PRODUCT on your computer running a validly licensed copy of the operating system for which the SOFTWARE PRODUCT was designed [e.g., Windows Server 2012, Windows Server 2016, Windows Server 2019, Windows 10].

(b) Backup Copies.

You may also make copies of the SOFTWARE PRODUCT only for the necessary backup and archival purposes.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

(a) Maintenance of Copyright Notices.

You must not remove or alter any copyright notices on any and all copies of the SOFTWARE PRODUCT.

(b) Distribution.

You are prohibited from distributing registered copies of the SOFTWARE PRODUCT to third parties. Evaluation versions available for download from KONSys's websites may be freely distributed.

(c) Prohibition on Reverse Engineering, Decompilation, and Disassembly.

You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT.

(d) Rental.

You may not rent, lease, or lend the SOFTWARE PRODUCT.

(e) Support Services.

KONSys may provide you with support services related to the SOFTWARE PRODUCT ("Support Services"). Any supplemental software code provided to you as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this EULA.

(f) Compliance with Applicable Laws.

You must comply with all applicable laws regarding use of the SOFTWARE PRODUCT.

(g) Separation of Components.

The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one COMPUTER.

(h) Trademarks.

This EULA does not grant you any rights in connection with any trademarks or service marks of KONSys.

3. TERMINATION

Without prejudice to any other rights, KONSys may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the SOFTWARE PRODUCT in your possession.

4. COPYRIGHT

All titles, including but not limited to copyrights, in and to the SOFTWARE PRODUCT and any copies thereof are owned by KONSys. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws

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5. NO WARRANTIES

KONSys expressly disclaims any warranty for the SOFTWARE PRODUCT. The SOFTWARE PRODUCT is provided 'As Is' without any express or implied warranty of any kind, including but not limited to any warranties of merchantability, noninfringement, or fitness of a particular purpose. KONSys does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the SOFTWARE PRODUCT. KONSys makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb, or other such computer program. KONSys further expressly disclaims any warranty or representation to Authorized Users or to any third party.

6. LIMITATION OF LIABILITY

In no event shall KONSys be liable for any damages (including, without limitation, lost profits, business interruption, or lost information) rising out of 'Authorized Users' use of or inability to use the SOFTWARE PRODUCT correctly, even if KONSys has been advised of the possibility of such damages. In no event will KONSys be liable for loss of data or for indirect, special, incidental, consequential (including lost profit), or other damages based in contract, tort or otherwise.

KONSys shall have no liability with respect to the content of the SOFTWARE PRODUCT or any part thereof, including but not limited to errors or omissions contained therein, libel, infringements of rights of publicity, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights or the disclosure of confidential information.

This limitation applies to:

- anything related to the software, services, content (including code) on third party
- Internet sites or third party programs, and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability,
- negligence, or other tort to the extent permitted by applicable law

III. Intellisense

I. TERMS & CONDITIONS OF THE XSERVER.IOT DEVICES

1. WARRANTIES

1.1 LIMITED WARRANTY

IntelliSense Ltd. warrants that its products will conform to the specifications. This limited warranty lasts for one (1) year from the date of the sale. IntelliSense shall not be liable for any defects that are caused by neglect, misuse or mistreatment by Customer, including improper installation or testing, or for any products that have been altered or modified in any way by Customer. Moreover, IntelliSense Ltd. shall not be liable for any defects that result from Customer's design, specifications or instructions for such products. Testing and other quality control techniques are used to the extent that IntelliSense Ltd. deems necessary.

Warranty will not apply in the event of:

1. installation, maintenance and use contrary to the instructions and warnings provided by IntelliSense Ltd. or in conflict with legal regulations or technical specifications;
2. damages occurred due to: defects and/or abnormalities of the electrical wirings, defects or abnormal distribution, failure or fluctuation of electrical power, abnormal environmental conditions (such as dust or smoke, including cigarette smoke) and damages related to air conditioning systems or humidity control systems;
3. tampering;
4. damage due to natural events or force majeure or not related to the original defects, such as damage due to fire, flood, war, vandalism and similar events;
5. damage caused by use of the product outside of the limitations set in the technical specifications;
6. removal, modification of the serial number of the products or any other action which prevents its unique identification;
7. damage caused during transportations and shipment

1.2 EXCLUSIVE REMEDY

If any of IntelliSense Ltd.'s products fail to conform to the warranty set forth above, IntelliSense Ltd. sole liability and Customer or user's exclusive remedy shall be to have such products replaced. IntelliSense Ltd.'s liability shall be limited to products that are determined by IntelliSense Ltd. not to conform to such warranty. If IntelliSense Ltd. elects to replace such products, IntelliSense Ltd. shall have a reasonable time to deliver replacements. Replaced products shall be warranted for a new limited warranty period. To get replacements contact IntelliSense Ltd. at helpdesk@intellisense-iot.com.

1.3 DISCLAIMER OF WARRANTIES

Except for the above limited warranty, IntelliSense Ltd. and/or its respective manufacturers and distributors to the maximum extent permitted by law make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on its web site for any purpose. Except for the above limited warranty, all such information, software, products, services and related graphics are provided "as is" "with all faults," and without warranty of any kind, whether express, contractual, or statutory. Except for the above limited warranty, IntelliSense Ltd. and/or its respective manufacturers and distributors hereby disclaim to the maximum extent permitted by law all warranties and conditions with regard to

proposal, specification, sample, information, software, products, services and related graphics, including, but not limited, all implied warranties and conditions of merchantability, fitness for a particular purpose, title, lack of virus, accuracy or completeness of response, quiet enjoyment, quiet possession, correspondence to description and liability for infringement of any proprietary rights, relating to use of information in any documents and files and software and no license, express or implied, by IntelliSense Ltd., to any intellectual property rights is granted herein. IntelliSense Ltd. assumes no responsibility or liability for any errors or inaccuracies that may appear in any documentation or files or any software that may be provided. The information in any documents or files is provided for informational use only, is subject to change without notice, and should not be construed as a commitment by IntelliSense Ltd. and manufacturers and distributors. The entire risk arising out of use or performance of the product and any support services remains with Customer. Whereby the above limitations may not apply any warranty, whether express, contractual, or statutory, imposed by applicable law shall be limited to one (1) year from the date of sale.

1.4 LIMITED SUPPORT SERVICES

Customer agrees that prior to using any systems that include IntelliSense Ltd.'s products, Customer will test such systems and the functionality of the products as used in such systems. IntelliSense Ltd. may provide limited technical, applications or design advice, reliability data or other services. Customer acknowledges and agrees that providing these limited services shall not expand or otherwise alter IntelliSense Ltd.'s limited warranties, as set forth above, and no additional obligations or liabilities shall arise from IntelliSense Ltd. providing such services.

1.5 UNAUTHORISED USE

IntelliSense Ltd.'s products are not authorised for use in safety-critical applications where a failure of the IntelliSense Ltd.'s product would reasonably be expected to cause severe personal injury or death. Safety-critical applications include, without limitation, life support devices and systems, equipment or systems for the operation of nuclear facilities and weapons systems. IntelliSense Ltd.'s products are neither designed nor intended for use in military or aerospace applications or environments and for automotive applications or environment. Customer acknowledges and agrees that any such use of IntelliSense Ltd.'s products is solely at Customer's risk, and that Customer is solely responsible for compliance with all legal and regulatory requirements in connection with such use.

1.6 COMPLIANCE WITH LAWS

Customer acknowledges and agrees that it is solely responsible for compliance with all legal, regulatory and safety-related requirements concerning its products and any use of IntelliSense Ltd.'s products in Customer's applications, notwithstanding any applications-related information or limited support that may be provided by IntelliSense Ltd..

2. INDEMNIFICATION

Customer acknowledges and agrees to defend, indemnify and hold harmless IntelliSense Ltd. and its manufacturers and distributors from and against any and all third-party losses, damages, liabilities and expenses it incurs to the extent directly caused by:

- a) an actual breach by a Customer of the representation and warranties made under this Terms & Conditions
- b) the gross negligence or wilful misconduct of the Customer.

3. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL, AND CERTAIN OTHER DAMAGES

To the maximum extent permitted by applicable law, in no event shall IntelliSense Ltd. or its manufacturers and distributors be liable to Customer or any third parties for any special, collateral, indirect, punitive, incidental, consequential or exemplary damages whatsoever (including, but not limited to, damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care), negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the products or the support services, or the provision of or failure to provide support services, or otherwise under or in connection with any provision of the agreement, regardless of whether IntelliSense Ltd. has been advised of the possibility of such damages. This section will survive the termination of the warranty period.

4. LIMITATION OF LIABILITY AND REMEDIES

Notwithstanding any damages and expenses, including attorney's fees, that the user might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability for any claim of IntelliSense Ltd. and any of its manufacturers and distributors, directors, officers and employees, whether in contract, tort, or any other theory of liability, arising out of or in any way related to the delivery of the product, use of or inability to use the products or the limited support services, or the provision of or failure to provide limited support services, or otherwise under or in connection with any provision of the agreement, shall be limited to the exclusive remedy for all of the foregoing consisting of replacement of the product or the greater of the amount actually paid by the user for the products or €5.00. The foregoing limitations, exclusions, and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

5. CHANGES TO SPECIFICATIONS

IntelliSense Ltd. may make changes to specifications and product descriptions at any time, without notice. The product information on the web site or materials is subject to change without notice.

6. SHIPPING

6.1 RISK OF LOSS

All items purchased from IntelliSense Ltd. are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to Customer upon our delivery to the carrier.

6.2 SHIPPING METHODS

Delivery time changes depending on selected carrier and destination country as indicated in checkout phase. Carrier delivery time does not include order processing duration. IntelliSense Ltd. cannot be held responsible for the Carriers late deliveries.

6.3 DELIVERY TIMES

Delivery times shall be considered as estimates. Any delay in the delivery of the products shall not result in the cancellation of orders or in the right for a claim. Delivery times will not hold in case of events of force majeure, delays in delivery of products from suppliers of IntelliSense Ltd., or other circumstances not directly attributable to IntelliSense Ltd.. IntelliSense Ltd. reserves the right to make partial shipments if fully accepted by the Customer.

6.4 INSURANCE

Shipped goods are not covered by freight insurance.

6.5 CUSTOMS

Orders shipped outside the European Union can be subject to custom controls for duties and VAT for import. IntelliSense Ltd. cannot be hold responsible for the late deliveries due to custom control.

7. RETURNS, REFUNDS AND TITLE

1. Defects originating in the manufacturing of products must be reported to IntelliSense Ltd. in writing within 8 (eight) days from the receipt of goods.
2. Failure to meet the notification deadlines will result in the loss of the rights deriving from the warranty
3. All returns must be authorised by the IntelliSense Ltd. and subject to a technical examination;
4. When a return is authorised, IntelliSense Ltd. will issue a RMA (return) number;
5. Defective products shall be returned to IntelliSense Ltd. complete with the indication of the RMA number at the Customer's expenses and responsibility;
6. IntelliSense Ltd. does not take title to returned items until the item arrives at our warehouse.
7. If the terms of the Warranty apply to the returned items, IntelliSense Ltd. will ship the replacement product to the Customer's designated address free of charge;
8. IntelliSense Ltd. reserves the right to issue a refund without requiring a return. In this situation, IntelliSense Ltd. does not take title to the refunded item.

8. GOVERNING LAW AND JURISDICTION

This Terms & Conditions shall be governed by and construed in accordance with the substantive laws of European Union. Any claim or matter arising between the parties relating to the interpretation, validity and performance of this Terms & Conditions will be submitted to the exclusive jurisdiction of the court of Malta.

II. END-USER LICENSE AGREEMENT (EULA) OF XSERVER.IOT FRAMEWORK

This End-User License Agreement ("EULA") is a legal agreement between you and IntelliSense Ltd.

This EULA agreement governs your acquisition and use of our Xserver.IoT Framework software ("Software") directly from IntelliSense Ltd. or indirectly through a IntelliSense Ltd. authorized reseller or distributor (a "Reseller").

Please read this EULA agreement carefully before using the Xserver.IoT Framework software. It provides a license to use the Xserver.IoT Framework software and contains warranty information and liability disclaimers.

Installing and/or using the Xserver.IoT Framework software, you are confirming your acceptance of the Software and agreeing to become bound by the terms of this EULA agreement.

If you are entering into this EULA agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions. If you do not have such authority or if you do not agree with the terms and conditions of this EULA agreement, do not install or use the Software, and you must not accept this EULA agreement.

This EULA agreement shall apply only to the Software supplied by IntelliSense Ltd. herewith regardless of whether other software is referred to or described herein. The terms also apply to any IntelliSense Ltd. updates, supplements, Internet-based services, and support services for the Software, unless other terms accompany those items on delivery. If so, those terms apply.

1. LICENSE GRANT

IntelliSense Ltd. hereby grants you a personal, non-transferable, non-exclusive licence to use the Xserver.IoT Framework software on your devices (Xserver.IoT devices, Raspberry Pi 3, etc.) in accordance with the terms of this EULA agreement.

You are not permitted to:

- Edit, alter, modify, adapt, translate or otherwise change the whole or any part of the Software nor permit the whole or any part of the Software to be combined with or become incorporated in any other software, nor decompile, disassemble or reverse engineer the Software or attempt to do any such things
- Reproduce, copy, distribute, resell or otherwise use the Software for any commercial purpose
- Allow any third party to use the Software on behalf of or for the benefit of any third party
- Use the Software in any way which breaches any applicable local, national or international law
- use the Software for any purpose that IntelliSense Ltd. considers is a breach of this EULA agreement

2. INTELLECTUAL PROPERTY AND OWNERSHIP

IntelliSense Ltd. shall at all times retain ownership of the Software as originally downloaded by you and all subsequent downloads of the Software by you. The Software (and the copyright, and other intellectual property rights of whatever nature in the Software, including any modifications made thereto) are and shall remain the property of IntelliSense Ltd..

IntelliSense Ltd. reserves the right to grant licences to use the Software to third parties.

3. TERMINATION

This EULA agreement is effective from the date you first use the Software and shall continue until terminated. You may terminate it at any time upon written notice to IntelliSense Ltd..

It will also terminate immediately if you fail to comply with any term of this EULA agreement. Upon such termination, the licenses granted by this EULA agreement will immediately terminate and you

agree to stop all access and use of the Software. The provisions that by their nature continue and survive will survive any termination of this EULA agreement.

4. NO WARRANTIES

IntelliSense Ltd. expressly disclaims any warranty for the SOFTWARE PRODUCT. The SOFTWARE PRODUCT is provided 'As Is' without any express or implied warranty of any kind, including but not limited to any warranties of merchantability, noninfringement, or fitness of a particular purpose. IntelliSense Ltd. does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the SOFTWARE PRODUCT. IntelliSense Ltd. makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb, or other such computer program. IntelliSense Ltd. further expressly disclaims any warranty or representation to Authorized Users or to any third party.

5. LIMITATION OF LIABILITY

In no event shall IntelliSense Ltd. be liable for any damages (including, without limitation, lost profits, business interruption, or lost information) rising out of 'Authorized Users' use of or inability to use the SOFTWARE PRODUCT correctly, even if IntelliSense Ltd. has been advised of the possibility of such damages. In no event will IntelliSense Ltd. be liable for loss of data or for indirect, special, incidental, consequential (including lost profit), or other damages based in contract, tort or otherwise.

IntelliSense Ltd. shall have no liability with respect to the content of the SOFTWARE PRODUCT or any part thereof, including but not limited to errors or omissions contained therein, libel, infringements of rights of publicity, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights or the disclosure of confidential information.

This limitation applies to:

- anything related to the software, services, content (including code) on third party
- Internet sites or third party programs, and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability,
- negligence, or other tort to the extent permitted by applicable law

By the installation and using of the SOFTWARE PRODUCT you also accept the MICROSOFT SOFTWARE LICENSE TERMS of MICROSOFT Windows 10 IoT Core of the Microsoft Corporation. The licence terms to be found in a separate agreement.

III. CLOUD (MICROSOFT AZURE) ONLINE SERVICES TERMS

The Cloud Services provided by IntelliSense Ltd. are subject to the terms of [Microsoft Online Services Terms](#).

1. CLOUD (MICROSOFT AZURE) COMPLIANCE

Cloud compliance certifications: <https://azure.microsoft.com/en-in/overview/trusted-cloud/compliance/>

2. LIMITATION OF LIABILITY

In no event shall IntelliSense Ltd. be liable for any damages (including, without limitation, lost profits, business interruption, or lost information) rising out of 'Authorized Users' use of or inability to use the CLOUD SERVICE correctly, even if IntelliSense Ltd. has been advised of the possibility of such damages. In no event will IntelliSense Ltd. be liable for loss of data or for indirect, special, incidental, consequential (including lost profit), or other damages based in contract, tort or otherwise.

IntelliSense Ltd. shall have no liability with respect to the content of the CLOUD SERVICE or any part thereof, including but not limited to errors or omissions contained therein, libel, infringements of rights of publicity, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights or the disclosure of confidential information.

IV. XSERVER.IOT PRODUCT LIFECYCLE

Products Released	Lifecycle Start Date	Mainstream Support End Date	Service Pack Support End Date
Xserver.IoT.100 (Rev1)	12/01/2019	12/31/2026	12/31/2028