

Professional Services Terms

These terms set forth the terms and conditions pursuant to which ENC will provide Professional Services to Licensee. The Professional Services will be subject to the terms of the Agreement except to the extent otherwise set forth in this Exhibit.

1. PROJECT SCHEDULE.

- 1.1. ENC and Licensee will agree to provide the necessary resources to execute the tasks to meet project schedule milestones contained in each mutually agreed SOW. If the applicable SOW does not contain project schedule milestones, ENC and Licensee will work together to establish a mutually agreed schedule and milestones promptly after project kickoff.
- 1.2. Completion of the Professional Services in accordance with the mutually agreed schedule is dependent upon (among other things) Licensee's fulfillment of its obligations in a timely manner.

2. CHANGE REQUESTS.

- 2.1. If, due to Licensee action or request, the implementation task attributes (description, conditions for satisfactory completion, resource assignment, duration) outlined in the SOW or the Project Schedule change at any point following agreement on the same, ENC retains the right to provide a Change Order quotation to Licensee for additional Professional Services and, upon acceptance of the Change Order quotation, invoice Licensee for costs incurred by ENC due to the task change(s). Task changes for which additional fees may apply include, but are not limited to, addition of Subscription Services features, changing the primary point(s)-of-contact designated by the Licensee resulting in the need for duplication of training and coordination tasks, acceleration of the project timeline, or placing the implementation project on hold for an extended period of time, resulting in the need for remobilization at a later time. Fees related to the task change(s) will be calculated at ENC's then-current hourly rates and documented in the applicable Change Order, and the Change Order will be submitted to Licensee for approval prior to acceptance or invoicing by ENC.

3. CUSTOM DEVELOPMENT.

- 3.1. To the extent custom development is to be provided as part of the Professional Services in any mutually agreed SOW, Licensee is responsible for delivering complete custom development specifications to ENC prior to the commencement of development services. ENC will develop the specified deliverables in the timeframe set forth in the applicable SOW. Delivered items will be referenced as "functional deliverables."

4. HOURLY SERVICES.

- 4.1. If ENC is to provide Professional Services on an hourly basis as described in the applicable SOW, the specified hours will be considered used during the term of the applicable SOW in accordance with the following formula: 3 calendar weeks per 10 hours unless otherwise agreed in writing by the parties. The applicable period shall begin upon Licensee's initial request for the relevant Professional Services and end upon the date calculated by the formula set forth above. ENC shall make its resources available for up to 10 hours per week during the contract period. The hours are provided on a 'use it or lose it' basis and ENC will not refund any fees paid for unused or expired hours. If additional hours are needed beyond the level of service purchased in the applicable SOW, ENC will provide a quote based on the scope of work at its then current billable rates.
- 4.2. For avoidance of doubt, performance of the following Professional Services will be applied against the hours purchased: time spent on support and assistance tasks such as reviewing and manipulating Licensee's database and data files, researching and replying to questions and issues, and consultation with other ENC resources on best practices and solutions. Typically, the contact hours with Licensee via phone or online conference account for less than 25% of the contracted hours; provided, however, when any contracted hours used exclusively for online training, will be applied at 100%.

5. WARRANTIES.

- 5.1. ENC's Warranties. ENC will exercise due professional competence and care consistent with generally accepted industry standards and practices in the performance of the Professional Services. In the event of a breach of the foregoing warranty, ENC will either (i) re-perform the deficient Professional Services; or (ii) return to Licensee the fees paid for such services prior to the breach. Any claim for breach of the

foregoing warranty must be made by notice to ENC within thirty (30) days of completion of the Professional Services with respect to which the claim is made, or said claim shall be deemed waived by Licensee.

5.2. LIMITATIONS. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 1 ABOVE, ENC DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROFESSIONAL SERVICES PROVIDED OR THE RESULTS OBTAINED THEREFROM, AND ENC EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, ARISING BY USAGE OF TRADE, COURSE OF DEALING, COURSE OF PERFORMANCE OR OTHERWISE.

5.3. LIMITATION ON REMEDIES AND AGGREGATE LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, MULTIPLE, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, SAVINGS, OR REVENUES OF ANY KIND, BUSINESS INTERRUPTION, DOWN TIME, OR LOSS OF INFORMATION) OR ATTORNEYS' FEES, REGARDLESS OF WHETHER SUCH DAMAGES OR ATTORNEYS' FEES ARE BASED ON BREACH OF CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR ATTORNEYS' FEES. UNDER NO CIRCUMSTANCES SHALL A PARTY'S AGGREGATE LIABILITY FOR PROFESSIONAL SERVICES, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF FEES FOR PROFESSIONAL SERVICES RECEIVED BY OR PAYABLE TO ENC PURSUANT TO THE APPLICABLE SOW.

6. OWNERSHIP OF INTELLECTUAL PROPERTY.

6.1. ENC has developed and continues to develop and enhance its proprietary intellectual property ("ENC IP"), which includes, without limitation, concepts, frameworks, methodologies, analytic techniques, management tools, know-how, software, survey designs, metrics, diagnostic instruments, data sets and databases. ENC IP is an integral part of ENC's knowledge base and may be reused from project to project and with multiple clients. In the performance of its obligations hereunder, ENC will use, replicate, create, modify, or enhance elements of the ENC IP, and all such elements, modifications and enhancements shall remain the sole and exclusive property of ENC; provided, however, that no proprietary and Confidential Information of Licensee will be deemed to be ENC IP. All applicable rights to patents, patent applications, copyrights, trademarks, trade secrets and all other proprietary rights in and to the ENC IP are, shall be and shall remain in ENC, and neither Licensee nor its employees or agents shall have any proprietary interest whatsoever in or to the ENC IP.

6.2. The Parties agree that all documents, reports, and any other materials created by ENC for Licensee as part of the Professional Services (collectively, the "Deliverables") shall be ENC IP. For purposes of the Agreement and this Exhibit, Licensee shall have the right to use such Deliverables as part of the Subscription Services.

EnergyCAP UtilityManagement Terms

Licensee's right to access and use the EnergyCAP UtilityManagement modules listed on the applicable Order (the "EnergyCAP Services") is subject to the following additional terms. If there is a conflict between the terms set forth below and the Agreement, the terms set forth below control for purposes of the EnergyCAP UtilityManagement Services:

1. Additional Definitions:
 - a. "Meter" means a point of service as itemized on a vendor bill and tracked in the Services as a meter/logical device. A Meter may represent points of service for which no physical meter exists, such as sewer, fire lines, outdoor lighting, fuel oil tanks, storm drainage, internet service provider and telephone service, etc. Meter records that are used in split, calculated, and virtual bill processes for chargeback, cost allocation, and distribution purposes are included in the total Meter count for purposes of this Agreement.
2. The Fees listed in the applicable Order are based upon the Licensee's Meter inventory and Licensee's current software module utilization needs as of the Effective Date. Licensee is permitted to track the number of Meters stated in the applicable Order using the EnergyCAP Services. If Licensee requires use of the EnergyCAP Services for Meters in excess of the number specified in the applicable Order, Licensee will pay the fees set forth in such Order or provided in a Quotation upon request by Licensee.
3. Hosting services include the ability to store bill images and file attachments for up to five (5) Gigabytes of storage or at the storage limits set forth in the applicable Order (if greater).

ADDITIONAL TERMS FOR SUBSCRIPTION DATA SERVICES – applicable to EnergyCAP UtilityManagement and EnergyCAP CarbonHub – as set forth on the applicable Order.

Licensee's use of (i) the interface to ENERGY STAR Portfolio Manager, (ii) Weather Data, and/or (iii) Greenhouse Gas Emission factor updates (each, a "Subscription Product" and, collectively, the "Subscription Products") are subject to the terms set forth below:

1. Licensee will indemnify and hold harmless EnergyCAP, LLC, its partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, and affiliates (collectively, "ENC") from and against any liability, loss, claim, and expense related to Licensee's use of the Subscription Products.
2. In no event, will ENC be liable for any damages including, but not limited to, direct, indirect, special, incidental, or consequential damages or losses arising out of or inability to use ENC Products.
3. Licensee must use the Subscription Products solely for its own business purpose and Licensee is prohibited from offering the same for redistribution, re-broadcast, or resale of any kind.
4. ENC retains all right, title and interest in and to the Subscription Products, modified or unmodified, other than the license rights granted under this Agreement.
5. The Subscription Products and contents therein are property of ENC or its independent third-party providers. Third party content and/or data may be imported or may be accessible via links from our Products. Licensee acknowledges and agrees that ENC is not responsible for and assumes no liability for any loss or damages which may be incurred as a result of any mistakes, omissions, or incorrect data or representations or any other form of content provided by ENC.
6. The SUBSCRIPTION PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. Neither ENC, nor any data suppliers or third-party providers make any warranty whatsoever as to the accuracy or completeness of the content or the results to be obtained from using the information contained therein, and neither ENC nor any data suppliers or third-party providers will be responsible for any claims attributable to errors, omissions, or other inaccuracies in the information contained in the content or results thereof. The entire risk for the results and performance of the Subscription Products is assumed by Licensee.

EnergyCAP CarbonHub Terms

Licensee's right to access and use the EnergyCAP CarbonHub modules listed on the applicable Order (the "EnergyCAP CarbonHub Services") is subject to the following additional terms. If there is a conflict between the terms set forth below and the Agreement, the terms set forth below control for purposes of the EnergyCAP CarbonHub Services:

1. Additional Definitions.
 - a. CarbonHub Emission Source means a point of service for tracking greenhouse gas emissions from a resource across any Scope Category. An Emission Source can represent emissions from use, activity, spend, or offsets and credits of a resource. All emission records on an Emission Source should share a common GHG conversion factor for a given time period.
 - b. EnergyCAP CarbonHub Premium tracks every GHG reporting Scope as well as "outside of scopes" emissions.
 - c. EnergyCAP CarbonHub Standard tracks GHG reporting Scope 1 and Scope 2.
 - d. Scope 1 Emissions means direct emissions from an Emission Source.
 - e. Scope 2 Emissions means indirect emissions from purchased utilities/services such as electricity, steam, heat and cooling.
 - f. Scope 3 Emissions means all other emissions associated with Licensee.
2. The Fees for the EnergyCAP CarbonHub Services listed in the applicable Order (Premium or Standard) are based upon the pricing as set forth in the applicable Order.
3. All Emission Sources present in the database will count against the total Emission Source count including emissions from each Scope Category. The number of Emission Sources will be reviewed annually during the Order Term and will be automatically adjusted to the annualized Tier (as set forth on the Order) and billed annually in advance. Excess utilization (i.e., Emission Sources in excess of the amount stated on the applicable Order) will be billed quarterly in arrears at the per Tier "Cost per Emission Source" set forth on the Order.

ADDITIONAL TERMS FOR SUBSCRIPTION DATA SERVICES – applicable to EnergyCAP UtilityManagement and EnergyCAP CarbonHub – as set forth on the applicable Order.

Licensee's use of (i) the interface to ENERGY STAR Portfolio Manager, (ii) Weather Data, and/or (iii) Greenhouse Gas Emission factor updates (each, a "Subscription Product" and, collectively, the "Subscription Products") are subject to the terms set forth below:

1. Licensee will indemnify and hold harmless EnergyCAP, LLC, its partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, and affiliates (collectively, "ENC") from and against any liability, loss, claim, and expense related to Licensee's use of the Subscription Products.
2. In no event, will ENC be liable for any damages including, but not limited to, direct, indirect, special, incidental, or consequential damages or losses arising out of or inability to use ENC Products.
3. Licensee must use the Subscription Products solely for its own business purpose and Licensee is prohibited from offering the same for redistribution, re-broadcast, or resale of any kind.
4. ENC retains all right, title and interest in and to the Subscription Products, modified or unmodified, other than the license rights granted under this Agreement.
5. The Subscription Products and contents therein are property of ENC or its independent third-party providers. Third party content and/or data may be imported or may be accessible via links from our Products. Licensee acknowledges and agrees that ENC is not responsible for and assumes no liability for any loss or damages which may be incurred as a result of any mistakes, omissions, or incorrect data or representations or any other form of content provided by ENC.
6. The SUBSCRIPTION PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. Neither ENC, nor any data suppliers or third-party providers make any warranty whatsoever as to the accuracy or completeness of the content or the results to be obtained from using the information contained therein, and neither ENC nor any data suppliers or third-party providers will be responsible for any claims attributable to errors, omissions, or other inaccuracies in the information contained in the content or results thereof. The entire risk for the results and performance of the Subscription Products is assumed by Licensee.

Bill CAPture Services Terms

Licensee's right to access and use the Bill CAPture utility bill processing services (the "Bill CAPture Services") is subject to the following additional terms. If there is a conflict between the terms set forth below and the Agreement, the terms set forth below control for purposes of the Bill CAPture Services:

1. Licensee must be current under a Subscription Agreement for EnergyCAP Services in order to access and use the Bill CAPture Services.
2. Additional Definitions:
 - a. "Receipt Date" is the date bills are received by ENC.
 - b. "Current Bills" are bills with a statement date within sixty (60) calendar days of the receipt date after live processing begins.
 - c. "Historical Bills" are bills having a statement date greater than sixty (60) calendar days from the receipt date.
 - d. "Live Processing" is the period beginning when meter enrollment is complete, and all bills received by ENC for the enrolled meters can be processed.
 - e. "Transaction" means each Meter present on a utility bill invoice. Utility bills that include multiple Meters are counted as multiple Transactions on the basis of one Transaction for each Meter. Deregulated bills issued separately by a supplier and an LDC count as two transactions per deregulated Meter. Multiple bills from the same vendor for the same Meter(s) for the same service period – whether they be rebills or corrected bills – will be counted as additional Transactions.
3. Meter Enrollment.
 - a. The Meter Enrollment Fee stated on the applicable Order is a one-time fee for the enrollment of the listed number of Meters in the Bill CAPture Services. Deregulated Meters serviced by a supplier and an LDC require two-Meter enrollments. An additional per-Meter enrollment fee will be charged when a new Meter is submitted by Licensee or a Licensee vendor for enrollment in the Bill CAPture Services or when Licensee requests a change to the way a utility bill is mapped. The Meter Enrollment Fee covers the cost of preparing the Bill CAPture service for processing a new Meter. ENC and Licensee will schedule a time for initiation of the enrollment process.
 - b. Meter enrollment will commence within sixty (60) days after ENC's receipt of all Meter enrollment data from Licensee and be completed within a mutually agreed upon period. Licensee must enroll the majority of contracted Meters at one time unless the parties mutually agree in the applicable Order that Meters can be enrolled in phases provided the total number of phases does not exceed the number indicated on the Order Form.
 - c. It is expected that account numbers and all data will be set up correctly in Licensee's EnergyCAP database prior to Meter enrollment in the Bill CAPture Services. If, upon the initial entry of bill data, bill records unsuccessfully import and return in the bill kick-out log file, Licensee is responsible for making the necessary corrections in the EnergyCAP database to resolve the kick-outs.
 - d. Licensee is responsible for all EnergyCAP data revisions and maintenance including: the creation of new accounts, Meters, places, and vendors, managing account number changes, and taking action on bill kick-out reports, and for notifying ENC about any expected account or Meter number changes a utility vendor may make to Licensee's utility accounts. If Licensee fails to provide such notice, then all processed Meters that have new account or Meter numbers will be considered new Meters and additional Meter enrollment fees may be charged to Licensee. If Licensee requires ENC's assistance in connection with the performance of these responsibilities (collectively, "Managed Services"), ENC may provide a Change Order to Licensee to address the scope of work to edit existing account, Meter, and vendor fields and, upon acceptance, invoice Licensee for the additional services.
 - e. If Managed Services are purchased (as set forth in the applicable Order or Change Order), ENC will be responsible for completing the data set up in Licensee's EnergyCAP database as part of Bill CAPture enrollment. If, upon the initial entry of bill data, bill records unsuccessfully import and return in the bill kick-out log file, ENC will work with Licensee to make the necessary corrections in

the EnergyCAP database. The Managed Services consist of any EnergyCAP data revisions and maintenance including: the creation of new accounts, Meters, places, and vendors, managing account number changes, and taking action on bill kick-out reports. Licensee is responsible for notifying ENC about any expected account or Meter number changes the utility vendors may make to Licensee's utility accounts. This will assist the ENC Bill CAPture processing team in distinguishing which Meters are considered new Meter enrollments and which are existing Meter enrollments. If Licensee fails to provide such advance notice, then all processed Meters that have new account or Meter numbers will be considered new Meters and additional Meter enrollment fees may be charged to Licensee.

4. Bill Processing.

- a. The Bill CAPture services will be provided for the term set forth on the applicable Order and subject to payment of the applicable annual fees based on the number of Transactions set forth on the applicable Order. ENC counts a Transaction when data is first submitted by Licensee or via automated delivery method authorized by Licensee during Meter enrollment. There is no refund for unused Transactions.
- b. Upon the anniversary date of the applicable term, ENC will invoice Licensee for the then current Bill CAPture Services annual fee for the next annual term. ENC will notify Licensee of any changes to the fees payable for the Bill CAPture Services at least thirty (30) days prior to the end of the then current term. If the total number of Meter enrollments and/or Transactions (by delivery type and format; historical and annual) processed in the completed term exceeds the amount set forth in the original Order, the number of Transactions will be increased accordingly, and ENC will invoice Licensee for the additional fees. When the total number of Meter enrollments and/or Transactions (by delivery type and format; historical and annual) processed in the completed term is less than the amount set forth in the original Order, such excess Transactions will be forfeited.
- c. The annual processing fee for the Bill CAPture Services is based on the assumption that Licensee, and utility vendors on behalf of Licensee, will provide bills to ENC in the following formats: paper, pdf, scanned images, and flat files such as EDI 810, xls, csv, txt, and xml. Data files can be transferred via website upload, secure FTP transfer, mail reroute, website download or other means as mutually agreed by the parties. If the Licensee requests a change in utility bill formats causing the scope of bill delivery to change at any point, ENC may provide a Change Order to Licensee and, upon acceptance, invoice Licensee for any changes in costs due to the task change(s).

5. Bill CAPture Services Service Levels.

- a. ENC will process Licensee's utility bills within the timeframe set forth in the applicable Order Form (and as defined below). ENC's processing includes all body lines from the utility bills. If available, an electronic image of each bill will be linked to each utility bill processed by ENC.
- b. The following Service Levels apply to the Bill CAPture Services:

Service	Service Level	Definition
Pre-Payment Bills	Within three (3) business days of receipt by ENC from Licensee or Licensee's vendor(s)	Pre-Payment Bills are Current Bills that have not yet been processed for payment by Licensee.
Post-Payment Bills	Within five (5) business days of receipt by ENC from Licensee or Licensee's vendor(s)	Post-Payment Bills are Current Bills that have already been processed for payment by Licensee via a means other than the Bill CAPture Services.
Web Capture	Within five (5) business days after the processing times listed above for Pre- and Post-Payment Bills	Web Capture is a method of bill delivery where bill data, in PDF format, is downloaded directly from vendor websites using Licensee's login credentials.
Historical Bills	Varies based on volume	Historical Bills are Post-Payment Bills that have an end date greater than sixty (60) calendar days from the receipt date.

- c. Exceptions for the Web CAPture Service Level: In the event of credential failures, missing bills, website changes, or other issues outside of ENC's control that prevent the system from accessing bill images, these incidents are excluded from SLA calculations. Web CAPture services are limited to utility vendors that ENC has verified are able to consistently provide a quality utility bill within this SLA. ENC continuously evaluates the quality of the vendors for which Web CAPture is available and may, at its discretion and in writing to Licensee, discontinue service when the level of consistency prevents ENC from meeting or exceeding this SLA agreement. When ENC discontinues Web CAPture for a utility vendor, Licensee has the option to manually upload the PDFs of bills using the ENC bill image portal or switchover to another Bill CAPture data acquisition method. Pricing changes will be made accordingly and will be agreed upon by both parties in writing if the delivery method changes.
- d. ENC SHALL NOT BE LIABLE FOR THE PAYMENT OF UTILITY VENDOR LATE FEES, INTEREST CHARGES, OTHER VENDOR-IMPOSED PENALTIES, OR DAMAGES PERTAINING TO UTILITY SERVICE DISRUPTIONS UNLESS (1) ENC IS PROVIDING PRE-PAYMENT BILL CAPTURE SERVICES, (2) THE PROCESSING SERVICE IS OTHER THAN WEB CAPTURE, AND (3) SUCH FEE IS IMPOSED DIRECTLY AS A RESULT OF A FAILURE OF ENC TO ACCURATELY PROCESS A UTILITY BILL THAT HAS BEEN PROVIDED IN COMPLIANCE WITH THE TERMS OF THIS EXHIBIT WITHIN THE SERVICE LEVEL.
- e. ENC may use third party subcontractors in connection with the provision of the Bill CAPture Services so long as (1) the subcontracting firm is capable of providing the applicable services, and (2) ENC remains responsible to Licensee for performance of the Bill CAPture Services.

Utility Interval Data Integration Terms

If elected by Licensee, ENC will provide ongoing utility interval data processing services “EnergyCAP Utility Interval Services” to Licensee for import into Licensee’s EnergyCAP SmartAnalytics database. As a licensee of the Utility Interval Services, ENC will automate the process of extracting, transforming, and loading interval data that is available to the Licensee.

1. Process and Timing. ENC shall extract, transform, and load interval data provided from the identified data source on behalf of the Licensee. ENC guarantees that data provided by the data source shall be loaded into Licensee’s EnergyCAP SmartAnalytics database within a one business day timeframe of ENC receipt of data from the identified sources.
2. Data Quality. ENC does not evaluate the accuracy or quality of the data provided by the data source, however it does ensure accuracy and quality in the extract, transform, and load process.
3. Enrollment Process and Responsibilities.
 - a. ENC shall work with Licensee through each step of enrollment leading up to live interval data appearing in Licensee’s EnergyCAP SmartAnalytics database. Enrollment steps vary based on the data source providing the interval data.
 - b. Licensee must (i) provide ENC with the required credentials and/or access to the data sources containing the interval data; (ii) create and maintain the credentials for each data source; (iii) configure EnergyCAP SmartAnalytics Meters to receive the interval data provided by the subscription.
4. Ongoing Service Terms and Conditions. Licensee is responsible for all EnergyCAP SmartAnalytics data revisions and maintenance including but not limited to the creation of new Meters. ENC and Licensee will schedule a time for initiation of the enrollment process. Licensee may at any time request a quote to enroll additional Meters in the service.
5. ENC may use third party subcontractors in connection with the provision of the Utility Interval Services so long as (1) the subcontracting firm is capable of providing the applicable services, and (2) ENC remains responsible to Licensee for performance of the services.

EnergyCAP SmartAnalytics Terms

Licensee's right to access and use the energy management and monitoring software listed on the applicable Order (the "SmartAnalytics Services") is subject to the following additional terms. If there is a conflict between the terms set forth below and the Agreement, the terms set forth below control for purposes of the SmartAnalytics Services:

1. Additional Definitions:
 - a. "Point" means a Meter or a point of service to be tracked in the Services as a meter/logical device. Records that are used for formula purposes are included in the total count for purposes of this Agreement. A Point can be considered as a single value point for any numeric reading or electric data channel with only kW+kWh parameter.
 - b. "Standard Points" means Points consisting of one (1) usage and/or one (1) demand parameter (on a single or three-phase) from a sensor (e.g., pressure sensor), pulse counter (e.g., kWh meter), IoT device (e.g., air quality monitor) or online database (e.g., weather data) or production data etc. Formula points are considered Standard Points and apply only to meter channels created by the formula composer tool and saved as formula meters.
 - c. "Complex Points" consist of up to seven (7) parameters per each electrical phase: active power, reactive power, voltage, current, power factor, line to line voltage, kWh energy. Indoor air quality sensors which provide multiple types of readings (e.g., temperature, humidity, etc.) are also considered Complex Points.
2. The Fees listed in the applicable Order are for all the registered Points as shown in the service even if no data is provided or if only historical data is being used.
 - a. To activate or deactivate Points, Licensee must either send a notice to ENC with the unique reference number of the Data Point or by use the Admin functionality provided (only for Data Point activation). ENC will use reasonable efforts to deactivate Data Points within 2 business days after receipt of the request. Fees for deactivated Points will be invoiced and payable until the end of the applicable subscription term or their minimum activation period unless otherwise agreed upon in writing.
3. The SmartAnalytics Services enables its Licensees to communicate with other users of the SmartAnalytics Services and offers links to various third-party sites. ENC is not responsible for any content posted by members of the public on www.EnergyCAP.com or for the availability or content of any third-party sites that are accessible through the SmartAnalytics Services.
4. Any links to third parties from the SmartAnalytics Services is not an endorsement of that site by Licensor and any use of that site by Licensee is at Licensee's own risk.
5. Licensee acknowledges that the SmartAnalytics Services may contain or be accompanied by certain third-party hardware and software products ("Third-Party Products"). These Third-Party Products, if any, are identified in, and subject to, special license notices, terms and/or conditions as set forth in the applicable Order, the Third-Party Product packaging and/or in the "notices.txt" file accompanying the SmartAnalytics Services ("Third-Party Notices"). The Third-Party Products are not warranted by ENC or its Affiliates. The Third-Party Notices may include important licensing and warranty information and disclaimers. In the event of conflict between the Third-Party Notices and the other portions of this Agreement, the Third-Party Notices will take precedence (but solely with respect to the Third-Party Products to which the Third-Party Notices relate).