

# TERMS AND CONDITIONS

## 1. OBJECT

The object of this BEAM Subscription Agreement (the “Agreement”) is to set the terms and conditions for subscription to the Bernard EnergyAdvocacy Monitoring (the “BEAM”), a unique energy publication created, put together and issued by BEA. The BEAM provides background and content information, sets out the latest developments and identifies major milestones on a timeline for key European initiatives or legislative proposals in the power sector. It serves as an indispensable tool to help the reader anticipate major changes in European energy policy and adjust its own energy strategy accordingly. The BEAM+ subscription provides the subscriber with two (2) additional features to the basic BEAM subscription: one (1) individual access to the online version of the “EU Electricity Laws” book and one (1) quarterly strategic counselling session. BEA reserves the right to modify or make amendments to the contents, format, delivery method and/or frequency or any other features of the BEAM and/or any of its accompanying products at any time.

## 2. PRICE AND PAYMENT TERMS

The subscription fees in effect as from the date of signature of this Agreement are those indicated in the attached “BEAM Subscription Agreement”. BEA reserves the right to modify for the future such fees at any time. Payment shall occur via direct debit.

## 3. DELIVERY AND INVOICING

BEA will make the BEAM available to the Subscriber upon full payment of the subscription fees by the Subscriber and receipt of the proceeds by BEA. During the subscription period, the Quarterly will be provided on a quarterly basis to the Subscriber by electronic mail and the Subscriber will also receive shorter monthly updates (The Monthly), ad hoc news flashes by electronic mail. Invoices will be issued annually and are payable upon receipt.

## 4. USER LICENSE AND COPYRIGHT

BEA hereby grants to the Subscriber a non-exclusive, non-transferable, limited license to use the BEAM for company and/or intra-company staff and purposes only. This limited license is granted in consideration of the paid subscription fees and according to the terms and conditions set forth herein. The BEAM and accompanying products are the sole property of BEA. It and they are protected by national and international intellectual property rights, including copyrights. Accordingly, no part of the BEAM’s content or of its accompanying products’ contents, including but not limited to text, information and logos, may be reproduced, broadcast, transmitted, translated, sold or exploited in any way whatsoever, in whole or in part, other than as expressly authorized herein, without BEA’s prior written consent.

## 5. LIMITED LIABILITY

Although BEA aims to provide accurate and complete information, information contained in the BEAM or its accompanying products may on occasion have become outdated due to e.g. political, legal, regulatory or other developments. BEA does not provide any warranty or guarantee as to the accuracy, completeness, timeliness or currentness of information contained in the BEAM or related documents or publications or any such information provided by BEA. Consequently, the use of any information provided by BEA and/or contained in the BEAM or related documents or publications is entirely at the Subscriber’s own risk and BEA shall not be held liable for any loss or damages caused by any reliance upon any such information. The BEAM is provided for information purposes only. The BEAM and all related information are not to be considered as constituting legal advice or an opinion provided by BEA. BEA assumes no liability for any defects and/or delays in the delivery of the BEAM or related documents or publications when such defects and/or delays are due in whole or in part to inventory shortages or product unavailability, technical electronic issues, force majeure, dysfunction, or total or partial disturbance or strike, including of postal and transport services and/or telecommunications. Should BEA nevertheless be held liable towards the Subscriber by any court of law or jurisdiction for any reason relating to the publication and/or delivery of the BEAM and/or or related products or publications and/or this Agreement, BEA’s liability, including for gross negligence, shall be limited to indemnification in an amount which may not exceed the price of the Subscriber’s subscription as readily paid by the Subscriber, if at all.

## 6. ENTRY INTO FORCE AND TERMINATION

This Agreement enters into force on the date the duly completed and executed attached “BEAM Subscription Agreement” has been sent by the Subscriber and effectively received electronically by BEA and shall be renewed automatically under the same terms and conditions and for the same duration (one year) unless the Subscriber expresses his/her desire to terminate the subscription by providing BEA with three (3) months written notice prior to the anniversary date of the subscription. By way of exception to the foregoing, if the Subscriber fails to pay the subscription fees within two (2) weeks of the aforementioned receipt by BEA of the duly completed and executed “BEAM Subscription Agreement” or within two (2) weeks of receipt by the Subscriber of the invoice, as the case may be, BEA shall be entitled to immediately terminate this Agreement, without any further obligation on the part of BEA and without further notice to the Subscriber.

