

License for Prediction Results Generated by FORPES Network

1. General Provisions

The software producer for FORPES Network is KELVIN Sp. z o.o. located at 43-300 Bielsko-Biała, Sobieskiego Street 413, Poland.

The Licensee/User is the entity that has entered into an agreement with the Producer to use the predictions generated by the FORPES Network software. The licensor granting the license to use the predictions is KELVIN Sp. z o.o.

This license regulates the terms of use by the User of the heat demand prediction results generated by the FORPES Network software operating with the use of AI modeling. Using the prediction results of the software means accepting the following license terms.

This license does not constitute a license for the FORPES Network software.

2. User Rights and Restrictions

The User has the right to use the prediction results for the remuneration specified in the agreement between the Producer and the User.

The User has the right to use the prediction results exclusively for their own needs. The User does not have the right to share the prediction results with other entities without the prior written consent of the forecast provider.

The User has the right to use the prediction results in any manner, both by operators and to supply data to programs used by them. The User is fully responsible for the way the predictions are used and all consequences resulting from their application.

3. Data Quality

The heat demand prediction results generated by the FORPES Network software directly depend on the quality of the data on which the AI models operate. The User acknowledges that the accuracy and precision of the forecasts may vary depending on the provided data.

4. Model Adjustment

To maintain high-quality forecasts, the models used by the FORPES Network software may require adjustments in the event of changes in the characteristics of the objects for which forecasts are made. The User agrees to inform about any significant changes that may affect the operation of the models, subject to quality limitation of the forecasts.

5. Disclaimer of Liability

Under no circumstances, regardless of the circumstances, shall the Producer of the FORPES Network software be liable for any lost profits, loss of data, damage to records or data, or any indirect, special, incidental, or consequential damages or losses (collectively referred to as "losses") (which for the purposes of this License include but are not limited to loss of goodwill or losses resulting from any business interruption) arising from or related to this License or the use of the prediction results or related services, even if the Producer has been informed of the possibility of such losses, regardless of whether the cause of the claim arises from contract, license, or tort. Accordingly, the User may not

claim, demand, or seek compensation from the Producer for any such losses, and the Producer will not indemnify the User for such claims.

To the maximum extent permitted by applicable law, the Producer disclaims any liability for property damage which, by its nature, is usually intended for commercial use.

In any case, regardless of the circumstances, the total aggregate liability of the Producer for losses or damages arising from or related to this License or the use of forecasts generated by the FORPES Network software or the operation of the FORPES Network software or related services will not exceed the amount actually paid by the Licensee for the use of forecasts generated by the FORPES Network software in the 6 months preceding the event causing the User's claim.

The Producer of the FORPES Network software is not responsible for any defects resulting from external factors, including the operation of other programs or the consequences of integration or interaction between the FORPES Network software and the User's own hardware and software environments.

6. Property Rights

The FORPES Network software is protected by copyright and other intellectual property rights. The User does not acquire any intellectual property rights to the software.

7. Changes to the License

The Producer reserves the right to change the terms of this license. Changes will take effect from the moment they are published on the Producer's website or other indicated place.

8. Governing Law and Jurisdiction

This license is governed by the applicable law in Poland. Any disputes arising in connection with this license will be resolved by the competent courts in Poland.

9. Final Provisions

This license, being an attachment to the Agreement concluded by the Producer with the User, constitutes the entire agreement between the parties regarding the use of the heat demand prediction results generated by the FORPES Network software. Any changes or additions to this license require written form under penalty of nullity.

The Producer of the FORPES Network software thanks you for choosing our product and wishes you fruitful use of the prediction results.

Licensor

Licensee/User

KELVIN IT Department of Kelvin Sp. z o.o. Ul. Sobieskiego 413 43-300 Bielsko-Biała Poland

01.06.2024, Bielsko-Biała