

commercial in confidence

GridSmart

SECURE SYSTEM SOLUTIONS

Enterprise User licence Agreement (EULA)

GridSmart EULA

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1. GRIDMART EULA

- 1.1. This EULA applies to “you” (the Customer) if you have made your purchase of “GridSmart Software, Devices, Hardware or Items”.
- 1.2. This End-User License Agreement (EULA) is a legal agreement between you and GridSmart Limited.
- 1.3. You agree that this EULA is enforceable agreement agreed by you.
- 1.4. This EULA applies to the licensed use of all “GridSmart Products”, this includes all GridSmart supplied Software, pre-installed Software, Hardware, Devices and accompanying Items, Components, Firmware, Bespoke equipment, and Devices and/or associated hardware (including specific Software), Services, all Device Configurations, all Contents and Contents of GridSmart programs, documentation, and guides.
- 1.5. The use of any third-party non GridSmart approved Software, Hardware and or Devices and accompanying Items, will break the terms and conditions of this EULA.
- 1.6. Please read this EULA carefully. By using all or any portion of the GridSmart Software and Hardware, Devices, and Items you accept all the terms and conditions of this EULA.
- 1.7. If you do not agree to the terms of this EULA, you must not use the Software or hardware or equipment provided, and promptly return the unused Software (if supplied), as well as all the hardware and accompanying items to the place where you obtained / purchased them.
- 1.8. If you have already paid for the Software and/or Hardware, you may obtain a refund of the purchase price if you:
- 1.9. (a) do not use the Software and/or Hardware, and
- 1.10. (b) forthwith return the Software and/or Hardware, with proof of payment, to the location from which it was obtained.

2. GRANT OF LICENSE

- 2.1. This EULA grants a license that permits you to use all GridSmart products and services for the period of a valid licence contract.
- 2.2. Once the period of a GridSmart licence contract expires for you to use any GridSmart Products expires, the EULA will be terminated, and all services will be terminated. All unlicensed GridSmart products and Software must be deleted, and devices disabled.
- 2.3. All GridSmart Products are not licenced for use on any non-GridSmart systems, Software, or supplied Services. This License is non-exclusive and non-transferable.
- 2.4. This License does not grant any rights to obtaining future upgrades, updates, or supplements if the licence contract expires. During the contracted licence period, when upgrades, updates, or supplements of the Software (including Firmware), Device Configurations, Hardware and Components are obtained, the use of such upgrades or updates is governed by this EULA and the amendments that may accompany them and may be subject to additional payments and conditions.

3. COPYRIGHT

- 3.1. Copyright and other intellectual, industrial and/or proprietary rights to the Software, to any copies that you may make are owned by GridSmart and/or its suppliers.
- 3.2. GridSmart permits you to use the Software only in accordance with the terms of this EULA. All rights not specifically granted in this EULA are reserved by GridSmart. You may not:
 - (a) make a copy of the Software, or
 - (b) transfer the Software without express permission of GridSmart.
- 3.3. You may not copy or distribute the product documentation, specifications, manual(s) or written materials accompanying the Software, except for own use without written consent of GridSmart Limited. You only become the owner of the operational produced data and you do not acquire ownership of any GridSmart Software. You are granted permission to own and backup the data produced as part of your operations.

4. OTHER RESTRICTIONS

- 4.1. Renting, lending, public presentation, performance or broadcasting or any other kind of distribution of the GridSmart Software and/or Products and/or the Hardware is strictly prohibited. You will not, and you will not allow any person to, modify the Software and/or the Hardware or any part thereof, to analyse it by means of reverse engineering, to decompile or disassemble the Software and/or the Hardware, or to make products derived from it.

5. CONFIDENTIALITY

- 5.1. You acknowledge and agree that the GridSmart Software and Products was developed at considerable time and expense by GridSmart and is confidential to and a trade secret of GridSmart and/or third parties.
- 5.2. You agree to maintain the GridSmart Software and products, and services in strict confidence and not to disclose any information, or provide access thereto to any person, organisation, or other third-party unless specifically authorised by GridSmart in writing.

6. THIRD PARTY SOFTWARE LICENSES

- 6.1. GridSmart products may make use of third-party Software and Products. Notwithstanding clauses 2, 3 and 4, use of some third-party materials included in the Software which are subject to additional terms and conditions.
- 6.2. The official copyright notices and specific license conditions of these third-party software codes and algorithms are to be adhered to. You hereby agree to the terms and conditions for such third-party software.

7. LIMITED WARRANTY

- 7.1. a) GridSmart does not and cannot warrant that the Software and/or Hardware operate error-free. You should be particularly aware of the fact that calculation errors may occur when using Software and/or Hardware in a location service for instance caused by local environmental conditions and/or incomplete data.
- 7.2. b) Except for the Limited Warranty included with the Hardware, if any, and to the maximum extent permitted by applicable law, GridSmart and its suppliers provide the Hardware and the Software (Products) AS IS AND WITH ALL FAULTS, and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of satisfactory quality, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of reasonable care and skill, all with regard to the Software and/or the Hardware, and the provision of or failure to provide support or other services, information, software, and related content through the Software and/or the Hardware or otherwise arising out of the use of the Software and/or the Hardware. This exclusion does not apply to (i) any implied condition as to title and (ii) any implied warranty as to conformity with description.
- 7.3. c) Notwithstanding the Warranty Period described in the Limited Warranty and Contract, if applicable, should you breach any term(s) of this EULA the Warranty Period will end on the date of such breach. GridSmart cannot support or warranty any devices or products that have been physically modified by the customer, or the onboard firmware and / or configuration directly changed by the customer.

8. LIMITATION OF LIABILITY

- 8.1. a) Neither GridSmart nor its suppliers shall be liable to you or to any third-party for any damages either direct, indirect, incidental, consequential or otherwise (including in each case, but not limited to, loss of hardware, damages for the inability to use the equipment or access data, loss of data, loss of business, loss of profits, business interruption or the like) arising out of the use of or inability to use the Software and/or Hardware even if GridSmart has been advised of the possibility of such damages.
- 8.2. b) Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of GridSmart and any of its suppliers arising from or related to this EULA shall be limited to the amount actually paid by you for the Software and/or the Hardware.
- 8.3. c) GridSmart shall not be liable for (i) any fraud on the part of its employees and/or agents; or (ii) any fraudulent misrepresentation on the part of its employees and/or agents.
- 8.4. d) Notwithstanding clauses 7(a), (b), and (c), or anything else contained in this EULA, neither party is liability for death or personal injury resulting from its own negligence shall be limited.

9. TERMINATION

- 9.1. Without prejudice to any other rights, GridSmart may immediately terminate this EULA if you fail to comply with any of its terms and conditions. In such event, you must destroy all copies of the Software and all its component parts. The provisions of this Agreement, which by their nature are intended to survive termination, will remain in effect after termination of this EULA. GridSmart reserves the right, with or without notice, to discontinue update, upgrade and supplement services provided to you or made available to you using the Software or products if the contract expires.

10. LINKS TO THIRD PARTY SITES

- 10.1. GridSmart is not responsible provision or operation for/of any third-party sites or services, any API end points, or any links contained to third-party sites or services, third-party data services, or any changes or updates to third-party sites or services. GridSmart is providing these services and access to third-party sites and services to you only for operational capabilities, and the inclusion of any link or access does not imply an endorsement by GridSmart of the third-party site or service.

11. THIRD PARTY RIGHTS

- 11.1. A party which is not a party to this EULA has no rights under applicable legislation in relation to the rights of third parties to rely upon or enforce any term of this EULA but that does not affect any right or remedy of a third party which exists or is available apart from such applicable legislation.

12. ENTIRE AGREEMENT

- 12.1. This EULA (including any addendum or amendment to it which is included Software and/or Hardware and services), plus the Limited Warranty, if applicable, and any other terms and conditions, if applicable, is the entire agreement between you and GridSmart relating to the Software and/or the Hardware and the support services and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. To the extent that the terms of any GridSmart policies or programs for support services (other than the Limited Warranty) conflict with the terms of this EULA, the terms of this EULA shall govern. If any provision of this EULA is held to be void, invalid, unenforceable, or illegal, the other provisions shall continue in full force and effect.

13. TRANSLATIONS

- 13.1. The English version of this EULA is the controlling version.

14. GOVERNING LAW

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- 14.1. This EULA and any disputes related to this EULA or to the use of the Software and/or Hardware or otherwise are subject to UK law. The United Nations Convention on Contracts for the International Sales of Goods is hereby excluded from application to this EULA. All disputes arising out of this EULA shall be settled by the courts of the United Kingdom, which will have exclusive jurisdiction in respect of any such disputes.
- 14.2. Should you have any questions concerning this EULA, or if you desire to contact GridSmart for any reason, please visit GridSmart on the <https://www.gridsmart.co.uk>