



Alpha Trial Terms & Conditions

Overview

Thank you for agreeing to participate in our Alpha Test! We are excited to have you on our journey, as RedGrid transforms from a concept to actual devices working to reduce our energy usage.

Scope of this Agreement

The Product accompanying this Agreement as a pre-release copy and all affiliated materials, including documentation and information (collectively the "Product"), is copyrighted. Scope of this agreement is the licensing (not selling) of the Product to You, as the user. RedGrid reserves all rights not expressly granted.

Eligibility and Enrolment

Please read and agree to the following terms and conditions, if you wish to be eligible to participate in the Closed Alpha Testing.

By selecting the "Accept" button, you acknowledge that you have read, understood, and accepted the terms and conditions of this agreement.

Copyright and Ownership

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RedGrid Internet of Energy Pty Ltd. YBF, Level 1, 520 Bourke Street, Melbourne VIC 3000

The RedGrid logo is a trademark of RedGrid Pty Ltd. Every effort has been made to ensure the information presented in this manual is accurate, however for the most up to date information please refer to www.redgrid.io/support.

Use of these trademarks or reproduction of any of the contents of this manual is forbidden without the written consent of RedGrid. Other company and product names mentioned herein are trademarks of their respective companies. Mention of third-party products is for information only and constitutes neither a recommendation nor endorsement.

Licence and Acceptable Use

Limited License. You are entitled to install and operate the RedGrid device solely for the purposes of performing your obligations under this Agreement. You may not sell, license, or transfer the RedGrid device.

Disclaimer of Liability and Warranties

Limitation on Liability Provision of any Software under this Agreement is experimental and shall not create any obligation for RedGrid to continue to develop, support, repair, offer for sale or in any other way continue to provide or develop Software either to Licensee or to any other party. The software is provided 'as is' without any express or implied warranty of any kind including fitness for any particular purpose. In no event shall RedGrid or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of profits, business interruption, loss of information) arising out of the use of or inability to use the software, even if redgrid has been advised of the possibility of such damages.

Term and Termination

Licensee's rights with respect to the Alpha Software will terminate upon the earlier of (a) the initial commercial release by RedGrid of a generally available version of the Alpha Software or (b) automatic expiration of the Alpha Software based on the system date.

Either party may terminate this Agreement at any time for any reason through written notice. RedGrid shall immediately terminate this Agreement and any Licensee rights with respect to the Alpha Software without notice in the event of improper Confidentiality disclosure of RedGrid's Alpha Software. Upon any expiration or termination of this Agreement, the rights and licenses granted to Licensee under this Agreement shall immediately terminate. The Licensee may continue using the Alpha RedGrid device, without support or agreement to upgrade the Software as device development progresses.

Feedback

The Alpha Tester agrees to report any flaws, errors or imperfections discovered in any software or other materials where Alpha Tester has been granted access to the Alpha Test. Alpha Tester understands that prompt and accurate reporting is the purpose of the Alpha Tests and undertakes to use best efforts to provide frequent reports on all aspects of the product both positive and negative and acknowledges that any improvements, modifications and changes arising from or in connection with the Alpha Testers contribution to the Project, remain or become the exclusive property of the Disclosing Party.

Confidentiality and Non-Disclosure

The Tester will not disclose Software or any comments regarding Software to any third party without the prior written approval of RedGrid. The Tester will maintain the confidentiality of Software with at least the same degree of care to protect their own confidential and proprietary information. The Tester will not be liable for the disclosure of any confidential information which is:

- (a.) in the public domain unless by a breach of this Agreement on the Tester's part; or
- (b.) rightfully received from a third party without any obligation of confidentiality; or
- (c.) rightfully known to Tester without any limitation on use or disclosure prior to its receipt from RedGrid; or
- (d.) generally made available to third parties by RedGrid without restriction on disclosure.

Support

You agree to abide by any support rules and policies that RedGrid provides to you in order to receive support. You acknowledge that RedGrid has no express or implied obligation to announce or make available a commercial version of the Alpha Software to anyone in the future. Should a commercial version be made available, it may have features or functionality that are different from those found in the Alpha Software licensed hereunder.

Privacy Policy

RedGrid's Privacy Policy (available at <http://www.redgrid.io/privacy>) applies to the Alpha Program and the Alpha Software. You acknowledge and agree that by participating in the Alpha Program or by using the Alpha Software, RedGrid may receive certain information about you, including personally identifiable information, and you hereby consent to RedGrid's collection, use and disclosure such information in accordance with the Privacy Policy.

Fees and Payment

There are no license fees for Licensee's use of the Alpha Product under this Agreement.

Licensee is responsible for all costs and expenses associated with the use of the Alpha Product and the performance of all testing and evaluation activities.

Severability

If any provision of this Agreement shall be found by a court to be void, invalid or unenforceable, the same shall be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement

Governing Law and Jurisdiction / Arbitration

This Agreement shall be governed by and construed in accordance with the laws of the State of Victoria.