



Smart Battery End User Agreement

This End User Agreement (the 'Agreement') relates to the operation and use of Moixa's Smart Battery (the 'Product') and is made between Moixa Technology Ltd ('we' or 'us') and you, the customer in whose property the Product is installed.

The Agreement shall apply to Products purchased and installed in the United Kingdom of Great Britain and Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands.

The following sections apply only if you purchase your Product directly from us:

Orders

If you order a Product directly from us, our acceptance of your order will take place when you pay your first deposit for the Product, at which point an agreement will come into existence between you and us.

If we are unable to accept your order, we will inform you of this. This might be because the Product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the Product or because we are unable to meet a delivery deadline you have specified.

For most products bought online, UK consumers have a legal right to change their mind within 14 days of delivery and receive a refund under the Consumer Contracts Regulations 2013. If you exercise this right you must pay for the costs of return of the Product to us. If this right is exercised after the Product is installed and we need to uninstall the product, we may charge you for the cost of doing so. Please contact us at support@moixa.com if you wish to exercise this right.

Changes to Product

We may make minor changes to the Product to implement minor technical adjustments or improvements or to reflect changes in the law or regulatory requirements. Where such a change may significantly affect your use of the Product, we will explain this to you and give you the opportunity to cancel an order prior to installation.

Delivery times

When you order directly from us and before we finalise this Agreement with you, we will contact you to agree delivery times and arrangements for installation of the Product.

If you do not allow us access to your premises within a reasonable time to deliver or install the Product, we may cancel the agreement in writing.

If our supply of the Product is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the Agreement and receive a refund for any Products you have paid for but not received.

Problems with your Product

If you purchased your Product directly from us, it must be as described, fit for purpose and of satisfactory quality.

In addition to the Manufacturer's Warranty, during the expected lifespan of your product your legal rights entitle you to the following:

- Up to 30 days: if the Product is faulty, then you can get an immediate refund.
- Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

You will become responsible for the Product following delivery.

The remainder of this document applies whether you purchased your Product directly from us or not:

Product Requirements

In order for the Product to be able to function correctly, you are required to provide the following:

- a suitably sized space to install the Product;
- a reliable domestic broadband connection;
- an up-to-date web browser to use the Moixa Dashboard (Microsoft Edge, Chrome, Safari or Firefox); and
- a connection to your electrical supply.

Agreement

This Agreement, together with the Manufacturer's Warranty (available at www.moixa.com) and our Privacy Policy (and, where you purchased from us, agreements as to delivery times etc), constitutes the entire agreement between the parties.

Should we decide to vary the terms of the Agreement, we will notify you by email before the new terms become effective. We will also publish the changes on our website at www.moixa.com. If you are not happy with the changes, you can make the decision to cancel your Agreement with us by emailing support@moixa.com.

This Agreement is formed between you and us and you are deemed to have accepted these terms only after Moixa has successfully commissioned the Product via a Moixa Accredited Installer ("MAI").

Moixa owns a portfolio of Intellectual Property Rights ("IPR") in relation to the Product and its software and no licence, implied or otherwise, is granted to you in respect of the IPR. You further agree not to reverse engineer, decompile, decode, decrypt, or otherwise disassemble the Product.

Use of the Product & Warranty Registration

The Product must be operated at all times in accordance with the User Manual provided with the Product (also available at

www.moixa.com) and should only be used for the purposes for which the Product is intended, i.e. as a smart home battery for storage of electricity generated in a domestic or similar context e.g. by solar panels.

In order for our Manufacturer's Warranty (available at www.moixa.com) to become effective, you must register an account within 30 days of installation via mygridshare.com and notify us by sending an email to support@moixa.com.

Please see the section entitled "**GridShare™ Scheme (the "Scheme")**" for details of how our extended Warranty conditions shall apply to participants of that scheme.

You understand that failure to maintain a broadband connection at your premises may limit the effectiveness of our Manufacturer's Warranty.

On the Start Date, the Moixa Dashboard Agreement shall also come into effect. The Moixa Dashboard Agreement sets out the terms between you and us in relation to use of the Moixa Dashboard. You will be deemed to have read and agreed to abide by the terms of the Moixa Dashboard Agreement, including the separate terms and policies which are incorporated through hyperlinks.

Provision of Services and System Monitoring

We grant you access to the Moixa Dashboard available via our web-based interface at mygridshare.com.

The Moixa website and software may be temporarily unavailable if we have to carry out routine or emergency maintenance and we shall use our best endeavours to notify you when our services are unavailable.

For as long as you continue to use the Product, you consent for us to monitor the performance of the Product remotely and electronically for the purposes of system maintenance and we may periodically release software upgrades without notice provided that the software shall always match the original description provided to you. This means that we will receive information about when you are and are not using the electricity from the Product.

We may also use the data generated from system monitoring for aggregate profiling and improvement of software decision-making, subject to our Privacy Policy concerning the use of personal data.

Moving Home

If you move out of the premises in which the Product is installed, you agree to notify us by email to support@moixa.com and you agree to notify the new occupier that this Agreement needs to be transferred in order for these terms and the Manufacturer's Warranty to remain effective.

Customer Support

Moixa provides a customer support helpline: 0207 734 1511 (open 9.30am–6pm Mon-Fri excluding Bank Holidays) or you may send an email to support@moixa.com. Telephone calls may be monitored or recorded for quality assurance and training purposes.

GridShare™ Scheme (the "Scheme")

If you are eligible for and you elect to participate in the Scheme, you must complete the application form provided and the information requested [by](#) email.

Your participation in the Scheme shall commence once we have confirmed by email our acceptance of your application and the date on which your participation shall start (the "**Start Date**").

We reserve the right to reasonably reject any application and, in such circumstances, we shall provide an explanation to you (criteria include the location of your premises or what energy supply tariff you have).

In order to receive payments under the Scheme you must:

- (a) be the purchaser and owner of the Product or be the party who has granted a lease or licence permitting the Product to be installed by a third party who owns the Product;
- (b) not interfere with or damage the Product and report any faults to the Technical Support team at support@moixa.com within 48 hours of first becoming aware of such fault;
- (c) be responsible for keeping the Product powered-on at all times, provided it is safe for you to do so (please refer to the User Manual); and
- (d) maintain a constant live internet connection to the Product and, if it becomes disconnected from the internet, restore the connection as soon as practicable.

In order for us to be able to operate the Scheme, you consent that we may do the following at any time and as frequently as we consider necessary without your further knowledge or consent:

- (a) monitor the Product remotely via the internet in accordance with our Privacy Policy; and
- (b) access and control the Product remotely in order to provide services to your local distribution network or the National Grid (for example, making the Product available to participate in the National Grid's Firm Frequency Response balancing service) or other parties such as utility companies.

By participating in the Scheme, you consent to us operating the Product exclusively on your behalf to participate in grid services and we undertake to use our best endeavours to act in your best economic interests.

For the avoidance of doubt, participating in the Scheme may cause an increase in your home's consumption of metered electricity, but our aim is that the annual Scheme payments you receive will be greater than the cost of additional metered electricity you need to use over the same period as a result of participation in the Scheme. Although this is our aim, we will not know all details to ensure that it is always the case, including the precise cost of your metered electricity from time to time.

You will be informed by a notice if your battery has been selected to participate in grid services. We shall then provide you with a report by email detailing our trading activity in relation to the Scheme at intervals of up to six months during the term of your participation in the Scheme, with the first being due within 28 days after the end of the first six months. Where your participation has been cancelled, a final report

shall be provided within 28 days of your confirmed cancellation date.

We shall send you a cheque by post or remit payment to you via Paypal on an annual basis in respect of the Scheme payments. Payments will be made within 14 days of each anniversary of the date you began participation in the Scheme, while you remain in the Scheme. You acknowledge that payments under the Scheme may vary from customer to customer; for example, based on the start-date of the Scheme or the the location of the Product.

During the 3-year term, subject to any agreement by you to accept different terms offered by us, the Scheme payments to you will be fixed at £50 per year. This will be paid provided that you participate in the Scheme, even though your Product may not be participating in grid services and/or no trading may have occurred in the period.

The Scheme shall operate for a term of 3 years. You may cancel your participation in the Scheme at any time by sending an email to support@moixa.com.

If your participation is cancelled by you or us, you shall be entitled to your payments on a pro rata basis, meaning that payments will be allocated proportionately for each full month you have taken part in the Scheme, calculated from the day after the last date accounted for in the previous report. For example, if you cancel your participation after a total of 10 months and 2 weeks in the Scheme, you will be paid for 10 months.

At the end of the 3-year term, we shall endeavor to offer you a new agreement to continue to participate in the Scheme, subject to new terms and qualification criteria.

We may cancel your participation in the Scheme on 60 days' notice if the Product is disconnected from the internet for a total of 438 hours in any 12 month period of the Scheme representing a total of 95% 'uptime'.

Privacy Policy

Our Privacy Policy is set out at <http://www.moixa.com/terms/>.

Exclusion and Limitation of Liability

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Agreement or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Agreement was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Products, e.g. for defective products under the Consumer Protection Act 1987 (and where purchased directly from us, the rights to receive products which are:

as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed).

If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

We only supply the Products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

The energy savings that the Product actually achieves may in real terms vary from any estimates previously provided.

Force Majeure

We shall not be liable for any non-performance of our obligations as a result of circumstances beyond our reasonable control (including but not limited to war, riot, terrorism, strike, earthquake, fire and flood).

Right to transfer the Agreement and Third Parties

We can transfer our rights or obligations under this Agreement to any company, firm or person provided this does not affect your rights under this Agreement in a negative way.

However, this Agreement is personal to you. You may not transfer your rights or obligations to anyone else without our written consent (for example, by filling out the Moving Home? form), and no third party is entitled to benefit under this Agreement.

Governing Law & Jurisdiction

These terms shall be governed and construed in all aspects in accordance with English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales, except that if you live in Scotland you can bring legal proceedings in respect of the Product in either the Scottish or the English courts, and if you live in Northern Ireland you can bring legal proceedings in respect of the Product in either the Northern Irish or the English courts.

If you live elsewhere, you may have additional statutory rights as to where you can commence legal proceedings.

Please note that you may submit a dispute about this Agreement to the [European Commission Online Dispute Resolution](#) platform.

Moixa Dashboard Agreement

This Moixa Dashboard Agreement is dated the same date as the Smart Battery End User Agreement

Parties

- (1) **MOIXA TECHNOLOGY LIMITED**, a company registered in England with company number 05631091, whose registered office is at 55 Baker Street, London, W1U 7EU, United Kingdom. **(Moixa)**
- (2) **CUSTOMER** who uses the Smart Battery and is taking part in the GridShare Scheme

The Start Date of this Agreement shall be the date shall be the same date as the Customer enters into the End User Agreement and provides this Agreement to the Customer. By using the Moixa Dashboard, the Customer confirms that it has read and agrees to abide by the terms of this Agreement, including the separate terms and policies which are incorporated through hyperlinks.

ABOUT THIS GRIDSHARE AGREEMENT

(A) The Customer uses Moixa's "Smart Battery", a smart home battery for storage of electricity generated in a domestic or similar context, e.g. by solar panels, which it either owns or, if it is taking part in a special incentive scheme, has been granted rights to use from the owner. The Customer and Moixa are each party to the separate Smart Battery End User Agreement (**the Battery Agreement**) relating to the Smart Battery.

(B) The Customer has registered an account on mygridshare.com to access the Moixa Dashboard and Moixa is willing to permit the Customer to access and use the Moixa Dashboard and the Documentation (each as defined below).

(C) Moixa will process any personal data collected through the Customer's use of the Moixa Dashboard Moixa Dashboard in accordance with Moixa's Privacy Policy.

(D) The Customer's attention is drawn to clause 9 of this agreement, which discusses Moixa's liability to the Customer.

1. Definitions and Interpretation

The definitions and rules of interpretation in Schedule 1 apply in this agreement.

2. Subscription Service

2.1 In consideration of the Customer's compliance with the terms of this Agreement, Moixa shall, during the Subscription Term, provide access to the Moixa Dashboard, and make available the Documentation to, the Customer on and subject to the terms of this Agreement.

2.2 Subject to the restrictions set out in this clause and the other terms and conditions of this agreement, Moixa hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicenses, to access and use the Moixa Dashboard and the Documentation

during the Subscription Term solely for the Customer's personal, non-commercial purposes.

2.3 The Software used to provide the Moixa Dashboard is located on servers that are controlled by the Hosting Services Provider in accordance with the Hosting Services Provider Customer Agreement. The Customer may access and use the Software, but has no right to receive a copy of the object code or source code to the Software.

2.4 The Customer hereby agrees to comply with any obligations imposed on Moixa relating to the use of the Hosting Provider's services as if the Customer was a party to the Hosting Services Provider Customer Agreement, such obligations being set out in the Hosting Services Provider Customer Agreement (including the policies referred to therein). Moixa confirms that it has provided the Hosting Services Provider Customer Agreement to the Customer. In using the Moixa Dashboard, the Customer hereby confirms that it has read and agrees to abide by the terms of the Hosting Services Provider Customer Agreement.

3. Use of Service

3.1 In relation to its access and use of the Moixa Dashboard the Customer agrees that:

- (a) the Customer shall keep a secure password for the Customer's use of the Moixa Dashboard and Documentation, that such password shall be changed regularly (and on receipt of any prompts from Moixa to do so) and that the Customer shall keep such password confidential; and
- (b) the Customer shall not access, store, distribute or transmit any Viruses, or any Unauthorised Material during the course of the Customer's use of the Moixa Dashboard and Moixa reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any Unauthorised Material.

3.2 The Customer shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties, and except to the extent expressly permitted under this agreement, copy, modify, adapt, alter, tamper with, repair, reverse engineer, decompile, disassemble, configure or modify the Moixa Dashboard;
- (b) access all or any part of the Moixa Dashboard and Documentation in order to build a product or service which competes with the Moixa Dashboard and/or the Documentation;
- (c) use the Moixa Dashboard and/or Documentation to provide Moixa Dashboard or any similar service to third parties (unless by way of a separate agreement);
- (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Moixa Dashboard and/or Documentation available to any third party (unless by way of a separate agreement);
- (e) copy the Documentation to a wider extent than is reasonably necessary for the use and operation of the Moixa Dashboard in the manner provided in this Agreement;
- (f) attempt to obtain, or assist third parties in obtaining, access to the Moixa Dashboard and/or Documentation, other than as provided under this clause; or
- (g) use the Moixa Dashboard in a way which would represent a breach of this agreement, the Hosting Services Provider Customer Agreement or any applicable law.

3.3 The Customer shall take reasonable precautions to prevent any unauthorised access to, or use of, the Moixa Dashboard and/or the Documentation and, in the event of any such unauthorised access or use, shall promptly notify Moixa.

4. Moixa Dashboard Availability

4.1 Moixa shall use reasonable endeavours to make the Moixa Dashboard available, but the Customer acknowledges there may be unavailability, suspension or termination for reasons arising from Moixa's Hosting Services Provider, factors outside Moixa's reasonable control, third party or Customer actions or inactions or factors to do with the Customer's or third party technology, software or equipment, planned maintenance during notified time periods,

and unscheduled maintenance. For the avoidance of doubt, Moixa shall have no responsibility or liability for:

- (a) any failure or unavailability of the Moixa Dashboard which is caused by a failure of the Customer to have and maintain its network connections and telecommunications links from its systems to Moixa's data centres (including, for example, failures to have and maintain (i) a broadband internet link to the battery (ii) its household energy supply contract (iii) its connection to the National Grid);

any problems, conditions, delays, delivery failures and other loss or damage arising from or relating to the Customer's network connections, or telecommunications links, or caused by the internet, other than any such problems, conditions, delays, failures or other loss or damage which are caused by any negligence on the part of Moixa and/or any failure on the part of Moixa to comply with its obligations under this agreement.

4.2 Moixa may from time to time develop patches, bug fixes, updates, maintenance releases or other modifications to the Moixa Dashboard ("**Service Updates**"). Service Updates will be automatically deployed by Moixa without providing any further notice to the Customer and the Customer hereby consents to such Service Updates being deployed, provided that, if any Service Update significantly affects the Moixa Dashboards, Moixa will explain this to the Customer and give the Customer the opportunity to cancel this Agreement, which the Customer can do by giving notice by email to support@moixa.com

4.3 Moixa will, as part of the Moixa Dashboard, provide the Customer with Moixa's standard GridShare Client Support during Normal Business Hours. Moixa may amend the GridShare Client Support in its sole and absolute discretion from time to time, provided that, if any amendment significantly affects the Moixa Dashboard, the Customer will be entitled to terminate this Agreement by giving notice by email to support@moixa.com if it does not agree to the amendments.

5. Customer Data

5.1 The Customer is responsible for the reliability and accuracy of any Customer Data which it provides to Moixa.

5.2 Moixa shall follow its archiving procedures for Customer Data as set out in its back-up policy available at www.moixa.com ("Back-Up Policy") or such other website address as may be notified to the Customer from time to time. The Back-Up Policy may be amended by Moixa in its sole discretion from time to time provided that, if significant changes are made to terms forming part of this Agreement and the Customer does not

agree the changes, the Customer will be entitled to terminate this Agreement by giving notice by email to support@moixa.com.

5.3 In the event of any loss or damage to Customer Data, Moixa shall use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Moixa in accordance with the archiving procedure described in its Back-Up Policy. Moixa shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party except (i) the Hosting Services Provider and (ii) where any third party acted on Moixa's instructions.

5.4 Moixa shall, in providing the Moixa Dashboard, comply with its privacy policy relating to the privacy and security of the Customer Data available at www.moixa.com ("**Privacy Policy**") or such other website address as may be notified to the Customer from time to time. The Privacy Policy may be amended from time to time by Moixa in its sole discretion provided that, if significant changes are made to terms forming part of this Agreement and the Customer does not agree the changes, the Customer will be entitled to terminate this Agreement by giving notice by email to support@moixa.com

5.5 Moixa shall use the Customer Data:

- (a) to provide the Moixa Dashboard to the Customer, including Moixa's use of the Hosting Service Provider for storage of Customer Data in accordance with the Hosting Service Provider Customer Agreement;
- (b) to perform analysis on the Customer Data in accordance with the Privacy Policy to improve Moixa's products and services;

(c) to aggregate information and statistics for the purposes of monitoring performance of the Moixa Dashboard in order to help Moixa to develop the Moixa Dashboard; and

(d) where the owner of the Smart Battery has granted you the rights to use the battery, giving such owner access to the data for the purposes of calculating and verifying the generation of electricity and battery usage.

5.6 If Moixa processes any personal data on the Customer's behalf when performing its obligations under this agreement:

- (a) the Customer acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Customer is located in order to provide the Moixa Dashboard and perform Moixa's other obligations under this agreement;

- (b) Moixa shall process the personal data only in accordance with this agreement and the Privacy Policy; and
- (c) (Moixa shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

6. GridShare Service warranty

6.1 Moixa warrants that the Moixa Dashboard will function substantially as described in the Documentation ("**GridShare Service Warranty**").

6.2 Moixa shall not be considered to be in breach of the GridShare Service Warranty to the extent of any non-conformance which is caused by:

- (a) use of the Moixa Dashboard contrary to Moixa's instructions or the Documentation;
- (b) (modification or alteration of the Moixa Dashboard by any party other than Moixa or Moixa's duly authorised contractors or agents; or
- (c) any breach of this agreement by the Customer.

6.3 In the event of any breach by Moixa of the GridShare Service Warranty Moixa shall, at its expense:

- (a) use all reasonable commercial endeavours to correct any such non-conformance promptly;
- (b) provide the Customer with an alternative means of accomplishing the desired performance; or
- (c) if Moixa considers that the remedies set out in clause 6.3(a) or 6.3(b) are not commercially reasonable, terminate the Agreement.

6.4 Notwithstanding the foregoing, Moixa:

(a) does not warrant that the Customer's use of the Moixa Dashboard will be uninterrupted or error-free; or that the Moixa Dashboard, Documentation and/or the information obtained by the Customer through the Moixa Dashboard will meet the Customer's requirements; and

(b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Moixa Dashboard and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7. Customer's obligations

The Customer shall:

- (a) provide Moixa with all reasonably necessary co-operation in relation to this agreement and all reasonably necessary access to such information as may reasonably be required by Moixa in order to provide the Moixa Dashboard, including but not limited to Customer Data, security access information and configuration services.
- (b) comply with all applicable laws and regulations with respect to its activities under this agreement;
- (c) carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner;
- (d) use the Moixa Dashboard and the Documentation in accordance with the terms and conditions of this agreement;
- (e) take reasonable steps, acting in accordance with any reasonable instructions which may be given by Moixa, to ensure that its network and systems comply with the reasonable specifications necessary for the functioning and operation of the Moixa Dashboard, as provided by Moixa from time to time (if any).

7.2 The Customer will ensure that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement and its access and use of the Moixa Dashboard.

8. Proprietary rights

8.1 The Customer acknowledges and agrees that Moixa and/or its licensors own all Intellectual Property Rights in the Moixa Dashboard and the Documentation. Except as expressly stated herein, this agreement does not grant the Customer any rights to, under or in, any Intellectual Property Rights or any other rights or licences in respect of the Moixa Dashboard or the Documentation.

9. Limitation of Moixa's liability to the Customer

9.1 Nothing in this agreement excludes the liability of Moixa where it would be unlawful to do so, including:

- (a) for death or personal injury caused by Moixa's negligence;
- (b) for fraud or fraudulent misrepresentation;
- (c) for breach of your legal rights in relation to the Moixa Dashboard,

including the requirement that the services must be provided with reasonable care and skill.

9.2 Subject to clause 9.1:

- (a) **Moixa shall be liable to the Customer only for foreseeable loss and damage caused by Moixa. If Moixa fails to comply with these terms, Moixa shall be responsible for loss or damage the Customer suffers that is a foreseeable result of Moixa breaking this agreement or Moixa's failing to use reasonable care and skill, but Moixa is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time this agreement was made, both Moixa and the Customer knew it might happen;**
- (b) **Moixa shall not be liable for business losses. The Moixa Dashboard is for domestic and private use. If you use the Moixa Dashboard for any commercial, business or resale purpose Moixa will have no liability to the Customer for any loss of profit, loss of business, business interruption, or loss of business opportunity; and**
- (c) **If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.**

10. Term and termination

10.1 This agreement shall, unless otherwise terminated as provided in this clause 10, commence on the Start Date and shall continue for the Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods of twelve (12) months unless:

- (a) the Battery Agreement terminates or expires in accordance with the terms of that Battery Agreement, in which case this Agreement shall terminate or expire at the same time;

- (b) either party notifies the other party of termination, in writing, at least sixty (60) days before the end of the Subscription Term or any renewal period, in which case this agreement shall terminate upon the expiry of the applicable Subscription Term or renewal period; or
- (c) either party otherwise terminates this Agreement in accordance with its provisions or the law;
- (d) the agreement is replaced with a further agreement in relation to the same subject matter in terms offered by Moixa and accepted by the Customer; or
- (e) the agreement is extended on terms offered by Moixa and accepted by the Customer.

10.2 On termination or expiry of this agreement for any reason:

- (a) all licences granted under this agreement shall immediately terminate and the Customer shall immediately cease all access or use of the Moixa Dashboard and/or the Documentation;
- (b) subject to any provision to the contrary in the Hosting Services Provider Customer Agreement, Moixa will retain Customer Data for thirty (30) days, during which time the Customer may request a copy of its data.
- (c) All terms of this agreement which, by their nature, are intended to survive termination or expiry of this agreement will survive the expiration or termination of this Agreement for any reason.

11. Force majeure

A party shall have no liability to the other party under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by any Force Majeure Event, provided that the other party is notified of such Force Majeure Event and its expected duration (to the extent known).

12. Conflict

If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail.

13. Variation

Save as permitted under clause 4.2 (Service Updates), 4.3 (changes to GridShare Client Support), and subject always to Moixa's right to replace the Hosting Services Provider, no variation of this agreement shall be effective unless it is in

writing and signed by the parties (or their authorised representatives).

14. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15. Rights and remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law and your statutory rights.

16. Severance

If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17. Assignment

17.1 The Customer shall not, without the prior written consent of Moixa, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

17.2 Moixa may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement, provided always that it does not affect the Customer's use of the Moixa Dashboard in any negative way.

18. Third party rights

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

19. Law and jurisdiction

These terms are governed by English law and the parties can bring legal proceedings in the English courts. If you live in Scotland you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts.

Schedule 1 Definitions and Interpretation

1. Interpretation

- a. The definitions and rules of interpretation in this Schedule apply in this agreement.

Battery Agreement: the Battery End User Agreement entered into between the Customer and Moixa, to which this Agreement is appended.

Customer Data: the data inputted by the Customer, or Moixa on the Customer's behalf, for the purpose of using the Moixa Dashboard or facilitating the Customer's use of the Moixa Dashboard.

Designated Energy Storage System: the Customer's energy storage system energy storage system provided subject to hardware terms and conditions set out in Schedule 2.

Documentation: the documentation made available to the Customer by Moixa online via www.moixa.com or such other web address notified by Moixa to the Customer from time to time which sets out a description of the Moixa Dashboard and the user instructions for the Moixa Dashboard.

Force Majeure Event: acts, events, omissions or accidents beyond Moixa's reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Moixa or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, [breakdown of plant or machinery excepting breakdowns of the Product, fire, flood, storm or default of suppliers or sub-contractors.

GridShare Client Support: Moixa's standard policy for providing support in relation to the Moixa Dashboard made available to the Customer by Moixa online via www.moixa.com or such other web address notified by Moixa to the Customer from time to time.

Hosting Services Provider: Amazon Web Services, Inc ("AWS") or any other third party appointed by Moixa to store the Customer Data in replacement of AWS, as notified to the Customer in writing.

Hosting Services Provider Customer Agreement: the between the Hosting Services Provider and Moixa for the provision of services to be provided by the Hosting Services Provider to Moixa and, in the case of Amazon Web Services Inc, as can be found at <http://aws.amazon.com/agreement>.

Intellectual Property Rights: patents, rights to inventions, copyright and neighbouring and

related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Moixa Dashboard: the subscription Moixa Dashboard provided by Moixa to the Customer under this agreement via www.moixa.com or any other website notified to the Customer by Moixa from time to time, as more particularly described in the Documentation. Normal Business Hours: 8.00 am to 6.00 pm on a day other than a Saturday, Sunday or bank holiday in the United Kingdom.

Software: means software owned by Moixa used to provide the Moixa Dashboard.

Subscription Term: the period of thirty six (36) months from the Start Date.

Unauthorised Material: material which (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive, facilitates illegal activity, (c) depicts sexually explicit images, (d) promotes unlawful violence, (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability or (f) is otherwise illegal or causes damage or injury to any person or property.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2. Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

1.4. A reference to a company shall include any company, corporation or other body

corporate, wherever and however incorporated or established.

1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.

1.8. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.

1.9. A reference to writing or written includes faxes but not e-mail.

1.10. References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.