This agreement ("**Agreement**") is a legal agreement between you ("**you**") and Lunar Energy Limited of 55 Baker Street, London, W1U 7EU ("**Lunar Energy**", "**us**" or "**we**") for the provision of software as a service to enable you to access and use **Gridshare Services,** as defined below, and use any documents provided ("**Documents**").

We license use of the Gridshare Services and Documents to you on the basis of this Gridshare Agreement. We do not sell the Services or Documents to you. We, or our licensors, remain the owners of the Services and Documents at all times.

AGREED TERMS

1. Definitions

In this Agreement, the following words and expressions have the following meanings:

"**Authorised Users**" means those of your board members, employees, agents, independent contractors, sub-contractors and service providers who are authorised by you to access and use the Gridshare Service and the Documentation. Lunar Energy reserves the right to impose a maximum number of Authorised Users.

"**Authorised User Data**" means any Personal Data relating to Authorised Users that Lunar Energy receives from any source in the course of performing its obligations under this Agreement.

"**Confidential Information**" means information about the Party's business affairs, products, software (including all source code, object code, Documentation, user interfaces, and any modifications, improvements, or derivative works thereof), confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, the existence and terms of this Agreement, and in any case, whether oral or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as confidential, but a Party's information shall not be deemed to be Confidential Information if it:

i. is at the time of disclosure or becomes through no wrongful act, inaction or omission of the receiving Party, publicly available or generally known;
ii. known to the receiving Party at the time of disclosure without an accompanying obligation of confidentiality;
iii. is rightfully obtained by the receiving Party by a third party on a non-confidential basis from a third party; or
iv. is independently developed by the receiving Party, without use of or reference to the disclosing Party's Confidential Information, and which independent development can be shown by written evidence.

"**Data**" means (i) information, data, and other content, in any form or medium that is submitted, posted or otherwise transmitted by or on your behalf, or Authorised Users, for the purposes of receiving the Gridshare Services and (ii) the Services Data. For the avoidance of doubt, Data is Confidential Information, and includes as End User Data, Device Data, and all data or information (i) provided by an End User, through Gridshare Services, and (ii) regarding the performance of any Device owned or leased by an End User, obtained by Lunar Energy through the GridShare Services.

"**Device**" means Covered Products as defined in and backed by the Limited Warranty.

"**Device Data**" means the telemetry data, performance data and metadata collected from Devices monitored through the Gridshare Services, including End User Data collected from Devices.

"**Documentation**" means the documentation for the Gridshare Services made available to you by us.

"**End User**" means an individual for whom you have installed a Device on such individual's property pursuant to an agreement between you and such individual.

“**End User Data**” means any Personal Data relating to End Users that Lunar Energy receives from any source in the course of performing its obligations under this Agreement. For the avoidance of doubt, End User Data includes, without limitation, names, addresses, telephone numbers, email addresses, location information, IP addresses, utility account information, financial account or credit information, and behavioural data, including energy generation, consumption, and storage data.

“**Effective Date**” means the date on which you accepted this Agreement.

"**Force Majeure Event**" means any act, event, omission or accident beyond Lunar Energy’s reasonable control, including but not limited to: breakdown of plant or machinery, fire, flood, violent storm, earthquake, pestilence, pandemic, epidemic, other public health crisis, act of God, war, invasion, hostilities (whether war is declared or not), riot, civil commotion, explosion, malicious damage, armed conflict, acts or threats of terrorism, nuclear, biological or chemical warfare, sonic boom, imposition of sanctions, embargo or breaking off of diplomatic relations, labour shortage, strike, lockout or industrial dispute (whether involving Lunar Energy’s workforce or any other party), malware or ransomware attack, default of suppliers or sub-contractors, national or regional shortage or failure of a utility service, such as provision of adequate power, transport or telecommunications network; passage of a law or governmental or regional order, rule, regulation or direction (including without limitation, imposing an export or import restriction, quota or prohibition), collapse of buildings, or any other disaster, natural or man-made.

“**Gridshare Services**” means the provision of software services for the purposes of remotely monitoring and controlling Devices as permitted in the contract between you and your End Users.

“**Intellectual Property Rights**” means patents, title, interest, rights to inventions, copyright and neighbouring and related rights, trademarks 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.

“**Lunar Energy App**” the Lunar Energy customer mobile application.

“**Normal Business Hours**” means 0900 to 1800 on a business day.

“**Personal Data**” means any information made available to Lunar Energy in connection with the Services that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a data subject, as further described in this Agreement.

“**Services Data**” means, where applicable, Personal Data that is transferred or made available to you by Lunar Energy in connection with provision of the Gridshare Services, such as Authorised User Data, End User Data and Device Data, and the results of analyses of Data performed on your behalf.

“**Unauthorised Material**” means material which is:

i. unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
ii. facilitates illegal activity;
iii. depicts sexually explicit images;
iv. promotes unlawful violence;
v. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
vi. is otherwise illegal or causes damage or injury to any person or property.

2. Subscription Service and Use of the Gridshare Services

a. In consideration of your compliance with the terms and conditions of this Agreement, Lunar Energy grants to you a non-exclusive, non sublicensable, non-transferable right, and to permit the Authorised Users, to access and use, the Gridshare Services and the Documentation during the Term, solely for your internal business purposes.

b. In relation to the Authorised Users, you undertake that:
    i. you shall remain responsible for the access to and use of the Gridshare Services by Authorised Users, as if such access or use were your own;
    ii. you will ensure that each Authorised User shall keep a secure password for their access and use of the Gridshare Services, that such password should be changed no less frequently than once every ninety (90) days, and that each Authorised User shall keep their password confidential;
    iii. Authorised User account credentials shall not be shared and each Authorised User account must be used by a distinct individual
    iv. if we become aware that any credentials have been provided to any individual who is not an Authorised User, and/or your data processing facilities do not comply with the law, or your obligations in this Agreement then without prejudice to Lunar Energy's other rights, Lunar Energy may disable such credentials and Lunar Energy may not issue any new credentials to any such individual.

c. Nothing in this Agreement shall prevent Lunar Energy from entering into similar arrangements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided in this Agreement.

d. You may access and use the Gridshare Services, but have no right to receive a copy of the object code or source code to the Gridshare Services (or any part of Gridshare software platform).

e. Lunar Energy may from time to time develop patches, bug fixes, updates, maintenance releases or other modifications to the Gridshare Services ("**Software Updates**"). Software Updates will be automatically deployed by Lunar Energy without providing any further notice to you and you hereby consent to such Software Updates being deployed.

3. Mutual Representations, Warranties and Obligations

Each Party represents, warrants and undertakes to the other Party that:
a. it is a duly organised, validly existing, corporation, and is in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation;
b. throughout the Term, it:
    i. has and will retain the full organisational right, power and authority to enter into and to perform its obligations under this Agreement;
    ii. has and will retain through the Term all necessary consents, approvals and authorisations of any governmental or regulatory authority, or Utility Provider or other third party as required (including in your case, any End User);
    iii. has and will retain the full organisational right, power and authority to grant the rights and licences referred to in this Agreement; and
    iv. will comply with all applicable laws as they concern this Agreement;
c. the entry into this Agreement has been duly authorised by all necessary corporate or organisational action of such Party;
d. this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and
e. it shall avoid deceptive, misleading or unethical practices that are, or might be, detrimental to the other Party, its affiliates, the Gridshare Services and the public and shall not publish or employ, or co-operate in the publication or employment of, any false, misleading or deceptive advertising material or other representations with regard to the other Party, its affiliates or the Gridshare Services.

4. Lunar Energy Representations, Warranties and Obligations

a. Lunar Energy shall use reasonably commercial efforts to make the Gridshare Services available to you.
b. Except as expressly provided in this Agreement, and to the fullest extent permitted by law, the Gridshare Services and Documentation are provided "as is" without warranties of any kind (express, statutory or implied) including without limitation, any warranty of merchantability, fitness for a particular purpose or non-infringement. Without limiting the foregoing, Lunar Energy does not warrant, guarantee or make any representations regarding the use, or the results of the use, of the Gridshare Services and Documentation in terms of correctness, accuracy, reliability, or otherwise. Lunar Energy will not have any liability or responsibility for errors or omissions in, or any business decisions made by you.
c. Lunar Energy shall promptly notify you in writing if it becomes aware of any change in any applicable law that would preclude Lunar Energy's performance of its obligations pursuant to this Agreement.
d. Lunar Energy confirms that the Gridshare Services and Documentation do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Right or right of any third party.
e. Lunar Energy will employ commercially reasonable precautions consistent with generally accepted industry standards designed to keep the Gridshare Services free of any virus, or other software devices the effect of which is to permit unauthorised access to, or to disable, erase, or otherwise harm, any of your computer, systems or software.

5. Installer Representations, Warranties and Obligations

a. You shall:
    i. provide Lunar Energy with all co-operation and assistance in relation to this Agreement, including details regarding your strategy, grid services strategy, product roadmap and contemplated offerings;
    ii. provide Lunar Energy with all necessary access as required by Lunar Energy to set up, maintain, and operate in good repair, and in accordance with the relevant specifications provided by Lunar Energy, all systems on or through which the Gridshare Services are accessed or used, including access to information;
    iii. carry out all your responsibilities in this Agreement in a timely and efficient manner;
    iv. use best efforts to ensure that each End User has created a Lunar Energy app account;
    v. subject to confidentiality provisions contained therein, provide copies of any agreements between you and third parties (including End Users),

    in order to enable Lunar Energy to exercise its rights and perform its obligations under and in connection with this Agreement.

b. You further represent, warrant, and undertake to Lunar Energy that you:
    i. own or otherwise has and will have the necessary rights and consents in and relating to Data so that the transmission and processing of the Data in accordance with this Agreement, does not and will not infringe, misappropriate or otherwise violate any Intellectual Property Right of or other right of any third party;
    ii. will comply with all your obligations to third parties in connection with any grid services programme, or this Agreement, and will promptly notify Lunar Energy in writing of any laws, regulations, requirements imposed by such third parties, or changes to any of the foregoing, in each case, that may impact the provision of the Gridshare Services by Lunar Energy to you; and
    iii. will obtain affirmative, express, written consent from each End User (before you access and use Gridshare Services in relation such End User), (A) to you sharing End User Data with Lunar Energy to enable Lunar Energy to process such End User Data as required (including, but not limited to, Lunar Energy contacting such End User about the Lunar Energy App and how to download it), to set settings for Devices, and to send control instructions to the Device, and (B) for Lunar Energy to disclose End User Data (including Device Data) to you and giving you the ability to set settings on, and send instructions to Devices, in order to provide the Gridshare Services to you. To be valid, you shall obtain such consent as required under applicable data protection legislation applicable to the End User, but at a minimum through a method that (1) is easy for the End User to understand, (2) provides symmetry

in choice (i.e., is as easy to decline consent as to provide consent), (3) avoids language or interactive elements that are confusing to the End User (e.g., using double negatives), and (4) avoids elements that impair or interfere with the End User's ability to make a choice (e.g., bundling consent with incompatible purposes). Where applicable, if an End User notifies you that it no longer consents to Lunar Energy disclosing End User Data (including Device Data) to you, or giving you the ability to set settings on Devices and/or to send and control instructions to a Device, you shall notify Lunar Energy within ten (10) business days of receipt of such notification together with an identifier for the Device.

c. You shall not access, store, introduce, permit the introduction of, distribute or transmit any virus or vulnerability, or any Unauthorised Material into Lunar Energy's network and information systems, and Lunar Energy reserves the right, without liability or prejudice to its other rights, to disable your access to any Unauthorised Material.
d. You are liable for the acts and omissions of your board members, employees, agents, independent contractors and sub-contractors. You shall not, and shall cause your board members, employees, agents, independent contractors and sub-contractors not to, access and use the Gridshare Services for any purposes beyond the scope of this Agreement and any applicable law.
e. You shall make available a representative who can answer questions from Lunar Energy in a timely manner as required. For the avoidance of doubt, and information provided under this Clause shall be deemed to be your Confidential Information.
f. You shall not (and shall not attempt to) at any time, directly or indirectly, and shall not permit or assist any Authorised User or third party (including, for the avoidance of doubt the End Users) to:
    i. copy, modify, adapt, alter, tamper with, repair, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of the Gridshare Services and/or any Documentation in any form or media or by any means, in whole or in part;
    ii. reverse engineer, disassemble, decompile, decode, make use of any AI tool in connection with, adapt, reverse decode, configure, modify, reduce to human perceivable form, or otherwise attempt to derive or gain access to any software component of, the Gridshare Services and/or any Documentation, in whole or in part;
    iii. access all or any part of the Gridshare Services and/or any Documentation in order to build a product or service which competes with the Gridshare Services;
    iv. use all or any part of the Gridshare Services and/or any Documentation to provide services to third parties (including, by way of example, as a service bureau);
    v. bypass or breach any security device or protection used by the Gridshare Services;
    vi. rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, display, disclose or in any way commercially exploit, or otherwise make all or any part of Gridshare Services and/or any Documentation available to any third party except the Authorised Users in accordance with this Agreement;
    vii. copy any Documentation any more than is necessary for their proper use and operation or help anyone else to do so; or
    viii. access or use the Gridshare Services and/or any Documentation in any manner or for any purposes that violates any applicable law.
g. In the event of any breach of any of your obligations pursuant this Agreement (or any unauthorised activity, access, or use of the Gridshare Services and/or any Documentation by an Authorised User or any third party who obtained access to the Gridshare Services and/or any Documentation, directly or indirectly through you), you will immediately notify Lunar Energy. If there is unauthorised access and/or use by anyone who obtained access to the Gridshare Services and/or Documentation directly or indirectly through you, you will take all steps reasonably necessary promptly to terminate such unauthorised access and/or use. You will cooperate and assist with any actions taken by Lunar Energy to prevent or terminate unauthorised access and/or use of the Gridshare Services and/or any Documentation.

6. Data Protection

a. To the extent that End User Data and Authorised User Data includes Personal Data, both Parties agree to comply with applicable data protection legislation.

b. In the event of any loss or damage to End User Data or Authorised User Data, your sole and exclusive remedy against Lunar Energy shall be for Lunar Energy to use reasonable commercial endeavours to restore the lost or damaged End User Data or Authorised User Data from the latest back-up of such End User Data or Authorised User Data maintained by Lunar Energy (or its affiliates) in accordance with the archiving procedure described in its Privacy Notice published and maintained at www.lunarenergy.com (the "**Privacy Notice**"). Lunar Energy shall not be responsible for any loss, destruction, alteration or disclosure of End User Data or Authorised User Data caused by any third party.

7. Intellectual Property Rights

a. You acknowledge and agree that Lunar Energy and its affiliates, together own all Intellectual Property Rights in the Gridshare Services and the Gridshare software platform and that Lunar Energy has the right to licence the GridShare Services and use of the Gridshare software platform. Except as expressly stated herein, this Agreement does not grant you any Intellectual Property Rights or any other rights or licences in respect of the Gridshare Services and the Gridshare software platform.
b. Lunar Energy acknowledges and agrees that you own all Intellectual Property Rights in and to the Data (other than the Device Data). For the Term, you grant to Lunar Energy a non-exclusive, royalty-free, sublicensable, non-transferable, worldwide license to reproduce, distribute, and use and display the Data for the purpose of exercising Lunar Energy's rights and performing its obligations under this Agreement. Lunar Energy may use the Data to create anonymised, de identified data sets, provided that the resulting dataset does not identify you as the source, and do not include any non-anonymised or individual Personal Data of any End User ("**Resulting Data**") and may use the Resulting Data for its business purposes without restriction, including to improve its products and services. Lunar Energy may further use and retain Device Data through the Term of this Agreement for its internal business purposes. For the avoidance of doubt, the Data does not include the Resulting Data.
c. You acknowledge that as between Lunar Energy and you, Lunar Energy (and its affiliates) owns all right, title and interest, including Intellectual Property Rights, in and to Lunar Energy Device Data. For the Term, Lunar Energy hereby grants you a non-exclusive, royalty-free, sublicensable, transferable worldwide licence to reproduce, distribute, use and display the Device Data for your business purposes.

8. Confidentiality

a. From time to time before or after the Effective Date, either Party may disclose or make available to the other Party, Confidential Information in order to perform its obligations under this Agreement.
b. Subject to Clause 9(f), the receiving Party shall hold the disclosing Party's Confidential Information in confidence and not:
    i. make the disclosing Party's Confidential Information available to any third party, other than to:
        1. the board members, employees, agents, independent contractors, sub-contractors and service providers of the receiving Party (and its affiliates) who have a need to know the Confidential Information for the receiving Party (and its affiliates) to exercise its rights or perform its obligations in this Agreement; or
        2. prospective or actual providers of debt or equity of the receiving Party;
        ("**Authorised Recipients**"); or
    ii. use the disclosing Party's Confidential Information for any purpose other than for the exercise of its rights or to perform its obligations in this Agreement or for future financial arrangements relating to sub-clause 2 above.
c. If the receiving Party discloses Confidential Information to Authorised Recipients, it shall:
    i. inform those Authorised Recipients of the confidential nature of the Confidential Information before it is disclosed; and
    ii. procure that those Authorised Recipients comply with the confidentiality obligations in this Clause as if they were the receiving Party.
d. The receiving Party shall be liable for the actions or omissions of the Authorised Recipients in relation to the Confidential Information as if they were the actions or omissions of the receiving Party.

e. The receiving Party shall establish and maintain adequate security measures (including any reasonable security measures proposed by the disclosing Party from time to time) to safeguard the Confidential Information from unauthorised access or use. Each Party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Clause. Each Party shall advise the other Party immediately in the event that such Party learns or has reason to believe that any person who has had access to Confidential Information has or intends to disclose such Confidential Information in breach of the terms of this Agreement, and each Party will cooperate with the other Party in connection with such breach.
f. Notwithstanding the foregoing, a receiving Party may disclose Confidential Information only to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, or (ii) to establish a Party's rights under this Agreement, including to make required court filings, in each case provided that, to the extent it is legally permitted to do so, it gives the original disclosing Party as much written notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause, it takes into account the reasonable requests of the original disclosing Party in relation to the content of such disclosure, at the disclosing Party's cost.
g. You acknowledge that details of Gridshare software platform and Gridshare Services, and any results of performance tests of Gridshare software platform, and the Gridshare Services, fall within the definition of Lunar Energy's Confidential Information.
h. Lunar Energy and you acknowledge that the Device Data is Confidential Information. None of the exclusions in the definition of Confidential Information in Clause 1 shall apply to any Device Data, whether provided by or on behalf of you or an End User or generated or derived in connection with providing the Gridshare Services, and regardless of whether such Device Data may be publicly available or otherwise qualify for exclusion pursuant to the definition of Confidential Information in Clause 1.
i. No Party shall make, or permit any person to make, any public announcement concerning Confidential Information without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
j. Except as otherwise set forth in the Agreement, on the expiration or termination of the Agreement, the receiving Party shall at the receiving Party's option:
    i. promptly return to the disclosing Party, all copies whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information; or
    ii. destroy all such copies,

    and at the disclosing Party's request confirm in writing to the disclosing Party that such Confidential Information has all been returned or destroyed.
k. This Clause shall survive termination of this Agreement for any reason for five years from the date of termination, provided however that in relation to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiry of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

9. Indemnification

a. Lunar Energy shall indemnify and defend you, and hold you harmless (and your officers, directors, employees, agents, permitted successors and permitted assigns) (each an "**Installer Indemnitee**") from and against any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind (including, without limitation, those arising from any government entity or governmental inquiry or action), including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder (collectively "**Losses**") incurred by any Installer Indemnitee resulting from any claims made by a third party (other than an affiliate of a Installer Indemnitee) to the extent such Losses arise out of or result from or are alleged to arise out of or result from use of the Gridshare Services and/or Documentation by you or an Authorised User in accordance with this Agreement, infringing or misappropriating such third party's Intellectual Property Rights.
b. You shall indemnify, defend, and hold harmless, Lunar Energy and its officers, directors, employees, agents, permitted successors and permitted assigns (each a "**Lunar Energy Indemnitee**") from and against any and all Losses incurred by any Lunar Energy Indemnitee resulting from any claims made by a third party (other than an

affiliate of a Lunar Energy Indemnitee) to the extent such Losses arise out of or result from or are alleged to arise out of or result from:

i. any claim that any Data is unlawful or actually does or threatens to infringe or misappropriate any Intellectual Property Rights or other rights of any third party, provided however, that you shall have no liability or obligation with respect to any claim or Losses to the extent that such claim or Losses arise out of or result from any unauthorised access to or use, disclosure, or other unauthorised processing of Data, including End User Data, by or on behalf of Lunar Energy, or through or enabled by Lunar Energy's systems, due to a security breach; or

ii. any breach of any representation, warranty, covenant or obligation by you under this Agreement (including any action or failure to act by any of your employees or subcontractors that, if taken or not taken by you, would constitute such a breach by you), including any failure to obtain End User consent as required under Clause 5.b.iii, and any access access and/or use of the Gridshare Services or Documentation by you or your Authorised Users that is beyond the scope of or otherwise fails to conform to the express requirements or restrictions of this Agreement or any authorisation or approval given in writing by Lunar Energy to you; or

iii. any negligence or more culpable act or omission (including recklessness or willful misconduct) by you in connection with this Agreement.

c. If either Party determines that it is entitled to indemnification pursuant to this Clause (the "**Indemnified Party**"), the Indemnified Party shall promptly notify the other Party (the "**Indemnifying Party**") in writing of the loss, and provide all reasonably necessary or useful information, assistance and authority to settle and/or defend any loss. Further, the Indemnified Party will grant the Indemnifying Party full control over the selection of counsel, the conduct of the defence of any lawsuit, arbitration or other proceeding for the indemnified claim, and any settlement thereof, provided that the Indemnified Party shall have the right to participate in the defence of such claim using counsel of its choice, at its own expense.

d. The Indemnifying Party will not agree to any settlement or consent to the entry of any judgment of the indemnified claim that may adversely affect the rights of the Indemnified Party, without the Indemnified Party's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. A Party's failure to perform any obligations pursuant to this Clause, will not relieve the Indemnifying Party of its obligations pursuant to this Clause except to the extent that the Indemnifying Party can demonstrate that it has been materially prejudiced as a result of such failure.

10. Limitation of Liability

a. Except as expressly provided in this Agreement:

i. you assume sole responsibility for (i) any calculations you perform using the data drawn from the Gridshare Services, (ii) customer support provided to an End User, and (iii) any conclusion you or such End User makes from such calculations;

ii. Lunar Energy shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Lunar Energy by you or an End User in connection with Gridshare Services, or any actions taken by Lunar Energy at your direction; and

iii. all warranties, representations, conditions and other terms of any kind, whether express or implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

b. Nothing in this Agreement shall limit or exclude the liability of either Party for:

i. death or personal injury resulting from that Party's negligence; or

ii. fraud or fraudulent misrepresentation.

c. Subject to Clauses 10(a) and (b):

i. Lunar Energy shall be liable to you only for foreseeable loss and damage caused by Lunar Energy. If Lunar Energy fails to comply with these terms, Lunar Energy shall be responsible for loss or damage you suffer that is a foreseeable result of Lunar Energy breaking this Agreement or Lunar Energy's failing to use reasonable care and skill, but Lunar Energy 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 Effective Date, both Lunar Energy and you knew it might happen;

ii. Lunar Energy shall not be liable for any problems, conditions, delays, delivery failures, loss, damage, costs or liabilities arising out of telecommunication issues with the Device communicating with Lunar Energy's cloud software or associated embedded software via any web application, or with you or the End User;
iii. neither Party shall under any circumstances whatever be liable (including liability for any Losses claimed pursuant to Clause 10, but excluding liability for any breach of Clause 9), whether in contract, legal or equitable theory, tort (including negligence or breach of statutory duty,) misrepresentation, restitution or otherwise, for any: consequential, incidental, indirect, exemplary, special, enhanced, losses or damages or such other losses or damages as were otherwise foreseeable, including loss of profit; loss of goodwill; loss of business; loss of business opportunity; loss of anticipated saving; loss or corruption of data or information; pure economic loss; or consequential loss, costs, damages, charges or expenses howsoever arising under this Agreement; and
iv. to the fullest extent permitted under applicable law, in no event will either Lunar Energy's aggregate liability to the other under or in connection with this Agreement including for its indemnification provisions, whether arising under or related to breach of contract, tort (including negligence or breach of statutory duty,) strict liability, misrepresentation, restitution or otherwise exceed $100.

11. Term and Termination

a. This Agreement shall commence on the Effective Date and continue for twenty four (24) months from the Effective Date, at which time the Agreement shall automatically renew for additional twelve (12) month terms (the "**Term**"), provided however, that no such renewal shall occur if either Party delivers the other Party a non-renewal notice at least ninety (90) days before the expiration of the then current term.
b. Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if;
    i. the other Party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of twenty (20) business days after being notified in writing to do so;
    ii. the other Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or
    iii. the other Party is generally unable to pay its debts as they become due; files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law that is not dismissed without prejudice within 120 days of being filed; makes a general assignment for the benefit of its creditors; or applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

c. Lunar Energy reserves the right, without liability or prejudice to its other rights over you, directly or indirectly, to suspend, terminate or otherwise deny your and/or any Authorised Users' and/or such End User's access to or use of the Gridshare Services and/or any Documentation without incurring any obligation or liability, if:
    i. Lunar Energy receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Lunar Energy to do so;
    ii. Lunar Energy believes, in good faith, that you and/or such Authorised User and or such End User has or has threatened materially to breach this Agreement (including for the avoidance of doubt, representation, warranty and obligation), or if not a party to this Agreement, do any act which is equivalent to a breach or material threat to breach this Agreement; or
    iii. Lunar Energy reasonably believes that continued access to the Gridshare Services and/or any Documentation would, or is reasonably likely to cause harm to Lunar Energy's or a third party's network or other computer systems.

This Clause does not limit any of Lunar Energy's rights or remedies, at law, in equity, or under this Agreement.

d. On expiration, non-renewal or termination of this Agreement for any reason:
    i. all licences and/or access and/or use granted under this Agreement shall immediately terminate and the you shall immediately cease all access and use of the Gridshare Services, and no longer receive the Gridshare Services;
    ii. each Party shall destroy or return and make no further use of any equipment, documents (including all Confidential Information) or other items (and all copies of them) belonging to the other Party;
    iii. Lunar Energy will retain Data that is not Device Data for thirty (30) days. During this period, you may make a written request for a copy of the most recent back-up of such data. After this period, Lunar Energy may destroy or otherwise dispose of any such data;
    iv. Lunar Energy may continue to provide the Gridshare Service to End Users and may provide Device Data to third parties if End Users consent; and
    v. all terms of this Agreement which, by their nature, are intended to survive termination or expiry of this Agreement will survive the expiration, non-renewal or termination of this Agreement for any reason.

12. Force Majeure

Lunar Energy shall have no liability or responsibility to you under this Agreement, or be deemed to have defaulted under or breached this Agreement for any failure or delay in fulfilling or performing any term of this Agreement, or from carrying on its business, by any Force Majeure Event, provided that you are notified of such Force Majeure Event and its expected duration (to the extent known).

13. General

a. This Agreement sets out the entire agreement of Parties in relation to their respective subject matter, and supersedes all prior and contemporaneous understandings, agreements, statements, promises, representations, assurances or warranties between them, whether written or oral. Each Party acknowledges that it has not entered into this Agreement, in reliance upon any agreement, statement, promise, representation, understanding, assurance or warranty (whether made innocently or negligently) which is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.
b. Neither Party may assign, transfer, charge, subcontract or deal in any manner with all or any part of its rights or obligations under this Agreement, in any case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned, or delayed; provided, however, that either Party may assign its rights or delegate its obligations, in whole or part, without such consent to the other Party, to (i) one of its affiliates, or (ii) an entity that acquires all or substantially part of the business or assets of such Party to which this Agreement pertains, whether by merger, reorganisation, acquisition, sale or otherwise. This Agreement is binding on and inures to the benefit of the Parties and their respective permitted successors and assigns.
c. A person who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement.
d. No variation, modification or amendment of this Agreement (or any waiver of any breach of this Agreement) shall be effective unless it is in writing and is duly executed by each Party. No waiver by any Party of any of the provisions of this Agreement will be effective unless it is in writing and executed by the Party making the waiver. Except as provided in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
e. Each provision of this Agreement is severable and distinct from the others. If any such provision (or part thereof) is or becomes invalid, illegal or unenforceable, then that provision (or such part thereof) shall be deemed deleted but this shall not affect or impair the validity, legality or enforceability of the remainder of this Agreement. If any provision (or part thereof) of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in

good faith to amend such provision (or part thereof) so that, as amended, it is valid, legal and enforceable and, to the greatest extent possible, achieves the intended commercial result of the original provision.

f. The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law. Each Party acknowledges and agrees that breach or threatened breach by such Party of this Agreement, would cause irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach, or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available in law, in equity, or otherwise. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of the other Party, nor authorise one Party to make or enter into or bind in any way the other Party (including, but not limited to, the making of any representation or warranty, the assumption or any obligation or liability and the exercise of any right or power). Each Party confirms that it is acting on its own behalf and not for the benefit of any other person.

14. Notices

a. Any notice required to be given to a Party under this Agreement shall be:
   i. delivered by hand, sent by pre-paid first-class post or recorded delivery or by commercial courier; or
   ii. sent by email,

to the other Party at the addresses set out below:

Party	**Business Address**	**Email**
Lunar Energy	Attention: ℅ Lunar Energy, Inc. 755 Ravendale Drive Mountain View California 94043	legal@lunarenergy.com
You	As notified to Lunar Energy from time to time	

b. A notice (provided it is properly addressed) shall be deemed to have been received:

Permitted method	**Date of deemed delivery or service**
Hand delivery	At the time of delivery or service (or if delivery is not in Normal Business Hours, at 0800 on the next business day following delivery)
First class or special or recorded delivery pre-paid post	0800 on the second business day after posting (or at the time recorded by the delivery service)
Commercial courier	At the date and time that the courier's delivery receipt is signed by the receiving Party
Email	0800 on the next business day after transmission

c. This Clause does not apply to service of proceedings or other documents in legal action, including adjudication.

15. Governing Law

This Agreement and any dispute or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

16. Dispute Resolution and Jurisdiction

a. Without prejudice to Clause 16(b), Lunar Energy and you shall attempt to negotiate a settlement in good faith in relation to any disputed matter arising out of this Agreement within twenty (20) business days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director (or equivalent) of each Party.
b. Subject to Clause 16(a) above, this Agreement will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. All disputes arising out of this Agreement will be subject to the exclusive jurisdiction and venue of the state courts located in Santa Clara County, California and the federal courts located in the Northern District of California and each Party hereby consents to the personal jurisdiction thereof.