



## Terms and Conditions for AEMS Free Trial Participation

**This Free – Trial Participation Agreement** (this “**Agreement**”) contains the terms and conditions that govern your access to and use of the “AEMS” services provided by AND Technology Research (“**ANDtr**,” “**we**,” “**us**,” or “**our**”) and is an agreement between us and you or the entity you represent (“**you**”). This Agreement takes effect when you click an “I Accept,” “Sign up” or similar button or check box presented with these terms or, if earlier, when you access or use the Service (the “**Effective Date**”). By accepting this Agreement, you agree to be legally bound by its terms. You represent to AND Technology Research that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent that you have legal authority to bind that entity.

“Service” means the energy data analytics service, which includes but is not limited to, site surveys and visits, the collection of energy data, analysis and formation of analytics data, and access to AEMS user applications. The features and functionality of Service may be modified, enhanced or otherwise changed at any time, and without notice from us to you.

“Trial Period” means the time frame from the Effective Date to the end of January 2020.

‘Customer Data’ means data collected, or given to AND Technology Research throughout the trial period. This includes, but is not limited to, energy consumption data, analytics data, business performance and contact/entity details such as email, addresses, business sector type.

Third party-providers are, but not limited to, Ipsos Mori, BEIS, the Open University and Counting Labs Limited.

**Free Trial Participation.** AND Technology Research will make the Service available to you without charge until the earlier of (a) the end of the free-trial period (b) termination by us at any time in its sole discretion.

**Use of Customer Data.** You hereby grant AND Technology Research a worldwide, non-exclusive, royalty-free right and license during the trial period to use, reproduce, transmit, perform, display and store Customer Data for the purposes of AND Technology. You agree AND Technology may additionally use Customer Data: (a) to maintain, evaluate, develop and improve its products and services; and (b) share Customer data with third-party providers for research purposes. We will not share Customer Data for marketing and advertising purposes with any third-party provider within the trial period. You agree that after the trial period, AND Technology Research can (a) use, reproduce, transmit, perform, display and store Customer Data gathered within the trial-period, and (b) share Customer data with third-party providers for research purposes.

**Data Privacy** - Data is stored with in accordance with GDPR rules and to AND Technology Research’s Data protection and privacy policies, which can be given on request.

**Liability** - To the maximum extent permitted by applicable law, AND Technology Research and its agents shall not be liable for any other damages whatsoever (including, but not limited to, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or inability to use the Service, even if AND Technology Research or its agents have been advised of the possibility of such damages.

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**Modifications.** AND Technology Research may modify this Agreement at any time by posting a revised version at [www.myaems.com/terms](http://www.myaems.com/terms) which modifications. By using the Service after the date on which any modifications enter into effect, you agree to the latest version of this Agreement.

