

1. Introduction

- 1.1. Welcome to the Autarco Energy Management System (EMS) Beta Program. By participating in this Beta Program, you agree to the following terms and conditions ("Terms"). The purpose of this program is to allow residential and commercial customers to test and provide feedback on the Negative Price Response feature of Autarco Energy Management.

2. Eligibility

- 2.1. Participant being a Residential Customer (< 15kW): Participation is free of charge for the duration of the Negative Price Response testing period.
- 2.2. Participant being a Commercial Customer (\geq 15kW): A small fee may apply for participation during the beta testing period in order to test the subscription mechanism during the beta period. Note that the fee will be communicated upfront and will not be charged without agreement of the participant.
- 2.3. Participant must have an active solar energy system by Autarco (inverter and two-way monitoring-stick), a stable internet connection (via the monitoring stick), a (smart) energy consumption meter and an activated MyAutarco account with access to the MyAutarco web application.
- 2.4. Participant must have a so-called dynamic energy contract with its energy provider.
- 2.5. Note that the split between Residential and Commercial Customers may be re-evaluated during the Beta Period.

3. Program Duration

- 3.1. The Beta Program will start at the end of June 2024. The end date of the program is currently undetermined and will be communicated to participants in due course. The goal of the Beta testing is to understand the workings and the performance of the system under load. No rights can be reserved to the functionality provided during the Beta period. In case the functionality does not work as desired, has major issues or needs to be disabled, Autarco will take the required actions to do so to preserve the working of the system.

4. Participation

- 4.1. By participating in this Beta Program, you agree to:
 - 4.1.1. Actively use the Negative Price Response feature of the Autarco EMS.
 - 4.1.2. Provide honest and constructive feedback through surveys, interviews, and other feedback mechanisms provided by Autarco.

- 4.1.3. Report any bugs, issues, or potential improvements you identify during your use of the feature.
- 4.1.4. Not abuse any bugs or issues to gain self-advantage at the cost of Autarco
- 4.1.5. Be the owner of the Autarco system/ account used to sign-up for the Beta Program. It is not allowed to sign up for somebody else.
- 4.1.6. Not disclose, share, or distribute the Beta Product or any information regarding the Beta Program to any third party without prior written consent from Autarco.

5. Confidentiality

- 5.1. Participants agree to keep all aspects of the Beta Program confidential. This includes, but is not limited to, the following:
 - 5.1.1. Features and functionalities of the Negative Price Response feature.
 - 5.1.2. Any feedback or reports provided to Autarco.
 - 5.1.3. Any communications and materials related to the Beta Program.
 - 5.1.4. Participants agree to not create recordings or screenshots of the content of the Autarco Energy Management solution with reasons other than for support/feedback purposes.
 - 5.1.5. You acknowledge that, as a participant in the Program, you may have access to confidential and proprietary information belonging to Autarco. You agree to protect and keep confidential all such information and not disclose it to any third party.

6. Use of Data

- 6.1. Autarco may collect and use data from your participation in the Beta Program to improve the Negative Price Response feature and their EMS and for other research and development purposes.
- 6.2. Any personal data collected will be handled in accordance with Autarco's Privacy Policy.

7. Intellectual Property

- 7.1. All intellectual property rights in the EMS and its features, including the Negative Price Response feature, remain the property of Autarco.
- 7.2. Participants are granted a limited, non-exclusive, non-transferable license to use the EMS solely for the purposes of the Beta Program.

8. Limitation of Liability

- 8.1. The EMS and its features are provided on an "as-is" basis without any warranties of any kind.

- 8.2. Autarco will not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or in connection with your participation in the Beta Program. Participation in the beta program is strictly on a voluntary basis.
- 8.3. Autarco has the rights to change and alter the working of the Negative Price Response feature during the Beta program and afterwards.

9. Performance Guarantee

- 9.1. Service Provider guarantees the effective functioning of the EMS as per the specifications agreed upon.
- 9.2. If a kWh Guarantee has been issued before signing the EMS contract, the following terms will be added to the already signed kWh Guarantee:
 - 9.2.1. Any period during which the System's inverter is shut off or power production is curtailed due to negative energy prices as controlled by the Energy Management System.

10. Termination

- 10.1. Autarco reserves the right to terminate or modify the Beta Program at any time, with or without notice.
- 10.2. Participants may withdraw from the Beta Program at any time by notifying Autarco in writing per email.

11. Amendments

- 11.1. Autarco reserves the right to amend these Terms at any time. Any amendments will be communicated to participants and will take effect immediately upon such notification.

12. Governing Law

- 12.1. These Terms shall be governed by and construed in accordance with the laws of the jurisdiction in which Autarco is established (The Netherlands), without regard to its conflict of law principles.

13. Miscellaneous

- 13.1. These Terms constitute the entire agreement between you and Autarco regarding the Program and supersede all prior agreements and understandings, whether written or oral, relating to the Program. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue to be valid and enforceable. The

failure of Autarco to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

14. Contact Information

- 14.1. For any questions or concerns regarding the Beta Program or these Terms, please contact:
Autarco Customer Support
Email: ems-beta@autarco.com

By participating in the Autarco EMS Beta Program, you acknowledge that you have read, understood, and agree to be bound by these Terms & Conditions.

Autarco. Reach full potential.
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