



EQUIPMENT TRIAL AGREEMENT

This Equipment Trail Agreement (the “**Agreement**”) is made and entered into as of [_____] (“**Effective Date**”), and is entered into by and between _____ (“**Purchaser**”) and Verdigris Technologies, Inc. (“**Supplier**”).

WHEREAS, Supplier wishes to authorize Purchaser to test the use of Supplier’s software as a service solution (“**Services**”) on the associated equipment (“**Equipment**”) for the purposes of evaluating the Services and Equipment for use by Purchaser.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Delivery.** Supplier shall deliver the Equipment to Purchaser within 14 days after the receipt of Partially Refundable Deposit Amount all as further set forth in the Work Order (“**Work Order**”) in Addendum A. Title to the Equipment will remain with Supplier. Purchaser assumes full responsibility for, and in the event of lost or damage to the Equipment, shall pay the replacement cost thereof, plus any shipping and handling charges. Purchaser will not transfer, sell, assign, sublicense, reverse engineer, pledge, or otherwise dispose of, encumber or suffer a lien or encumbrance upon or against the Equipment. Purchaser will provide for, and only operate the Equipment within the space, power and environmental conditions required for, the proper operation of the Equipment.
2. **Services.** Supplier shall provide to Purchaser the Services set forth in the Work Order in Addendum A. Supplier retains all right title and interest (including all proprietary rights) in and to the Services and any modifications and improvements made to the Services during the Term of the Agreement. Supplier hereby reserves all rights in the Services, the software underlying the Services and all of Supplier’s related intellectual property rights. Nothing in this Agreement will be deemed to grant any license therein other than the licenses expressly set forth in this Agreement or any Order.
3. **Purchaser Data.** Subject to Supplier’s rights in the Services, Purchaser will retain all right in any data collected from, and resulting reports created by, Purchaser using the Services. Supplier may use anonymized data from Purchaser to improve features of the Supplier’s product.

4. **Term.** This Agreement will become effective on the Effective Date and will continue as set forth in the Work Order. This Agreement can be terminated by either party with or without cause immediately upon written notice. Sections 5, 6, 7, and 8 will survive termination or expiration of this Agreement. No later than 30 days after the effective Date of expiration or termination of this Agreement, Purchaser will (a) return the Equipment and all confidential information to Supplier, complete with all components, at Purchaser's expense deducted from the Partially Refundable Deposit, in as good a condition as when provided to Purchaser, ordinary wear and tear excepted or (b) authorize Supplier to enter Purchaser's premises and remove the Equipment at Purchaser's cost. No later than 30 days after the receipt of Equipment, Supplier will return the remainder of the Partially Refundable Deposit.
5. **Disclaimer.** THE EQUIPMENT IS PROVIDED "AS IS." SUPPLIER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, QUIET ENJOYMENT, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
6. **Limitation of Liability.** EXCEPT FOR BREACHES OF SECTION 7, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOST PROFITS, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.
7. **Confidentiality.** Purchaser acknowledges that, in connection with the performance of this Agreement, it may receive certain confidential or proprietary technical and business information and materials of Supplier ("**Confidential Information**"). The Services, the specifications for the Equipment and all underlying intellectual property therein will be considered Confidential Information of Supplier. Purchaser shall: (i) hold and maintain in strict confidence all Confidential Information of Supplier; and (ii) not use any Confidential Information of Supplier except as permitted by this Agreement or as may be necessary to perform its obligations under this Agreement. Purchaser will use at least the same degree of care to protect the Supplier's Confidential Information as it uses to protect its own Confidential Information of like importance, and in no event less than reasonable care. Purchaser may provide Confidential Information only to those employees who have a need to know for the purposes of testing the Equipment. Purchaser shall not disclose the Supplier Confidential Information to any third party, including third party contractors, without written authorization from Supplier. Notwithstanding the foregoing, Confidential Information will not include any information that: (i) is or becomes generally known or is or becomes part of the public domain through no fault of Purchaser; (ii) Supplier

8. **General** No amendment or modification hereof will be valid or binding upon the parties unless made in writing and signed by the duly authorized representatives of both parties. In the event that any provision or provisions of this Agreement will be held to be unenforceable, this Agreement will continue in full force and effect without said provision and will be interpreted to reflect the original intent of the parties. This Agreement will be governed in all respects by the substantive laws of the State of California (excluding conflict of laws rules). The parties consent to the personal and exclusive jurisdiction of courts located in California. Licensee may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Licensor, and any prohibited assignment or sublicense will be null and void. This Agreement will be binding upon and will inure to the benefit of the parties permitted successors and/or assignees. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right. Except for the payment of fees hereunder, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, earthquake, governmental acts or orders or restrictions, or any other reason when failure to perform is beyond the reasonable control of the non performing party.

Name: _____

Addendum A

WORK ORDER

1. DESCRIPTION OF EQUIPMENT AND SERVICES:

a. Hardware. Purchaser will install and commission the Verdigris sub-metering hardware described in Exhibit A (collectively, the "Hardware Inventory") at the applicable Purchaser site designated in this Work Order ("Site") for Purchaser's use for a period of ninety (90) days following installation, and commissioning of all Hardware ("Pilot Term"). Purchaser shall grant and permit Supplier and its authorized agents all access to the Site as may be necessary or required to support such Hardware installation and commissioning hereunder, and Purchaser's representatives shall coordinate in good faith with Supplier to accomplish same. Upon the expiration of the Pilot Term, Purchaser shall be entitled to continue access subscription for the associate Verdigris Software until Partially Refundable Deposit is exhausted. Upon the exhaustion of the Partially Refundable Deposit or earlier termination hereof, unless Supplier and Purchaser have entered into a further written agreement under which Purchaser will purchase the Hardware and purchase an access subscription for the associated Verdigris Software, Supplier shall be entitled to promptly remove and de-install all Hardware from the Site and Purchaser shall grant and permit Supplier and its authorized agents such access to the Sites that may be necessary or required to complete such Hardware removal at Purchaser's cost. Any access of the Site by Supplier or its authorized agents shall be subject to strict compliance with Purchaser's rules and regulations.

b. Software. During the Pilot Term, Supplier will grant Purchaser access to Supplier's web-based software service (the "Verdigris SaaS Software") solely for Purchaser's internal evaluation purposes in connection with the Hardware, free of charge, during the Pilot Term. Supplier shall at all times retain exclusive ownership of the Verdigris Software. Purchaser hereby acknowledges that the right of Verdigris Software access described in this Section 1.b is limited and personal to Purchaser for purposes of evaluating the Hardware and Verdigris Software, only. Purchaser will not use the Verdigris Software in any manner that is not expressly authorized under this Agreement. If Purchaser does not enter into an agreement for the purchase of a subscription for ongoing access to the Verdigris Software, Purchaser's access to the Verdigris Software shall cease and be terminated not less than thirty (30) days after the expiration of the Pilot Term.

2. PARTIALLY REFUNDABLE DEPOSIT:

Purchaser and Supplier acknowledge that Supplier shall be paid a Partially Refundable Deposit on equipment and services to be provided or delivered to Purchaser under this Work Order.

DEPOSIT AMOUNT - \$5000 (USD)

Verdigris will deduct the following funds from the deposit:

- a. Out of pocket shipping and handling, including any applicable sales or import taxes or customs duties;
- b. Engineering and commissioning support billed at \$200 (USD) per hour, with a minimum of two (2) and a maximum of ten (10) hours;
- c. Monthly service fees of \$69 (USD) per month, with three (3) months complimentary evaluation period starting from the date of receipt of delivery;
- d. Any other demonstrably related out of pocket expenses incurred by Supplier on Purchaser's behalf, including but not limited to, travel, service, support, correspondence, additional parts or labor.

Supplier and Purchaser acknowledge that in consideration for the equipment trial, Purchaser shall evaluate the Services for potential use in this and other locations operated by Purchaser and its affiliates. The systems provided based on this Agreement are not for resale. Supplier acknowledges that Purchaser may be evaluating the Services simultaneously with an evaluation of similar solutions to be provided by another party (provided that Purchaser will not disclose any Supplier Confidential Information to any other party pursuant to the Terms and Conditions of the Agreement), and that Purchaser's evaluation of the Services in no way obligates Purchaser to order, pay for or commit to using the Services in Purchaser's other locations. By entering Agreement, Purchaser agrees Supplier may use the Purchaser's logo and name for marketing materials.

Exhibit A: Default Hardware Inventory

Verdigris Smart Meter	
Part Description	Qty
Verdigris Gateway	1
Smart CTs	14
High Current Coils	6
4G/LTE Connectivity Module	1
Ethernet adapter	1
Mounting assembly and cabling	1

Sales Kit	
Part Description	Qty
Cosmetic-model Verdigris Gateway	1
Smart CT	1
High Current Coil	1
Ethernet adapter	1
Sales Demo Case	1

Have additional questions? Visit support.verdigris.co or email us at channel@verdigris.co.