



**METER**

## **METER Group, Inc. USA Software-as-a-Service Subscription Agreement**

This METER Group, Inc. USA (“METER”) Software-as-a-Service Subscription Agreement (collectively with the terms of any Order Form, the “Agreement”) for a subscription to the METER Group Software-as-a-Service (SaaS) (the “Service”) is between METER and the client (individual or entity) that has purchased a subscription to the Service (“Client”). If an individual is using the Service on behalf of a corporation, partnership, or other entity, then that entity will be the Client, and the individual represents and warrants that he or she is authorized to enter into this Agreement. METER and Client are individually referred to herein as a “Party” and collectively as the “Parties.”

This Agreement applies only to the Service and does not grant Client any right to any other METER software, product, or service, which may be made available under separate agreements.

Client agrees that from time to time METER may modify this Agreement and that any such changes shall become effective immediately. METER will use reasonable commercial efforts to notify Client of the changes through communications including without limitation online, email, or other means. Client may be required to click to accept the modified Agreement before using the Service in a renewal Subscription Term, and in any event continued use of the Service during the renewal Subscription Term shall constitute Client’s acceptance of the version of the Agreement in effect at the time the renewal Subscription Term begins.

**IMPORTANT: IF CLIENT DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, CLIENT SHALL NOT INSTALL, ACCESS, OR USE THE SERVICE. BY CHECKING THE ACCEPTANCE BOX OR INSTALLING OR USING ANY PORTION OF THE SERVICE, CLIENT IS ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

### **1. DEFINITIONS**

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

“Control” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Client Content” means the information and/or other data used by Client in connection with the Service.

“Documentation” means METER online user guides, documentation, and training materials, as updated from time to time, accessible via metergroup.com or the applicable Service.

“Harmful Code” means software, code, files, scripts, agents, or programs intended to do harm, including without limitation viruses, worms, time bombs, and Trojan horses.

“Intellectual Property Rights” means any and all common law, statutory, and other industrial property rights and intellectual property rights, including without limitation copyrights, trademarks, trade secrets, patents, and other proprietary rights issued, honored, or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

“Order Form” means the METER Sales Quote for the Service that identifies the Service that Client is purchasing and the associated pricing and other pertinent terms.

“Purchased Volumes” means the Subscription Term set forth in the Order Form.

“Subscription Term” means the set term designated herein or in the applicable Order Form.

“METER Mobile Application” means a software application that may be downloaded by Client through METER websites or software platforms or markets from time to time, including the Apple® App Store® or



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Google Play Store, and loaded onto an iPad® or other handheld device on which the then-current METER Mobile Application has been designed to and is permitted to run.

“Service” means the METER SKALA software solution made available through a SaaS platform (and a downloaded METER Mobile Application) together with any additional features, functionality or updates developed by METER that augment or enhance such solution and provided as part of the service, and the documentation, support, and related products made available by METER subject to this Agreement.

“Users” means the individuals who are authorized by Client to access and use the Service.

## **2. METER SERVICE SUBSCRIPTION**

**2.1 Provision of the Service.** The Service is provided by METER as an online service on a subscription basis for a set term designated herein or in the applicable Order Form (each, a “Subscription Term”).

**2.2 License to Use the Service.** METER shall retain all right, title, and interest in and to the Service. Subject to the terms of this Agreement (including without limitation any restrictions and limitations designated in the applicable Order Form), and conditioned on Client’s and Users’ compliance therewith, METER hereby grants Client a limited, revocable, nonexclusive, nontransferable, nonassignable, nonsublicensable right to access and use the Service solely for its own internal business operations purposes during the Subscription Term. Client may access the Service either via the domains that allow Client and its permitted users to access the Service from the supported browsers, including metergroup.com or skalacontrol.com, or a METER Mobile Application. Except as provided in this Agreement, METER reserves all right, title, and interest in and to the Service, including without limitation all related Intellectual Property Rights, and the license granted to Client does not convey any rights in the Service, express or implied, or ownership in the Service or any Intellectual Property rights thereto. Any rights not expressly granted herein are reserved by METER and its licensors.

**2.3 Restrictions.** Client shall not (and Client shall direct any and all Users to not), directly or indirectly,

- 1) modify, copy, or create any derivative works based on the Service;
- 2) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer the Service in any form of service bureau, outsource, or otherwise make the Service available to any third party;
- 3) frame, scrape, or mirror any content forming part of the Service, other than on Client’s own intranet for Client’s internal business operations purposes as permitted under this Agreement;
- 4) use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material or to store or transmit material in violation of any third-party privacy right;
- 5) use the Service to store or transmit Harmful Code;
- 6) interfere with or disrupt the integrity or performance of the Service;
- 7) attempt to gain unauthorized access to the Service or its related systems or networks;
- 8) permit direct or indirect access to or use of the Service in a way that circumvents a contractual usage limit under this Agreement;
- 9) reverse engineer or decompile any portion of the Service, including without limitation any software utilized by METER in the provision of the Service;
- 10) access the Service in order to build any commercially available or competing service or product or otherwise commercially exploit the Service; or
- 11) copy any features, functions, integrations, interfaces, or graphics of the Service or any related software.



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### 3. USE OF METER SERVICE

**3.1 Purchase Volumes.** The Service is provided to Client according to the Purchased Volumes and any other limitations set forth in the Order Form. Client shall limit use of and access to the Service to the Purchased Volumes in the Order Form or any amendment thereto as provided for in Section 10.2 herein. Client may increase the Purchased Volumes at any time during the term of the Agreement. If Client is unable to comply with the applicable Purchased Volumes, Client will execute an Order Form for additional quantities promptly upon request from METER.

**3.2 Client Responsibilities and Client Content.** Client will use the Service solely for its internal business operations purposes and not for the benefit of any third party. Client shall

- 1) be responsible for Client's and Users' compliance with this Agreement;
- 2) be responsible for the accuracy, quality, appropriateness, and legality of any Client and User data or other business information ("Client Content") used in the Service;
- 3) prevent unauthorized access to or use of the Service, and notify the METER promptly of any such unauthorized access or use; and
- 4) use the Service only in accordance with the terms of this Agreement and in compliance with all applicable laws and regulations. Client grants METER a worldwide, perpetual, nonexclusive, royalty-free, fully paid-up, assignable, transferable, sublicensable right and license to host, store, transfer, display, perform, reproduce, modify, and distribute Client Content, in whole or in part, in any media formats and through any media channels (now known or hereafter developed) for the sole purpose of providing the Service to Client and addressing any service or technical problems.

**3.3 METER Responsibilities.** METER shall implement commercially reasonable technical and organizational measures designed to secure availability, confidentiality, and integrity with respect to the Service and other Client Content. The service will be available for access 99.7% of the time measured on a monthly basis. If METER fails to provide this for three consecutive months, the client will be credited 50% of their three-month invoice. However, Client acknowledges and agrees that the Service is provided on an "as-is" and "as-available" basis. The Service may be subject to limitations, delays, and other problems including without limitation those inherent in the use of SaaS, cloud computing, internet, and electronic communications. METER shall not be responsible for any delays, delivery failures, or other damage resulting from such problems. METER shall retain the right to collect usage and other statistics from the Service to be used to monitor compliance with applicable usage limits and for diagnostic, operational, performance, and product improvement purposes. METER may, at its discretion and for any purpose, use, modify, and incorporate into the Service any feedback, comments, or suggestions Client or Users provide to METER without any obligation to Client or Users. METER may compile and use information regarding Client's use of the Service on an anonymized basis for data analysis and Service improvement or optimization purposes.

### 4. FEES AND PAYMENT

**4.1 Fees. Client must pay all fees specified in all Order Forms.** Except as otherwise stated in an Order Form, all fees are quoted and payable in US dollars and are based on the Service rights acquired and not actual usage. Except as otherwise stated in an Order Form or as provided herein, payments must be made on a monthly basis in advance.

**4.2 Noncancelable and nonrefundable.** All payment obligations under any and all Order Forms are noncancelable, and all payments made are nonrefundable. The license rights for the usage quantities set forth on any respective Order Form cannot be decreased during the Initial Term.

**4.3 Invoicing and Payment.** Fees for the Service will be invoiced in accordance with the relevant Order Form. The first month's subscription fees, as specified in each Order Form, are due and payable upon Client's execution of such Order Form. All other fees due hereunder will be due and payable within thirty (30) days of invoice date. Client will provide METER with complete and accurate billing and contact information.



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**4.4 Overdue Payments.** Any payment not received from Client by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at METER discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

**4.5 Nonpayment and Suspension of Service.** If Client's account is more than thirty (30) days past due (except with respect to charges subject to a reasonable and good faith dispute), in addition to any other rights or remedies it may have under this Agreement or by law, METER reserves the right to suspend the Service upon thirty (30) days written notice, without liability to Client, until such amounts are paid in full.

**4.6 Taxes.** METER fees do not include any direct or indirect local, state, federal, or foreign taxes, levies, duties, or similar governmental assessments of any nature, including without limitation value-added, excise, use, or withholding taxes (collectively, "Taxes"). Client is responsible for paying all Taxes associated with its purchases hereunder, this Agreement, and the Service. If METER has a legal obligation to pay or collect Taxes for which Client is responsible under this section, the appropriate amount will be invoiced to and paid by Client, unless Client provides METER with a valid tax exemption certificate authorized by the appropriate taxing authority.

## **5. CONFIDENTIALITY**

**5.1 Definition of Confidential Information.** "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, in connection with this Service, that is designated as confidential or that reasonably should be understood by the Receiving Party to be confidential given the nature of the information and the circumstances of disclosure. METER Confidential Information includes the Service and its documentation. Confidential Information of each party includes software, code, business, and marketing plans, financial information, technology and technical information, inventions, know-hows, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (1) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (2) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (3) is received from a third party without breach of any obligation owed to the Disclosing Party; or (4) was independently developed by the Receiving Party.

**5.2 Protection of Confidential Information.** The Receiving Party will (1) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) and (2) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less protective than those herein.

**5.3 Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior written notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party shall reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

**5.4 No Intellectual Property Rights. THE RECEIVING PARTY ACQUIRES NO INTELLECTUAL PROPERTY RIGHTS FROM THE DISCLOSING PARTY UNDER THIS AGREEMENT,** except for the restricted right to use Disclosing Party's Confidential Information for the express, limited purposes described above.



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## 6. LIMITATION OF LIABILITY

6.1 METER PROVIDES THE SERVICE “AS IS,” “WITH ALL FAULTS,” AND “AS AVAILABLE.” TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, METER MAKES NO (AND SPECIFICALLY DISCLAIMS ALL) REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS; THAT THE CLIENT CONTENT OR ANY OTHER DATA WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED; OR ANY WARRANTY (WHETHER EXPRESS, IMPLIED, OR STATUTORY) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. IN THE EVENT THAT A JURISDICTION DOES NOT ALLOW THE FOREGOING EXCLUSIONS, SUCH EXCLUSIONS WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CLIENT IN CONNECTION WITH THE PROVISION OF THE SERVICE.

6.2 IN NO EVENT SHALL METER’S LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE SERVICE, ANY RELATED SOFTWARE, AND/OR THIS AGREEMENT (INCLUDING WITHOUT LIMITATION ANY ORDER FORM) EXCEED THE TOTAL AMOUNT PAID BY CLIENT TO METER TO USE THE SERVICE DURING THE SIX (6) MONTHS PRIOR TO THE DATE OF THE CLAIM. IN NO EVENT SHALL METER BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OR COSTS OF ANY TYPE OR KIND (INCLUDING WITHOUT LIMITATION LOSS OF DATA, REVENUE, PROFITS, GOODWILL, USE OR ANY OTHER ECONOMIC ADVANTAGE OR BENEFIT) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE AND/OR THIS AGREEMENT (INCLUDING WITHOUT LIMITATION ANY ORDER FORM), INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE AND/OR ANY INTERRUPTION, INACCURACY, ERROR, OR OMISSION. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER CLAIM OR BASIS.

## 7. MUTUAL INDEMNIFICATION

**7.1 Indemnification by METER.** METER will defend, indemnify, and hold Client harmless against any loss, damage, or costs (including reasonable attorneys’ fees) in connection with claims, demands, suits, or proceedings (“Claims”) made or brought against Client by a third party alleging that the use of the Service as contemplated hereunder infringes a US copyright issued as of the effective date provided, however, that Client (1) promptly gives written notice of the Claim to METER; (2) gives METER sole control of the defense and settlement of the Claim (provided that METER may not settle any Claim unless it releases Client of all liability); and (3) provides to METER, at METER’S cost, all reasonable assistance.

METER will not be required to indemnify Client in the event of (1) modification of the Service by Client or any violation by Client or any Users of the obligations under this Agreement; (2) use of the Service in a manner inconsistent with the documentation; (3) use of the Service in combination with any other product or the Service not provided by METER; or (4) use of the Service in a manner not otherwise contemplated by this Agreement. If Client is enjoined from using the Service or METER reasonably believe it will be enjoined, METER will have the right, in its sole discretion, to obtain for Client the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to METER, then use of the Service may be terminated in METER’S sole discretion and METER’S sole obligation and liability will be to refund any prepaid, but unused, subscription fees paid by Client for the Service.

**7.2 Indemnification by Client.** Client shall defend, indemnify, and hold METER harmless from any Claims made or brought by a third party based upon (1) a breach of this Agreement by Client, its employees, and Users resulting in the unauthorized disclosure of Confidential Information; (2) allegations that the Client data or business information infringes the rights of, or has caused harm to, a third party; or (3) in connection with a claim arising from use of the Service in breach of this Agreement by Client or Users provided,



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however, that METER (a) promptly gives written notice of the Claim to Client; (b) gives Client sole control of the defense and settlement of the Claim (provided that Client may not settle any Claim unless it unconditionally releases METER of all liability); and (c) provides to Client, at Client cost, all reasonable assistance.

### 8. METER AUDIT RIGHTS

Upon written request, Client shall furnish to METER a signed certification certifying that Client and Users are using the Service pursuant to the terms of this Agreement and the applicable Order Form. With reasonable prior notice of at least ten (10) days, METER may audit Client's use of the Services. Without due cause shown, all such audits shall be conducted during regular business hours and no more frequently than twice in any twelve (12) month period and in a manner that does not unreasonably interfere with Client's business operations. Client shall make available all such books, records, equipment, information, and personnel and shall provide all such cooperation and assistance as may reasonably be requested by or on behalf of METER with respect to such audit. Client shall be responsible for such audit costs and any additional fees only in the event the audit reveals that Client's use of the Services exceeded any of Purchased Volumes.

### 9. TERM, SUSPENSION AND TERMINATION

**9.1 Term.** This Agreement will commence on the effective date and continue for a period of twelve (12) months (the "Initial Term") and **will automatically renew at the end of the Initial Term (or any renewal term) for a period of twelve (12) months (each, a "Renewal Term" and, together with the Initial Term, the "Term") unless either party provides written notice to the other of nonrenewal at least ninety (90) days before the end of any term.** Any such renewal will be at the list price for the Service in effect at the time of such renewal.

**9.2 Suspension.** METER may suspend Client's right to access or use any portion or all of the Services immediately upon notice to Client if METER in its sole discretion determines that Client and/or its User's use of the Services: (1) poses a security risk to the Services or any third party; (2) may adversely impact the Services or the systems or the data of any other client; (3) may subject METER, its Affiliates, employees, officers, directors, contractors, other representatives, or any third party to liability; (4) may be fraudulent or illegal; or (5) is in breach of this Agreement, including without limitation if Client is delinquent on its payment obligations for more than thirty (30) days. If METER suspends Client's right to access or use any portion or all of the Services in accordance with this provision, Client shall remain responsible for all fees and charges. METER shall have no liability for any damage, liabilities, losses or any other consequences that Client may incur as a result of a suspension.

**9.3 Termination.** Either party may terminate this Agreement (1) upon thirty (30) days prior written notice to the other party of a material breach by the other party if such breach remains uncured at the expiration of such notice period or (2) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

**9.4 Effect of Termination.** Upon any termination of this Agreement, Client must, as of the date of such termination, immediately cease accessing or otherwise utilizing the Service and METER Confidential Information. Termination for any reason will not relieve Client of the obligation to pay any fees accrued or due and payable to METER prior to the effective date of termination. Upon termination for cause by METER, all future amounts due under all Order Forms will be accelerated and become due and payable immediately.

**9.5 Data Retention.** Upon the termination of the Service, Client Content may be preserved for one hundred and eighty (180) days (the "Retention Period"). After the Retention Period, the Client Content may be permanently deleted from METER's server and will be irrecoverable by the Client. After the Retention Period, METER makes no representations or warranties as to the preservation or integrity of Client data. Client hereby agrees that METER shall have no obligation to retain Client data after the Retention Period



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unless otherwise prohibited by law. If Client purchases a new Subscription Term prior to the end of the Retention Period, Client data shall remain available to Client.

## 10. GENERAL PROVISIONS

**10.1 Export Compliance.** The Services and other technology METER makes available and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any US government denied-party list. Client shall not permit Users to access or use the Service in a US-embargoed country (currently Cuba, Iran, North Korea, Sudan, or Syria) or in violation of any US export law or regulation.

**10.2 Entire Agreement.** This Agreement and the Order Form(s) constitute the entire agreement between Client and METER regarding the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. No provision of any purchase order or other document of Client, including without limitation any electronic invoicing portals or vendor registration processes, will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect notwithstanding any provision to the contrary in any such other document.

**10.3 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld) provided, however, either party may assign this Agreement in its entirety (including without limitation all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets or stock. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets or stock to, or undergoes a change of control in favor of a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, METER will refund to Client any prepaid fees covering the remainder of the term of all subscriptions. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

**10.4 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create any partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

**10.5 Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

**10.6 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

**10.7 Force Majeure.** Neither party will be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including without limitation acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems, and cyberattacks, such as threats or attacks through the internet or internet provider, telecommunications, or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

**10.8 Choice of Law and Jurisdiction.** Excluding conflict of laws rules, this Agreement shall be governed by and construed under the laws of the State of Washington. All disputes arising out of or in relation to this Agreement shall be submitted to the exclusive jurisdiction of the state and federal courts located in Seattle, WA. Nothing in this section shall restrict METER's right to bring an action (including without limitation a motion for injunctive relief) against Client in the jurisdiction where Client's place of business



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is located. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement.

**10.9 Injunctive Relief.** The parties acknowledge that any breach of their obligations under this Agreement with respect to Intellectual Property Rights, Confidential Information, or Client’s breach of its obligations under Sections 2 or 3 may cause irreparable injury for which the remedies at law are inadequate and therefore the nonbreaching party is entitled to immediate equitable relief, without requirement of posting bond and without the necessity of showing actual money damages, in addition to all other remedies provided by this Agreement or available at law or in equity.

**10.10 Notices.** Notice or approval must be in writing signed by a party’s authorized representative and sent by email transmission, overnight courier, or registered or certified mail to the address provided on the Order Form or otherwise specified in writing by a party for notice. Notices provided by email transmission or overnight courier will be effective one (1) business day after they are sent. Notices provided by registered or certified mail will be effective three (3) business days after they are sent.

**10.11 Entire Agreement.** This Agreement constitute the entire agreement between Client and METER regarding the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted. No provision of any purchase order or other document of Client, including without limitation any electronic invoicing portals and/or vendor registration processes, will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect notwithstanding any provision to the contrary in any such other document.

**10.12 No Third-Party Beneficiaries.** There shall be no third-party beneficiaries to this Agreement.

**10.13 Survival.** The following provisions shall survive any expiration or termination of this Agreement: Sections 5, 6, 7, and 9.5.

METER Group, Inc. USA:

Client: \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_