



**ASTERRA Statement of Work
&
Software Terms of Use**

Provided to:

**Morgan County Water District, KY
May 23, 2023**

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Statement of Work (SOW)

This Statement of Work (“**SOW**”) is provided in connection with the Terms of Use governing the use of ASTERRA’s Services and Platform.

Capitalized terms not defined herein shall have the respective meanings as set forth in the Terms of Use.

A. ROLES, RESPONSIBILITIES AND SERVICES – ASTERRA

1. GENERAL

ASTERRA offers its Clients, a patented technology operated by **Utilis Inc.** for pipe replacement modeling, and leak detection in urban and rural water networks, using L-band synthetic aperture radar (SAR) mounted on a satellite. The technology is based on a proprietary algorithm that detects soil moisture through the analysis of SAR data.

2. ASTERRA’S PRODUCTS OVERVIEW

ASTERRA will provide Client with the following Products available through the Platform: “Recover”, “MasterPlan” (the “**Products**”), and their related Service Tiers: “Detect”, “Prevent” or “Advise” (the “**Service Tiers**”). Products related deliverables and Service Tiers are detailed under Section F Below.

2.1 Recover - Satellite-Based Leak Detection and Analysis

ASTERRA Recover provides customers with leak detection monitoring for drinking and wastewater systems utilizing Synthetic Aperture Radar (SAR) signals from satellites to illuminate the area of interest and collect the resulting reflected signals. These signals are analyzed with the ASTERRA patented algorithm and processed to identify specific indicators of wet soil saturated with potable or wastewater, screening out the signal noise and other interference. The result is a map showing likely leak locations, or Points of Interest (POI). These results typically encompass 5 – 10 % of the entire system length, so that the clients time and resource cost to inspect is much lower than traditional inspection methods. Recover is available as a subscription with various levels of service to match client’s needs.

2.2 MasterPlan – Pipeline Monitoring and Deficiency Assessment

Similar to Recover, ASTERRA MasterPlan utilizes Synthetic Aperture Radar (SAR) signals from satellites to illuminate the area of interest and collect the resulting reflected signals over time. These signals are analyzed with the ASTERRA patented algorithm and processed to identify the condition of underground water infrastructure, with pipes scored on a 1 – 5 scale, from a low level of deficiency observed to high levels of deficiency. The algorithm scores pipe segments exhibiting non-surfacing leaks and analyzes leak clusters over time contributing to the development of long-term maintenance and pipe replacement plans. MasterPlan is compatible with all GIS-based asset planning model tools and easily integrates with attribute



data such as pipe age, material, and work orders from surfacing leaks. MasterPlan is available in the Advise level subscription or as an additional service to Clients in the Prevent tier.

B. ROLES, RESPONSIBILITIES – CLIENT

1. GENERAL

Client is responsible for providing baseline system data, work order history and in some cases, an acoustic field verification team to inspect points of interests (POI) identified by ASTERRA. **Client** shall identify a primary contact person for technical, administrative, and field inspection coordination.

2. CLIENT RESPONSIBILITIES:

Client shall provide ASTERRA with the following materials (“**Materials**”):

2.1 Area of interest (AOI): the Client will provide ASTERRA with an area of interest (AOI). Unless agreed otherwise by the parties, the AOI is a designated geographical area to be surveyed using ASTERRA technology. AOI is required for all Products. AOI is attached as **Annex A** hereto and as agreed upon number of linear miles or area defined in Section F herein.

2.2 Recover Product/MasterPlan Pipe System Information: prior to image acquisition, the Client shall provide ASTERRA with a detailed and accurate GIS pipe system layer in the form of a shapefile or KML/KMZ. ASTERRA will use this layer to identify POI locations. The GIS layer should include pipe material, pipe age, pressure zone, and diameter, length of pipeline, trunk, main and service to be analyzed, and major appurtenances including hydrants, valves, and any other detailed information available.

2.3 Recover/MasterPlan Leak Detection History (Work Orders): The Client shall provide ASTERRA with a detailed and accurate history of leak findings and repairs through the “Go-Live Date”.

2.4 Recover/MasterPlan Leak Detection Performance Metrics: The Client shall provide ASTERRA with relevant and available performance metric data related to previous Client-utilized leak detection methodologies, field investigation process, timing, methods, and data delivery timing information, customer cost of water and cost of energy per CSM interview. This information will be used to calculate performance metrics of the service.

C. WORK PROCESS TIMELINE

1. Upon receipt of Client’s Materials, ASTERRA shall initiate the satellite imagery acquisition and analysis. Once the analysis is completed, ASTERRA will inform Client of the “Go-Live-Date” and access to Product will be granted to Client. “Go-Live-Date” notice will be furnished by ASTERRA upon 7-14 business days after the scheduled image acquisition date. Image



acquisition dates may be changed by a third party (satellite operator) or due to technical constraints. "Go-Live-Date" may be affected due to poor image quality according to ASTERRA's quality assurance standards.

2. Unless otherwise agreed upon by both parties, ASTERRA will provide Services only in the AOI overlapping with the Client's provided GIS pipe system layer.
3. Recover leak field inspection work can begin after the leakage report has been delivered to the Client customer portal and ASTERRA has provided training, guidance, and interpretation of the leakage data.
4. Unless otherwise agreed upon by the parties, field work with an ASTERRA field engineer will be conducted only within the borders of the AOI and at sites where access is provided by the client.
5. Delays in the provision of Materials may result in delays and/or additional cost in performing the Services. Where required, Client shall furnish access to Client's premises, and appropriate worksite, as necessary for performance of those portions of the Services to be performed at Client's premises.

D. ACCESS TO PLATFORM AND PRODUCTS

1. Provision of the Platform: portal environment, applicable licenses, including U-Collect and U-View licenses, analytics, reports and data that can be used in Client's GIS systems.
2. Access to the Platform shall only be granted upon ASTERRA's "Go-Live" notice to the Client and shall expire on the Service termination date.
3. Upon expiration or termination of the Agreement for any reason, Client will not be able to access the Services and/or, the data stored within the Platform, the Platform, related software and mobile applications, ASTERRA's support and any other software or data related to the Service. Any and all data not exported by Client to Client's own storage, shall no longer be available to Client following Service's termination. An exception will be made for Clients who renew their subscription within 12 months of termination of their previous subscription.
4. The provision of ongoing technical and support services by ASTERRA are in accordance with the Service Level Agreement ("**SLA**").



E. FEES & PAYMENT TERMS

- 1. Annual subscription fee per Package and Service Tier requested by Client (exclusive of Taxes) (“Annual Fee”) and Additional Services as required by Client (“Support Service Fee”) as provided in the table below.
- 2. Package Name: Prevent, Subscription Duration: 12 Months
- 3. Potable Water lines surveyed: 373 Miles.
- 4. Table of fees:

ASTERRA Package: Prevent	QTY	Price
Annual Subscription Package	1	\$70,000
Additional Services		
Subcontracted BOTG (5 Days minimum)	1	\$9,500
TOTAL		

- 5. Payments by Client shall be made as follows:

Month	Amount
June	\$20,000
July	\$20,000
August	\$20,000
September	\$19,500

- 6. Payment is due 30 days from the invoice date.
- 7. Requests for analysis outside the agreed upon AOI provided by the Client in Annex A may result in additional fees.
- 8. CSM SERVICES LIST & Service Level Agreement (SLA) is attached hereto as Annex B



ACCEPTANCE OF TERMS

By executing this SOW, you confirm your approval of the SOW on behalf of Client listed below, to be contractually bound by:

1. This SOW; and
2. The Terms of Use and Service Level Agreement incorporated by reference into this SOW.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Utilis Inc., dba., ASTERRA

Morgan County Water District, KY

Signature: _____

Signature: _____

Name: Gadi Kovarsky

Name: _____

Title: General Manager, Water Division

Title: _____

Date: _____

Date: _____



TERMS OF USE

These Terms of Use (the “**Terms**”) is made and entered into as this 23rd day of May 2023 (“**Effective Date**”), by and between Utilis Inc., dba., ASTERRA (the “**Company**”, “**ASTERRA**”) a private company having its registered offices at 4180 La Jolla Village Dr., Suite 530, La Jolla, CA 90237, and Morgan County Water District, KY (“**Client(s)**”, “**you**”) a corporation organized and existing under the laws of Kentucky with a principle place of business and mailing address at 1009 Hwy 172, West Liberty, KY 41472. Terms of use govern the provision of the services that provide information for leak detection analysis, pipeline monitoring and deficiency assessment, using remote sensing technology (the “**Service(s)**”) operated by **Utilis Israel Ltd., Utilis, Inc., Utilis SAR Ltd or Utilis Japan.**, all trading and doing business as ASTERRA (“**ASTERRA**”). Each of Client and ASTERRA will be referred to as a "party" and together the "parties".

1. **Definitions and Interpretation**

1.1. Capitalized terms not defined herein have the meanings given in the Statement of Work (the “**SOW**”) or the Service Level Agreement (the “**SLA**”), which are hereby incorporated into, and form part of, these Terms (together the “**Agreement**”), unless specifically excluded.

1.2. If there is a conflict between any provision of these Terms, the SOW, the SLA or any other agreement related to the Services, these Terms and the Agreement shall prevail, unless specifically expressed otherwise.

2. **License Grant**

2.1 Subject to the Terms, Client requests and ASTERRA grants, a nonexclusive, non-transferable, non-sublicensable, limited access license, to use the portal environment, applicable licenses, analytics, reports and data that can be used in client’s GIS systems (the “**Platform**”) during the Term, solely in accordance with the Terms herein, for Client’s internal business purposes only.

2.2 Services, additional services, and/or licenses shall be issued in separate SOWs, in the form

attached hereto as Statement of Work, signed by both parties, numbered sequentially (SOW1, SOW2, etc.), all attached to and governed by these Terms.

3. **ASTERRA Limited Warranties**

ASTERRA warrants and undertakes that:

3.1. it will provide the Services using the degree of skill, care, and diligence which would reasonably and ordinarily be expected from a skilled and experienced provider of the Services (or of services materially similar to the Services);

3.2. each member or individual involved in the provision of the Services shall be suitably qualified, adequately trained and competent to provide the relevant part of the Services in respect of which they are engaged.

3.3. the Services, when used in the manner envisaged by this Agreement, do not, to the best of ASTERRA’s knowledge, infringe the intellectual property rights of any third party.

3.5. ASTERRA shall not be liable for any material delay or failure to provide the Services to the



extent that such material delay or failure is caused by Client's failure to comply with the Agreement, including but not limited to, the following obligations:

a. provision of data as agreed between the Parties and set out in the SOW – to be made ready on or before any agreed date of provision.

b. failure by Client to make available personnel, Information, or to provide site physical access, as reasonably required for the performance of the Services.

c. a failure by Client to make available adequate infrastructure to install, activate and use of the Service (such as: Client's systems and devices) to support the provision of the Services.

3.6 The Services hereunder are provided on an "AS IS" basis. Except for the above express warranty, ASTERRA makes no other warranties, express or implied, relating to the Services. ASTERRA does not represent or warrant that the Services shall be uninterrupted or error-free. ASTERRA disclaims and excludes any implied warranties of non-infringement, merchantability and/or fitness for a particular purpose.

4. **Payment Terms**

4.1 In consideration of the Service, Client will pay all invoices issued under this Agreement in accordance with stated payment terms on the relevant SOW. Any invoice that has not been paid within such period of time shall bear interest at the rate of 1% per month or any part of a month. Client is responsible for any applicable tax, duty, or tariff (except with respect to ASTERRA's income), and all reasonable costs of shipment.

4.2 All Customer's payment obligations to ASTERRA are non-cancelable and paid fees are non-refundable. Client is responsible for paying all fees applicable to its subscription to the Service, whether or not it actively used, accessed or otherwise benefited from the Service. Unless stated differently in the SOW, fees are exclusive of any sales tax, VAT, withholding tax or other governmental charges or transaction charges. Where applicable, ASTERRA will provide the Client its tax certificates and Client shall withhold taxes from payments due as per such certificates.

5. **Technical Support**

5.1. During the Term, ASTERRA, either directly or with the assistance of third parties, will provide Client technical support for technical issues regarding the Services, in accordance with the SLA terms. For the purpose of the provision of technical support for the Client's technical questions, problems and inquiries, Client will cooperate, and work closely with ASTERRA, to reproduce malfunctions, including conducting diagnostic or troubleshooting activities, as ASTERRA reasonably requests.

ASTERRA may suspend the Services for planned maintenance work ("**Planned Maintenance**") or for rectifying critical outages ("**Unplanned Maintenance**"). In relation to Planned Maintenance, ASTERRA shall provide Client at least 14 calendar days' prior notice stating the scope, time, and duration of the Planned Maintenance. In relation to Unplanned Maintenance, ASTERRA shall endeavor to provide Client with such advance notice as is reasonably practicable in the circumstances.

6. **Privacy**



As part of the Services, you may be granted a certain number of U-Collect, U-View and ASTERRA's Dashboard Licenses. The applicable terms of use and privacy policy are detailed in <https://ASTERRA.io/privacy-policy-portal-application/>

7. Confidentiality

Each party ("**Recipient**") agrees to: (a) keep all Confidential Information (as defined below) confidential; (b) not without the other party's ("**Discloser**") prior written consent to disclose any Confidential Information to any other person save those of its personnel who have a need to know the same in connection with this Agreement and its performance of this Agreement; (c) to use the Confidential Information solely in connection with this Agreement and the performance of its obligations hereunder and not otherwise for its own benefit or for the benefit of any third party. "Confidential Information" means all data, material, and information of a confidential nature in any form whatsoever disclosed (whether directly or indirectly) by or on behalf of the Discloser to Recipient, including: (a) the contents of and negotiations in relation to this Agreement; (b) the identity and business, financial and/or technical affairs of that party's business contacts, including Clients, agents, distributors and licensees; (c) any information that Recipient obtains or receives as a result of discussions leading up to the signature of this Agreement or subsequent performance of this Agreement; (d) any information obtained or observed as a result of any site visit; (e) all financial information of Discloser; (f) all data provided to Recipient by or on behalf of the Discloser in connection with the Services.

Confidential Information does not include information: (a) disclosed as a requirement of law or any regulatory body to whose rule Recipient is subject provided that Recipient, if legally permissible, gives Discloser prompt written notice of such requirement prior to such disclosure and only discloses that portion of the Confidential Information that is legally required; (b) known to Recipient prior to the commencement of this Agreement otherwise than as a result of being obtained directly or indirectly from the Discloser; (c) obtained from a third party who lawfully possessed such Confidential Information and which has not been obtained in a breach of a duty of confidence owed to the Discloser; (d) developed independently by Recipient without the use of Discloser's Confidential Information or (e) in the public domain other than as a result of a breach of a duty of confidence owed to the Discloser. Upon request of Discloser or upon the expiry or termination of this Agreement, Recipient shall delete and destroy any Discloser's Confidential Information then in its possession or control. Recipient acknowledges that remedies at law may be inadequate to provide Discloser with full compensation in the event of a material breach of any confidentiality and nondisclosure obligations herein without bond or other security obligation, to seek injunctive relief in the event of any such breach.

8. Client Data; Client Feedback

8.1 Client acknowledges and agrees that ASTERRA will handle and use (by itself or by using



trusted third-party service providers) the data that the Client feeds to the Platform (or that ASTERRA feeds to the Platform on Client's behalf) ("**Client Data**") and the data and output generated by the Platform when used by the Client, as follows:

- (a) To provide the Services to the Client, conduct administrative and technical activities necessary to maintain and provide the Services and to improve and customize the Services;
- (b) To conduct analysis or generate metrics related to the Services;
- (c) For commercial and marketing purposes, publication of case studies and white papers regarding the Services itself (only in a form not identifying the Client and not disclosing any Client-specific output generate by the Platform unless specifically approved by the client);
- (d) To bill and collect fees (if applicable), to enforce this Agreement, and to take any action in any case of dispute or legal proceeding of any kind involving the Client with respect to this Agreement;
- (e) To prevent fraud, misappropriation, infringements, and other illegal activities and misuse of the Services;
- (f) To develop new products, features, and services, and for research and testing, provided that no information identifying the Client is publicly shared without prior authorization from the Client.

The Client will not be entitled to any remuneration from ASTERRA for the foregoing uses.

8.2 ASTERRA may, but are under no duty to, review Client Data made available through the Service. We may, in our sole discretion, temporarily or permanently delete or block

access Service, if we find that it violates these Terms or for any other reason

8.3 Client may provide ASTERRA with information or content concerning enhancements, changes, or additions to the Service or other Company offerings, that are requested, desired or suggested by the Client or users on its behalf, including information pertaining to bugs, errors and malfunctions of the Service, performance of the Service, content and accuracy of the Service, the Service's compatibility and interoperability, and information or content concerning enhancements, changes or additions to the Service that Client requests, desires or suggests ("**Feedback**"). Client hereby assigns, without charge, all right, title and interest in and to the Feedback to ASTERRA, including the right to make commercial use thereof, for any purpose ASTERRA deems appropriate.

9. Intellectual Property

9.1 All rights, title and interest in and to the Service, Platform and the Service's software, including, without limitation, patents, copyrights, trademarks, trade names, service marks, trade secrets and other intellectual property rights, and any goodwill associated therewith, including computer code, graphic design, layout and the user interfaces of the Service, whether or not based on or resulting from Feedback, are and will remain at all times owned by ASTERRA, or licensed to ASTERRA.

All rights in and to the Service or Platform that are not expressly granted to Client in this Agreement are hereby reserved by ASTERRA.



9.2 Except for Client's limited access to use the Service during the Term, this Agreement does not grant or assigns to Client, any other license, right, title, or interest in or to the Service or Platform, or the intellectual property rights associated with them.

9.3 Client acknowledges and agrees solely in connection with Client's provision of the Service, ASTERRA is hereby granted a limited, revocable, nonexclusive, internal, and royalty-free license, solely during the Term to access, host and maintain Client Data for the strict limited purposes of delivering the Service to Client and supporting Client's use of the Service as described herein.

10. Disclaimer; Limitation of Liability; Indemnification

10.1 The Services, as set forth in this Agreement, include the provision of information and investigative output based on the technology developed by ASTERRA, and subsequent analyses, recommendations, evaluations, ranking reports, and guidance on best practices based on the foregoing. By their nature, the Services provided are solely decision making and support tools acquired by Client. Any and all acts, omissions decisions and performance by Client based on the Services provided to Client under this Agreement, are the sole responsibility of Client and such activity does not form any part of the Services. By signing the Agreement Client signals its understanding of the scope of the Services. The contract is with Utilis Israel Ltd., Utilis, Inc., Utilis SAR Ltd and Utilis Japan, as applicable, also doing business as ASTERRA.

10.2 LIMITATION OF LIABILITY. IN THE EVENT THAT, NOTWITHSTANDING THE TERMS ABOVE, ASTERRA IS FOUND LIABLE FOR DAMAGES OF ANY KIND BASED ON ANY THEORY OF LIABILITY (INCLUDING LIABILITY FOR NEGLIGENCE) CONNECTED AND/OR RELATED TO THE SERVICES COVERED BY THIS AGREEMENT, ASTERRA'S TOTAL AND AGGREGATE LIABILITY FOR SUCH DAMAGES SHALL NOT EXCEED THE PAYMENTS MADE BY CLIENT TO ASTERRA IN THE TWELVE MONTHS PRECEDING THE EVENT PURPORTEDLY GIVING RISE TO THE CLAIM.

10.3 EXCLUSION OF CONSEQUENTIAL DAMAGES. ASTERRA SHALL NOT BE LIABLE TOWARD CLIENT, OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE OR INJURY TO BUSINESS EARNINGS, LOSS OF DATA, LOST PROFITS OR GOODWILL AND/OR PERSONAL INJURY, SUFFERED BY ANY PERSON ARISING FROM AND/OR RELATED WITH AND/OR CONNECTED TO THE SERVICES COVERED BY THIS AGREEMENT, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, TORT, OR OTHERWISE, (INCLUDING NEGLIGENCE) EVEN IF ASTERRA IS ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

10.4 INDEMNIFICATION

10.4.1 Indemnification by ASTERRA. Subject to this Agreement and without derogating from the foregoing, ASTERRA shall defend and indemnify Client and its respective directors, officers, employees, consultants, successors and assigns (collectively "**Client Indemnitee**") from and against any claim by a third party alleging that the use of the Service as



contemplated under this Agreement, infringes a third party's patent, copyright, trade secret or other intellectual property rights which are enforceable in the jurisdictions in which the Client's support teams operate. Notwithstanding the foregoing, ASTERRA shall have no liability or obligation to Client Indemnitees with respect to any claim for infringement relating to: (1) Client's use of the Service in combination with other products not provided or endorsed by ASTERRA; (2) modifications or alterations of the Service which are not performed by ASTERRA or with its permission; (3) a breach or alleged breach by Client of its representations, under the Agreement; in any case of (1) – (3) above, only to the extent that the Service would not be infringing in the absence of such circumstances.

10.4.2 Indemnification by Client. Client shall defend, indemnify and hold harmless ASTERRA and its directors, officers, employees, and subcontractors (collectively "**ASTERRA Indemnitee**"), upon ASTERRA's request and at Client's expense, from, and against, any damages, liabilities, loss, costs, expenses and payments, including, but not limited to, reasonable attorney's fees and legal expenses, arising out of any claim, suit, action, arbitration or proceeding brought against ASTERRA Indemnitee, relating to: (a) a breach or alleged breach by Client of any of its representations, warranties, covenants or obligations hereunder; (b) infringement or misappropriation of any intellectual property rights by Client; (c) any negligence or willful misconduct of Client or its users or other representatives; or (d) any claims in connection with the Client Data.

10.4.3 The indemnified party shall promptly notify the indemnifying party in writing

of any claim for which it seeks indemnification hereunder; provided that the failure to provide such notice shall not relieve the indemnifying party of its indemnification obligations hereunder except to the extent of any material prejudice directly resulting from such failure. The indemnifying party shall bear full responsibility for, and shall have the right to solely control, the defense (including any settlements) of any such claim; provided, however, that (a) the indemnifying party shall keep the indemnified party informed of, and consult with the indemnified party in connection with the progress of such litigation or settlement and (b) the indemnifying party shall not have any right, without the indemnified party's written consent (which consent shall not be unreasonably withheld), to settle any such claim in a manner that does not unconditionally release the indemnified party. At the indemnifying party's request, the indemnified party will provide reasonable cooperation with respect to any defense or settlement.

11. Term and Termination

11.1 Unless otherwise specified in the applicable SOW, this Agreement commences upon the Client's date of signature herein or acceptance date by Client, as applicable. The Service shall commence on the date on which the relevant Service is 'live', being the first date on which the Client or the first of the Client's users is granted access to the Platform's data, upon a notice by ASTERRA to Client ("**Go – Live- Date**") and will continue for a period of twelve (12) months thereafter ("**Initial Term**"), at which point the subscription will automatically renew for an additional twelve (12) months period ("**Renewal Term**") (Initial Term and Renewal Term,



collectively, the “Term”), if not otherwise terminated earlier pursuant to this section 11 or if a Party has given a notice of non-renewal at least sixty (60) days prior to the end of the initial Term or Renewal Term.

11.2 Notwithstanding the foregoing, either party may terminate for a material breach by the other party unremedied for thirty (30) consecutive days after written notice thereof, at any time.

11.3 Either party may immediately terminate this Agreement if (A) any proceeding is commenced in good faith against the other party for any relief under any bankruptcy or insolvency law, or any law relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangement, composition, or extension of debts; (B) the other party commences proceedings for any relief under any bankruptcy or insolvency law, or any law relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangement, composition, or extension of debts; (C) there is issued a decree or order of a court having jurisdiction for the appointment of a receiver, liquidator, or trustee or assignee in bankruptcy or insolvency of the other party or of a substantial part of the other party’s property, or for the winding up or liquidation of the other party’s affairs; or (D) there is a general assignment by the other party for the benefit of creditors or the admission by the other party in writing of its inability to pay its debts generally as they become due.

11.4 Upon expiration or termination of this Agreement for any reason: (i) Client will not be able to access the Services and/or the data stored within the Platform, the Platform, ASTERRA’s support and any other software or

data related to the Service. Any and all data not exported by Client to Client’s own storage, shall no longer be available to Client afterward; and payment obligations of Client for Services provided through the date of termination will immediately become due. Client data will be accessible to a returning Client if they renew their subscription within 12 months of termination of their previous subscription

11.5 Upon expiration or termination of this Agreement and in any event, upon ASTERRA’s written request, Client shall return any and all Confidential Information including, but not limited to ASTERRA training materials, and any and all materials incorporating ASTERRA’s Confidential Information and all copies and derivatives thereof.

11.6 Sections 3-10, 11.4-11.6, 12 and 13 shall survive any termination or expiration of the Agreement for any reason.

12. **Governing Law**

The parties exclusively submit to the governing law of Delaware, and the exclusive jurisdiction and venue of the courts of the city of Wilmington, Delaware. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to this Agreement or the parties. Client shall comply with all applicable (including, all U.S. and applicable foreign) laws and administrative regulations relating to the control of exports of commodities and technical and/or personal data, and all laws directly or indirectly applicable to its activities hereunder or otherwise pursuant to or in connection with this Agreement, the Licenses



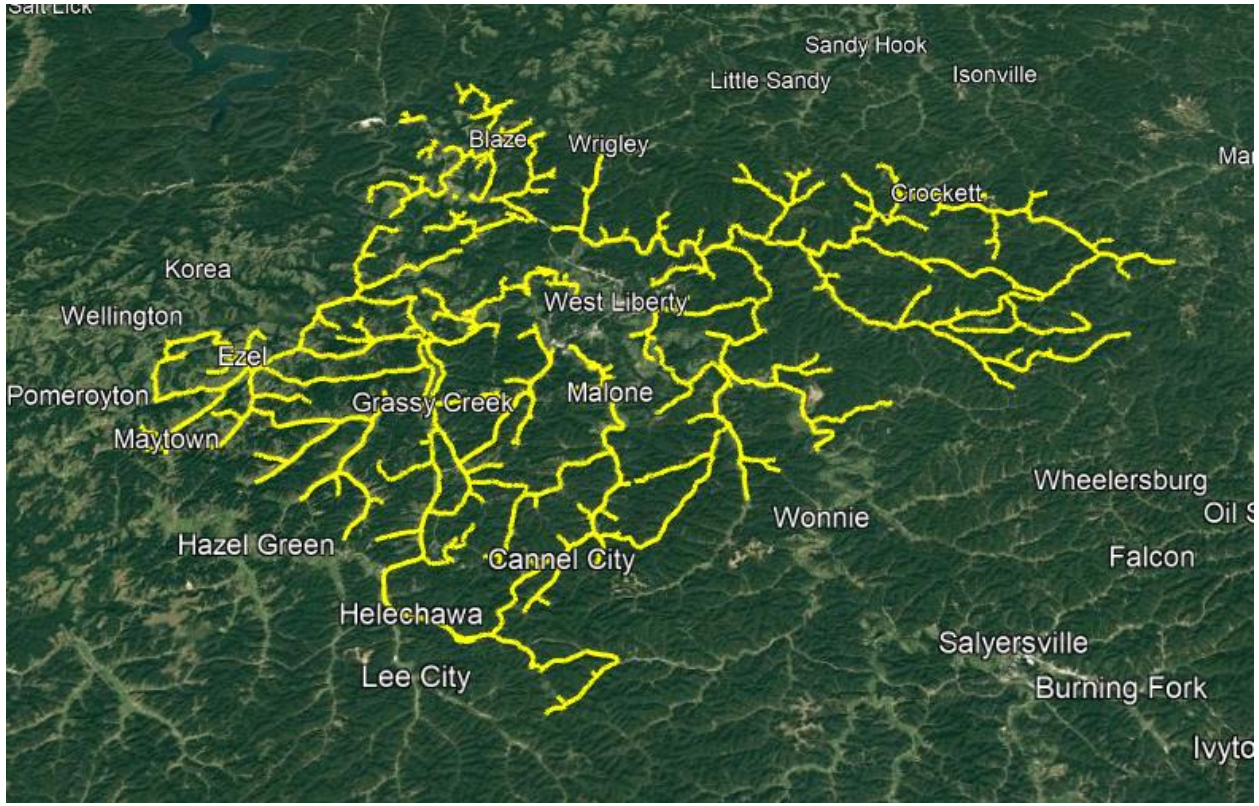
or use of any software, and the provision of any Services and/or support.

13. **Miscellaneous**

This Agreement may be amended by an authorized representative of each party in a duly executed written document referencing this Agreement and expressing the intent of each party to amend this Agreement. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and this Agreement shall be deemed amended to replace, to the extent legally permitted, the rights and obligations contained in such invalid or unenforceable provision. The invalidity or unenforceability of any provision shall not constitute a failure of consideration hereunder. Any failure or delay in exercising, or any single or partial exercise of, any right or remedy by either party hereto shall not be deemed a waiver of any further, prior, or future right or remedy hereunder, including the right of such party at any time to seek such remedies as may be available for any breach or breaches of such term or condition. Nothing in this Agreement shall make either party the agent of the other for any purposes whatsoever. Except to the extent such rights cannot be restricted by applicable law, neither party may assign, sublicense, or transfer this Agreement without the prior written consent of the other party, and any such attempt by a party to sublicense, assign or transfer any rights, duties, or obligations hereunder is null and void and subject to the other party's right to immediately terminate this Agreement. Notwithstanding the above, ASTERRA may assign, sublicense, or transfer this Agreement to an affiliate of ASTERRA or in connection with the

merger, acquisition, or sale of all or substantially all of the assets of ASTERRA relating to this Agreement. This Agreement entered into between the parties on or around the date of this Agreement, together with the signed SOW constitute the entire agreement and understanding of the parties relating to the subject matter hereof, superseding all prior or contemporaneous agreements, representations, promises, and understandings, whether written, electronic, oral or otherwise and any additional or conflicting terms contained in any other document (including, without limitation, any pre-printed, additional or conflicting terms on any Client purchase order, or acknowledgment from either party) shall be null, void and of no effect on either party.

ANNEX A – AREA OF INTEREST



ANNEX B - CSM SERVICES DESCRIPTION LIST AND SLA

Tier: Prevent

Standard Features:

- **System-Wide Advanced Temporal and Spatial Leak Analysis** - ASTERRA will provide the customer with a system-wide analysis of those locations identified as having a high probability of subsurface leakage using advanced temporal (data collected across time) and spatial (data collected across space) analysis.
- **Leak Location List with Prioritization** - Each customer will receive a list of potential leaks (Points of Interest, POI's) for leak detection investigation based on SAR algorithm results and machine learning. Each list can be prioritized based on piping attributes (pipe type, age, pressure, etc.) if available and provided by the client.
- **Customer Portal and Performance Dashboard (4 Licenses)** - Licenses for access to EO Discover, ASTERRA's Customer Portal and Performance Dashboard for tracking leak investigation results over the course of the subscription period.
- **U-Collect Software & U-View Software (4 Licenses)** - Access to field investigation input and viewing software.
- **On-Line Customer Support**
- **Customer Success Plan** - ASTERRA will provide each customer with a customized execution and success plan that will be reviewed and updated over the course of the subscription period.
- **Best Practice Tutorials (On-Line)** - ASTERRA will provide on-line tutorials which cover training and troubleshooting for the customer portal, U-Collect and U-View applications.

Additional Services available to the customer include:

Subcontracted Leak Detection Services - ASTERRA will provide the services of a preferred leak detection vendor subcontracted for 5-days/40-hour leak detection period. Following ASTERRA's best practices, identified leak locations will be investigated to pinpoint water loss. The schedule will be coordinated with the vendor and utility by ASTERRA Customer Success Manager.



Service Level Agreement (SLA)

This Service Level Agreement (“SLA”) is provided in connection with the Terms of Use governing the use of the ASTERRA’s Services and proprietary Platform (the “Software”). ASTERRA will endeavor to quickly respond to Software support requests and reported Software errors, bugs, or malfunctions (each, an “Inquiry”), and provide a solution to your Inquiry, as set forth in this SLA. Capitalized terms not defined herein shall have the respective meanings as set forth in the Terms of Use.

ASTERRA’s handling and resolution of Inquiries is subject to the following procedure and processes:

1. Inquiries shall be submitted to ASTERRA’s helpdesk by e-mail (csm@ASTERRA.io), or via the Client’s portal help feature, during ASTERRA’s standard business hours (9:00am to 5PM).
2. When ASTERRA receives notice of an Inquiry from you, along with all pertinent information at your disposal, regarding the Inquiry, ASTERRA will record the time in which the notification was received, during ASTERRA’s business hours indicated above (if the Inquiry is received by ASTERRA outside of its business hours, the Inquiry receipt time will be recorded as 9:00 am on ASTERRA’s next business day - the “Opening Time”).
3. Upon receiving an Inquiry, ASTERRA, using its reasonable judgment, will classify the Inquiry’s severity level as Critical, High, Medium, or Low, in accordance with the following guidelines:
 - a. Critical – Complete failure of the Software.
 - b. High – Significant fault in one or more of the primary functionalities of the Software.
 - c. Medium – Features of the Software are partially malfunctioning.
 - d. Low – Minor error or malfunction in the Software.
4. “Response” is ASTERRA’s provision of a preliminary, interim resolution or workaround for the Inquiry, partially alleviating the symptoms reported in the Inquiry. ASTERRA’s response will be in writing via email or via phone contact from the Client’s assigned Customer Success Manager.
5. “Final Resolution” is ASTERRA’s provision of a permanent and full resolution to the Inquiry.

ASTERRA will endeavor, using commercial efforts, to respond to Inquiries as set forth below and to provide a Final Resolution. Response Times are specified in relation to the Opening Time, as recorded in ASTERRA’s logs, as follows:

Priority	ASTERRA’s availability to commence handling the Inquiry	Response Time after Opening Time
Critical	ASTERRA’s business hours	8 hours
High	ASTERRA’s business hours	32 hours
Medium	ASTERRA’s business hours	3 business days
Low	ASTERRA’s business hours	2 business weeks