

## MASTER PURCHASE, LICENSE AND SERVICES AGREEMENT

THIS MASTER PURCHASE, LICENSE AND SERVICES AGREEMENT is effective as of the last signature date below (“**Effective Date**”) and is between Inter-County Energy Cooperative Corporation, (“**Customer**”) with principal offices located at 1009 Hustonville Road, Danville, KY 40422, and Landis+Gyr Technology, Inc., a Delaware corporation (“**Landis+Gyr**”) with principal place of business at 30000 Mill Creek Avenue, Suite 100, Alpharetta, GA 30022.

**WHEREAS**, Customer desires to engage Landis+Gyr to perform Services and to provide Products to Customer for the provision of a RF Mesh solution as referenced in this Agreement for Customer’s deployment and implementation of the Advanced Metering Infrastructure (AMI) system.

**WHEREAS**, Landis+Gyr will supply to Customer the Products and perform the Services as set forth herein and as described in the attached Exhibit(s) to this Agreement.

**NOW THEREFORE**, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

### 1. Definitions

The terms listed below are defined as follows:

- 1.1 “**Agreement**” means this Master Purchase, License and Services Agreement, including all exhibits and Statements of Work, which is by and between Customer and Landis+Gyr. In the event there are any conflicting provisions or requirements among the Agreement documents, the provision and requirements of the Agreement document shall be enforced in the following order of descending priority: (i) any amendment to this Agreement; (ii) the body of this Agreement; and (iii) any other document included as an Agreement document.
- 1.2 “**Customer Data**” means (i) any and all information related to the Customer’s customers, end user or consumers relating to electricity, natural gas and/or water consumption, load profile, billing history, or credit history that is or has been obtained or compiled by Customer in connection with supplying such services to that customer or group of customers (“**Personal Information**”) (regardless of the media in which it is contained) that may be disclosed to or accessed by Landis+Gyr at any time or to the Field Tools by Customer or its employees, agents, consultants, contractors, suppliers or customers in connection with Landis+Gyr’s performance of the Services; (ii) any and all Personal Information created, obtained, used or accessed by Landis+Gyr (or the Field Tools) in its performance of the Services, or derived from such information or materials; and (iii) all data and information of Customer, its employees or customers.
- 1.4 “**Deployed**” means Equipment, as applicable, that has been commissioned in the field and properly installed by the installation contractor, or Customer, and signed off by Customer as ready for use.
- 1.5 “**Documentation**” means any and all manuals, instructions, specifications and other documents and materials that Landis+Gyr provides or makes available to Customer in any medium and which describe the functionality, components, features or requirements of the Software, including any one or more of installation, configuration, integration, operation, use, support or maintenance thereof.

- 1.6 “**Endpoint**” means a sensory-type device, e.g., electric meter, water meter, gas meter, DA device, load control switch, etc., that is equipped with an AMI communication module.
- 1.7 “**Equipment**” means Network Equipment, Endpoints, and/or hardware that Customer purchases from Landis+Gyr.
- 1.8 “**Event of Bankruptcy**” means any of the following events or circumstances with respect to a party:
- (a) That party makes a general assignment for the benefit of creditors;
  - (b) That party institutes proceedings to be adjudicated a voluntary bankrupt, or consent to the filing of a petition of bankruptcy against it;
  - (c) That party is adjudicated by a court of competent jurisdiction as being bankrupt or insolvent;
  - (d) That party seeks reorganization under any bankruptcy act, or consent to the filing of a petition seeking such reorganization; or
  - (e) That party has a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in insolvency covering all or substantially all of such party’s property or providing for the liquidation of such party’s property or business affairs.
- 1.9 “**Field Tools**” means the Landis+Gyr proprietary field tools provided by Landis+Gyr hereunder, or which are obtained by Customer under this Agreement including Field Tools, Endpoint Test Manager and/or TechStudio for RF or their successors or replacements.
- 1.10 “**Firmware**” means software embedded in and provided with the Equipment.
- 1.11 “**Network Equipment**” means the Network Gateways, Routers that are or will be under this Master Agreement physically deployed in the Customer service territory. The term does not include the system backhaul, the network operations center, any system equipment that is not located in the Customer service territory, Meters, or any aspect or component of the system components that is not used by Customer.
- 1.12 “**Network Gateway**” means the Landis+Gyr two-way radio base station that transmits data between the Meters, Routers and the data center.
- 1.13 “**Meter**” means a device that measures the supply of electricity, gas, or water provided by Customer to Customer’s consumer.
- 1.14 “**Products**” means Equipment, Firmware, Software, and/or any other items purchased or licensed from Landis+Gyr under this Agreement.
- 1.15 “**Purchase Order**” means a Customer order, including, without limitation, a purchase order offered by Customer, to purchase Products or Services from Landis+Gyr that Landis+Gyr accepts. Each Purchase Order will be deemed to include the terms and conditions of this Agreement even if not referenced in a Purchase Order.
- 1.16 “**Router**” means Landis+Gyr-furnished Network Equipment that provides intermediate communication and data processing between Endpoints and Network Gateways. Routers may also communicate with other Routers.

- 1.17 “**Services**” means project management services, training, project delivery services, commissioning services, load control services, and/or other services described in Exhibit A.
- 1.18 “**Software**” means computer application and programs, including Field Tools, Load Control Software, in any form that Customer licenses from Landis+Gyr, referenced in Exhibit A.
- 1.19 “**System**” means Equipment, Firmware, Field Tools and Software purchased hereunder and used by the Customer to monitor and manage its consumer’s usage of Customer offerings.
- 1.20 “**Third Party Products**” means, if any, goods and software that Customer purchases or sub-licenses from Landis+Gyr that are not manufactured or provided by Landis+Gyr that display the logo or copyright of another manufacturer, or that are not proprietary to Landis+Gyr.

## **2. Orders; Cancellations and Modifications**

- 2.1 Equipment Forecasts. Within thirty (30) days after the Effective Date of this Agreement, Customer shall supply to Landis+Gyr a written forecast of total anticipated Landis+Gyr Equipment needs by month. Any changes to the Equipment forecast should also be furnished to Landis+Gyr. Failure to provide an accurate forecast, within reason, may negate the stated Landis+Gyr equipment lead times and may adversely impact delivery of product to Customer.
- 2.2 Written Orders. Customer may issue Purchase Orders to Landis+Gyr by mail, facsimile communication or electronic mail. Landis+Gyr may accept Customer’s Purchase Order by signing it, acknowledging it using facsimile or electronic mail, or by delivering the Products which Customer ordered. Customer’s Purchase Order will be accepted solely for purposes of establishing the items and quantities ordered and the desired shipment dates and shipment method. Customer’s desired shipment dates shall take into account Landis+Gyr’s current lead times at the time of the Purchase Order. Lead times will be provided to Customer by a Landis+Gyr representative and are defined as the cycle time from acknowledgement of Order to fulfillment of Order, assuming the Equipment was initially forecasted in accordance with Section 2.1. It is acknowledged by the parties that all instrument and documents issued or delivered by either party pursuant to this Agreement, including all Purchase Orders, order acceptance, order acknowledgements, invoices and other instruments (“**Order Documents**”) shall incorporate the terms and conditions of this Agreement, irrespective of whether any such Order Document expressly references this Agreement, and shall be subject to the terms and conditions contained in this Agreement. Any terms and conditions contained in an Order Document now or hereafter delivered by a party pursuant to this Agreement other than quantities, service description and other required details and shipping instructions, will not apply and each Party hereby waives and rejects all such terms and conditions.
- 2.3 Cancellation and Modifications. Customer may not cancel or modify an Equipment Order within sixteen (16) weeks prior to the scheduled delivery. Notwithstanding the foregoing, cancellation charges do not apply to Software or Services Orders.
- 2.4 Equipment Intellectual Property. Landis+Gyr retains ownership of all intellectual property rights in the Equipment. Customer agrees that Customer shall not, and that Customer shall not allow any third party, to attempt to reverse engineer, de-compile, or disassemble the Equipment or the Firmware or otherwise discover the trade secrets in the Firmware for any reason.

## **3. Shipment**

- 3.1 Shipments. Landis+Gyr will ship or deliver Equipment to Customer’s warehouse or other location designed by Customer. All Equipment will be shipped to Customer DAP (Delivery At Place) in full truckload shipments in accordance with INCOTERMS 2020; additional charges may apply if

actual shipment is less than a truckload to the extent applicable. Customer agrees to inspect Equipment within one (1) week of receipt and to promptly notify Landis+Gyr of any defects. Customer will be deemed to have accepted the Equipment unless Customer notifies Landis+Gyr within one week after receipt of the Equipment that the Equipment is rejected. The acceptance of any Equipment by Customer shall not preclude the subsequent removal thereof if such Equipment shall be found to be defective after installation; in such event, the Agreement's warranty terms shall apply.

#### **4. Prices and Taxes**

- 4.1 Prices. Customer's Purchase Order will state Product prices and, if the ordered Product is a Product described on Exhibit A hereto, if any, the Purchase Order will state the applicable price set forth thereon. If the Purchase Order does not state a Product price or is for a Product not set forth on Exhibit A, the price will be Landis+Gyr's then-current price. Landis+Gyr may increase Customer's price for items ordered by Customer but not included in Exhibit A if it increases its price after it accepts the Purchase Order, and the Purchase Order specifies delivery more than one hundred twenty (120) days after the price increase becomes effective. Landis+Gyr shall notify Customer of the price increase, and Customer shall have the option of cancelling or otherwise modifying its order, without penalty. Also, price increases for Services or Software licensed for a periodic fee will apply to subsequent billing periods. The above notwithstanding, set forth in Exhibit A are unit prices for Products contemplated in the event Customer expands its system.
- 4.2 Price Adjustment for Pricing in Exhibit A. Pricing by Landis+Gyr set forth in Exhibit A will remain firm for two (2) years from the Effective Date. Following year two (2), pricing set forth in the pricing table in Exhibit A shall be subject to an annual increase equal to the percentage annual adjustment in the CPI. The CPI will be obtained from U.S. Bureau of Labor Statistics ([www.bls.gov/cpi](http://www.bls.gov/cpi)) and is designated as of the June-to-June twelve-month percentage change to the Consumer Price Index – Urban Wage Earners and Clerical Workers, Not seasonally adjusted.
- 4.3 Taxes and Other Charges. Unless otherwise stated, Product and Services prices include shipment but does not include installation charges, charges associated with preparing the Customer site; and all taxes that relate to Customer's acquisition or use of Products and Services, including sales, use, VAT and property (ad valorem) taxes, other governmental charges and taxes, and assessments after audit. Customer agrees to pay those charges and taxes, except for taxes based on Landis+Gyr's net income. If Customer qualifies for tax exemptions, Customer must provide Landis+Gyr with appropriate exemption documentation. Without limiting the foregoing, Customer shall have the right to receive any Software or Documentation to be provided hereunder solely in electronic form.

#### **5. Invoice and Payment**

- 5.1 Invoice and Payment. Landis+Gyr will issue invoices to Customer for all amounts owed to Landis+Gyr hereunder in accordance with the Agreement. Invoices will be issued (i) for Equipment, upon shipment of the Equipment, (ii) for Services, 50% upon contract execution and the remaining 50% upon completion of the Services; and (iii) for Software license fees, in advance of delivery. Payment is due within thirty (30) days of the invoice date. Late payments will be subject to interest from the due date at the lesser of one percent (1%) per month or the maximum rate allowed by law.

#### **6. Software**

- 6.1 Firmware License. The Firmware is licensed to Customer, not sold. Customer is granted a perpetual, non-transferable, non-exclusive license to use the Firmware solely in connection with

Customer's use of the Equipment for use solely with Gridstream communication network. Customer understands and agrees that it is not permitted to distribute the Firmware in any form, or to use the Firmware except as it is embedded in the Equipment.

- 6.2 License to Software. Landis+Gyr hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable, limited license to install, execute and otherwise use the Software in object code form only in the Customer service territory on the terms of this license. Landis+Gyr hereby licenses the use of Software solely for use in conjunction with the System. Customer agrees that Customer shall not, and shall not allow any third party to (i) attempt to reverse engineer, de-compile, or disassemble the Software or otherwise discover the trade secrets in the Software for any reason, (ii) make alterations to, or modifications of the Software, in whole or part, or (iii) combine the Software, or any part of it with, or incorporate it in, any other programs without express permission from Landis+Gyr. Customer agrees not to copy Software without express written authorization from Landis+Gyr, except that Customer may copy the Software as required for backup, archival, testing, training and/or other similar purposes. Customer must reproduce and include the copyright notices on any such copies. Customer's employees, consultants and contractors (if any) shall be deemed authorized users of the Software provided that each such employee, consultant and/or contractor has agreed to comply with the terms hereof, and further provided that Customer remains liable for any breach of the terms of the license by such employee(s), consultant(s) or contractor(s).
- 6.3 Intellectual Property Rights. All proprietary and intellectual property rights in and to the Firmware and Software provided hereunder are owned by Landis+Gyr (or its third party licensors) and Landis+Gyr (and/or its third party licensors) retains title to the original Firmware and Software provided to Customer and any copies made from it.
- 6.4 Software Support and Maintenance Support. Upon payment of the applicable fees, Landis+Gyr will provide the Software support and maintenance services set forth in the separate Software Support and Maintenance Agreement (the "**Support Agreement**").
- 6.5 System Security. Customer acknowledges that Software may be accessible from the Internet if configured to do so by Customer. Customer is responsible for establishing system security that will allow only authorized users to access the Software.
- 6.6 Customer Responsibilities relating to Software. Except to the extent that Customer purchases Support and/or Maintenance services, Customer is responsible for, including but not limited to: (i) performing all system administration activities, reports and APIs utilizing the functionality built into the Software (if licensed) and loading it into Customer's systems, (ii) performing any exception processing that is associated with endpoints that do not have billing data available for a particular billing cycle window; (iii) purchasing, installing and physically maintaining all software System network communications infrastructure; (iv) purchasing, installing, configuring and maintaining all IT hardware needed to operate Software (if licensed) and related applications, (v) administering all Software logins and passwords for its personnel; (vi) handling all support for its own end-use consumers, including, without limitation, any matters relating to end-use consumer billing and utility usage; (vii) performing database administration such that database tables are archived/truncated to store no more than 90 days of data on-line at all times, (viii) installing and maintaining all Third Party Products and third party services, (ix) granting secure remote access to Software to authorized Landis+Gyr personnel if Customer hosts the Software, (x) allowing Landis+Gyr to run a read-only script on Customer's Software to collect key performance metrics to help monitor and troubleshoot issues, (xi) providing help desk support to Customer's own employees as well as assessing skill deficiencies and readdressing training with Customer's own employees, (xii) reporting incidents to Landis+Gyr promptly upon Customer being aware of such incidents, (xiii) assigning appropriate priority to incidents, action items, and service requests, and

(xiv) notifying Landis+Gyr prior to any scheduled downtime (performed by Customer) on any Customer systems that could impact services provided by Landis+Gyr.

## 7. Services

7.1 **Services.** Landis+Gyr will provide the Services as set forth in Exhibit A or in a separate Statement of Work. Exhibit A sets forth the description of the Services, pricing, duration and any other terms specific to the Services described therein. To the extent Customer purchases software maintenance support, Landis+Gyr will provide the Maintenance Services set forth in the separate Maintenance Agreement. To the extent Customer purchases Software support, Landis+Gyr will provide the Support Services set forth in the separate Support Agreement.

## 8. Limited Warranties

8.1 **Equipment Limited Warranty.** Landis+Gyr represents and warrants that the Equipment, including Firmware will, during its applicable warranty period, (a) be new, (b) conform in all material respects with its specifications, (c) be free from all liens, claims and encumbrances and (d) not fail when Deployed in the field as a result of a material defect, provided that such Equipment is returned based upon the Return Materials Authorization (RMA) process. Units returned under warranty via an RMA to the designated Landis+Gyr facility will be repaired or replaced by Landis+Gyr and then returned to Customer as set forth in Section 8.2 below. The warranty period shall be calculated from date of shipment as follows: (i) for Tech Studio Communication Adapter, six (6) months, and (ii) for all other Equipment, 60 months.

### 8.2 RMA Process.

8.2.1 Within ninety (90) days of first becoming aware of such breach of warranty, Customer shall contact Landis+Gyr's customer support and request a return materials authorization form ("**RMA**"). After an RMA is issued, Landis+Gyr will provide Customer with shipping instructions, via email, for the warranted Equipment. Customer will remove and ship to Landis+Gyr, at Customer's expense, any such defective Equipment. Landis+Gyr shall repair or replace, at Landis+Gyr's option and expense, (and as Customer's sole and exclusive remedy for breach of any equipment warranty) the defective Equipment within ninety (90) days of receipt of such returned Equipment. Landis+Gyr shall ship the repaired or replaced warranted Equipment back to Customer, at Landis+Gyr's expense. Customer will reinstall the repaired or replaced warranted Equipment, at Customer's expense.

8.2.2 For Equipment that is found to be not under warranty, Landis+Gyr will at Customer's direction, (i) attempt repairs, upon Customer's written request, based on Landis+Gyr current prevailing rates or (ii) ship the non-warranted Equipment back to the Customer, at Customer's expense, or (iii) dispose of the Equipment.

8.2.3 Any repaired or replaced Equipment shall be warranted as set forth in this Section for a period equal to the greater of (i) the balance of the applicable warranty period relating to such Equipment or (ii) six (6) months from the shipment date to Customer.

8.2.4 If more than three percent (3%) of Meters returned by Customer for the prior twelve (12) month period have no defect ("**Non-Defective Equipment**"), then Customer will pay twenty-five dollars (\$25.00) per Meter (subject to a CPI increase) above that three percent (3%) threshold to cover Landis+Gyr's costs of handling and testing the Non-Defective Equipment.

- 8.2.5 ALL CLAIMS FOR BREACH OF WARRANTY MUST BE RECEIVED BY LANDIS+GYR NO LATER THAN THIRTY (30) DAYS AFTER THE EXPIRATION OF THE WARRANTY PERIOD.
- 8.3 Software Limited Warranty and Software Remedy. Landis+Gyr warrants that all Software will materially comply with its specifications, Documentation and functional requirements for a period of thirty (30) days from delivery. As sole remedy for defective Software, Landis+Gyr will use commercially reasonable efforts to remedy the performance associated with the Software within forty-five (45) days after written notice from Customer, unless such notice period is otherwise mutually extended. The limited warranties set forth in this Section 8.3 apply only if Customer: (a) notifies Landis+Gyr in writing of the warranty breach before the expiration of the Software Warranty Period; (b) has promptly installed all maintenance releases to the Software that Landis+Gyr previously made available to Customer at no cost; and (c) as of the date of notification, is in compliance with all terms and conditions of this Agreement (including the payment of all license fees then due and owing).
- 8.4 Services Warranty and Services Remedy. Landis+Gyr warrants that it will provide Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with the prevailing standards of its industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. The Services warranty period shall be ninety (90) days after performing a service except in the cases of installation services when applicable which shall be twelve (12) months from the date of installation. In the event of a breach of this warranty, Landis+Gyr shall re-perform the Services in a manner consistent with this warranty and cure such breach within thirty (30) days after written notice.
- 8.5 Warranty Limitations and Exclusions. Landis+Gyr's warranty obligations with respect to the Equipment and Software comprising the System do not apply to the extent a failure or warranty non-conformity is caused by: Customer's or a third party's infrastructure or data; Customer's or a third party's misuse of the equipment or software comprising the System; installation by Customer or a third party not in compliance with training or manuals provided by Landis+Gyr; operation, maintenance or use by Customer or third parties not in compliance with applicable training, manuals or specifications provided by Landis+Gyr; Customer's or a third party's neglect, modification, accident, vandalism or other intentional damage; exposure to adverse conditions exceeding performance levels required by applicable specifications; or any other limitation or exclusion described herein; data provided by Customer.
- 8.6 DISCLAIMER. OTHER THAN THE EXPRESS WARRANTIES SET FORTH HEREIN, LANDIS+GYR MAKES NO REPRESENTATIONS OR IMPLIED WARRANTIES TO CUSTOMER WITH RESPECT TO ANY EQUIPMENT, NETWORK EQUIPMENT, FIELD TOOLS, SOFTWARE, FIRMWARE AND/OR SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT OR WARRANTIES THAT MAY BE IMPLIED BY TRADE USAGE OR CUSTOM.
- 8.7 Third Party Products. The warranties provided by Landis+Gyr do not extend to third party products that are manufactured by a third party. For avoidance of doubt, Landis+Gyr makes no representations or warranties with respect to any third party product. Landis+Gyr will use commercially reasonable efforts to assign to Customer the warranties provided by such third party.
- 8.8 Exclusive Remedies. Each party's rights and remedies set forth in this Section are exclusive and in lieu of all other rights and remedies with respect to breaches of warranties.

## 9. General Indemnity; Infringement Indemnity

- 9.1 General Indemnity. Each party (the “**Indemnifying Party**”) will indemnify and defend the other party and its officers, directors, shareholders, agents, employees, and representatives (collectively, the “**Indemnified Party**”) from all third party claims, and related liabilities, fines, interest, costs, expenses and damages (including reasonable attorneys’ fees) incurred by the Indemnified Party (collectively, the “**Indemnified Losses**”), for any property damage, injury, death, loss or destruction of any kind to persons or property, to the extent the damage, injury, death, loss or destruction arises out of or is related to the gross negligence, willful misconduct or misrepresentation on the part of the Indemnifying Party or any of its servants, representatives, agents, employees or contractors.
- 9.2 Infringement Indemnity by Landis+Gyr. Landis+Gyr agrees to indemnify and defend Customer and its officers, directors, shareholders, agents, employees, and representatives from and against any Indemnified Losses resulting from a third party claim alleging that any Products or any resulting use of the Products constitutes an infringement of any United States patent or copyright or misappropriation of any trademark or trade secret, or constitutes a breach of any intellectual property right of any third party (an “**Infringement Claim**”).
- 9.3 Remedies for an Infringement Claim. If the sale or use of any of the Products is enjoined in connection with any such Infringement Claim, Landis+Gyr agrees to, at its option, without cost or expense to Customer:
- (a) procure for Customer and its end users the right to use such Products and Services at no cost to Customer and its end users;
  - (b) replace such Products with equivalent non-infringing products that perform the same or materially same function as the Products being replaced; or
  - (c) modify such Products so they become non-infringing provided that such modification does not render such Products unacceptable to Customer.

Notwithstanding the foregoing, Landis+Gyr will have no liability pursuant to this Section or otherwise for any Infringement Claim to the extent such a claim is caused by (i) the misuse or unapproved modification of the Products or Services by or at the direction of Customer (ii) the failure of Customer to use corrections or enhancements made available to Customer at no cost to Customer, where such corrections or enhancements would have remedied such Infringement Claim or (iii) use of the Products in combination with other equipment or software not provided by Landis+Gyr but only to the extent such claim is attributable to the combination or other equipment or software and if such claim would have been avoided but for such combined use. Customer will consult with Landis+Gyr, as the subject matter expert in this space, before making any unilateral change(s) to the operating environment (such as Microsoft). If Landis+Gyr advises Customer that making the proposed change(s) would likely lead to an Infringement Claim and Customer moves forward with those changes despite Landis+Gyr’s advisement, then Landis+Gyr will have no liability pursuant to this Section or otherwise for any resulting Infringement Claim. Excluding the indemnity obligation owed by Landis+Gyr to Customer, this Section 9.3 sets forth the entire liability of Landis+Gyr with respect to an Infringement Claim.

- 9.4 Indemnification Procedures. The party seeking indemnification will promptly notify the Indemnifying Party in writing of any Claims for which such party seeks indemnification pursuant to this Section 9 and cooperate with the Indemnifying Party at the Indemnifying Party’s sole cost and expense. The Indemnifying Party will immediately take control of the defense and investigation of such Claim and will employ counsel reasonably acceptable to the other party to handle and defend the same, at the Indemnifying Party’s sole cost and expense. The Indemnifying Party will



not settle any Claim on any terms or in any manner that adversely affects the rights of the other party or any Indemnitee without the other party's prior written consent, which will not be unreasonably withheld or delayed. The other party and any Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. A party's failure to perform any obligations under this Section 9.4 will not relieve the Indemnifying Party of its obligations herein except to the extent that the Indemnifying Party can demonstrate that it has been prejudiced as a result of such failure.

9.5 Exceptions and Limitations on Indemnification. Notwithstanding anything to the contrary in this Agreement, the Indemnifying Party is not obligated to indemnify or defend Indemnified Party against any claim (whether direct or indirect) if such claim or corresponding Indemnified Losses arise out of or result from Indemnified Party's:

- (a) gross negligence or more culpable act or omission (including recklessness or willful misconduct); or
- (b) use of the Products in any manner that does not materially conform with the usage guidelines or specifications provided by Landis+Gyr.

## **10. Term; Termination**

10.1 Term. This Agreement shall become effective on the Effective Date and continue in full force and effect for three (3) years unless sooner terminated in accordance with the provisions hereof. Thereafter, the term shall renew on a year to year basis unless either party receives written notice from the other of the other party's intent to terminate the Agreement upon the expiration of the then current one (1) year term. Such notice shall be delivered no later than sixty (60) days prior to the expiration of the then current one (1) year term.

10.2 Right to Terminate. Prior to the expiration of the initial three (3) year term, either party may terminate this Agreement upon sixty (60) days prior written notice to the other party for failure of such party to fulfill any of its material obligations hereunder. In the event that the breaching party corrects the breach within the sixty (60) day period, this Agreement shall continue in full force and effect as it would have had such breach not occurred. Failure to perform due to a force majeure shall not be considered a substantial or material default under this Agreement. A party hereto may, at its option, terminate this Agreement upon an Event of Bankruptcy of the other party.

10.3 Termination for Non-Approval. Customer shall have the right to terminate this Agreement, or any Exhibit to this Agreement with sixty (60) days prior written notice if the Public Service Commission of Kentucky ("PSC") does not provide Customer with permission to proceed with this Agreement.

10.4 Effect of Termination. The expiration or termination of this Agreement, for any reason, shall not release either party from any liability to the other party, including any payment obligation that has already accrued hereunder. If Customer shall terminate this Agreement other than for reasons of a default by Landis+Gyr, Customer shall upon such expiration or termination, within 30 days, at Landis+Gyr's option and at Customer's expense, return to Landis+Gyr or destroy all materials containing Landis+Gyr's Confidential Information.

10.5 Survival. The provisions of Section 1, 6 through 10, and 12 through Section 15 shall survive the expiration or earlier termination of this Agreement for any reason, provided that with respect to Section 12, each party's obligations under this Section 10.4, shall survive the expiration or earlier termination of this Agreement for a period of two (2) years from the date of such expiration or

termination, except for Confidential Information that constitutes a trade secret under any applicable law, in which case, such obligations shall survive for as long as such Confidential Information remains a trade secret under such law.

## 11. Change Management Process

- 11.1 Change Management. If changes are requested by either party following the Effective Date, the requesting party shall provide a request to the other party's Project Manager or other designated staff in writing. The other party will analyze the impact and inform the other party's Project Manager of any impacts to cost, schedule, and other implications to perform the change. If both parties approve of the written change, accepted Change Requests will be deemed amendments to this Agreement and are incorporated into this Agreement by reference. Execution of the requested work cannot begin until both parties have accepted the change order in writing.

## 12. Governing Law; Submission to Jurisdiction

### 12.1 Governing Law; Submission to Jurisdiction.

- (a) This Agreement and all related documents, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Kentucky, without regard to Kentucky's conflict of laws principles. The Uniform Computer Information Transactions Act does not have any application to this Agreement.
- (b) Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Kentucky in each case located in Boyle County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein will be effective service of process for any suit, action or other proceeding brought in any such court.
- 12.2 Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

## 13. Confidentiality

- 13.1 Confidential Information. From time to time during the Term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") non-public, proprietary, confidential information about its business affairs, products, services, confidential intellectual property, trade secrets, third party confidential information and other sensitive or proprietary information in oral, written, electronic or other intangible form marked or indicated as "**Confidential**" or "**Proprietary**" at the time of disclosure (collectively, "**Confidential Information**"). Confidential Information, however, shall not include: (a) Information which is already generally available to the public; (b) Information which hereafter becomes generally available to the public, except as a result of the direct or indirect action of the Receiving Party in breach of this Agreement; (c) Information known to the Receiving Party or its Representatives on a non-confidential basis prior to receipt by the disclosing party; (d) Information that is independently developed without access to the Disclosing Party's Confidential Information; and (e) Information disclosed under legal or regulatory compulsion; provided, however, that prior to a disclosure pursuant to an order or applicable law or regulation, the Receiving Party, to the extent permitted by law, promptly provides the other party written notice of such proposed disclosure and reasonably cooperates with the other party in its attempts to limit or prevent such

disclosure. The Receiving Party shall use the Confidential Information solely for the performance of this Agreement and shall not disclose or permit access to Confidential Information other than to its Affiliates and its or their employees, officers, directors, attorneys, accountants and financial advisors (including insurers) (collectively, “**Representatives**”) who: (a) need to know such Confidential Information for the performance of this Agreement; (b) know of the existence and terms of this Agreement and (c) are bound by confidentiality obligations no less protective of the Confidential Information than the terms contained herein. These non-disclosure obligations shall survive the termination of this Agreement and shall continue for a period of five (5) years thereafter, except for Confidential Information that constitutes a trade secret under any applicable law, in which case, such obligations shall survive for as long as such Confidential Information remains a trade secret under such law. Information need not be marked “Confidential” to be considered Confidential Information. “Confidential Information” includes any Confidential Information disclosed prior to the effective date of this Agreement.

- 13.2 Safeguarding Confidential Information. The Receiving Party shall safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. The Receiving Party shall promptly notify Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to cooperate with Disclosing Party to prevent further use or disclosure. The Receiving Party will be responsible for any breach of this Agreement caused by its Representatives.
- 13.3 No Rights in Confidential Information. Customer and Landis+Gyr hereby acknowledge and agree that all Confidential Information of the other party shall remain the sole and exclusive property of such other party and that the Receiving Party shall have no proprietary rights, title or interests therein except as otherwise provided in this Agreement.
- 13.4 Termination. Upon termination for any reason, or at any other time that Customer or Landis+Gyr demands, the other party shall promptly deliver and/or certify destruction of Confidential Information, as appropriate, to the requesting party all Confidential Information (copies and originals) of the requesting party as may be in the other party’s possession or under its control.

#### **14. Limits of Liability**

- 14.1 EXCLUSION OF INDIRECT DAMAGES. EXCEPT WITH RESPECT TO A BREACH OF CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES THAT ARE INDIRECT, CONSEQUENTIAL OR PUNITIVE, INCLUDING, LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF BUSINESS OPPORTUNITY.
- 14.2 CAP ON DIRECT DAMAGES. EXCEPT WITH RESPECT TO (A) A BREACH OF CONFIDENTIALITY OBLIGATIONS, (B) OBLIGATIONS UNDER THIS AGREEMENT RELATED TO INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT, (C) PERSONAL INJURY OR DEATH OR DAMAGE TO ANY REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY EITHER PARTY’S GROSS NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF EITHER PARTY IN RESPECT OF ALL CLAIMS IN THE AGGREGATE, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, UNDER THIS AGREEMENT

SHALL BE LIMITED TO THE FEES PAID BY CUSTOMER TO LANDIS+GYR DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

**15. General**

15.1 Complete Agreement, Modification and Assignment. The parties agree that this Agreement and any ancillary agreements, exhibits or schedules constitutes the complete and exclusive agreement between them with respect to its subject matter and supersedes all previous understandings, negotiations, proposals, acknowledgements, and representations, whether oral or written with respect thereto. No modification of this Agreement will be effective unless it is in writing and signed by authorized representatives of Customer and Landis+Gyr. Customer may not assign this Agreement, a Purchase Order, or its rights or obligations under them without the express written consent of Landis+Gyr which shall not be unreasonably withheld. Any exhibit attached hereto is incorporated herein by this reference.

15.2 Notices. Notices, other than routine communications having no legal effect, shall be in writing and shall be sent by certified United States mail (return receipt requested), by guaranteed overnight delivery, by courier, or by confirmed facsimile addressed to the addresses set forth below:

For Customer:                    Inter-County Energy Cooperative Corporation  
    1009 Hustonville Road  
    Danville, KY 40422  
    Attn:  
    Facsimile No:

For Landis+Gyr:                Landis+Gyr Technology, Inc.  
    30000 Mill Creek Avenue, Suite 100  
    Alpharetta, GA 30022  
    Attn: Legal Department  
    Facsimile No: 678.258.1686

Notices sent in accordance with this Section 15.2 will be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile with confirmation of transmission, if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient; or (d) on the fifth (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid

15.3 Force Majeure. Except for payment obligations, neither party is liable for failing to fulfill its obligations due to acts of God, civil or military authority, war, riots, strikes, fire, epidemics, pandemics or outbreak of communicable disease, quarantines, or other causes beyond its reasonable control. To the extent a party is substantially delayed by force majeure from performing its obligations hereunder, such party shall give notice and details of the force majeure to the other party as soon as practicable, then the parties may extend the time for performance by written agreement. In the event it shall become impossible for Landis+Gyr or Customer to perform its respective obligations because of force majeure, then in such event the party so unable to perform may terminate this Agreement upon written notice to the other. In no event shall an event of force majeure excuse or delay the payment of any amount owed by one party to the other party under this Agreement.

- 15.4 No Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no party other than Landis+Gyr and Customer, or their successors, shall have any legally enforceable rights under this Agreement.
- 15.5 Headings. All headings used in this Agreement are for reference purposes only and are not part of this Agreement.
- 15.6 Waiver; Severability. No delay or omission by Customer or Landis+Gyr in enforcing its rights or remedies under this Agreement shall impair such right or remedy or be deemed to be a waiver thereof. Any waiver, in whole or in part of any provision of this Agreement will not affect or be considered to be a waiver of any other provision. No waiver of this Agreement shall be valid unless in writing and signed by the parties thereto. If any term of this Agreement is found to be unenforceable or invalid for any reason, such term shall not affect the other provisions, but such unenforceable term shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of Customer and Landis+Gyr set forth in this Agreement, and all other terms will remain in full force and effect.
- 15.7 Independent Contractor. Nothing in this Agreement shall be read as appointing either party as the agent or legal representative of the other party for any purpose whatsoever, nor shall either party hold itself out as such. This Agreement does not create and is not intended to create any express or implied relationship of joint ventures, partners, employer and employee, associates, or principal and agent between the parties, and both parties are acting as independent contractors and principals for their own accounts. Neither party is granted any right or responsibility for or on behalf of the other or otherwise to bind the other. In providing the Services and Products, Landis+Gyr shall have sole responsibility for all persons employed by it in connection with the performance of such Services; and, except as provided in this Agreement, Landis+Gyr shall solely determine the methods, details, and means of performing the Services.
- 15.8 **EEOC and Affirmative Action.**
- (a) **Landis+Gyr is in compliance with all of the laws and Executive Orders prohibiting discrimination, including but not limited to Title VII of the Civil Rights Act of 1964 as amended, the Civil Rights Act of 1991, 42 USC 2000(e), et seq., and all applicable state and local laws against discrimination.**
- (b) **Landis+Gyr and subcontractor, if any, shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**
- 15.9 Export Regulation. The Products, including any software, documentation and any related technical data included with, or contained in, such Products, and any products utilizing any such Products, software, documentation or technical data (collectively, “**Regulated Products**”) may be subject to US export control laws and regulations, including the Export Administration Regulations and the International Traffic in Arms Regulations. The Customer shall not, and shall not permit any third parties to, directly or indirectly, export, re-export or release any Regulated Products to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any Regulated Products is prohibited by applicable federal or foreign law, regulation or rule. The

Customer shall be responsible for any breach of this Section 15.8 by its, and its successors' and permitted assigns', affiliates, employees, officers, directors, partners/members/shareholders, customers, agents, distributors, resellers or vendors. The Customer shall comply with all applicable federal or foreign laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting or releasing any Regulated Products.

15.10 Publicity. Notwithstanding any other provision of the Agreement, Landis+Gyr shall not, without the Customer's prior written consent, publish any information pertaining to the Agreement, whether during the term of the Agreement or thereafter. Nor shall the Customer, without Landis+Gyr's prior written consent, publish any information pertaining to the agreement, whether during the term of the agreement or thereafter. Consent from either party will not be unduly withheld. However, neither Party shall be required to obtain the other party's prior written consent to any press release required by law or by the stock exchange on which it is listed or to any disclosure of information, documents or data to a Governmental Body with regulatory jurisdiction over Landis+Gyr.

15.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Agreement.

**Acknowledged and agreed by the authorized representatives of the parties.**

Landis+Gyr Technology, Inc.

Inter-County Energy Cooperative Corporation

Signature :

Signature :

Printed Name :

Printed Name :

Title :

Title :

Date :

Date :

Landis+Gyr Technology, Inc.

Signature :

Printed Name :

Title :

Date :



**EXHIBIT A TO MASTER AGREEMENT**

**PRODUCTS PRICING SCHEDULE AND  
DESCRIPTION OF SERVICES INCLUDED IN PRICING**

**A. Gridstream RF Solution Pricing**

The following table represents Products and Services for the proposed Gridstream RF System.

Description	Quantity	Unit Price	Extended Price
<b>Electric Meters with Communication Modules</b>			
RF FOCUS AXe-SD (Form 2S) - Assumes 100% Deployment	29,000	\$125.00	\$3,625,000.00
RF FOCUS AXe-SD (Form 2SE)	500	\$202.00	\$702,000.00
RF S4x (Forms 5S, 6S, 8/9S, 12S, 16S)	500	\$285.70	\$142,850.00
<b>Network Equipment</b>			
Network Gateway, 10-Foot Default Power Cable, 1 Series 5 Radio, 1 Cellular Modem, Utility Pole Mount	31	\$4,800.00	\$148,800.00
RF Router and Kit with 20-Foot Cable	460	\$1,545.00	\$710,700.00
<b>RF Tools</b>			
Tech Studio Software License (per user)	2	\$1,100.00	\$2,200.00
Tech Studio Annual Maintenance (per license)	Reference Support Agreement		
RF Field Toolkit	2	\$1,600.00	\$3,200.00
<b>AMI Software and Support</b>			
Command Center Monthly SaaS Fee (Based on 29,500 Endpoints)	Reference SaaS Agreement		
<b>Services and Training</b>			
AMI Project Delivery Services	1	\$69,000.00	\$69,000.00
40 Training Credits (optional for on-line training)	1	\$2,000.00	\$2,000.00
3 Day RF Command Center at Customer Site	1	\$12,500.00	\$12,500.00
3 Day Gridstream Network Deployment Training at Customer Site	1	\$12,500.00	\$12,500.00
<b>Miscellaneous</b>			



Customer Loyalty Discount	1	-\$25,000.00	-\$25,000.00
<b>Total</b>			<b>\$5,405,750.00</b>

### **Clarifications**

#### **Electric Meters with Communication Modules**

1. Pricing assumes the use of RF S4x and FOCUS AXe-SD meters, with 100% of residential meters having service disconnect. Pricing may be adjusted for less than 100% SD.
2. An RF FOCUS AXe (Form 2S) meter is also available for \$89.30 each.
3. An RF FOCUS Axe (Form 2SE-SD) meter is also available for \$202.00 each.
4. Additional electric meter options are as follows:

<b>FOCUS AXe/AXe-SD Residential Meter Options</b>	<b>Price</b>
Battery	\$5.00
Reactive Upgrade (KVA or KVAR)	\$20.00
Reactive Upgrade (KVA or KVAR) 100% Deployment	\$10.00
ANSI C12.18 Opti-Com Magnetic Port Short Cover	\$2.25
ANSI C12.18 Opti-Com Magnetic Port + Reconnect Arming Button Short Cover (FOCUS AXe-SD Only)	\$3.00
ANSI C12.18 Opti-Com Magnetic Port + Demand Reset Tall Cover	\$5.00

<b>S4x Polyphase Meter Options</b>	<b>Price</b>
Battery	\$5.00
1 MB Load Profile	\$50.00
3 Phase Power Supply	\$40.00
4-Output, 2-Input KYZ W/Cables	\$55.00

#### **Network Equipment**

5. Network Equipment quantities are approximations of required quantities and have been developed from the 23,037 electric meter locations provided by Customer. Approximately 3,000 endpoint locations were not included in the shape files provided by Customer. These meters are not included in the Network Equipment quantities shown. Additional Network Equipment may be required to support the additional meters.
6. Total Network Equipment and related installation quantities are capped at not to exceed 10% of the planned quantities defined in the Agreement. Landis+Gyr is responsible for any additional Network Equipment above 10%.

7. Network Equipment quantities are based on Routers being mounted at 20 feet above ground level (AGL). Alternate mounting locations, configurations and heights may require additional brackets, cables or antennas that are not included in this proposal. Actual Network Equipment quantities necessary for proper AMI System functionality may vary based on verification of final meter quantities, system analysis and requirements, approved survey locations, deployment approach, and system optimization needs.
8. Electric endpoints shall be deployed in a contiguous manner to enable adequate meshing.
9. Customer will provide WAN backhaul access to each Network Gateway.
10. Customer will provide new or existing poles, of an appropriate height, with 120/240V power source for installation of network equipment.
11. The need for external passive antennas, and quantities of such, will be determined during deployment.

### ***RF Tools***

12. TechStudio is a required field tool for the Landis+Gyr RF solution. Pricing includes one (1) license for each user instance of TechStudio.
13. The TechStudio Software License fee is a per-user license fee for the TechStudio software and does not include the cost of a computer or tablet on which to install the software.
14. TechStudio Annual Maintenance includes:
  - Upgrades to TechStudio throughout the year
  - Maintenance upgrades to licensed TechStudio software
  - Support for critical bug fixes
  - New Product Support as they become available
15. A fully executed Software License, and annual Support Agreement, must be in place prior to order processing for TechStudio software.
16. Each user of TechStudio must have a unique username and password of authentication with Command Center to use the tool. Maintenance charges are based on the total number of users set up for authentication.
17. TechStudio training is included in the RF Network Deployment course. A two-hour online TechStudio training course is available for \$200 per login.
18. An enterprise license of TechStudio software is available for an unlimited number of users for a one-time fee of \$53,000.00 and requires an annual maintenance fee of \$10,600.00.
19. An RF Field Tool Kit is also required to enable communications to the endpoint device.

### ***Software and Support***

20. WAN backhaul is the responsibility of Company unless mutually agreed upon that Landis+Gyr will provide the WAN backhaul as a complement to its SaaS offering. Additional fees will apply for WAN backhaul services.

21. As part of its standard solution offering, Landis+Gyr offers a suite of MultiSpeak and CIM-compliant APIs for Command Center. Integration support and/or interface development beyond these standard APIs can be priced based on a defined statement of work. For integration details, reference Landis+Gyr's Integration Suite Technical Brief.
22. The SaaS offering includes 90 days of online storage and up to 60 days of access to an UAT environment annually.
23. All services will be provided remotely.
24. Commercially available functionality for each module selected is included. Enhancements, integrations, custom adapters and/or custom reports require a separate scoping and pricing proposal.

## **EXHIBIT B TO MASTER AGREEMENT**

### **Software as a Service Agreement**

This Software as a Service Agreement (this “**SaaS Agreement**”), dated as of Effective Date, is by and between Inter-County Energy Cooperative Corporation, (“**Customer**”) and **LANDIS+GYR TECHNOLOGY, INC.** (“**Landis+Gyr**”) sets forth the Parties’ supplemental terms and conditions to the Master Purchase, License and Services Agreement by and between Landis+Gyr and Customer dated also as of the Effective Date (the “**Master Agreement**”) regarding SaaS Services. Defined terms used but not defined in this SaaS Agreement below have the meaning given to them in the Master Agreement. Any conflict between the terms and conditions of this SaaS Agreement and the Master Agreement, the terms and conditions of this SaaS Agreement shall govern those Services.

WHEREAS, Customer requires third-party hosted “software as a service” (the “**SaaS Services**,” as further described herein) with respect to certain of Customer’s information technology needs and related smart grid program;

WHEREAS, Landis+Gyr has agreed to provide the SaaS Services to Customer, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this SaaS Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions; Schedules.** Capitalized terms used herein and not otherwise defined will have the meanings set forth in this Section.

“**Access Credentials**” means any user name, identification number, password, and/or other access keys or controls for access and use of the SaaS Services.

“**Affiliate**” means any entity (including any person, without limitation, any corporation, company, partnership, limited liability company or group) that directly through one or more intermediaries, controls, is controlled by or is under common control with Landis+Gyr or Customer for so long as such control exists. For purposes of this definition, “control” means having more than fifty percent (50%) of the shares or other equity interest with voting rights in the legal entity or organization at issue.

“**Aggregated Statistics**” means data and information that is derived by or through Customer’s use of the SaaS Services that is used by Landis+Gyr in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the SaaS Service.

“**Applicable Data Privacy Laws**” means all applicable local, state, national and foreign laws that apply to the processing of Personal Data processed by Landis+Gyr to render the Services for the Customer, including but not limited to, laws of the European Union and/or their member states,

Switzerland and United Kingdom as they may be amended from time to time and in particular, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or “GDPR”).

“**Authorized Users**” means any Customer employee, consultant, contractor or agent (a) who are authorized by Customer to access and use the SaaS Services under the rights granted to Customer under this SaaS Agreement; and (b) for whom access to the SaaS Services has been purchased hereunder.

“**Business Day**” means a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by Law to be closed for business.

“**Cloud Software**” means cloud-based software to which Customer is provided access as part of the SaaS Service, including any updates or new versions.

“**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, relating to Customer’s end customers’ information relating to electricity, water or natural gas consumption, load profile, billing history, or credit history that is collected, downloaded or otherwise received, directly or indirectly, from Customer or an Authorized User by or through the SaaS Services or that incorporates or is derived from the Processing of such information, data or content by or through the SaaS Service.

“**Customer Systems**” means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services.

“**Documentation**” means any online user manuals for the SaaS Services as updated from time to time, that describes the functions, operation, and use of the SaaS Services, and that Lands+Gyr makes generally available to subscribers of the SaaS Services.

“**Endpoints**” means each of the following types of physical devices installed for use in the delivery of any commodity:

- i. a meter measuring the quantity of a commodity delivered, at a utility customer premise or at any other point within the distribution system, with respect to which the Cloud Software stores, processes, or makes accessible data specifically identified to that premise or distribution point for use in one or more of the utility operations the Cloud Software performs or supports; and
- ii. an unmetered supply point with respect to which the Cloud Software performs calculations of quantities of a commodity delivered in lieu of metering.

For avoidance of doubt, Endpoints do not include: aggregations of data from multiple Endpoints; interfaces between the Cloud Software and other systems or applications; sub-meters or devices installed at a utility customer premises beyond the meter; or devices only used to read, retrieve, or transmit data from Endpoints.

“**Error**” has the meaning set forth in Schedule A.

“**Error Correction**” has the meaning set forth in Schedule A.

“**Export Control Laws**” means all applicable export and re-export control laws and regulations, including (a) the Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce, (b) trade and economic sanctions maintained by the U.S. Treasury Department’s Office of Foreign Assets Control, and (c) the International Traffic in Arms Regulations (“ITAR”) maintained by the U.S. Department of State.

“**Harmful Code**” means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Services or Landis+Gyr Systems as intended by this SaaS Agreement. Harmful Code does not include any Landis+Gyr Disabling Device.

“**High Risk Activities**” means activities where the use or failure of the Services would reasonably be expected to result in death, serious personal injury or severe environmental or property damage (such as the creation or operation of weaponry).

“**Improvements**” means enhancements, extensions, modifications and new releases to the SaaS Services (other than Error Corrections) that Landis+Gyr elects to incorporate into the SaaS Service, and for which Landis+Gyr does not charge an additional fee.

“**Intellectual Property Rights**” means any and all intellectual property rights whether registered or unregistered, and all applications for and renewals or extensions of such rights, including rights comprising or relating to: (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith; (c) works of authorship, designs, copyrights and copyrightable works (including computer programs) and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all similar or equivalent rights or forms of protection.

“**Interfaces**” means Landis+Gyr’s file transfer communications interfaces and data feeds mechanisms between the Landis+Gyr Systems and the Customer’s Systems which are developed, operated, owned and maintained by Landis+Gyr pursuant to this SaaS Agreement including, as applicable, any configuration and customization required to meet the requirements of this SaaS Agreement, but excluding ownership of any customization that constitutes a component or derivative of Customer’s Systems.

“**Landis+Gyr Disabling Device**” means any software, hardware, or other technology, device, or means (including any back door, time bomb, time out, drop dead device, software routine, or other disabling device) used by Landis+Gyr or its designee to disable Customer’s or any Authorized User’s access to or use of the Services automatically with the passage of time or under the positive control of Landis+Gyr or its designee.

**“Landis+Gyr Materials”** means all devices, documents, data, know-how, methods, processes, software and other inventions, works, technologies and materials, including any and all Cloud Software, Documentation, computer hardware, programs, reports and specifications, client software and deliverables provided or made available to Customer in connection with Landis+Gyr’s performance of the Services, in each case developed or acquired by Landis+Gyr independently of this SaaS Agreement. For the avoidance of doubt, Landis+Gyr Materials include Aggregated Statistics and any information, data, or other content derived from Landis+Gyr’s monitoring of Customer’s access to or use of the Services, but do not include Customer Data.

**“Landis+Gyr Personnel”** means all employees and agents of Landis+Gyr, all subcontractors and all employees and agents of any subcontractor, involved in the performance of Services.

**“Law”** means any statute, law, ordinance, regulation, rule, code, order, constitution, common law, judgment, decree or other requirement or rule of any federal, state, local or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

**“Other Services”** means all technical and non-technical services performed or delivered by Landis+Gyr under this SaaS Agreement, including without limitation, implementation services and other professional services and training services further defined in Section 2.1, but excluding the SaaS Services and the Support Services. All Other Services will be provided on a non-‘work for hire’ basis.

**“Permitted Uses”** means any use of the Services by Customer or any Authorized User for the benefit of Customer in or for Customer’s internal business operations in accordance with the Documentation.

**“Person”** means an individual and any entity, including, but not limited to, any corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust or association.

**“Personal Data”** or **“PII”** means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**“Representatives”** means a party’s employees, officers, directors, consultants, legal advisors and, with respect to Landis+Gyr, Landis+Gyr’s subcontractors, and, with respect to Customer, solely those of Customer’s independent contractors or service providers that are Authorized Users.

**“Security Incident”** is an event that may indicate that an organization’s systems, networks, or data have been compromised or that measures put in place to protect them have failed. With respect to the information technology space, an event is anything that has significance for system hardware or software and an incident is an event that disrupts normal operations. Items included, but not limited to: malware infection, distributed denial of service attacks,

unauthorized access, insider breaches, destructive attacks, unauthorized privilege escalation, loss or theft of equipment.

**“Security Breach/Data Breach”** per NIST Special Publication (SP) 800-53. Definition: A data breach refers to any confirmed incident in which sensitive, confidential, or otherwise protected data has been accessed or disclosed in an unauthorized fashion. If a security incident results in unauthorized access to data, it can typically be classified as a security breach.

**“Services”** means the SaaS Services, the Support Services and the Other Services.

**“Support Services”** means the maintenance and support services for the SaaS Services as further defined in Schedule A.

**“Supported Release”** means versions of Cloud Software currently supported by Landis+Gyr. Landis+Gyr will support, at a minimum, the current generally available release in addition to the two (2) prior generally available releases of Cloud Software.

**“Suspend”** or **“Suspension”** means disabling or limiting access to or use of the SaaS Services or components of the SaaS Services.

**“Territory”** means the Customer’s service territory.

**“Third Party Materials”** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment or components of or relating to the Services that are not Proprietary to Landis+Gyr.

**“Upgrade”** means upgrading the Cloud Software to the most current generally available version.

## 2. **Services and Service Orders.**

2.1 **Description of Services.** Throughout the Term, Landis+Gyr will in accordance with all terms and conditions set forth in this SaaS Agreement and each applicable Service Order, provide to Customer and its Authorized Users the following services:

- a) Access, in accordance with Section 2.2 of this SaaS Agreement, to the software-as-a service online web-based offering described in a Service Order and subject to the terms of this SaaS Agreement updated with Error Corrections, Improvements or modifications to the content, functionality and user interface from time to time at Landis+Gyr’s discretion (the **“SaaS Services”**), which upon their execution, will be attached as a part of this SaaS Agreement.
- b) service maintenance and the Support Services as set forth in the applicable Service Order and the Service Level Agreement described in Schedule A; and
- c) such other services as may be specified in the applicable Service Order.

2.2 **SaaS Services Access License Grant.** Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this SaaS Agreement, during the Term, Landis+Gyr hereby grants to Customer and its Authorized Users a non-exclusive, worldwide, terminable license to access and use the SaaS Service, including in operation with other software, hardware, systems, networks and services for Customer’s business purposes. Landis+Gyr will provide the following services: infrastructure and infrastructure monitoring, technical support,



- backup and recovery, access training, and Cloud Software upgrades for Customer's productive use of such services.
- 2.3 Landis+Gyr will provide the SaaS Services for 24 hours a day, 7 days a week in accordance with the Service Level Agreement in Schedule A except for Scheduled Downtime, service downtime or degradation caused by a Force Majeure Event, including Customer's or any Authorized User's use of Third Party Materials, misuse of the Services, or use of the Services other than in compliance with the express terms of this SaaS Agreement and the Documentation.
- 2.4 Service and Systems Control. Except as otherwise expressly provided in this SaaS Agreement, as between the parties:
- 2.4.1 Landis+Gyr has and will retain sole control over the operation, provision, maintenance, and management of the Landis+Gyr Materials; and
- 2.4.2 Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Landis+Gyr Materials by any Person by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (i) information, instructions, or materials provided by any of them to the Services or Landis+Gyr; (ii) results obtained from any use of the Services or Landis+Gyr Materials; and (iii) conclusions, decisions, or actions based on such use. By granting Authorized Users access to the SaaS Service, Customer acknowledges and agrees that Customer's Authorized Users shall have access to Customer Data and that Landis+Gyr shall not be responsible or liable for any misuse of the SaaS Services or Customer Data by any such Authorized Users. For avoidance of doubt, the Services do not include managed services and Customer agrees that it will be responsible for monitoring its access to the platform and will promptly notify Landis+Gyr of any issues.
- 2.5 Documentation. Landis+Gyr represents and warrants that (i) the Documentation for the Cloud Software will accurately and completely describe the functions and features of the Cloud Software, including all subsequent revisions thereto and (ii) the Documentation will be understandable by a typical end user having commensurate skill with using and maintaining metering and monitoring systems technology and will provide Authorized Users with sufficient instruction such that an Authorized User will have a foundation to become self-reliant with respect to access and use of the Services. Customer will have the right to make any number of additional copies of the Documentation for internal business purposes at no additional charge.
- 2.6 Service Orders. Service Orders will be effective only when signed by Customer and Landis+Gyr. The initial Service Orders are attached hereto. Any modifications or changes to the Services under any executed Service Order will be effective only if and when memorialized in a mutually agreed written change order ("**Change Order**") signed by both Parties. Where a Change Order may result in an adjustment to fees, Landis+Gyr will provide a written estimate of such adjustment to Customer within a commercially reasonable period of time of Landis+Gyr's receipt of a Change Order. Upon approval of the written estimate to complete the Change Order, the parties will each ratify the Change Order indicating any adjustments to the fees, or delivery schedule.
- 2.7 Other Services Comprising of Professional Services. During the Term of this SaaS Agreement, Landis+Gyr may also perform certain Other Services comprising of implementation, consulting, training and/or support services as specified in mutually agreed upon written Statement of Work ("**SOW**"). Each SOW will contain a reference identifying it as a SOW under this SaaS Agreement

and will contain the following information, as applicable: a description of scope of the Other Services; the fees (including any Reimbursable Expenses), and any modifications to the ownership of Intellectual Property provisions of this SaaS Agreement.

- 2.8 No Software Delivery Obligation. Landis+Gyr has no software delivery obligation and will not ship copies of any of the Cloud Software used to provide the Services to Customer as a part of the Services or as part of any Deliverable under a SOW. Upon the end of the Service Order, Customer's right to access or use the Cloud Software specified in the Service Order and the Services will terminate.
- 2.9 Use of Subcontractors. Landis+Gyr may from time to time in Landis+Gyr's discretion engage third parties to perform Services (each, a "**Subcontractor**").
- 2.10 Designation of Responsible Contacts. Customer will provide Landis+Gyr with current appropriate contact information such that Landis+Gyr may communicate maintenance notifications, outages, support items and other communications under this SaaS Agreement to Customer on an ongoing basis.
- 2.11 Aggregated Statistics. Landis+Gyr may compile Aggregated Statistics based on Customer Data input into the SaaS Service. Customer agrees that Landis+Gyr may use Aggregated Statistics to the extent and in the manner permitted under applicable Law, provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

### **3. Customer Obligations**

- 3.1 Customer Systems and Cooperation. Customer, at all times during the Term to the extent applicable for the specific Service Order, will: (a) set up, maintain and operate in good repair and in accordance with the Documentation all Customer Systems on or through which the SaaS Services are accessed or used (including taking all necessary and current security industry standards into consideration and implementation to notify and mitigate any security vulnerabilities that could be introduced into the Landis+Gyr Systems); and (b) provide all cooperation and assistance as Landis+Gyr may reasonably request to enable Landis+Gyr to exercise its rights and perform its obligations under and in connection with this SaaS Agreement. To the extent it becomes necessary for Landis+Gyr to have access to Customer Systems in order to perform the Services in accordance with the Availability Requirements as set forth in the Service Level Agreement, Customer will provide Landis+Gyr with such access. Unless otherwise stated in a Service Order, Customer agrees that it will not send or provide Landis+Gyr access to any Personal Data, whether in data or any other form. Should Customer mistakenly provide Personal Data to Landis+Gyr (including, but not limited to, Personal Data where Customer has no legal ground to share with Landis+Gyr or to process otherwise), Customer will immediately notify Landis+Gyr in writing in accordance with the notice provisions herein, and reasonably cooperate with Landis+Gyr to take any mitigating actions deemed necessary to remove such PII from the Landis+Gyr Systems.
- 3.2 Effect of Delay. Neither party is responsible or liable for the portion of any delay or failure of performance caused in whole or in part by the other party's delay in performing, or failure to perform, any of Customer's obligations under this SaaS Agreement.
- 3.3 Privacy. Customer is responsible for any consents and notices required to permit (a) Customer's use and receipt of the Services and (b) Landis+Gyr's accessing, storing and processing of data

provided by Customer (including Customer Data, if applicable) under the SaaS Agreement. Customer shall comply with all applicable local, state, national and foreign laws in connection with its use of the SaaS Services, including those laws related to data privacy and the transmission of technical or personal data. Customer acknowledges that Landis+Gyr exercise no control over the content of the information transmitted by Customer through the SaaS Services.

- 3.4 **Suspension.** If Landis+Gyr becomes aware that Customer's use of the SaaS Services violates the Permitted Uses, Landis+Gyr will notify Customer and request that Customer correct the violation. If Customer fails to correct the violation within 24 hours of Landis+Gyr's request, then Landis+Gyr may Suspend all or part of Customer's use of the Services by use of a Landis+Gyr Disabling Device until the violation is corrected. Notwithstanding the preceding related to violations of the Permitted Uses, Landis+Gyr may immediately Suspend all or part of Customer's use of the Services by use of a Landis+Gyr Disabling Device if (a) Landis+Gyr reasonably believes Customer's use of the SaaS Services could adversely impact the SaaS Service, other customers' or their end users' use of the SaaS Service, or the Landis+Gyr network or servers used to provide the SaaS Service; (b) there is suspected unauthorized third-party access to the SaaS Service; (c) Landis+Gyr reasonably believes that immediate Suspension is required to comply with any applicable Law; or (d) Customer is in breach of Section 4.2 (Use Restrictions) or specific terms for the relevant Service Order. Landis+Gyr will lift any such Suspension when the circumstances giving rise to the Suspension have been resolved. At Customer's request, Landis+Gyr will, unless prohibited by applicable Law, notify Customer of the basis for the Suspension as soon as is reasonably possible.

#### **4. Authorization Limitations and Restrictions.**

- 4.1 **Authorization.** Subject to and conditioned on Customer's payment of the Fees and compliance and performance in accordance with all other terms and conditions of this SaaS Agreement, Landis+Gyr hereby authorizes Customer, to access and use, solely in the Territory during the Term, the Services and such Landis+Gyr Materials as Landis+Gyr may supply or make available to Customer for the Permitted Uses by and through Authorized Users in accordance with the Documentation and the conditions and limitation set forth in this SaaS Agreement or any Service Order. In addition, Customer is authorized to:
- (a) generate, print, copy, upload, download, store and otherwise process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the SaaS Services;
  - (b) prepare, reproduce, print, and download a reasonable number of copies of Documentation as may be necessary or useful for any Permitted Uses of the SaaS Services under this SaaS Agreement;
  - (c) access and use (i) the SaaS Services for production uses and (ii) any applications provided by Landis+Gyr as may be necessary or useful for the effective use of the SaaS Services for the Permitted Uses hereunder; and
  - (d) perform, display, execute, and reproduce and distribute and otherwise make available to Authorized Users, any Landis+Gyr Materials solely to the extent necessary to access or use the SaaS Services in accordance with the terms and conditions of this SaaS Agreement.
- 4.2 **Use Restrictions.** Customer will not and will not knowingly permit any other Person to access or use the SaaS Services or Landis+Gyr Materials except as expressly permitted by this SaaS

Agreement and/or any Service Order and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer will not, except as this SaaS Agreement or any Service Order expressly permits:

- (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the SaaS Services or Landis+Gyr Materials available to any third party that is not an Authorized User;
- (b) copy, modify or create derivative works or improvements of the SaaS Services or Landis+Gyr Materials;
- (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the SaaS Services or Landis+Gyr Materials, in whole or in part;
- (d) bypass or breach any security device or protection used by the SaaS Services or Landis+Gyr Materials or access or use the SaaS Services or Landis+Gyr Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;
- (e) use or authorize the use of the SaaS Services or Documentation in any manner or for any purpose that is unlawful under applicable Law.
- (f) remove, delete, alter or obscure any trademarks, Documentation, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any SaaS Services or Landis+Gyr Materials, including any copy thereof;
- (g) access or use the SaaS Services or Landis+Gyr Materials in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable Law;
- (h) access or use the SaaS Services or Landis+Gyr Materials for purposes of competitive analysis of the SaaS Services or Landis+Gyr Materials, the development, provision or use of a competing software service or product or any other purpose that is to Landis+Gyr's detriment or commercial disadvantage;
- (i) engage in cryptocurrency mining without Landis+Gyr's prior written approvals;
- (j) to transmit, store or process health information subject to the United States HIPAA regulations;
- (k) access or use of the Services for High Risk Activities; or
- (l) otherwise access or use the SaaS Services or Landis+Gyr Materials beyond the scope of the authorization provided in this SaaS Agreement or in any applicable Service Order.

4.3 Excess Use. If Customer's use of the SaaS Services exceeds the volume of use authorized in the applicable Service Order (including as to the number of Endpoints), Customer will pay Landis+Gyr the Fees attributable to the excess use in accordance with the applicable Service Order.

## **5. Term and Termination**

- 5.1 **Term.** This SaaS Agreement commences on the Commencement Date and continues until all Service Orders/SOW have expired or have been terminated. Except in the case of termination for breach by Landis+Gyr, within thirty (30) days of the date of termination, Customer must pay all amounts remaining unpaid for Services provided prior to the effective date of termination, plus related taxes and expenses.
- 5.2 **Term of Service Orders/SOWs.** The term of each Service/SOW will be as specified in the applicable Service Order/SOW. Except as otherwise specified in a Service Order, SaaS Services will automatically renew for additional one (1) year periods, unless either party gives the other notice of non-renewal at least ninety (90) days before the end of the relevant subscription term.
- 5.3 **Termination.**
- (a) Landis+Gyr may terminate this SaaS Agreement, effective on written notice to Customer, if the SaaS Services is being used by Customer in violation of applicable Law.
  - (b) Either party may terminate this SaaS Agreement, effective on written notice to the other party, if the other party materially breaches this SaaS Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; and
  - (c) Either party may terminate this SaaS Agreement, effective immediately upon written notice to the other party, if the other party enters into liquidation (apart from a solvent liquidation for the purposes of amalgamation or reconstruction) or is dissolved or declared bankrupt or has a receiver, administrator or administrative receiver appointed over all or part of its assets or enters into an arrangement with its creditors or takes or suffers any similar action.
- 5.4 **Effect of Termination or Expiration.** Upon any expiration or termination of this SaaS Agreement, except as expressly otherwise provided in this SaaS Agreement, all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate.
- 5.5 **Survival.** The terms, conditions and warranties contained in this SaaS Agreement that by their sense and context are intended to survive the performance thereof by either party hereunder will so survive the completion of the performance, cancellation or termination of this SaaS Agreement, including without limitation, Confidentiality, Infringement, Limited Warranties and Limitations of Liability.

## **6. Fees and Expenses**

- 6.1 **Invoices.** Invoices will be issued monthly in arrears for (i) the monthly SaaS Services fees (ii) for time and materials in a Statement of Work and (iii) Reimbursable Expenses based on expenses incurred in the previous month. Fees for fixed bid SOW's will be invoiced upon completion of the milestone as set forth in the applicable SOW. If Customer validly disputes any invoiced amount it will pay the undisputed amounts and provide written notice of the basis of that dispute to Landis+Gyr within thirty (30) days following delivery of that invoice. The parties will work diligently, promptly and in good faith to resolve any such disputes.

- 6.2 Fees. Customer agrees to pay for all services ordered as set forth in the applicable Service Order or SOW (the “Fees”). All Fees are due within thirty (30) days from the date of invoice.
- 6.3 Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available:
- 6.3.1 Landis+Gyr may charge interest on the past due amount at the rate of one percent (1%) per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law.
- 6.3.2 Customer will reimburse Landis+Gyr for all reasonable costs incurred by Landis+Gyr in collecting any late payments or interest, including reasonable attorneys' fees, court costs, and collection agency fees; and
- 6.3.3 if such failure continues for 7 days following written notice thereof, Landis+Gyr may Suspend performance of the SaaS Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Customer or any other Person by reason of such Suspension.
- 6.4 Fee Increases. Landis+Gyr's Fees are fixed for the duration described in the applicable Service Order. Thereafter, the fees are subject to an adjustment in accordance with the Service Order.
- 6.5 Reimbursable Expenses. If a Service Order and/or SOW permits reimbursement of expenses by Customer (“**Reimbursable Expenses**”), Landis+Gyr will be reimbursed for those reasonable expenses, at cost. In addition, if there are any system communication fees that are incurred by Landis+Gyr (i.e. long-distance charges), Landis+Gyr will invoice Customer monthly for the communications fees, which Customer agrees to pay.
- 6.6 Taxes. Customer is exclusively responsible for the collection and remittance of all sales and use, value added, duties, tariffs or other similar charges or taxes on the Services, other than taxes based upon Landis+Gyr’s income. All amounts set forth in an applicable Service Order/SOW are exclusive of taxes and taxes are not included in the Fees. Applicable taxes payable by Customer will be separately itemized on invoices sent to Customer.
7. **Intellectual Property Rights**
- 7.1 Services and Landis+Gyr Materials. Subject to the limited rights granted hereunder, all rights, title, and interest in and to the Landis+Gyr Materials, including all Intellectual Property Rights therein, are and will remain with Landis+Gyr and, with respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Materials. In addition to the foregoing, Customer acknowledges that Landis+Gyr will have the right to utilize data capture and analysis tools, and other similar tools, to extract, compile and analyze the Aggregated Statistics.
- 7.2 Ownership of Customer Data. As between Customer and Landis+Gyr and its Subcontractors, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject only to the limited license granted in Section 7.3. Customer will have sole responsibility for the accuracy, integrity and reliability of Customer Data. Customer acknowledges that Landis+Gyr exercises no control whatsoever over any Customer Data managed by Authorized Users while accessing the Service and that Customer is solely responsible for the Customer content.

7.3 Consent to Use Customer Data. During the Term of this SaaS Agreement, Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data as are necessary or useful to Landis+Gyr, its Subcontractors and the Landis+Gyr Personnel to enforce this SaaS Agreement and exercise Landis+Gyr's, its Subcontractors' and the Landis+Gyr Personnel's rights and perform Landis+Gyr's, its Subcontractors' and the Landis+Gyr Personnel's obligations hereunder as well as to use and display Customer Data incorporated within the Aggregated Statistics.

7.4 Feedback. At its option, Customer may provide feedback and suggestions about Services to Landis+Gyr ("**Feedback**"). If Customer provides Feedback, then Landis+Gyr and its Affiliates may use the Feedback without restriction and obligation to Customer.

## **8. Personal Data Privacy**

8.1 Personal Data Privacy. Customer acknowledges that Landis+Gyr may, where Customer acts as a data controller and Landis+Gyr as data processor in relation to any Personal Data under this SaaS Agreement, processes Personal Data in accordance with Landis+Gyr Cloud Data Processing and Security Terms.

## **9. Security Requirements**

9.1 Security Requirements. Landis+Gyr will employ security measures in accordance with Landis+Gyr's cybersecurity requirements which may be updated from time to time and which a current copy is set forth in Schedule C. The process described in Schedule C will be used when there are Security Incidents or critical vulnerabilities discovered that impacts or potentially impacts Landis+Gyr or Customer.

## **10. Disaster Recovery**

10.1 Disaster Recovery. Landis+Gyr will maintain reasonably prudent business resumption and disaster recovery plans and procedures. Upon request, Customer will have the right to review a summary of Landis+Gyr's then current plan. Landis+Gyr will test the operation and effectiveness of the plan at least annually. Upon request, Landis+Gyr will provide Customer with an annual summary audit report for disaster recovery effectiveness. If such tests reveal material deficiencies in the plan Landis+Gyr will respond with steps that will be taken to mitigate recovery deficiencies within a reasonable time frame. Landis+Gyr reserves the right to make the changes as required to the Disaster Recovery plan.

## **11. Mutual Indemnification**

11.1 Indemnification by Landis+Gyr. Subject to this SaaS Agreement, Landis+Gyr shall defend and indemnify Customer against any loss or damage (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("**Claims**") made or brought against Customer by a third party alleging that the use of the base SaaS Services as contemplated hereunder infringes a United States patent or copyright of a third party and pay all damages finally awarded by a court of competent jurisdiction attributable to such claim, or agreed to in a settlement by Landis+Gyr; provided, that Customer (a) promptly gives written notice of the Claim to Landis+Gyr; (b) gives Landis+Gyr sole control of the defense and settlement of the Claim; and (c) provides to Landis+Gyr all available information, assistance and authority to

defend; and (d) not have compromised or settled such proceeding without Landis+Gyr's prior written consent. Should the SaaS Services become, or in Landis+Gyr's opinion be likely to become, the subject of a claim for which indemnity is provided hereunder, Landis+Gyr will in its sole discretion either: (a) obtain for Customer the right to use the SaaS Services; or (b) replace or modify the SaaS Services so that it becomes non-infringing.

- 11.2 **Indemnification by Customer.** Subject to this SaaS Agreement, Customer shall defend and indemnify Landis+Gyr against any loss or damage (including reasonable attorneys' fees) incurred in connection with Claims made or brought against Landis+Gyr by a third party alleging that the Customer Data, the intellectual property rights of, or has otherwise harmed, a third party or breaches of the policy governing the acceptable use of the systems and the use restrictions listed in Section 4.2; provided, that Landis+Gyr (a) promptly gives written notice of the Claim to Customer; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle or defend any Claim unless it unconditionally releases Landis+Gyr of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance.
- 11.3 **Exceptions from Indemnification.** Landis+Gyr will have no liability for any infringement or claim which results from: (a) use of the SaaS Services in combination with any non-Landis+Gyr-provided or -recommended hardware, software, or data if such infringement or claim would not have occurred but for such combination; (b) Landis+Gyr's development of any Customer-specific changes or modifications to the SaaS Services or Other Services at Customer's request or instruction; or (c) use of the SaaS Services in a manner prohibited under this SaaS Agreement, in a manner for which the Cloud Software was not designed, or in a manner not in accordance with the Documentation if such infringement or claim would not have occurred but for such use. This Section states Landis+Gyr's entire liability, and Customer's sole remedy, with respect to any claim of infringement.

## 12. **Limitations of Liability**

- 12.1 **EXCLUSION OF DAMAGES.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 12.3, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS SAAS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS/REPUTATIONAL HARM, REVENUE, DATA OR USE INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 12.2 **CAP ON MONETARY LIABILITY.** IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS SAAS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED ONE (1) TIMES TOTAL AMOUNTS ACTUALLY PAID TO LANDIS+GYR UNDER THIS SAAS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 12.3 **Exceptions.** The exclusions and limitations in Section 12.1 and Section 12.2 do not apply to:



- 12.3.1 Losses arising out of or relating to a party's failure to comply with its obligations under Section 7 (Intellectual Property Rights) or Confidentiality provisions under the Master Agreement in relation to Services under this SaaS Agreement ; or
- 12.3.2 Losses arising out of or relating to a party's gross negligence or more culpable conduct, including any willful misconduct or intentional wrongful acts.

### **13. Warranties; Disclaimer**

- 13.1 Mutual warranty. Each party warrants that it has the status, authority and capacity to enter into this SaaS Agreement.
- 13.2 Landis+Gyr Warranty. Landis+Gyr warrants that (i) it will provide the Services in a professional workmanlike manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) that the SaaS Services will perform materially in accordance with the Documentation, and be available in accordance with the SaaS Services Availability Target, and (iii) it owns or otherwise has sufficient rights to the SaaS Services to grant the rights and licenses granted herein.
- 13.3 Additional Customer Warranty. Customer represents, warrants and covenants to Landis+Gyr that:
  - (a) Customer owns or otherwise has and will have the necessary rights, legal grounds and consents in and relating to the Customer Data so that, as received by Landis+Gyr and processed in accordance with this SaaS Agreement, Customer does not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any Applicable Data Privacy Laws or other rights of any third party or violate any applicable Law; and
  - (b) prior to Customer's delivery to Landis+Gyr of any Customer Data that is outside of the Landis+Gyr Systems, Customer will implement and maintain current industry state-of-the-art IT security and anti-virus measures to detect, prevent and remove Harmful Code, and to prevent the spread of Harmful Code between the Parties when accessing and/or exchanging data or software through the Interfaces or any other network connectivity.
- 13.4 DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, LANDIS+GYR MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LANDIS+GYR HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS WARRANTIES, OR CONDITIONS INCLUDING ANY REPRESENTATION, WARRANTY OR CONDITION OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. LANDIS+GYR DOES NOT WARRANT THAT THE OPERATION OF THE SAAS SERVICESOR CLOUD SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THEY WILL BE SUITABLE FOR OR MEET THE REQUIREMENTS OF CUSTOMER.

### **14. General Provisions**

- 14.3 Schedules and Exhibits. All Schedules that are referenced herein and attached hereto, or are signed by both parties on or after the Effective Date, are hereby incorporated by reference. The following Schedules and Exhibits are attached hereto and incorporated herein:

**Schedule A** Service Level Agreement and Support Services

**Schedule B** Service Order; Pricing

Landis+Gyr may update the terms set forth in Schedules A and B provided the updates do not (a) result in a material degradation of the overall security of the SaaS Service; (b) expand the scope of or remove any restrictions on Landis+Gyr's Processing of Customer Data as described in Landis+Gyr Cloud Data Processing and Security Terms, or (c) have a material adverse impact on Customer's rights in this SaaS Agreement. Such updates may be sent via a customer information letter (CIL).



**SCHEDULE A**  
**SERVICE LEVEL AGREEMENT**  
**AND**  
**SUPPORT SERVICES**

All capitalized terms that are not defined in this Schedule will have the respective meanings given to such terms in the SaaS Agreement.

1. Definitions. For purposes of this Schedule the following terms have the meanings set forth below.

“**Error**” means any reproducible material error or defect in the SaaS Services that causes it not to conform in material respects to the Documentation.

“**Error Corrections**” means modifications that correct Errors.

“**Service Levels**” means the defined Error severity levels and corresponding required service level responses and response times referred to in the Service Level Table.

“**Service Level Table**” means the table set out in Section 2.4.

“**Support Period**” means the Service Order Term as set forth in the applicable Service Order.

2. Availability Requirement. Subject to the terms and conditions of the SaaS Agreement and this Schedule, Landis+Gyr will use commercially reasonable efforts to make the SaaS Services Available, as measured over the course of each calendar month during the Support Period and any additional periods during which Landis+Gyr does or is required to perform any SaaS Services(each such calendar month, a “**Service Period**”), at least 99.5% of the time, excluding only the time the SaaS Services are not Available solely as a result of one or more Exceptions (“**Availability Requirement**”). “**Available**” means the SaaS Services are available and operable for normal access and use by Customer and its Authorized Users over the Internet in material conformity with the Documentation.

2.1 Exceptions. No period of SaaS Service degradation or inoperability will be included in calculating Availability Requirement to the extent that such downtime or degradation is due to any of the following (“**Exceptions**”):

- (a) Customer's use of the SaaS Services not in accordance with Permitted Uses;
- (b) failures of Customer's or its Authorized Users' Internet connectivity;
- (c) internet or other network traffic problems other than problems arising in or from networks actually or required to be provided or controlled by Landis+Gyr or its Subcontractor;
- (d) Customer's or any of its Authorized Users' failure to meet any minimum hardware or software requirements set forth in the Documentation;
- (e) Force Majeure Event;

- (f) Failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by Landis+Gyr pursuant to the SaaS Agreement or this Schedule.
- (g) Scheduled Downtime;
- (h) Suspension or termination of the SaaS Services pursuant to Section 3.4 of the SaaS Agreement; or
- (i) Time down required to install an emergency patch for a security vulnerability or similar emergency.

**3. Support and Maintenance Services.** Landis+Gyr will provide Landis+Gyr’s standard maintenance and support services for the SaaS Services (collectively, “**Support Services**”) during the support hours throughout the Support Period in accordance with the terms and conditions of this Schedule and the SaaS Agreement. The Support Services are included in the Services, and Landis+Gyr will not assess any additional fees, costs or charges for such Support Services.

**3.1 Support Service Responsibilities.** Landis+Gyr will:

- (a) respond to Support Requests in accordance with the Service Levels;
- (b) provide responsive telephone or email support as set forth in Section 3.6.
- (c) Provide online access to technical support bulletins and other user support information and forums, to the full extent Landis+Gyr makes such resources available to its other customers.

**3.2 Service Monitoring and Management.** Landis+Gyr will continuously monitor and manage the SaaS Services to optimize Availability (defined herein) that meets or exceeds the Availability Requirement. Such monitoring and management will include:

- (a) proactively monitoring on a twenty-four (24) hour by seven (7) day basis all SaaS Service, infrastructure and other components of SaaS Service security;
- (b) if such monitoring identifies, or Landis+Gyr otherwise becomes aware of, any circumstance that is reasonably likely to threaten the Availability of the SaaS Service, taking all necessary and reasonable remedial measures to eliminate such threat and ensure Availability;
- (c) if Landis+Gyr receives knowledge that the SaaS Service or any SaaS Service function or component is not Available (including by notice from Customer pursuant to the procedures set forth herein or in the applicable Service Order):
  - i. Landis+Gyr will confirm the outage by a direct check of the associated facility or facilities;
  - ii. if Landis+Gyr's facility check in accordance with clause (i) above confirms a SaaS Service outage in whole or in part: (A) notifying Customer pursuant to the procedures set forth herein or in the applicable Service Order that an outage has occurred,

providing such details as may be available, including a Landis+Gyr trouble ticket number, if appropriate, and time of outage; and (B) working all problems causing and caused by the outage until they are resolved as Critical Service Errors in accordance with the Support Request Classification set forth in the Service Level Table.

- iii. Landis+Gyr will continuously maintain the SaaS Services to optimize Availability that meets or exceeds the Availability Requirement. Such maintenance services will include providing to Customer and its Authorized Users:
  - a. such updates, bug fixes, enhancements, new releases, new versions and other improvements to the SaaS Service, that Landis+Gyr provides at no additional charge to Landis+Gyr's other similarly situated customers. Specific upgrades are set forth in the applicable Service Order; and
  - b. all such services and repairs as are required to maintain the SaaS Services or are ancillary, necessary or otherwise related to Customer's or its Authorized Users' access to or use of the SaaS Service, so that the SaaS Services operate properly in accordance with this SaaS Agreement and the Documentation.

3.3 Scheduled Downtime. Landis+Gyr will use commercially reasonable efforts to: (a) schedule downtime for routine maintenance of the Services outside of the hours of 7:00 AM – 7:00 PM Central Standard Time, Monday – Friday and (b) notify Customer at least 48 hours (via email) prior notice of all scheduled outages of the Services (“**Scheduled Downtime**”).

3.4 Service Levels.

Response times will be measured from the time Landis+Gyr receives a Support Request until the respective times Landis+Gyr has responded to that Support Request. Landis+Gyr will respond to all Support Requests within the following times based on Landis+Gyr's designation of the severity of the associated Error, in accordance with the Table below, subject to the parties' written agreement to revise such designation after Landis+Gyr's investigation of the reported Error and consultation with Customer:

Description of Incident	Supported	Initial Response	Subsequent Response	Target Restoration	Escalation
<p>Severity 1 (Critical)</p> <ul style="list-style-type: none"> <li>• Production system is completely down or unavailable.</li> <li>• Business critical applications or service severely impacted for which there is no reasonable work-around</li> <li>• an error with no reasonable work-around that results in a complete disruption of daily work</li> <li>• during a project or upgrade, a non-production environment issue that severely impacts system use and jeopardizes the ability to meet project schedule.</li> </ul> <p>Severity Level 1 issues must be reported by phone.</p>	<p>Non-stop 24/7/365</p>	<p>Within 60 minutes</p>	<p>every 2 hours</p>	<p>24 hours</p>	<p>Supervisor: Immediately  Manager: 30 minutes  Director: 1 hour  VP: at Directors discretion</p> <p>Utility may escalate at any time it feels unacceptable progress is being made</p>

Description of Incident	Supported	Initial Response	Subsequent Response	Target Restoration	Escalation
<p>Severity 2 (High)</p> <ul style="list-style-type: none"> <li>production system is functioning/available but significantly impacted with limited capabilities, or is unstable with major periodic interruptions</li> <li>significant degradation in performance</li> <li>major system feature/function failure for which there is no reasonable work-around</li> <li>during a project or upgrade, a non-production environment issue that meets the above definitions where resolution is needed to meet business objectives and the ability to meet project schedule.</li> </ul>	<p>As needed 24/7/365</p>	<p>Within 4 hours</p>	<p>1 calendar day</p>	<p>7 calendar days</p>	<p>Supervisor: 1 hour  Manager: 2 hours  Director: at Managers discretion  VP: at Directors discretion</p> <p>Utility may escalate at any time it feels unacceptable progress is being made</p>



Description of Incident	Supported	Initial Response	Subsequent Response	Target Restoration	Escalation
<p>Severity 3 (Medium)</p> <ul style="list-style-type: none"> <li>production system is still functioning but capabilities are moderately impacted, or the system is unstable with minor periodic interruptions or a minor loss of product functionality</li> <li>there is a low to medium impact to business functions but it is manageable using a reasonable work-around.</li> </ul>	During business hours	1 Business Day	3 Business Days	15 Business days	<p>If unable to be resolved, Severity 3 issues will be escalated to appropriate levels of leadership at the utilities request</p> <p>Utility may escalate at any time it feels unacceptable progress is being made</p>
<p>Severity 4 (Low)</p> <ul style="list-style-type: none"> <li>general usage question, request for information, reporting of a documentation error, or recommendation for a future product enhancement or modification. There is low-to-no impact on the business or the performance or functionality of the system.</li> </ul>	During business hours	3 Business Days	5 Business Days	As decided jointly between the business and utility	<p>If unable to be resolved, Severity 4 issues will be escalated to appropriate levels of leadership at the utilities request.</p> <p>Utility may escalate at any time it feels unacceptable progress is being made</p>



In order for Landis+Gyr to meet Target Response Times outlined above, Landis+Gyr customers should make contact via telephone to report Critical or High issues. Any resolution of such Cases may take the form of a written response, supplementary documentation, work-around, coding change, product patch, or other correctional aids, which Landis+Gyr will provide to Customer. Landis+Gyr will respond to and investigate any suspected Incident in the Cloud Software within the time provided above. Resolution of such Incidents may take the form of a written response, supplementary documentation, work-around, coding change, product patch, or other correctional aids, which Landis+Gyr will provide to Customer.

Should business requirements call for a more customized level of support, Landis+Gyr also offers Premium Support packages, which include dedicated technical support, client management and executive dashboard views to open technical views and more. Premium Support includes discounted rates for additional Smart Grid service offerings as well. Pricing for Premium Support is based on an agreed scope of work based on the options selected and can be quoted upon request.

### 3.5 Support Requests and Customer Obligations.

- (a) Support Requests. Customer may request Support Services by way of a Support Request. Customer will classify its requests for Error corrections in accordance with the severity levels classifications and definitions of the Service Level Table set forth in Section 3.4 (“**Support Request**”). Customer will notify Landis+Gyr of each Support Request by e-mail, telephone or such other means as the parties may agree to in writing. Customer will include in each Support Request a description of the reported Error and the time Customer first observed the Error. Customer agrees that Landis+Gyr may transfer Customer Data to any of Landis+Gyr’s Affiliates subsidiaries or group entities for customer support purposes even when such entities may be located outside the United States or Canada.
- (b) Customer Obligations. Customer will, by and through its employee or consultants provide Landis+Gyr with:
  - i. prompt notice of any Errors; and
  - ii. each of the following to the extent reasonably necessary to assist Landis+Gyr to reproduce operating conditions similar to those present when Customer detected the relevant Error and to respond to the relevant Support Request:
    - a. direct access to the Customer Systems and the Customer’s files and personnel;
    - b. output and other data documents and information, each of which is deemed Customer’s Confidential Information as defined in the SaaS Agreement; and
    - c. such other reasonable cooperation and assistance as Landis+Gyr may request.

3.6 Service Desk Contact Information. Landis+Gyr will provide Customer with access to the Service Desk. Landis+Gyr’s current Service Desk business hours are 7:00 AM to 6:00 PM Central Time, Monday through Friday, excluding Landis+Gyr observed holidays (available upon request) and weekends (“**Business Hours**”). In addition, emergency access to on-call personnel via Landis+Gyr’s Emergency Dispatch Service will be provided by Landis+Gyr from 6:01 PM through

6:59 AM, and 24 hours per day on weekends and holidays. Landis+Gyr will provide advanced troubleshooting, via telephone or e-mail, as deemed necessary by qualified Landis+Gyr Personnel, to resolve Customer issues.

3.7 Submission Method. Customer can contact the Service Desk through:

- i. Telephone direct dial-in at 888.390.5733;
- ii. Customer support portal, or
- iii. E-mail at support.na@landisgyr.com

All contact information is subject to change and update by delivery of notice and by posting on the Landis+Gyr Website at [www.landisgyr.com](http://www.landisgyr.com).

4. Backup and Recovery. The SaaS Services do not replace the need for Customer to maintain regular data backups or redundant data archives. Landis+Gyr will conduct or have conducted at minimum, daily backups of Customer Data and perform or cause to be performed other periodic backups (snapshots, differential backups, etc.). At least one backup will be stored online (directly accessible). Such copy will be less than one week old and may be overwritten as it is replaced with newer backups. Weekly backups are stored for a minimum of one month. Monthly backups are stored in a separate location for a minimum of one (1) year.

5. Business Continuity and Disaster Recovery Protection. Landis+Gyr will maintain an ongoing Business Continuity (“BC”) program (that includes Risk Assessment) and Disaster Recovery (“DR”) program for the SaaS Services and implement such plan in the event of unplanned interruption of the SaaS Service.

6. Communications. In addition to the mechanisms for giving notice specified in the SaaS Agreement, unless expressly specified otherwise in this Schedule or the SaaS Agreement, the parties may use e-mail for communications on any matter referred to herein.

**SCHEDULE B**  
**SERVICE ORDER NO. 1 AND PRICING**

This Service Order No. 1 is part of and incorporated into the SaaS Agreement. All capitalized terms that are not defined in this Schedule will have the respective meanings given to them in the SaaS Agreement. In the event of any conflict between the body of the SaaS Agreement and this Service Order B, the terms of this Service Order will govern.

**SCOPE OF SERVICE.** Landis+Gyr will provide Customer with access to Services on the terms and conditions set forth in the SaaS Agreement. Landis+Gyr will provide Services that will enable Customer to access the Cloud Software.

1. **Service(s) Description**

The Cloud Software provided to Customer consists of the following items:

- Command Center Production Environment
- Advanced Security
- Command Center Disaster Recovery Environment
- Command Center Test/Dev Environment

2. **Service Term**

The initial term for this Service Order begins on the Effective Date and ends one hundred and twenty (120) months thereafter (the “**Initial Service Order Term**”).

Upon expiration of the Initial Service Order Term, this Schedule B will automatically renew for successive one (1) year periods (each a “**Renewal Term**” and together with the Initial Service Order Term, the “**Service Order Term**”), unless a party provides the other party with written notice of its intent not to renew this Service Order at least ninety (90) days prior to the expiration of the then current term.

3. **Service Fee**

3.1 The Service fee for the initial year of this Service Order (the “**Initial Service Fee**”) payable by Customer to Landis+Gyr is:

- Production Environment (for up to 29,500 Endpoints) \$3,663.11 per Month

Additional Endpoints may be added to the Service Order for a fee of:

- Production Environment \$0.13 per month per Endpoint
- Customer is required to add additional Endpoints prior to beneficial use of such additional Endpoints. Actual fee will be determined by the total number of Endpoints deployed by

Customer, calculated and billed on a monthly basis and will include adjusted fees for the total number of deployed devices on the last business day of the previous month as indicated by the Cloud Software.

#### 4. **Price Increases**

Following the Initial Service Fee duration, Landis+Gyr is entitled to increase its Fees annually, with the policy to follow the amount of increase in the Consumer Price Index – All Urban Consumers of the Bureau of Labor Statistics of the U.S. Department of Labor for U.S. for All Items with Base Years 1982-1984=100. Those increases will be measured applying the twelve (12) month period ending in the month for which the most recent index results are available as of that anniversary of the Effective Date. In addition to this, Landis+Gyr is entitled to increase Fees once a year with an additional percentage on top of it with a maximum of 5%. Not raising fees is not a waiver of Landis+Gyr’s right to do so.

If Customer does not agree with this additional percentage, Customer has the possibility to object in writing within 30 days of receiving notice of this additional increase in Fees. Should Customer object timely, the Parties will discuss solutions.

#### 5. **Summary of Services Included in Service Order**

Services are detailed in the SaaS Agreement. Services specific to this Service Order are detailed below:

- 5.1 **Project Coordination.** To the extent applicable, Landis+Gyr will provide a project coordinator to provide direction to Customer relating to Services. Customer to provide primary point of contact to work with the project coordinator.
- 5.2 **Installation and Configuration.** Installing the Cloud Software in the data center with standard configurations. Custom configurations are available for an additional fee as detailed in an applicable SOW. Cloud Software includes Landis+Gyr Application Software, operating system software, database software and any software running in the Cloud.
- 5.3 **Upgrades.** Landis+Gyr and Customer will mutually agree on an upgrade schedule for Cloud Software. Services include at least one (1) Software Upgrade per calendar year. Customer agrees to remain on a Supported Release of Cloud Software. Cloud Software includes Landis+Gyr Application Software, operating system software, database software and any software running in the Cloud. Software DOES NOT INCLUDE any application or tools software running on local Customer computers or other Customer equipment including Mobile Administration Software (“MAS”) upgrades to handheld devices, endpoint programming software upgrades at the Customer site, Endpoint Test Manager (“ETM”), RadioShop, Tech Studio or Substation Processing Unit Software Upgrades. Customer acknowledges that new features may be added to the SaaS Services based on market demand and technological innovation. Accordingly, as Landis+Gyr develops enhanced versions of the SaaS Service, Landis+Gyr may cease to maintain and support older versions of the Cloud Software (“EOS/EOL”). Landis+Gyr will use commercially reasonable efforts to provide Support Services with respect to older version of the Cloud Software that may accompany the SaaS Service. Landis+Gyr shall have no obligation to support Cloud Software outside of Landis+Gyr’s stated EOS/EOL policy for the applicable Cloud Software. Such EOS/EOL policies shall be made available to Customer either in the accompanying Documentation or up on request and are subject to update from time to time in Landis+Gyr’s reasonable discretion with no less than a twelve (12) month EOS/EOL notification period.

- 5.4 Integration(s). Landis+Gyr will provide integrations to third party systems for an additional fee as detailed in the applicable SOW.
- 5.5 Data Availability. Landis+Gyr will make available on a live basis at least 45 days of Customer Data. Data older than 45 days will be archived and available to Customer upon request (additional fees may apply). Archive data will be retained for a minimum of one (1) year unless otherwise mutually agreed upon.
- 5.6 Monitor Network Gateway Communications (to the Extent Landis+Gyr is providing Backhaul Services). To the extent applicable, Landis+Gyr will monitor and support the backhaul services which facilitate communication to the Network Gateways on a 24/7/365 basis. Landis+Gyr will respond to any fault detected, troubleshoot the issue, and work with the service provider to resolve the issue. Should the backhaul fault detected result in a disruption or degradation of service such as loss of Network Gateway communication, Landis+Gyr will provide notification of service disruption to Customer.
  - 5.6.1 Monitor Individual Network Gateway Communications. As a premium service, Landis+Gyr can also offer Network Gateway monitoring which will monitor field area network communication beyond the network backhaul and identifies communication issues with individual Network Gateways. With this service, Landis+Gyr will monitor, troubleshoot, and provide notification of communication issues identified with individual Network Gateways on a 24/7/365 basis. Pricing for this offering can be provided upon request.
- 5.7 Process Network Gateway Communication Fees. Landis+Gyr will process and invoice for communication fees as applicable.

## 6. **Customer Responsibilities:**

- 6.1 Conduct Network Gateway Field Maintenance. Customer will perform field maintenance work on the Meters/modules and Network Gateways. This includes, but is not limited to, updating the Network Gateway, ETM, RadioShop and other Field Tools software to the latest version.
- 6.2 Interface Billing data to Customer Billing System. Customer is responsible for executing the Billing Extract file utilizing the functionality built into the Cloud Software and loading it into Customer's billing system. Customer is also responsible for any exception processing that is associated with endpoints that do not have billing data available for a particular billing cycle window.
- 6.3 Provide Network Gateway Communication. Customer is responsible for purchasing and physically maintaining all Network Gateway communications infrastructure as applicable.
- 6.4 Administer Login and Passwords. Customer is responsible for assigning security officer(s), administering all Cloud Software logins and passwords, to provide Customer-selected configurations and to maintain access rights for the Customer's employees.
- 6.5 Support Utility Consumer. Customer is responsible for handling all support for Customer's own end-use consumers. Landis+Gyr will not provide any support regarding billing inquiries or any other matter for end-use consumers.
- 6.6 Install and Upgrade Endpoint Programmer Software. Customer is responsible to load and maintain Endpoint Programmer Software on desired hardware at Customer's location including ETM, RadioShop, Tech Studio and other field tools.
- 6.7 Loading Files. Customer is responsible for loading MMF (Meter Manufacture Files), IIF (Interchange File Format) and CIF (Customer Information Files) files to Cloud Software.

- 6.8 Application Administration. Customer is responsible to provide Customer-selected configurations and maintain access rights.
- 6.9 Application Operations. Customer is responsible to provide daily business operations of the Cloud Software monitoring jobs; reporting; coordination of issues, etc.
- 6.10 IT coordination. Customer is responsible to coordinate management of interfaces to connected Customer Systems.
- 6.11 Upgrades. Customer is responsible to validate upgrades to Cloud Software.
- 6.12 No Collection or Storage of PII. The Services under this Service Order does not collect nor store Personal Data (also referred to as PII). Customer agrees that it will not send or provide Landis+Gyr access to any PII, whether in data or any other form. Customer agrees to be fully responsible for reasonable costs and other amounts that Landis+Gyr may incur relating to any such information mistakenly provided to Landis+Gyr or the loss or disclosure of such information by Landis+Gyr, including those arising out of any third-party claims. Should Customer mistakenly provide PII to Landis+Gyr, Customer will immediately notify Landis+Gyr in writing in accordance with the notice provisions herein, and reasonably cooperate with Landis+Gyr to take any mitigating actions deemed necessary to remove such PII from the Landis+Gyr Systems. Should Customer wish to utilize PII, it will enter into a separate Service Order for Landis+Gyr's Meter Data Management System Cloud Software.



## EXHIBIT C TO MASTER AGREEMENT

### LANDIS+GYR

#### SUPPORT AGREEMENT

This Exhibit C to Master Agreement Landis+Gyr Support Agreement (this “**Support Agreement**”), effective as **Effective Date** by and between Landis+Gyr Technology, Inc. (“**Landis+Gyr**”) and Inter-County Energy Cooperative Cooperation (“**Customer**”) sets forth the parties’ supplemental rights and obligations with respect to (i) maintenance and support for the Software licensed and (ii) Landis+Gyr Equipment purchased by Customer from Landis+Gyr, under the Master Purchase, License and Services Agreement by and between Landis+Gyr and Customer dated also as of the Effective Date (the “**Master Agreement**”). Defined terms used but not defined in this Support Agreement below have the meaning given to them in the Master Agreement. Any conflict between the terms and conditions of this Support Agreement and the Master Agreement, the terms and conditions of this Support Agreement shall govern those Services

#### 1. Definitions.

“**Audit Date**” means the date that Customer surveys the system to determine the number of communication modules in use within the Software.

“**Case**” means a communication from Customer to Landis+Gyr through the case tracking mechanisms of Landis+Gyr reporting a suspected Defect or other problems/questions the Customer is having with the Software or Equipment.

“**Commercially Reasonable Efforts**” means taking all such steps and performing in such a manner as a well-managed company would undertake where it was acting in a determined, prudent and reasonable manner to achieve a particular desired result for its own.

1. “**Customer Support**” means a range of services provided by Landis+Gyr to address questions and issues associated with Landis+Gyr Software and products. Services include troubleshooting, best practices, correct application of the Software and Equipment as per Documentation, assistance recreating issues, addressing product Defects and accepting all product enhancement requests.

“**Defect**” means a (i) reproducible error in the Software or (ii) failure of Equipment to perform in substantial conformity with the specifications set forth in the Documentation.

“**Diagnose**” means to troubleshoot an issue, including making a determination whether or not the root cause is a Software or Firmware Defect.

“**Documentation**” means any and all manuals, user manuals, instructions, specifications and other documents and materials that Landis+Gyr provides or makes available to Customer in any medium and which describe the functionality, components, features or requirements of the Software, including any one or more of installation, configuration, integration, operation, use, support or maintenance thereof.

“**Endpoint**” means a sensory-type device, e.g., electric meter, water meter, gas meter, DA device, load control switch, etc., that is equipped with an Advanced Metering Infrastructure (AMI) communication module.

“**Equipment**” means Network Equipment, Endpoint (a sensory device), and/or hardware that Customer has purchased either (i) directly from Landis+Gyr or (ii) through an authorized agent.

“**Firmware**” means software embedded in the Network Equipment, Endpoints and/or hardware that the Customer has purchased either directly from Landis+Gyr or an authorized agent.

“**Maintenance Release**” means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that Landis+Gyr may provide to Customer from time to time during the term, which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software, but does not include any New Version.

“**Major Release**” means updated release of Software to support major enhancements and addition of new functionality/modules, typically where the number to the right of the first decimal point has been changed.

“**New Version**” means any new functional module of the Software that Landis+Gyr may from time to time introduce and market as a distinct licensed product.

“**Patch**” means a change to the Software or its supporting data released to update, fix, improve, or to address a critical failure or Software Defect.

“**Personal Data**” means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“**Processing**” means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction

“**Respond**” means to take the following steps: (i) acknowledge to Customer that a Case has been received; (ii) open a ticket for the Case in Landis+Gyr’s Case Management System and enter the relevant data; and (iii) request any additional information not included in the initial Case that is necessary for Landis+Gyr to reproduce the cause of the Case and begin to Diagnose it.

“**Security Breach**” is defined as any event involving an actual, potential, or threatened compromise of the security, confidentiality or integrity of the data, including but not limited to any unauthorized access or use, or any broader circumstances as defined in any applicable local law

“**Service Exception**” has the meaning set forth in Section 9.

“**Service Levels**” means the corresponding responses and response times associated with defined

severity levels referred to in the Service Level Table.

“**Service Level Table**” means the table set out in Section 5.

“**Software**” means computer application and programs in any form that Customer licenses from Landis+Gyr and any Maintenance Releases.

“**Supported Release**” means the most recent Major Release of the Software and two preceding Major Releases, including Maintenance Releases and Patches issued since the time that preceding Major Releases became generally available; provided, however, for Meter Data Management System Software, each Major Release will remain as a Supported Release for Thirty Six (36) months after it is made generally available by Landis+Gyr.

2. **Term; Termination.** This Support Agreement will commence on the Effective Date and continue for an initial term of one (1) year (the “**Initial Term**”).

2.1 **Renewal.** Upon expiration of the Initial Term, this Support Agreement shall automatically renew for successive one (1) year periods (each a “**Renewal Term**” and together with the Initial Term, the “**Term**”), unless a party provides the other party with written notice of its intent not to renew this Support Agreement at least ninety (90) days prior to the expiration of the then current Term.

2.2 **Fees During Renewal Terms.** Landis+Gyr’s Fees are fixed during the Initial Term. Fees for Renewal Terms may increase annually as of each anniversary of the renewal period by the Percentage of the Consumer Price Index (CPI-U) published for the end of Past Calendar Year. Consumer Price Index here is defined as – All Urban Consumers of the Bureau of Labor Statistics of the U.S. Department of Labor for U.S. for All Items with Base Years 1982-1984=100.

2.3 **Termination.** Either party may terminate this Support Agreement for cause upon sixty (60) days written notice for a default of material obligations by the other party not cured within such sixty (60) day period.

2.4 **Effect of Termination.** Upon termination for any reason, or at any other time that Customer or Landis+Gyr demands, the other party shall promptly deliver and/or certify destruction of all Confidential Information (copies and originals) of the requesting party as may be in the other party’s possession or under its control, as appropriate, to the requesting party.

3. **Support and Maintenance Services.**

3.1 Subject to the terms and conditions of this Support Agreement and the Software license terms and conditioned on Customer’s compliance therewith, during the Term, Landis+Gyr will provide to Customer Landis+Gyr’s standard customer support services in connection with the identification, diagnosis, and correction of Software Defects and/or Equipment issues, the provision of: (a) multi-channel assistance via Customer Support; (b) remote services via the Customer Support using screen share tools; (c) access to technical information on Landis+Gyr’s website for proper use of the Software and Equipment (collectively, the “**Support Services**”).

3.2 “**Maintenance Services**” will consist of Landis+Gyr providing all new Patches, Major Release and New Versions of the Software that are made generally available by Landis+Gyr so long as Customer has an uninterrupted Support Agreement.

- 3.3 Landis+Gyr shall notify its customers in a commercially reasonable period of time (no less than 18 months) should Landis+Gyr find it necessary to end of life (EOL) any Landis+Gyr Software or Equipment. Support for such EOL Software or Equipment will be limited to troubleshooting and knowledge sharing.

#### 4. Customer Support and Access.

##### 4.1 Case (or Support Request) and Customer Obligations.

- (1) Customer may request support services by way of a Case request. Customer along with Landis+Gyr shall classify Customer's requests for corrections in accordance with the severity levels classifications and definitions within the Service Level Table set forth below ("**Support Request**"). Customer shall submit each Case by e-mail, telephone, portal or such other means. Customer shall include in each support Case a description of the reported issue/question.
- (2) Customer Obligations. Customer will, by and through its employees or consultants provide Landis+Gyr with:
  1. prompt notice of any product Defects; and
  2. each of the following to the extent reasonably necessary to assist Landis+Gyr to reproduce operating conditions similar to those present when Customer detected the relevant issue and to respond to the relevant Case:
    - a. access to the Customer systems and the Customer's files and personnel;
    - b. output and other data documents and information, each of which is deemed Customer's Confidential Information; and
    - c. such other reasonable cooperation and assistance as Landis+Gyr may request.

4.2 Customer Support Hours. Landis+Gyr's Customer Support business hours are 8:00 AM to 7:00 PM Eastern Time, Monday through Friday, excluding Landis+Gyr observed holidays (available upon request) and weekends ("**Support Hours**"). In addition, emergency access to on-call personnel via Landis+Gyr's emergency service will be provided by Landis+Gyr after business hours, and 24 hours per day on weekends and holidays. Landis+Gyr shall provide advanced troubleshooting, via telephone or e-mail or portal, as deemed necessary by qualified Landis+Gyr personnel, to resolve Customer issues.

4.3 Submission Method. Customer may contact Customer Support through:

- (a) Customer support portal
- (b) 1-888-390-5733
- (c) [Support.na@landisgyr.com](mailto:Support.na@landisgyr.com)

#### 5. Service Levels

Landis+Gyr shall provide Customer with support Services on the terms and conditions set forth herein.

5.1 Support Service Responsibilities. Landis+Gyr will:

- (1) respond to support Cases in accordance with the Service Level targets;
- (2) provide telephone, email, or portal support as set forth below.
- (3) Provide online access to case updates, customer information letters, customer service alert notices, including white papers, product documentation, to the full extent Landis+Gyr makes such resources available to its other customers.

5.2 Target Response Levels.

Landis+Gyr shall respond to all support Cases within the following targeted Response times based on designation of the severity of the associated Case by Landis+Gyr:

Severity	Definition	Initial Target Response Time	Subsequent Target Response Time
Severity 1 (Critical)	<p>A Severity 1 (Critical) issue indicates the production system is completely shut down or system operations or mission-critical applications are down. A Severity 1 issue also includes an application that is in final testing, facing a critical Production Use go-live time frame.</p> <p>Landis+Gyr promptly initiates the following procedures:</p> <ul style="list-style-type: none"> <li>• Assigns specialist(s) to correct the issue on an expedited basis.</li> <li>• Provides ongoing communication on the status.</li> <li>• Landis+Gyr team immediately begins work to provide a fix or temporary workaround</li> </ul> <p>The assumption is that customer resources are available during the contractual service hours, as necessary, to collaborate on a workaround or fix.</p>	1 Hour	2 Hours

Severity 2 (High)	A Severity 2 (High) issue indicates the production system is functioning but severely impacted with limited capabilities, or is unstable with major periodic interruptions, or mission critical applications, while not being affected, have experienced material system interruptions. A Severity 2 issue may also indicate there is a time sensitive question impacting performance. Landis+Gyr assigns a specialist, and provides additional, escalated procedures as determined necessary by Landis+Gyr support services staff. Landis+Gyr exercises commercially reasonable efforts to provide a workaround or include a fix for the Severity 2 issue in the next maintenance release.	4 Hours	1 Business Day
Severity 3 (Medium)	A Severity 3 (Medium) issue indicates the production system is still functioning but capabilities are moderately impacted, or the system is unstable with minor periodic interruptions or a minor loss of product functionality. There is a medium-to-low impact on the business, but the business continues to function, including by using a procedural workaround.	1 Business Day	3 Business Days
Severity 4 (Low)	A Severity 4 (Low) issue is a general usage question, request for information, reporting of a documentation error, or recommendation for a future product enhancement or modification. There is low-to-no impact on the business or the performance or functionality of the system.	3 Business Days	5 Business Days

In order for Landis+Gyr to meet Target Response Times outlined above, customers should make contact via telephone to report Critical or High issues. Any resolution of such Cases may take the form of a written response, supplementary documentation, work-around, coding change, product patch, or other correctional aids, which Landis+Gyr will provide to Customer.

**6. Support Escalation Policy:**

6.1 For each and every support issue presented to Landis+Gyr, the Customer Support teams work to respond as per the targeted initial and subsequent target response times. Occasionally, an issue requires a faster response, more attention, and a deeper understanding of the impact on your business.

- 6.2 When Severity Level cases classified as Critical are received, all Landis+Gyr support teams, including Support Managers, Escalations Manager, and Executive Leadership are immediately notified. The critical issue is triaged immediately., and then, the escalations leader and/or case owner contacts the customer and/or opens a phone bridge to begin efforts to address the issue. Both Landis+Gyr and Customer will work in good faith to address the issue. The critical issue is worked until a work-around or resolution is provided, or customer agrees the Case severity is no longer critical and can be changed to a service level other than severity one.
- 6.3 Regardless of the Case severity, if a Customer believes that they are not receiving the proper response, the Customer may escalate the concern to Landis+Gyr. A customer may escalate the issue by notifying the concern to their Account Executive or ask the Case owner to escalate their Case to a customer Support Manager.
- 6.4 For any critical or escalated issue, the Customer Support Manager becomes involved and is responsible for ensuring the shortest possible resolution time through engaging the appropriate people and communicating the agreed action plans to the stakeholders from any of the personnel involved. They proactively engage the senior executives, as appropriate, to improve customer relationships and demonstrate Landis+Gyr's commitment to the customer at the highest levels.
7. **Releases.** During the warranty period and the period for which maintenance has been purchased by Customer and as part of maintenance, Landis+Gyr will provide to Customer all Major Releases, Maintenance Releases, and all critical Patches of the licensed Software and Firmware as available (collectively, the “**Releases**”).
- 7.1 All Releases shall be included in the definition of Software under the separate license agreement. Such obligation is limited to Releases which Landis+Gyr generally releases to all its customers during such time period.
- 7.2 Customer is responsible for installation and integration of any Release, excluding a Release relating to Infringement (which Release shall be the sole responsibility of Landis+Gyr). If the parties agree upon terms for Landis+Gyr to provide services in connection with the installation or further integration of a Release, that understanding will be documented under a separate consulting services agreement.
- 7.3 Landis+Gyr will not be obligated to provide maintenance if Customer has not installed a Supported Release.
- 7.4 For avoidance of doubt, Software upgrades do not include new modules, application extensions, components, interfaces and adapters supporting additional functions.
- 7.5 Landis+Gyr may issue customer service alerts when necessary. Landis+Gyr will make the most current user manuals available through a customer portal that will be provided to Customer at no additional charge.
- 7.6 Landis+Gyr will test Releases applying its Commercially Reasonable Efforts before certifying them as generally available.
- 7.7 Custom code developed by Landis+Gyr for the Customer may be agreed upon under a mutually agreed statement of work for additional fees. Support for such customized code would be described in such statement of work.

## 8. Privacy and Security Requirements

- (a) Landis+Gyr, including its staff or any individual otherwise acting on behalf of the company, shall access and Process Customer's Personal Data only on a need-to-know basis and only to the extent necessary to perform this Support Agreement or Customer's further written instructions.
- (b) Landis+Gyr shall use technical and organizational measures that meet industry standards to ensure the security and confidentiality of Customer's Personal Data in order to prevent, among other things, accidental, unauthorized or unlawful destruction, modification, disclosure, access or loss.
- (c) Landis+Gyr shall notify Customer no later than 72 hours after being made aware of any suspected or actual Security Breach involving any Customer's Personal Data. Landis+Gyr shall also provide Customer with a description of the Security Breach, the type of data that was the subject of the Security Breach, the identity of each affected person, and any other information Customer may reasonably request concerning such affected persons and the details of the breach, as soon as such information can be collected or otherwise becomes available. Landis+Gyr agrees to promptly to take action, at its own expense, to investigate the Security Breach and to identify, prevent and mitigate the effects of any such Security Breach, and to carry out any recovery or other action (e.g., mailing statutory notices) necessary to remedy the Security Breach. The content of any filings, communications, notices, press releases, or reports related to any Security Breach ("Notices") will be approved by Landis+Gyr prior to any publication or communication thereof to any third party. Landis+Gyr shall pay for or reimburse Customer for all costs, losses and expenses relating to any Security Breach, including without limitation, the cost of Notices, legal fees and any credit monitoring services if applicable.
- (d) Upon termination of this Support Agreement, for whatever reason, Landis+Gyr shall stop the Processing of Customer's Personal Data, unless instructed otherwise by Customer, and these undertakings shall remain in force until such time as Landis+Gyr no longer possesses Customer's Personal Data.

## 9. Customer Responsibilities. Maintenance under this Support Agreement does not include and will not be provided by Landis+Gyr to Customer to the extent Customer does not comply in all material respects (to the extent applicable to the particular Software, Firmware and Equipment) with the following responsibilities of Customer:

- (a) Ensure that the physical system environment, e.g., hardware requirements and configurations, temperature, humidity, physical security, is within Landis+Gyr's recommended parameters as specified in the Landis+Gyr recommended environments Documentation which is provided to Customer prior to implementation.
- (b) Customer will perform field maintenance on the Equipment. This includes, but is not limited to, updating the Firmware and communication module Firmware to the latest versions which have been provided by Landis+Gyr
- (c) Check system operational logs for Software Defects and verify that non-AMI network events are excluded.
- (d) Check file system for any corruption.



- (e) Monitor disk space.
- (f) Back up the Landis+Gyr application software and configure files on a regular basis (weekly and monthly).
- (g) As applicable, maintain system users' password control and network security at all levels.
- (h) Investigate faults relating to the interconnection between the Software and the hardware of the host system.
- (i) Generate and monitor system statistics, as recommended in writing by Landis+Gyr during the project kick off meeting.
- (j) Make available to Landis+Gyr, if necessary, a remote communication connection to the Software for Landis+Gyr to provide remote system support.
- (k) Reasonably cooperate with and assist in Landis+Gyr's verification and replication of Defects.
- (l) Provide to Landis+Gyr all reasonable access to the location of the Software, Equipment and the host system hardware, including access to all relevant utilities, data communications sources, and data. Access can be in the form of secure VPN, web conferencing, remote access, or other secure access methodology as agreed by the parties in writing.
- (m) When reporting a suspected Defect, Customer is obligated to: (i) ensure that the use of the Software and Equipment is in accordance with its Documentation; (ii) use commercially reasonable efforts to eliminate any third party hardware, any operating system software, and any third party application software deficiencies; (iii) capture all relevant data, reasonably document the relevant operating conditions and other operating information, and supply Landis+Gyr with reasonably requested diagnostic information in English; and (iv) implement mutually agreed upon remedial, corrective or work-around procedure(s) and reasonably describe any limitations imposed by such corrections or workarounds that are known to Customer.
- (n) Once Customer completes its testing and validation procedures, Customer will promptly install all Software and Equipment provided by Landis+Gyr from time to time pursuant to this Support Agreement within a reasonable time after receipt thereof provided that such Software and Equipment is at no additional cost to Customer. Customer will use reasonable efforts to notify Landis+Gyr of any such installation of Software and Equipment within a reasonable period of time after installation. Customer shall endeavor to notify Landis+Gyr of verified resolution or otherwise take action within 10 business days of a shipment from Landis+Gyr with respect to a suspected Defect.

## 10. **Exclusions from Coverage.**

- 10.1 Matters Which Cause an Exclusion of Coverage. Support Services does not include and will not be provided with respect to any Case which is in part or whole caused by or the result of any of the following (each a "Service Exception"):

- (a) Any modification of the Software and Equipment performed by any party other than (i) Landis+Gyr or (ii) a third party approved in writing by Landis+Gyr in advance which performs such modifications in accordance with the Documentation.
- (b) Any use of the Software and Equipment not in compliance with Landis+Gyr Documentation.
- (c) Any hardware, peripheral products, or software not provided by Landis+Gyr or the interoperability of those products with the Software and Equipment other than those contemplated under the Support Agreement or the Documentation.
- (d) Any Defect, performance degradation, deficiencies, or non-compliance in any hardware or any other software used in connection with the Software, but not supplied by Landis+Gyr.
- (e) Unsealing, opening, or any modification of the Equipment performed by any party other than (i) Landis+Gyr or (ii) a third party approved in writing by Landis+Gyr in advance which performs such modifications in accordance with the Documentation (iii) or as otherwise approved by Landis+Gyr.
- (f) Landis+Gyr hardware or equipment purchased from an unauthorized seller, dealer, or distributor.
- (g) Customer specific code installed and managed by the customer.
- (h) Customer specific code developed and managed by a third party.
- (i) Any other event not caused by Landis+Gyr.

10.2 Matters Excluded from Coverage. Maintenance is only provided as specified in this Support Agreement. Any additional services are not included in maintenance and will require other agreements between the parties. The following services are not included in maintenance:

- (a) Design and configuration of the Software.
- (b) System administration work that should be completed by Customer's system administrator, as addressed in the applicable SOW or project kick off meeting.
- (c) On-Site support services.
- (d) Delivery, license, or implementation of Software Releases other than those Releases specified herein.
- (e) Server hardware repairs and replacements.
- (f) Advanced Signaling Certification and maintenance. Certification (ANSI/ITU compliance) and maintenance for SS7, ISDN, and future advanced signaling protocols.

10.3 Reproducible Matters. Customer will promptly notify Landis+Gyr of a Defect. The parties acknowledge that maintenance under Support Agreement (and any warranty services in this

Support Agreement with respect to the Software and Equipment) may be difficult to provide unless a Defect or alleged Defect is reproducible or verifiable by Landis+Gyr.

## **11. Limitation of Liability**

- 11.1 No Consequential or Indirect Damages. IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS REPRESENTATIVES BE LIABLE UNDER THIS SUPPORT AGREEMENT TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE OR PROFIT, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS SUPPORT AGREEMENT, REGARDLESS OF THE FORM OF ACTION UPON WHICH A CLAIM FOR DAMAGES MAY BE BASED, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THESE LIMITATIONS WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS IN ITS ESSENTIAL PURPOSE.
- 11.2 Maximum Liability. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS SUPPORT AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO LANDIS+GYR PURSUANT TO THIS SUPPORT AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS SUPPORT AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.
- 11.3 Exceptions. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS SECTION 12 SHALL NOT APPLY TO DAMAGES OR LIABILITIES ARISING FROM: PERSONAL INJURY OR DEATH OR DAMAGE TO ANY REAL OR TANGIBLE PERSONAL PROPERTY CAUSED EITHER PARTY'S NEGLIGENT ACTS OR OMISSIONS, OR WILLFUL MISCONDUCT.

## **12. General**

- 12.1 No Personally Identifiable Information. Landis+Gyr software support specialists may request that Customer send Landis+Gyr the problem information, systems data or test cases, etc., or that Landis+Gyr support specialists be able to view it with Customer electronically. To accomplish this, Customer may be offered several options by the Landis+Gyr support specialist. Customer agrees that it will not send or provide Landis+Gyr access to any personally-identifiable information ("PII"), whether in data or any other form. Customer agrees to be fully responsible for reasonable costs and other amounts that Landis+Gyr may incur relating to any such information mistakenly provided to Landis+Gyr or the loss or disclosure of such information by Landis+Gyr, including those arising out of any third-party claims. Should Customer mistakenly provide PII to Landis+Gyr, Customer shall immediately notify Landis+Gyr in writing, and reasonably cooperate with Landis+Gyr to

take any mitigating actions deemed necessary to remove such PII from the Landis+Gyr systems.



## Schedule A to Support Agreement

### Fees and Payment Terms

Invoice and Payment. Landis+Gyr will issue invoices to Customer for all amounts owed to Landis+Gyr hereunder. Invoices for Support and Software Maintenance Services shall be issued yearly in advance. Payment is due within thirty (30) days of the invoice date. Late payments will be subject to interest from the due date at the lesser of one percent (1%) per month or the maximum rate allowed by law.

Description	Unit Price
Tech Studio Annual Maintenance (per license)	\$220.00

## **SCHEDULE D: LANDIS+GYR CLOUD SECURITY TERMS**

This Schedule sets forth the technical and organizational measures that Landis+Gyr follows with respect to maintaining the high standard of information security in connection with the provision of services to customers.

### **1. Technical and Organizational Measures**

Landis+Gyr maintains globally applicable policies, standards, and procedures intended to protect data and information within provided services. Without limiting the generality of the foregoing, Landis+Gyr has implemented and maintains appropriate technical and organizational measures, internal controls, and information security routines intended to protect information against accidental, unauthorized or unlawful access, disclosure, alteration, loss, or destruction, as follows:

#### **ORGANIZATION OF INFORMATION SECURITY**

1. **Security Ownership.** Landis+Gyr appointed the Chief Information Security Officer, who coordinates, monitors, and develops the global Information Security Management System.
2. **Security Roles and Responsibilities.** Landis+Gyr defined Security Roles and Responsibilities within the global Information Security Organization.
3. **Risk Management Program.** Landis+Gyr has a risk management program in place to identify, assess and take appropriate actions with respect to global Information Security.

#### **HUMAN RESOURCES SECURITY**

- a) **Screening.** Landis+Gyr carries out background verification checks in accordance with relevant laws, regulations, and ethics. Verification checks are proportional to the business requirements, the classification of the information to be accessed and perceived risks.
- b) **Terms and Conditions of Employment.** The contractual agreements with employees and contractors state their and the Landis+Gyr's responsibilities for information security. Landis+Gyr informs its personnel about relevant security procedures, their respective roles and of consequences of breaching the security rules and procedures.
- c) **Management Responsibilities.** Management requires all employees and contractors to apply information security in accordance with the established policies and procedures of Landis+Gyr.
- d) **Information Security Awareness, Education and Training.** All Landis+Gyr employees and, where relevant, contractors receive appropriate awareness education and training and regular updates in organizational policies and procedures, as relevant for their job function.
- e) **Disciplinary Process.** There is a formal and communicated disciplinary process in place to act against employees who have committed an information security breach.
- f) **Termination or Change of Employment Responsibilities.** Information security responsibilities and duties that remain valid after termination or change of employment are defined, communicated to the employee or contractor and enforced.

## ASSET MANAGEMENT

- a) **Inventory of Assets.** Assets associated with information and information processing facilities are identified and an inventory of these assets is drawn up and maintained.
- b) **Ownership of Assets.** Assets maintained in inventory are owned.
- c) **Acceptable Use of Assets.** Rules for the acceptable use of information and of assets associated with information and information processing facilities are identified, documented and implemented.
- d) **Return of Assets.** All employees and external party users return all of the organizational assets in their possession upon termination of their employment, contract or agreement.
- e) **Classification of Information.** Information are classified in terms of legal requirements, value, criticality and sensitivity to unauthorised disclosure or modification.
- f) **Labelling of Information.** An appropriate set of procedures for information labelling are developed and implemented in accordance with the information classification scheme adopted by Landis+Gyr.
- g) **Handling of Assets.** Procedures for handling assets are developed and implemented in accordance with the information classification scheme adopted by Landis+Gyr.
- h) **Management of Removable Media.** Procedures are implemented for the management of removable media in accordance with the classification scheme adopted by Landis+Gyr.
- i) **Disposal of Media.** Media are disposed of securely when no longer required, using formal procedures.
- j) **Physical Media Transfer.** Media containing information are protected against unauthorized access, misuse, or corruption during transportation.

## ACCESS CONTROL

- a) **Access Control Policy.** An access control policy is established, documented, and reviewed based on business and information security requirements.
- b) **Access to Networks and Networks Services.** Users are provided with access to the network and net-work services that they have been specifically authorized to use.
- c) **User Access Management:**
  - i. A formal user registration and de-registration process is implemented to enable assignment of access rights.
  - ii. A formal user access provisioning process is implemented to assign or revoke access rights for all user types to all systems and services.
  - iii. The allocation and use of privileged access rights is restricted and controlled.
  - iv. The allocation of secret authentication information is controlled through a formal management process.
  - v. Asset owners review users' access rights at regular intervals.



- vi. The access rights of all employees and external party users to information and information processing facilities will be removed upon termination of their employment, contract or agreement, or adjusted upon change.
- d) **User Responsibilities.** Users are required to follow the Landis+Gyr's practices in the use of secret authentication information.
- e) **System and Application Access Control**
  - i. Access to information and application system functions are restricted in accordance with the access control policy.
  - ii. Where required by the access control policy, access to systems and applications are controlled by a secure log-on procedure.
  - iii. Password management systems are interactive and shall ensure quality passwords.
  - iv. The use of utility programs that might be capable of overriding system and application controls are restricted and tightly controlled.
  - v. Access to program source code is restricted.

#### CRYPTOGRAPHY

- a) **Policy on the Use of Cryptographic Controls.** A policy on the use of cryptographic controls for protection of information is developed and implemented.
- b) **Key Management.** A policy on the use, protection and lifetime of cryptographic keys is developed and implemented through their whole lifecycle.

#### PHYSICAL AND ENVIRONMENTAL SECURITY

- c) **Physical Security Perimeter.** Security perimeters are defined and used to protect areas that contain either sensitive or critical information and information processing facilities.
- d) **Physical Entry Controls.** Secure areas are protected by appropriate entry controls to ensure that only authorized personnel are allowed access.
- e) **Securing Offices, Rooms and Facilities.** Physical security for offices, rooms and facilities are designed and applied.
- f) **Protecting against External and Environmental Threats.** Physical protection against natural disasters, malicious attack or accidents are designed and applied.
- g) **Working in Secure Areas.** Procedures for working in secure areas are designed and applied.
- h) **Delivery and Loading Areas.** Access points such as delivery and loading areas and other points where unauthorized persons could enter the premises are controlled and, if possible, isolated from information processing facilities to avoid unauthorized access.
- i) **Equipment:**
  - i. Equipment is sited and protected to reduce the risks from environmental threats and hazards, and opportunities for unauthorized access.
  - ii. Equipment is protected from power failures and other disruptions caused by failures in supporting utilities.

- iii. Power and telecommunications cabling carrying data or supporting information services are protected from interception, interference, or damage.
- iv. Equipment is correctly maintained to ensure its continued availability and integrity.
- v. Equipment, information, or software is not taken off-site without prior authorization.
- vi. Security is applied to off-site assets considering the different risks of working outside the Landis+Gyr's premises.
- vii. All items of equipment containing storage media is verified to ensure that any sensitive data and licensed software has been removed or securely overwritten prior to disposal or re-use.
- viii. Users ensure that unattended equipment has appropriate protection.
- ix. A clear desk policy for papers and removable storage media and a clear screen policy for information processing facilities is adopted.

#### **OPERATIONS SECURITY MANAGEMENT**

- a) **Documented Operating Procedures.** Operating procedures are documented and made available to all users who need them.
- b) **Change Management.** Changes to the organization, business processes, information processing facilities and systems that affect information security are controlled.
- c) **Capacity Management.** The use of resources is monitored, tuned and projections made of future capacity requirements to ensure the required system performance.
- d) **Separation of development, testing, and operational environments.** Development, testing, and operational environments are separated to reduce the risks of unauthorized access or changes to the operational environment.
- e) **Protection against Malware.** Detection, prevention, and recovery controls to protect against malware is implemented, combined with appropriate user awareness.
- f) **Information Backup.** Backup copies of information, software and system images are taken and tested regularly in accordance with an agreed backup policy.
- g) **Event Logging.** Event logs recording user activities, exceptions, faults, and information security events are produced, kept and regularly reviewed.
- h) **Protection of Log Information.** Logging facilities and log information are protected against tampering and unauthorized access.
- i) **Administrator and Operator Logs.** System administrator and system operator activities are logged, and the logs protected and regularly reviewed.
- j) **Clock Synchronization.** The clocks of all relevant information processing systems within an Landis+Gyr or security domain are synchronised to a single reference time source.
- k) **Control of Operational Software.** Procedures are implemented to control the installation of software on operational systems.
- l) **Technical Vulnerability Management.** Information about technical vulnerabilities of information systems being used are obtained in a timely fashion, the Landis+Gyr's exposure to such

vulnerabilities evaluated and appropriate measures taken to address the associated risk. Rules governing the installation of software by users are established and implemented.

- m) **Information Systems Audit Controls.** Audit requirements and activities involving verification of operational systems are carefully planned and agreed to minimise disruptions to business processes.

## COMMUNICATIONS SECURITY

- a) **Network Controls.** Networks are managed and controlled to protect information in systems and applications.
- b) **Security of Network Services.** Security mechanisms, service levels and management requirements of all network services are identified and included in network services agreements, whether these services are provided in-house or outsourced.
- c) **Segregation in Networks.** Groups of information services, users and information systems are segregated on networks.
- d) **Information Transfer Policies and Procedures.** Formal transfer policies, procedures and controls are in place to protect the transfer of information using all types of communication facilities.
- e) **Agreements on Information Transfer.** Agreements address the secure transfer of business information between the Landis+Gyr and external parties.
- f) **Electronic Messaging.** Information involved in electronic messaging are appropriately protected.
- g) **Confidentiality or Nondisclosure Agreements.** Requirements for confidentiality or non-disclosure agreements reflecting the Landis+Gyr's needs for the protection of information are identified, regularly reviewed and documented.

## SYSTEM ACQUISITION, DEVELOPMENT AND MAINTENANCE

- a) **Information Security Requirements Analysis and Specification.** The information security related requirements are included in the requirements for new information systems or enhancements to existing information systems.
- b) **Securing Application Services on Public Networks.** Information involved in application services passing over public networks are protected from fraudulent activity, contract dispute and unauthorized disclosure and modification.
- c) **Protecting Application Services Transactions.** Information involved in application service transactions are protected to prevent incomplete transmission, misrouting, unauthorized message alteration, unauthorized disclosure, unauthorized message duplication or replay.
- d) **Security in Development and Support Process:**
  - i. Rules for the development of software and systems are established and applied to developments within the Landis+Gyr.
  - ii. Changes to systems within the development lifecycle are controlled using formal change control procedures.

- iii. When operating platforms are changed, business critical applications are reviewed and tested to ensure there is no adverse impact on organizational operations or security.
  - iv. Modifications to software packages are discouraged, limited to necessary changes and all changes shall be strictly controlled.
  - v. Principles for engineering secure systems are established, documented, maintained, and applied to any information system implementation efforts.
  - vi. Secure development environments for system development and integration efforts are established and appropriately protected that cover the entire system development lifecycle.
  - vii. Landis+Gyr supervises and monitors the activity of out-sourced system development.
  - viii. Testing of security functionality is carried out during development.
  - ix. Acceptance testing programs and related criteria are established for new information systems, upgrades, and new versions.
- e) **Test Data.** Test data are selected carefully, protected, and controlled.

#### **SUPPLIER RELATIONSHIPS**

- a) **Information Security Policy for Supplier Relationships.** Information security requirements for mitigating the risks associated with supplier's access to the Landis+Gyr's assets are agreed with the supplier and documented.
- b) **Addressing Security within Supplier Agreements.** All relevant information security requirements are established and agreed with each supplier that may access, process, store, communicate, or provide IT infrastructure components for, the Landis+Gyr's information.
- c) **Information and Communication Technology Supply Chain.** Agreements with suppliers will include requirements to address the information security risks associated with information and communications technology services and product supply chain.
- d) **Monitoring and Review of Supplier Services.** Landis+Gyr monitors, reviews and audits supplier service delivery.
- e) **Managing Changes to Supplier Services.** Changes to the provision of services by suppliers, including maintaining and improving existing information security policies, procedures, and controls, will be managed, taking account of the criticality of business information, systems and processes involved and re-assessment of risks.

#### **INFORMATION SECURITY INCIDENT MANAGEMENT**

- a) **Responsibilities and Procedures.** Management responsibilities and procedures are established to ensure a quick, effective and orderly response to information security incidents.

- b) **Reporting Information Security Events.** Information security events are reported through appropriate management channels as quickly as possible.
- c) **Reporting Information Security Weaknesses.** Employees and contractors using the Landis+Gyr's information systems and services are required to note and report any observed or suspected information security weaknesses in systems or services.
- d) **Assessment of and Decision on Information Security Events.** Information security events are assessed and decided if they are to be classified as information security incidents.
- e) **Response to Information Security Incidents.** Information security incidents are responded to in accordance with the documented procedures.
- f) **Learning from Information Security Incidents.** Knowledge gained from analysing and resolving information security incidents is used to reduce the likelihood or impact of future incidents.
- g) **Collection of Evidence.** Landis+Gyr defines and applies procedures for the identification, collection, acquisition and preservation of information, which can serve as evidence.

#### **BUSINESS CONTINUITY MANAGEMENT**

- a) **Planning Information Security Continuity.** Landis+Gyr determines its requirements for information security and the continuity of information security management in adverse situations, e.g., during a crisis or disaster.
- b) **Implementing Information Security Continuity.** Landis+Gyr establishes, documents, implements, and maintains processes, procedures, and controls to ensure the required level of continuity for information security during an adverse situation.
- c) **Verify, Review and Evaluate Information Security Continuity.** Landis+Gyr verifies the established and implemented information security continuity controls at regular intervals in order to ensure that they are valid and effective during adverse situations.

#### **REDUNDANCIES**

- a) **Availability of Information Processing Facilities.** Information processing facilities are implemented with redundancy sufficient to meet availability requirements.

#### **COMPLIANCE WITH LEGAL AND CONTRACTUAL REQUIREMENTS**

- a) **Identification of Applicable Legislation and Contractual Requirements.** All relevant legislative statutory, regulatory, contractual requirements and the Landis+Gyr's approach to meet these requirements are explicitly identified, documented, and kept up to date for each information system and Landis+Gyr itself.

- b) **Intellectual Property Rights.** Appropriate procedures are implemented to ensure compliance with legislative, regulatory, and contractual requirements related to intellectual property rights and use of proprietary soft-ware products.
- c) **Protection of Records.** Records are protected from loss, destruction, falsification, unauthorized access, and unauthorized release, in accordance with legislator, regulatory, contractual, and business requirements.
- d) **Privacy and Protection of Personally Identifiable Information.** Privacy and protection of personally identifiable information are ensured as required in relevant legislation and regulation where applicable.
- e) **Regulation of Cryptography Controls.** Cryptographic controls are used in compliance with all relevant agreements, legislation, and regulations.
- f) **Independent Review of Information Security.** Landis+Gyr's approach to managing information security and its implementation (i.e., control objectives, controls, policies, processes, and procedures for information security) is reviewed independently at planned intervals or when significant changes occur.
- g) **Compliance with Security Policies and Standards.** Managers review the compliance of information processing and procedures within their area of responsibility with the appropriate security policies, standards, and any other security requirements.
- h) **Technical Compliance Review.** Information systems are regularly reviewed for compliance with the Landis+Gyr's information security policies and standards.