



METER

METER Group, Inc. USA

EXHIBIT A - Software-as-a-Service Subscription Agreement

Service Level Agreement

Defined Terms

“Available” or “Availability” means that Client can access the Service for live, real-time processing and data exchange, in accordance with the applicable documentation for the Service.

“Service Commitment” means the Availability commitment of the Service for a given calendar month, which shall be 99.7%, calculated on a 24-hour per day, 7-day per week basis, excluding Planned Maintenance and Excluded Downtime.

“Excluded Downtime” means the following: (i) limitations or inability to use the Service by Client which are the result of failures or processing delays of services which are not provided by METER, including but not limited to telecommunications and internet service provider(s); (ii) delays or failures involving hardware, software or power systems not within METER’s possession or control, including Client’s systems; (iii) distributed denial of service attacks, or processing delays in third party services accessed by the Service; and (iv) limitations or inability to use the Service caused by a Force Majeure Event (as defined in the Agreement).

“Planned Maintenance” means the total minutes of planned maintenance during the month. Planned Maintenance will occur only outside of business hours in the continental United States. If actual maintenance occurs during business hours in the continental United States, such time will not be considered Planned Maintenance.

Service Level Credits

In the event that the Availability of the Service falls below the Service Commitment in a given month, Customer shall be entitled to make a claim (a “Service Level Claim”). Any such Service Level Claim must be made within thirty (30) days of the end of the calendar month in which such failure occurred. After receipt of a Service Level Claim, METER will use good faith efforts to validate the Service Level Claim. Any Service Level Claim which is validated by METER shall entitle Client to a credit against future fees for the Service (each, a “Service Level Credit”), calculated on a monthly basis, as follows:

Availability Percentage	Service Level Credit (Percent of fees for the calendar month in which the failure occurred)
97.5% – 99.7%	5%
0.0% – 97.5%	10%

Service Level Credits shall be Client’s exclusive remedy for a failure to meet the Service Commitment; provided that if the Availability of the Service falls below 95% for three consecutive months, Client may terminate the applicable Order Form pursuant to which the Service is provided.