



**METER**

## **METER Group, Inc. USA AROYA Terms and Conditions**

These AROYA Terms and Conditions (these "Terms") govern the use of and access to the AROYA System and Services (as defined herein), including METER's websites, web-based applications and mobile and desktop applications. These Terms are also attached to any Client Agreement between METER Group, Inc. USA, a Washington corporation, with offices located at with its head office located at 2365 NE Hopkins Court Pullman, WA 99163 ("METER" or "Us") and the client (individual or entity) identified on the Client Agreement ("Client" or "You"). Capitalized terms used but not defined herein shall have the meaning assigned to them in the Client Agreement. METER and Client are individually referred to herein as a "Party" and collectively as the "Parties."

***"You" means the entity you represent in accepting these Terms or, if that does not apply, you individually. These Terms are effective as of the date you first click "I agree" (or similar button or checkbox) or use or access the AROYA System or the Services, whichever is earlier (the "Effective Date"). These Terms do not have to be signed in order to be binding. You indicate your assent to these Terms by clicking "I agree" (or similar button or checkbox) at the time you register for or access the AROYA System or Services, creating an account to access the AROYA System or Services, or entering into a Client Agreement.***

***If you are accepting on behalf of your employer or another entity, you represent and warrant that: (a) you have full legal authority to bind your employer or such entity to these Terms; (b) you have read and understand these Terms; and (c) you agree to these Terms on behalf of the party that you represent. If you don't have the legal authority to bind your employer or the applicable entity, please do not click "I agree" (or similar button or checkbox) that is presented to you. Please note that if you create an account or access the AROYA System using an email address from your employer or another entity, then (a) you will be deemed to represent such party, (b) your click to accept the "I agree" (or similar button or checkbox) will bind the employer or that entity to these Terms, and (c) that entity will be the Client.***

***You agree that from time-to-time METER may modify these Terms and that any such changes shall become effective immediately.***

***NOTE: These Terms are applicable to Equipment that is leased from METER. To the extent you have purchased any equipment, hardware, products, materials or other tangible goods from METER (collectively, "Purchased Equipment"), then these Terms will be subject to and amended by the Purchased Equipment Addendum which is attached as Schedule 2 to these Terms.***

***IMPORTANT: If You do not agree to these Terms, do not access or use the AROYA System or Services and do not click "I agree" (or similar button or checkbox).***

### **1. DEFINITIONS**

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity, where "control" means possession, directly or indirectly, of the power to direct or cause the direction of management and policies through ownership of voting securities, a general partnership interest, contract, voting trust or otherwise, including through the direct or indirect legal or beneficial ownership of fifty percent (50%) or more of the voting securities or interest in an entity. The terms "controlled by" and "under common control" shall have corresponding meanings to the word "control".



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“Agreement” means these Terms (including the Schedules), the Client Agreement, and any Order Forms.

“AROYA System” means, collectively, the Equipment, SaaS Services, the METER Mobile Application and the Documentation, together with any additional features, functionality or updates developed by METER that augment or enhance the foregoing and provided as part of the Services.

“Bankruptcy Event” means a party (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

“Client Data” means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Client or a User to METER, including through the AROYA System or Support Services, or that is generated for Client by the AROYA System.

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

“Equipment” means any equipment, hardware, products, materials or other tangible goods that are leased by Client pursuant to an Order Form.

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

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

“METER IP” means the SaaS Services, the Documentation, the METER Mobile Application and any and all intellectual property provided to Client or any User in connection with the foregoing. For the avoidance of doubt, METER IP includes Usage Statistics and any information, data, or other content derived from METER’s monitoring of Client’s access to or use of the AROYA System or the Services but does not include Client Data.

“METER Mobile Application” means a software application that may be downloaded by Client through METER websites or software platforms or markets from time to time, including the Apple® App Store® or Google Play Store, and loaded onto an iPad® or other handheld device on which the then-current METER Mobile Application has been designed to and is permitted to run.

“SaaS Services” means METER’s proprietary AROYA software solution made available through a software-as-a-service platform from a browser or the METER Mobile Application.

“Services” means the SaaS Services, the Support Services and the Consulting Services.

“Subscription Term” has the meaning set forth in the applicable Order Form.

“Support Addendum” means the Support Addendum attached hereto as Schedule 1, which describes the Support Services.



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“Support Services” means the provision of support services as described in the Support Addendum.

“Third-Party Materials” means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the AROYA System or Services that are not proprietary to METER.

“Usage Statistics” means de-identified usage and other statistics collected from the AROYA System, including data and other information relating to the provision, use and performance of the AROYA System and the Services and related systems and technologies. For clarity, Usage Statistics may arise from processing Client Data, but Client Data is specifically excluded from Usage Statistics.

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

## **2.AROYA SYSTEM AND SERVICES**

**2.1 Order Forms.** METER and Client may enter into Order Forms from time to time, which shall each be attached to the Client Agreement and will indicate that the Order Form is subject to the terms of the Client Agreement and will each be executed by Client and METER. Order Forms will include, among other things, the applicable Fees and Subscription Term for the provision of the AROYA System and any Services. To the extent there are any conflicts or inconsistencies between these Terms and any Order Form, the provisions of these Terms shall govern and control.

**2.2 License and Access to AROYA System.** Subject to the terms of the Agreement and conditioned on Client’s and its Users’ compliance therewith, including the payment of all Fees, METER grants Client a limited, revocable, nonexclusive, nontransferable, nonassignable, nonsublicensable right to access and use the AROYA System solely for its own internal business purposes during the Subscription Term and solely by Users in accordance with the Agreement. Client may access the SaaS Services either via the domains from the supported browsers, including metergroup.com or aroya.io, or a METER Mobile Application. METER shall also lease to Client the applicable Equipment described in an Order Form.

**2.3 Support Services.** In connection with the license and access grants set forth in this Section 2, METER shall also provide the Support Services during the Subscription Term. The Support Services are described in the Support Addendum and shall be provided in accordance with the terms of the Agreement and the Support Addendum.

**2.4 Consulting Services.** METER may, in its sole discretion, provide consulting services to Client in connection with Client’s use of the AROYA System and the Support Services during the Subscription Term, as set forth in the Order Form (the “Consulting Services”). If no Consulting Services are described in the Order Form, METER may provide basic Consulting Services in its sole discretion. Consulting Services may be provided remotely or on site at Client locations, provided that any visit by METER personnel to Client locations shall be coordinated in advance between the Parties in good faith. The Consulting Services, if any, are provided hereunder “as-is,” without warranty of any kind, and METER specifically disclaims all responsibility for any liabilities, claims or damages that result from any on-site visits for the provision of Consulting Services. Further, Client agrees to defend, indemnify, and hold METER harmless from any Losses (as defined below) resulting from any Claims (as defined below) made or brought by a third party based upon any personal injury (including death) or property damage resulting from any on-site visits for the provision of Consulting Services by METER personnel.



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**2.5 Third-Party Materials.** As a condition precedent to installing or accessing any Third-Party Materials (if any), Client may be required to execute a click-through, shrink-wrap End User License Agreement (EULA) or similar license agreement provided by the Third-Party Materials provider. Client's use of such Third-Party Materials is subject to the applicable third party license terms and conditions.

### **3.RESTRICTIONS AND OBLIGATIONS**

**3.1 Restrictions.** Client shall not (and shall ensure that all Users do not), directly or indirectly: (a) use the AROYA System for any purposes beyond the scope of the license and access granted in the Agreement; (b) copy, modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of the METER IP, in whole or in part; (c) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer the AROYA System (including any individual components thereof) or Services in any form of service bureau, outsource, or otherwise make the AROYA System (including any individual components thereof) or Services available to any third party (including, for clarity, in connection with any sale of all or part of Client's growing operations or facilities); (d) frame, scrape, or mirror any content forming part of the AROYA System; (e) use the AROYA System to store or transmit (i) Harmful Code, (ii) any infringing, libelous, or otherwise unlawful or tortious material or (iii) material in violation of any third-party privacy right; (f) interfere with or disrupt the integrity or performance of the AROYA System; (g) bypass or breach any security device or protection used for or contained in the AROYA System or otherwise attempt to gain unauthorized access to the AROYA System or its related systems or networks; (h) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any source code software component of the SaaS Services, in whole or in part; (i) copy any features, functions, integrations, interfaces, or graphics of the AROYA System; (j) remove, alter, obscure, or otherwise change any proprietary notices from the AROYA System; (k) use the AROYA System or Support Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any person, or that violates any applicable law; or (l) use the AROYA System for purposes of: (1) benchmarking or competitive analysis of the AROYA System; (2) developing, using, or providing a competing software product or service; or (3) any other purpose that is to METER's detriment or commercial disadvantage.

**3.2 Client Equipment.** Client shall be responsible for obtaining and maintaining any materials, equipment and ancillary services needed to prepare its premises for installation of the AROYA System, and to connect to, access or otherwise use the AROYA System, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Client Equipment"). Client shall also be responsible for maintaining the security of the Client Equipment and for all uses of the Client Equipment, with or without Client's knowledge or consent. Client shall be responsible for any damages or injuries caused by the Client Equipment.

**3.3 Cooperation.** Client will reasonably cooperate in the provision of the AROYA System and the Services by providing METER: (a) timely decision-making; (b) notification of relevant issues or information; (c) access to applicable information, personnel, facilities, and Client Equipment; and (d) any other assistance as reasonably requested by METER. METER shall be entitled to rely on all decisions and approvals of Client. Client shall also take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in METER' provision of the AROYA System and the Services. Client will prevent unauthorized access to or use of the AROYA System and the Services and notify the METER promptly of any such unauthorized access or use.



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**3.4 Access.** When METER personnel provide Services on Client's premises, Client will provide METER personnel with (a) access to a suitable workspace and Client Equipment for performance of the Services, including phone, network and internet access and office supplies, as applicable; (b) necessary security access; (c) access to Client's facilities, such as networking systems, and relevant information, including software, hardware and documentation; and (d) any other items set forth in an Order Form or reasonably requested by METER.

**3.5 Updates and Fixes.** Client will cooperate with METER with regard to the installation of all patches, bug fixes, corrections, updates, upgrades, replacements, enhancements, support and maintenance releases or other modifications (collectively, "Updates and Fixes"), made available by METER or a provider of any Third-Party Materials, in a timely manner.

**3.6 Maintenance.** Client is required to perform routine maintenance of the AROYA System, as described in the Documentation, and as may be reasonably requested by METER. In addition, Client shall at all times use the Equipment in a careful and reasonable manner and shall comply with all laws relating to its possession, use or maintenance and keep the Equipment in good and efficient working order. The Equipment shall be kept at the location specified in the applicable Order Form and shall not be removed without METER's prior written consent. METER, its employees and/or agents shall at all times have access to the Equipment as needed inspect or repair the Equipment. Client shall not, without the prior written consent of METER, make and alterations, additions, or improvements to the Equipment. All such alterations or improvements so made shall belong to and remain the property of METER. Client shall keep the Equipment free and clear of all levies, liens, and encumbrances.

**3.7 Failure to Update and Maintain.** Client acknowledges that if Client fails to cooperate with the timely installation of all Updates and Fixes or fails to perform the required routine maintenance or to otherwise keep the Equipment in good and efficient working order as described in Sections 3.5 and 3.6 respectively of these Terms, then such failure may negatively affect performance of the AROYA System, and Client acknowledges and agrees that METER will not be responsible for any deficiencies in the performance of the AROYA System, or for any damages or injuries caused by such failure.

**3.8 Repairs.** Except for the performance of routine maintenance as described in Section 3.6 of these Terms, Client shall not, and shall not allow any person, other than METER personnel, to work on, service, modify, repair, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of the AROYA System. Any action taken by or on behalf of Client in violation of the foregoing prohibitions shall be a material breach of the Agreement, and Client acknowledges and agrees that any such violation will invalidate the warranties set forth in these Terms, METER will be excused from any failure to perform its obligations under the Agreement, including those set forth in the Support Addendum, resulting from Client's breach of this Section, and METER shall not be responsible for any Losses (as defined below) or other liabilities resulting from any actions taken by Client in violation of this Section.

**3.9 Users.** Each User must create their own unique username and password (collectively the "Credentials"). Credentials are specific to each User and may not be shared with or transferred to any other person. METER reserves the right to refuse to register any username or cancel any password that it deems inappropriate. Users are responsible for maintaining the confidentiality of the Credentials. Client will ensure that all Users log out of the AROYA System at the end of each session, and Client will immediately notify METER if it knows or suspects that a User's Credentials have been used by any other person (including other employees of Client). Client will ensure that (a) Users only access the AROYA System and Services using their appropriate User-specific Credentials and (b) no other person (including other



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employees of Client) will access the AROYA System or Services without using Credentials that have been specifically assigned to that person. Client is responsible and liable for all uses of the AROYA System or the Services resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of the Agreement. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of its Users, and any act or omission by a User that would constitute a breach of the Agreement if taken by Client will be deemed a breach of the Agreement by Client.

**3.10 Loss and Damage to Equipment.** Client is responsible for, and shall bear the entire risk of loss of, any theft, damage or destruction of the Equipment, occurring during the period from delivery of the Equipment at Client's site to Client's return of such Equipment to METER, from any cause whatsoever including, without limitation, damage caused by misuse, accident (e.g., accidental physical impact, exposure to liquid, food or other contaminants, etc.), neglect, abuse, alteration, improper or unauthorized repair or modification, tampering, or use with unsuitable equipment, devices, software, services, other unauthorized third-party item(s)), in each case that is not covered specifically under the Support Services described in the Support Addendum (each, an "Uncovered Loss"). In the event of damage to any Equipment due to an Uncovered Loss, METER will determine the applicable cost and value of the Equipment and will add such amount to the amount of Client's next payment. No Uncovered Loss shall relieve Client of the obligation to pay Fees or to comply with any other obligation under the Agreement.

**3.11 Insurance.** Client will insure the Equipment against all hazards (including loss, theft, damage or destruction) in form and amounts and with an insurance satisfactory to METER, in an amount not less than the full replacement value of the Equipment. Client shall also provide and maintain comprehensive general all-risk liability insurance, including but not limited to product liability coverage, with such limits and with an insurer as are satisfactory to METER. Each policy shall expressly provide that said insurance as to METER and its assigns shall not be invalidated by any act, omission or neglect of Client and cannot be canceled without 30 (thirty) days written notice to METER. As to each policy, Client shall furnish to METER a certificate of insurance from the insurer, which certificate shall evidence the insurance coverage required by this Section and shall designate METER as loss payee and/or additional insured. In the event of damage to the Equipment and payment of insurance, METER shall have the option of replacing the Equipment or applying the proceeds on any obligation secured by the Agreement.

**3.12 Client Data.** Client represents and warrants that Client has obtained all necessary licenses and met all other requirements required by applicable law in order to use the AROYA System and provide the Client Data hereunder. Client shall be responsible for the accuracy, quality, appropriateness, and legality of all Client Data.

**3.13 Data Security.** METER shall implement commercially reasonable technical and organizational measures designed to secure the confidentiality, and security of the SaaS Services and any Client Data.

## 4. FEES; PAYMENT; INVOICING

**4.1 Fees; Invoicing and Payment.** Client must pay all fees specified in all Order Forms (the "Fees"). Except as otherwise stated in an Order Form, all Fees are quoted and payable in US dollars and are based on the rights to access and use the AROYA System and not actual usage. Fees for the AROYA System and the Services will be invoiced in accordance with the relevant Order Form. The first month's Fees, as specified in each Order Form, are due and payable upon Client's execution of such Order Form. Except as otherwise stated in an Order Form or as provided herein, payments must be made on a monthly basis in advance. Client will provide METER with complete and accurate billing and contact information. If Client believes



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that METER has billed Client incorrectly, Client must contact METER no later than 120 days after the date the invoice is received, in order to receive an adjustment or credit. Fees for any Renewal Subscription Terms will be at the list price for the AROYA System and Services in effect at the time of such renewal.

**4.2 Nonrefundable; No Deductions or Setoffs.** All Fees and any other payment obligations under any Order Forms are noncancelable, and all payments made are nonrefundable. All Fees payable to METER under the Agreement shall be paid by Client to METER in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable Law).

**4.3 Overdue Payments.** Unpaid past-due amounts are subject to a finance charge of one and a half percent 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all costs and expenses of collection, and may result in termination of the Agreement or Suspension of the license grant to the AROYA System and provision of the Services as described in these Terms, including Section 2 of these Terms.

**4.4 Nonpayment and Suspension of Service.** If Client's account is more than thirty (30) days past due then, in addition to any other rights or remedies it may have under this Agreement or by law, METER reserves the right to suspend the licenses granted hereunder and the performance of the Services upon written notice, without liability to Client, until such amounts are paid in full.

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

## 5. INTELLECTUAL PROPERTY; OWNERSHIP

**5.1 Meter IP.** Client acknowledges that, as between Client and METER, METER owns all right, title, and interest, including all Intellectual Property Rights, in and to (a) the METER IP, as well as all improvements, enhancements or modifications thereto, (b) the AROYA System and the Services, and any software, applications, inventions or other technology developed in connection with the provision of the AROYA System and the Services, and (c) all Intellectual Property Rights related to any of the foregoing. METER reserves all rights not expressly granted to Client in the Agreement. Except for the limited rights and licenses expressly granted under the Agreement, nothing in the Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any Intellectual Property Rights or other right, title, or interest in or to the METER IP, the AROYA System or the Services.

**5.2 Client Data.** METER acknowledges that, as between METER and Client, Client owns all right, title, and interest, including all Intellectual Property Rights, in and to the Client Data. Client grants METER a worldwide, perpetual, nonexclusive, royalty-free, fully paid-up, assignable, transferable, sublicensable right and license to host, store, transfer, display, perform, reproduce, modify, and distribute Client Data, in whole or in part, in any media formats and through any media channels (now known or hereafter developed) to provide the AROYA System and the Services to Client and to create or generate Usage Statistics.



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**5.3 Usage Statistics.** Notwithstanding anything to the contrary in the Agreement, METER may monitor Client's use of the AROYA System and collect, compile and generate Usage Statistics. As between METER and Client, METER owns all right, title, and interest, including all Intellectual Property Rights, in and to the Usage Statistics.

**5.4 Feedback.** Client acknowledges and agrees that METER may, at its discretion and for any purpose, use, modify, and incorporate into the AROYA System or Services any feedback, comments, or suggestions Client or Users provide to METER (collectively, "Feedback"), without any obligation to Client or Users, although METER is not required to use any Feedback.

**5.5 Equipment.** Except as otherwise set forth in an Order Form, Client acquires no ownership rights in the Equipment and has no option to purchase the Equipment. The Equipment is, and shall remain, the property of METER, and Client shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement. The Equipment shall remain personal property even though installed in or attached to real property.

**5.6 Third-Party Materials.** Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any intellectual property rights in or relating to the Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Third-Party Materials are and will remain with the respective rights holders in the Third-Party Materials.

## 6. CONFIDENTIALITY

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

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

**6.3 Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior written notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at





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the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party shall reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

### **7.WARRANTY, DISCLAIMER**

**7.1 Limited Warranty.** METER warrants that, during the Subscription Term, the AROYA System shall perform materially in accordance with the specifications contained in the then current Documentation. In the event of any breach of this warranty during the Subscription Term, METER shall, as its sole liability and Client's sole and exclusive remedy for such breach, use commercially reasonable efforts to remedy such deficiencies that cause the AROYA System to not conform to this warranty, as described in the Support Addendum. The foregoing warranty is expressly conditioned upon (i) Client providing METER with prompt written notice of any claim thereunder during the applicable Subscription Term; (ii) Client's full cooperation with METER in all reasonable respects relating thereto; and (iii) the absence of any alteration or other modification of the AROYA System by any person or entity other than METER. METER will be excused from any failure to perform its obligations under this warranty with respect to any damage to the AROYA System resulting from Client's acts or omissions. If METER determines that it is unable to remedy any deficiencies, METER may terminate that portion of the applicable Order Form affected and refund to Client a pro rata amount of any Fees actually pre-paid by the Client to METER for the unused Subscription Term of the defective portion of the AROYA System.

**7.2 Performance of Support Services.** METER warrants that it shall perform the Support Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards. Client's sole and exclusive remedy in the event that the Support Services fail to materially conform to the performance warranty set forth in this Section is that, if notified by Client of such failure, METER shall, at its sole expense, promptly use commercially reasonable efforts to cure or correct such failure.

**7.3 DISCLAIMER.** METER PROVIDES THE AROYA SYSTEM AND THE SERVICES "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." THE AROYA SYSTEM AND THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INCLUDING WITHOUT LIMITATION THOSE INHERENT IN THE USE OF SAAS, CLOUD COMPUTING, INTERNET, AND ELECTRONIC COMMUNICATIONS. METER SHALL NOT BE RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT THE FOR SPECIFIC WARRANTIES SET FORTH IN THIS SECTION, METER MAKES NO (AND SPECIFICALLY DISCLAIMS ALL) REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE AROYA SYSTEM AND THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS; THAT THE CLIENT DATA OR ANY OTHER DATA WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED; OR ANY WARRANTY (WHETHER EXPRESS, IMPLIED, OR STATUTORY) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. IN THE EVENT THAT A JURISDICTION DOES NOT ALLOW THE FOREGOING EXCLUSIONS, SUCH EXCLUSIONS WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CLIENT IN CONNECTION WITH THE PROVISION OF THE AROYA SYSTEM AND THE SERVICES. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND



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**ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS, AND METER HEREBY DISCLAIMS ANY AND ALL LIABILITY RELATING TO CUSTOMER'S USE THEREOF.**

## **8. INDEMNIFICATION; LIMITATION OF LIABILITY**

**8.1 Indemnification by METER.** METER will defend, indemnify, and hold Client harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Client by a third party alleging that the use of the SaaS Services (excluding Third-Party Materials) as contemplated hereunder infringes a US copyright issued as of the effective date provided, however, that Client (a) promptly gives written notice of the Claim to METER; (b) gives METER sole control of the defense and settlement of the Claim (provided that METER may not settle any Claim unless it releases Client of all liability); and (c) provides to METER, at METER'S cost, all reasonable assistance. METER will not be required to indemnify Client in the event a Claim arises out of or relates to any (a) modification of the SaaS Services by Client or any violation by Client or any Users of the obligations under this Agreement; (b) use of the SaaS Services in a manner inconsistent with the documentation; (c) use of the SaaS Services in combination with any other product or service not provided by METER; (d) use of the SaaS Services in a manner not otherwise contemplated by this Agreement; or (e) Client Data or Third-Party Materials. If Client is enjoined from using the SaaS Services or METER reasonably believes it will be enjoined, METER will have the right, in its sole discretion, to obtain for Client the right to continue use of the SaaS Services or to replace or modify the SaaS Services so that it is no longer infringing. If neither of the foregoing options is reasonably available to METER, then use of the SaaS Services may be terminated in METER's sole discretion and METER's sole obligation and liability will be to refund any prepaid, but unused, Fees paid by Client for the SaaS Services.

**8.2 Indemnification by Client.** Client shall defend, indemnify, and hold METER harmless from any Claims made or brought by a third party based upon (a) a breach of this Agreement by Client, its employees, and Users resulting in the unauthorized disclosure of Confidential Information; (b) allegations that Client Data or business information infringes the rights of (including the Intellectual Property Rights or any privacy rights), or has caused harm to, a third party; (c) Client's breach of Section 3.1; or (d) in connection with a claim arising from use of the AROYA System or the Services in breach of this Agreement by Client or Users provided, however, that METER (i) promptly gives written notice of the Claim to Client; (ii) gives Client sole control of the defense and settlement of the Claim (provided that Client may not settle any Claim unless it unconditionally releases METER of all liability); and (iii) provides to Client, at Client cost, all reasonable assistance.

**8.3 SOLE INDEMNITY. METER'S INDEMNITY OBLIGATIONS SET FORTH EXPRESSLY IN SECTION 8.1 OF THESE TERMS ARE METER'S SOLE AND EXCLUSIVE INDEMNITIES OWED IN CONNECTION WITH, ARISING FROM, BASED UPON, OR FLOWING FROM THE AGREEMENT, EXCLUDING ALL OTHER INDEMNITIES THAT MAY ARISE UNDER APPLICABLE LAWS OR OTHERWISE.**

**8.4 LIMITATION OF LIABILITY. IN NO EVENT SHALL METER'S LIABILITY FOR ANY LOSSES OR CLAIMS ARISING OUT OF OR RELATING TO THE AROYA SYSTEM (INCLUDING THE EQUIPMENT AND ANY PURCHASED EQUIPMENT), THE SERVICES, ANY RELATED SOFTWARE, AND/OR THE AGREEMENT (INCLUDING WITHOUT LIMITATION ANY ORDER FORM) EXCEED THE TOTAL AMOUNT PAID BY CLIENT TO METER TO USE THE AROYA SYSTEM AND RECEIVE THE SERVICES DURING THE SIX (6) MONTHS PRIOR TO THE DATE OF THE CLAIM. IN NO EVENT SHALL METER BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL,**



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**EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OR COSTS OF ANY TYPE OR KIND (INCLUDING WITHOUT LIMITATION LOSS OF DATA, REVENUE, PROFITS, GOODWILL, USE OR ANY OTHER ECONOMIC ADVANTAGE OR BENEFIT) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE AROYA SYSTEM (INCLUDING THE EQUIPMENT AND ANY PURCHASED EQUIPMENT) OR THE SERVICES AND/OR THE AGREEMENT (INCLUDING WITHOUT LIMITATION ANY ORDER FORM), INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE AROYA SYSTEM OR THE SERVICES AND/OR ANY INTERRUPTION, INACCURACY, ERROR, OR OMISSION. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER CLAIM OR BASIS.**

### **9.AUDIT RIGHTS**

**9.1** Client agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Subscription Term and for a period of two (2) years after the termination or expiration of the Agreement with respect to matters necessary for accurately determining amounts due hereunder. Upon written request, Client shall furnish to METER a signed certification certifying that Client and Users are using the AROYA System and the Services pursuant to the terms of this Agreement and the applicable Order Form. With reasonable prior notice of at least ten (10) days, METER may audit Client's use of the Services during the Subscription Term and for a period of two (2) years thereafter. Without due cause shown, all such audits shall be conducted during regular business hours and no more frequently than twice in any twelve (12) month period and in a manner that does not unreasonably interfere with Client's business operations. Client shall make available all such books, records, equipment, information, and personnel and shall provide all such cooperation and assistance as may reasonably be requested by or on behalf of METER with respect to such audit. If an audit shows that Client has underpaid METER with respect to any amounts due and payable during the Subscription Term, Client shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 4.4 of these Terms. METER shall be responsible for the costs of the audit, provided that Client shall pay for the costs of the audit if the audit determines that Client has breached the Agreement or underpaid any amounts due.

### **10.TERM, SUSPENSION AND TERMINATION**

**10.1 Term.** The term of the Agreement will commence on the date first written above and will remain and continue in effect, unless sooner terminated, as provided in the Agreement.

**10.2 Suspension.** Notwithstanding anything to the contrary in the Agreement, and in addition to any other rights or remedies METER may have under the Agreement or at law or in equity, METER may temporarily suspend Client's access to any portion or all of the AROYA System or Support Services if METER determines, in its sole discretion, that (a) there is a threat or attack on the AROYA System or any of the METER IP; (b) Client's use of the AROYA System disrupts or poses a security risk to the AROYA System or to any other customer or vendor of METER; (c) Client is using the AROYA System or METER IP for fraudulent or illegal activities; (d) Client has failed to comply with its obligations to update and maintain the AROYA System, as outlined in Sections 4.6 and 4.7 of these Terms; (e) the AROYA System is being deliberately used in an unsafe or harmful manner, or Client or a User is using the AROYA System in a way that may subject METER, its Affiliates, employees, officers, directors, contractors, other representatives, or any third party to liability; or (f) subject to applicable law, Client has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar.



**METER**

### **10.3 Termination.**

- (a) METER may terminate the Agreement and any Order Forms, effective on written notice to Client, if: (i) Client fails to pay any amount when due hereunder, and such failure continues more than ten (10) days after METER's delivery of written notice thereof; (ii) Client breaches any of its obligations under Section 3 (Restrictions and Obligations) Section 5.1 (METER IP) or Section 11.5 (Assignment) of these Terms; (iii) within five (5) days after METER has suspended Client's access to the AROYA System or provision of the Support Services, Client has not remedied the event or issue giving rise to the suspension to METER's satisfaction; or (iv) Client experiences a Bankruptcy Event.
- (b) Either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach remains uncured for thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach.
- (c) Either party may terminate the Agreement, effective upon thirty (30) day's prior written notice, so long as there are no active Order Forms currently in effect under the Agreement and there have been no active Order Forms under the Agreement for a consecutive period of one (1) year.
- (d) In the event that METER is permitted to terminate the Agreement pursuant to Sections 10.3(a) or 10.3(b) of these Terms, then METER shall also have the right, exercisable at its option acting in its sole discretion, to take any of the following actions:
  - (i) Enter Client's premises and without any court order or other process of law may repossess and remove the Equipment, either with or without notice to Client. Client hereby waives any trespass or right of action for damages by reason of such entry or removal. Any such repossession shall not, in and of itself, constitute a termination of the Agreement.
  - (ii) Require Client, at its expense, to return the Equipment in good repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering it, packed and ready for shipment, to such place as METER may specify. Client shall be liable to METER for the fair market value of the Equipment, determined as of the Effective Date, unless Client returns the Equipment to METER within ten (10) business days after receipt of a demand by METER in accordance with this Section 10.3(d)(ii).
  - (iii) Accelerate all future Fees due under all Order Forms such that all such Fees become due and payable immediately.
  - (iv) Exercise any other rights or remedies METER may have under the Agreement or at law or in equity.

**10.4 Effect of Termination.** Upon any termination of the Agreement, including any Order Form, Client must, as of the date of such termination, immediately cease accessing or otherwise utilizing the AROYA System and the Services and METER Confidential Information, and Client, at its expense, shall return the Equipment in good repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering it to such place as METER may specify, at Client's cost and expense. Client shall be liable to METER for the fair market value of the Equipment, determined as of the Effective Date, unless Client returns the Equipment to METER within ten (10) business days after expiration or termination of the Agreement or an Order Form.



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Termination for any reason will not relieve Client of the obligation to pay any Fees accrued or due and payable to METER prior to the effective date of termination.

**10.5 Client Data Retention and Return.** Upon the termination or expiration of a Subscription Term, applicable Client Data may be preserved for up to ninety (90) days after such termination or expiration (the "Retention Period"). During the Subscription Term or the Retention Period, within thirty (30) days of receipt of Client's written request, METER will facilitate electronic delivery of any Client Data in the SaaS Services to Client in METER's standard database export format at no additional charge. If Client requests Client Data in a custom format, Client shall pay time and materials to METER for such custom format (as agreed upon by METER and Client). After the Retention Period, the Client Data may be permanently deleted from METER's servers and will be irrecoverable by Client. Client hereby acknowledges and agrees that METER shall have no obligation to retain Client Data after the Retention Period unless otherwise required by law. If Client begins a new Subscription Term pursuant to an Order Form prior to the end of the Retention Period, Client Data shall remain available to Client in accordance with these Terms.

## 11. GENERAL PROVISIONS

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

**11.2 Non-Solicitation.** During the Subscription Term and for a period of twelve (12) months thereafter, neither Party shall, directly or indirectly, solicit for employment or employ, or accept services provided by, (i) any employee or subcontractor of the other Party (including employees or subcontractors of METER's Affiliates); or (ii) any former employee or former subcontractor of the other Party (including former employees or former subcontractors of METER's Affiliates) who performed any work in connection with or related to the Services. Notwithstanding the foregoing, general solicitations for employment not directed to a specific employee or group of employees within either Party's organization, including, without limitation, those placed in publications that are in general circulation or on the internet, shall not be considered solicitations in violation of this Section.

**11.3 Subcontractors.** METER may use contractors or subcontractors, and other third-party providers in connection with the performance of its own obligations hereunder as it deems appropriate, provided that METER remains responsible for the performance of each such subcontractor.

**11.4 Entire Agreement.** The Customer Agreement, these Terms and the Order Form(s) constitute the entire agreement between Client and METER regarding the AROYA System and the Services, and the Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No provision of any purchase order or other document of Client, including without limitation any electronic invoicing portals or vendor registration processes, will supersede the terms and conditions of the Agreement, and any such document relating to the Agreement shall be for administrative purposes only and shall have no legal effect notwithstanding any provision to the contrary in any such other document.

**11.5 Assignment.** Client may not assign or transfer any of its rights or obligations hereunder, whether by operation of law or otherwise, including in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets or stock (or substantially all of its growing operations where the



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AROYA System is installed), without METER's prior written consent, which may be withheld or given in METER's sole discretion. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

**11.6 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create any partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

**11.7 Amendment and Modification; Waiver.** Client agrees that from time-to-time METER may modify these Terms and that any such changes shall become effective immediately. Any other changes to the Agreement may only be made by a written amendment executed by duly authorized officers or representatives of both Parties. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in the Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from the Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

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

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

**11.10 Choice of Law and Jurisdiction.** Excluding conflict of laws rules, this Agreement shall be governed by and construed under the laws of the State of Washington. All disputes arising out of or in relation to this Agreement shall be submitted to the exclusive jurisdiction of the state and federal courts located in Seattle, WA. Nothing in this section shall restrict METER's right to bring an action (including without limitation a motion for injunctive relief) against Client in the jurisdiction where Client's place of business is located. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement.

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

**11.12 Limitation of Actions.** No action arising out of or relating to the Agreement or the AROYA System or the Services may be commenced against METER more than 12 months after the basis for such claim could reasonably have been discovered.



## METER

**11.13 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 the Agreement or the transactions contemplated hereby.

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

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

**11.16 Survival.** The following provisions shall survive any expiration or termination of this Agreement: Sections 1, 3.9, 3.10, 3.11, 3.13, 4, 5, 6, 7.3, 8, 9, 10, and 11, and any other provisions that by their terms are intended to survive.

[End]



**METER**

## Schedule 1

### Support Addendum

This Support Addendum (this “Support Addendum”) is attached to, governed by, and incorporated by reference into the AROYA Terms and Conditions (the “Terms”). Capitalized terms used but not defined herein shall have the meaning assigned to them in the Terms. For the purposes of this Support Addendum, METER and Client may each be referred to as “party” or, collectively, as the “parties.”

- **Application.**
  - This Support Addendum only applies to Equipment that has been leased by METER to Client pursuant to a Client Agreement. Any Purchased Equipment is subject to and governed by the Purchased Equipment Addendum attached as Schedule 2 to the Terms, and the provisions of this Support Addendum shall not apply to any Purchased Equipment.
- **Delivery, Installation and Onboarding.**
  - METER will provide Client with an estimated delivery date for the AROYA System, and METER will use commercially reasonable efforts to deliver the AROYA System by the estimated delivery date. Documentation, including training materials, will be made available to Client upon delivery of the AROYA System. Client will self-install the AROYA System in accordance with the Documentation and METER’s instructions. Upon completion of the installation process, METER will assist Client with the onboarding process, which will be completed remotely.
- **AROYA System Support and Maintenance.**
  - Equipment:
    - During the Subscription Term, and subject to Client’s compliance with its obligations in the Terms and the Client Agreement, in the event that the Equipment or a component thereof malfunctions or otherwise ceases to operate substantially in accordance with the Documentation, through no fault of Client (a “Defect”), then, provided the Defect is not the result of Uncovered Losses, METER will use commercially reasonable efforts to repair the affected component or replace the affected component with a similar-performing component.
    - Client acknowledges and agrees that any replacement component may be: (a) a different version or model of the replaced component, provided that any such replacement shall operate in a substantially similar manner to the replaced component; and/or (b) a pre-owned and refurbished component, provided that any such refurbished components shall be cleaned by METER in accordance with METER’s Refurbishment Policy, which is located at [AROYA Refurbishment Policy](#).
    - Client is responsible for ensuring that any replacement components are clean and free of contaminants prior to installation.
    - Notwithstanding anything else in the Terms or this Support Addendum, repair or replacement of the Equipment or component thereof containing the Defect shall be Client’s sole remedy for a Defect.
  - Third-Party Materials: METER will use commercially reasonable efforts to assist Client in coordinating with





the applicable third party provider to resolve any issues with Third-Party Materials.

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- **Excusable Delays and Failures.**
  - METER will be excused from delays in performing, or from a failure to perform, hereunder to the extent that such delays or failures result from a Force Majeure Event. Without limiting the generality of the foregoing, Client acknowledges that Client's (a) failure or delay in furnishing necessary information, equipment or access to facilities, (b) delays or failure caused by (i) Third-Party Materials, (ii) Client Materials or (iii) Client's delay or failure to install updates and fixes made available by METER or a third party provider of Third-Party Materials, or (c) delays or failure by Client in completing tasks required of Client or in otherwise performing Client's obligations hereunder or under the Agreement, will, in each case, be considered an excusable delay or excusable failure to perform hereunder and may impede or delay completion of the Support Services. Client further acknowledges that such delays or failures may result in additional charges for the Support Services.
- **Phone and Email Support.**
  - Email Address: [support.aroya@metergroup.com](mailto:support.aroya@metergroup.com)
  - Phone Number: +1.509.332.5844
- **Modifications.**
  - Client agrees that from time-to-time METER may modify this Support Addendum and that any such changes shall become effective immediately.



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## Schedule 2

### Purchased Equipment Addendum

This Purchased Equipment Addendum (this “Purchased Equipment Addendum”) is attached to, governed by, and incorporated by reference into the AROYA Terms and Conditions (the “Terms”). Capitalized terms used but not defined herein shall have the meaning assigned to them in the Terms. For the purposes of this Purchased Equipment Addendum, METER and Client may each be referred to as “party” or, collectively, as the “parties.”

- **Application.**
  - This Purchased Equipment Addendum only applies to Purchased Equipment. Any Equipment that has been leased by Client is subject to the Support Addendum and the provisions of this Purchased Equipment Addendum shall not apply to any such leased Equipment.
- **Amendments to Terms and Conditions.** The Terms are hereby amended as follows with respect to Purchased Equipment:
  - All references to the defined term “Aroya System” in the Terms are hereby deleted and replaced with the defined term “SaaS Services.”
  - The following Sections of the Terms are hereby deleted with respect to Purchased Equipment and will not apply to the Purchased Equipment:
    - Section 2.3 (Support Services); Section 3.6 (Maintenance); Section 3.8 (Repairs); Section 3.10 (Loss and Damage to Equipment); Section 5.5 (Equipment); Section 7.1 (Limited Warranty); Section 7.2 (Performance of Support Services); and Section 10.4 (Effect of Termination).
  - The first sentence of Section 3.11 (Insurance) of the Terms also applies to Purchased Equipment.
  - Sections 10.3(d)(i) and (ii) of the Terms shall only apply with respect to any Purchased Equipment for which Client has not paid the applicable purchase price in full (“Underpaid Equipment”).
- **Additional Provisions.** The following terms and conditions shall apply to any Purchased Equipment and are hereby added to and incorporated by reference to the Terms with respect to any Purchased Equipment.
  - **Effect of Termination.** Upon any termination of the Agreement, including any Order Form, Client must, as of the date of such termination, immediately cease accessing or otherwise utilizing the SaaS Services and the Services and METER Confidential Information. With respect to any Underpaid Equipment, Client must, as directed by METER at METER’s sole discretion, either (a) pay all amounts due for the Underpaid Equipment immediately; or (b) return any such Underpaid Equipment in good repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering it to such place as METER may specify, at Client’s cost and expense. Termination for any reason will not relieve Client of the obligation to pay any Fees accrued or due and payable to METER prior to the effective date of termination.
  - **Maintenance.** Client shall at all times and at Client’s own expense keep the Purchased Equipment in good and efficient working order. Client shall not, without the prior written consent of the METER, make and alterations, additions, or improvements to the Purchased Equipment. All such alterations or improvements so made shall belong to and remain the property of METER.



- **Limited Warranty for Purchased Equipment.** METER warrants all Purchased Equipment manufactured by it to be free from defects in parts and labor for a period of one (1) year from the date of shipment from METER to Client (the “Warranty Period”). Client’s sole and exclusive remedy, and METER’s sole and exclusive obligation for any breach of the foregoing limited warranty is that, if notified by Client of such breach during the applicable Warranty Period, upon delivery by Client to METER of the applicable Purchased Equipment and verification by METER of a covered defect, METER shall repair, replace, or issue credit for (at METER’s sole discretion) the Purchased Equipment. Client acknowledges and agrees that any replacement component may be: (a) a different version or model of the replaced component, provided that any such replacement shall operate in a substantially similar manner to the replaced component; and/or (b) a pre-owned and refurbished component, provided that any such refurbished components shall be cleaned by METER in accordance with METER’s Refurbishment Policy, which is located at [AROYA Refurbishment Policy](#). METER will be excused from any failure to perform its obligations under this warranty with respect to any damage to the Purchased Equipment resulting from Client’s acts or omissions.
- **Retention of Security Interest.** METER shall retain a security interest in any Underpaid Equipment and any and all parts, accessories, attachments, additions, and other goods and all replacements of them installed in, affixed to, or used in connection with the Underpaid Equipment or, if Client sells or otherwise disposes of the Underpaid Equipment in violation of the terms of the Agreement, in the proceeds of such sale or disposition (including accounts receivable), until such time as METER has received payment in full for the Purchased Equipment. Client will sign and deliver to METER any document to perfect this security interest that METER reasonably requests.
- **Loss or Damage.** Unless otherwise stated in an applicable Order, METER will deliver the Purchased Equipment FOB shipping point, and title (subject to any security interest retained in connection with the provisions of this Purchased Equipment Addendum) to and risk of loss of the Purchased Equipment will pass to Client upon such delivery by METER. Any stated delivery dates are approximate, and METER has the right to deliver any Purchased Equipment in installments. No loss or damage to the Purchased Equipment or any part thereof shall affect or impair the obligations of Client hereunder which shall continue in full force and effect.
- **Modifications.**
  - Client agrees that from time-to-time METER may modify this Purchased Equipment Addendum and that any such changes shall become effective immediately.