

**LANDIS+GYR**

**SUPPORT AGREEMENT**

This Landis+Gyr Support Agreement (this “**Agreement**”), effective as of the last signature date below (“**Effective Date**”) by and between Landis+Gyr Technology, Inc. (“**Landis+Gyr**”) and Legal Account Name (“**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 separate 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 Agreement below have the meaning given to them in the Master Agreement.

**1. Definitions.**

“**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.

“**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, organization, 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 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 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 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 first year of the Initial Term. Fees 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 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 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) Telephone direct dial-in at 888.390.5733;
  - (b) Customer support portal
  - (c) Email at: [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:

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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>	Non-stop 24/7/365	Within 60 minutes	every 2 hours	24 hours	<p>Supervisor: Immediately Manager: 30 minutes Director: 1 hour VP: at Directors discretion</p> <p>Customer 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>	As needed 24/7/365	Within 4 hours	1 calendar day	7 calendar days	<p>Supervisor: 1 hour  Manager: 2 hours  Director: at Managers discretion  VP: at Directors discretion</p> <p>Customer 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>Customer 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>Customer 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, 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 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 Customer 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 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 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 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 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.
- (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 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 Agreement (and any warranty services in this 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 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 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 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 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 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 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, 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.
- 12.2 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:                      Legal Account Name  
    Account Address1  
    Account Address2  
    Attn: Legal Contact  
    Facsimile No: Fax Number
- For Landis+Gyr:                      Landis+Gyr Technology, Inc.  
    30000 Mill Creek Avenue, Suite 100  
    Alpharetta, GA 30022  
    Attn: Legal Department  
    Facsimile: 678.258.1686  
    Email: legalcontractteam@landisgyr.com
- 12.3 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, pandemic, epidemic or other 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.
- 12.4 No Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no party other than Landis+Gyr and Customer shall have any legally enforceable rights under this Agreement.
- 12.5 Headings. All headings used in this Agreement are for reference purposes only and are not part of this Agreement.
- 12.6 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 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.

12.7 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 or is 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 maintenance, Landis+Gyr shall have sole responsibility for all persons employed by it in connection with the performance of such maintenance and, except as provided in this Agreement, Landis+Gyr shall solely determine the methods, details, and means of performing the Services.

12.8 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.

12.9 Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia and shall for all purposes be construed and enforced in accordance with Georgia law without regard to its conflicts of laws principles.

12.10 EEOC and Affirmative Action.

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.

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.

- 12.11 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.

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

Landis+Gyr Technology, Inc.

Customer Account Name

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Landis+Gyr Technology, Inc.

Signature

Printed Name

Title

Date

## **Exhibit A**

### **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.

Training: Landis+Gyr shall provide annually, at no additional cost to Customer, sixteen (16) credits for ongoing Landis+Gyr training. These credits can be applied to any University standard course offering. Training credits not exercised annually shall expire. Landis+Gyr's list of standardized training is available within the customer portal. Customer will be responsible for all Customer expenses incurred, including trainee's transportation, lodging and meals.