



METRON SENSOR AND DATA SERVICES TERMS

<https://metron-us.com/terms>

Effective April 15, 2025

These Sensor and Data Services Terms ("Terms") and applicable Orders (defined below), form the "Agreement" between Metron Farnier, LLC, a Colorado limited liability company having a principal place of business at 5665 Airport Blvd, Boulder, CO 80301 and its Affiliates ("we/us/our") and the customer ("you/your/yours") who signs an applicable Order, unless otherwise agreed in writing. Your Order confirms that you own, manage, or are otherwise responsible for a Property and have legal authority to bind the applicable owners, managers, or other responsible parties for each identified Property to the Agreement, and that they are individually and collectively responsible for complying with the Agreement. These Terms apply even if they are not specifically referenced on your Order. You and we may be individually referred to as a "party" or collectively as the "parties".

1. Order of Precedence. Agreement documents will control over conflicting terms in the following order:

- A. Order. An Order specifying meters, monitors, installation, data services, pricing, term, and other transaction-specific provisions.
- B. Current Agreement. The current term of a previously signed agreement or bid award. Multi-year agreements or bid awards will continue until the original expiration date; renewable agreements will expire at the end of their current term and be replaced by these Terms.
- C. These Terms. The Order and Current Agreement described above will control over conflicting provisions of these Terms, but these Terms will add provisions that are not included in either the Order or Current Agreement.

2. Sensors and Data Services Definitions.

- A. Sensors. We sell or license new or replacement meters (meters, submeters, hydrant meters) and cellular data transmission equipment (monitors, registers) (which together we call "Sensors") to you for installation on each specified site ("Property") described on your Order(s).
- B. Data Services. We process and analyze water consumption information from the Sensors through our proprietary data monitoring and analytics software providing information such as consumption details for billing, leak detection, and usage analyses ("Data Services") which we provide to you by subscription to a user-accessible dashboard and/or through direct water management notifications, depending on your specified Data Services. Your subscription provides you with a non-transferable right to access or receive the Data Services for your internal business purposes for the period ("Term") specified in an Order.

3. Other Definitions.

- A. "Affiliate" means any entity that is controlled by or is under common control with a party, where "control" or "controlled" means mean that at least fifty percent (50%) of the Affiliate's capital, assets, voting stock, profits, interests, or similar participation rights are owned or controlled, directly or indirectly, by another entity.
- B. "Order" means a communication such as a document, accepted quotation, purchase order, or Agreement exhibit identifying you and specifying the quantities, types, installation (by us or you) of Sensors, each applicable Property, Data Services subscription details, the Term, and applicable charges or fees.
- C. "Real Estate" customers are commercial entities who own, manage, or otherwise operate a Property such as manufactured housing communities, commercial buildings such as offices, shops, or apartments, educational institutions, and property investors. Real Estate customers license the Sensors and subscribe to the Data services for each specified Property.
- D. "Utility" customers are public entities chartered by the applicable government authority to provide water services to a specified location. Utility customers purchase and own the Sensors and subscribe to the Data Services for each specified Property.
- E. "Marks" means registered or unregistered trademarks, service marks, trade names, logos, service names, or other proprietary markings.
- F. "Occupant" means a resident or tenant of a Property identified in the Data Services.

4. Fees and Payments. (NOTE: Any terms in the Agreement regarding fees, payments, or refunds apply only to Orders directly between you and us, and do not apply to transactions where you have ordered and paid for Sensors or Sensor licenses and Data Services subscriptions through one of our Distributors.)

- A. Invoicing. We will invoice you for Sensor and Data Services fees for each Property specified on an applicable Order. Sales tax will be added as applicable, unless you provide us with a tax exemption certificate with your

Order. The Order will specify applicable Data Services subscription fees for Property based on the number of Sensors, the number/types of users, and/or the specified Data Services. We reserve the right to adjust hardware prices on future orders to reflect the impact of any tariffs, duties, or similar governmental charges imposed, or manufacturer cost increases, after your Order date.

- B. **Payment.** Our invoices are due and payable within thirty (30) days after the invoice date. You may pay by ACH, Wire, or credit card (including auto-payment by either method). We will add processing charges for any payment method other than by ACH or Wire, such as credit card, check, or customer portal. We may charge a late payment fee of two percent (2%) per month or the maximum rate permitted by applicable law for any undisputed invoice, whichever is less. We may suspend pending Sensor installations and Data Services if any undisputed invoice remains open and unpaid for more than sixty (60) days from the date of invoice after we've notified you, and will proceed with the installations and restore the Data Services when you bring the account current. We are not responsible for any lost income or damages resulting from our suspension of any services due to your late payments.

5. Term and Termination.

- A. **Term.** The Term of the Agreement begins when we accept your Order and continues until terminated as provided below. The Term of an Order is specified in each Order.
- B. **Termination.** Either party may terminate the Agreement or you may terminate an Order for an individual Property with thirty (30) days' written notice to us (including email).
- C. **Effect of Termination or Expiration.**
- On the date that an Order or the Agreement terminates or expires, we will stop Data Services for each applicable Property. Upon the termination or expiration of an Order or the Agreement, (a) each party will return the other's Confidential Information in its possession or control, and (b) all amounts that you owe to us through the termination or expiration date will be immediately due and payable.
 - Real Estate customers who terminate their Sensor licenses and Data Services for a Property before the end of the Agreement or Order term, will pay us a cancellation fee specified in the Order based on the Sensor type and Order duration, reduced by one percent (1%) of that total for each elapsed month of the Agreement or Order for that Property ("Cancellation Fee") and you will promptly return all Sensors to us at your expense. We will waive the Cancellation Fee and Sensor return if you divest a Property to a new owner and assign the Agreement as provided in the "Assignment" section of these Terms.

6. Confidentiality.

- A. **Confidential Information** means all information or data, whether or not in tangible form, disclosed or otherwise made available in connection with this Agreement by one party (the "Discloser") to the other party (the "Recipient"), that the Discloser has marked as confidential or proprietary, has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the Recipient, or that would reasonably be expected to be confidential under the circumstances. Our Confidential Information includes all proprietary information relating to the Sensors and Data Services including our Sensor and software design and development and the terms of this Agreement, including pricing information. Your Confidential Information shall include your content and proprietary business practices. However, Confidential Information does not include information that (i) is already known to Recipient at the time of disclosure, (ii) is or becomes publicly known through no wrongful act or failure of the Recipient, or (iii) is independently developed by Recipient without using Discloser's Confidential Information, or (iv) is received from a third party without breaching any confidentiality obligation.
- B. A Recipient shall use reasonable measures to protect the confidentiality of and avoid disclosure and unauthorized use or copying of the Discloser's Confidential Information. Except where specifically allowed by this Agreement, a Recipient may only disclose the Discloser's Confidential Information to (1) Recipient's employees, agents, and legal or financial advisors who have a need to know in the course of their duties and (2) as required by law or court order, provided the Recipient promptly notifies the Discloser and cooperates in any effort by the Discloser to seek an order protecting confidential treatment. Recipient must protect any disclosure of Confidential Information to any third party with confidentiality requirements equivalent to these, in a written agreement signed before the disclosure. If you participate in a group event that we have sponsored, these Confidentiality terms shall apply to any Confidential Information disclosed by any group participant, and we may provide a copy of this Confidentiality section to any Discloser seeking to enforce its provisions. You or we may disclose the terms of this Agreement to existing and potential investors, lenders and acquirers and their legal or financial advisors.

- C. Upon termination of this Agreement, each party shall promptly return or destroy the other party's Confidential Information that it possesses or controls. If requested by a Discloser, an authorized representative of the Recipient shall certify in writing that Discloser's Confidential Information has been destroyed. This obligation to return or destroy Confidential Information or copies does not extend to automatically generated computer back-up or archival copies generated in the ordinary course of Recipient's information systems procedures, provided that Recipient shall make no further use of Confidential Information contained in those copies.
- D. Whistleblower exclusion. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or for disclosing a trade secret in a complaint or other document filed in a lawsuit or other proceeding if the filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose a trade secret to that individual's attorney and may use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except as required by a court order.

7. Ownership and Data Use.

- A. You own all rights to the proprietary information you provide, such as property types and addresses and administrator or occupant personal information ("Customer Data"). You are responsible for obtaining any necessary consents for disclosure and transmission of any personal information in the Customer Data and any consequences or results of any transmission or publication of any private information not intended for public availability. Within thirty (30) days after termination or expiration of an Order, you may request that we provide a file of your Customer Data. You grant us the right to access, copy, transmit, reformat, and display Customer Data to create and provide the Data Services which may include personal information as necessary for you to bill your occupants. You agree that we may analyze Customer Data for the purpose of improving our Data Services, or to provide generalized data on the use or attributes of content types and may provide additional consumption analytics. You also agree that we may also create generalized examples of types of Customer Data to demonstrate our Data Services analytics capabilities. Your subscription to access and use our Data Services through our software or dashboards does not include ownership rights to any Data Services. We will utilize reasonable, currently available measures to remove end-user personal information from the generalized data.
- B. We own all rights to our Marks, Sensor designs, Data Services, any modifications or improvements, and all related intellectual property rights. We also own the Data Services metrics and analytics applied to your Customer Data. Our ownership of our Sensor specifications and Data Services includes all (a) pre-existing works and materials or works, (b) works of general applicability to the data analytics and software development, and (c) any concepts, approaches, knowledge, experience, skills, techniques, methodologies, designs, processes, tools, know-how or ideas that we already possessed prior to an Order or resulting from our work under an Order or which we may use to improve our business offerings for other customers, excluding your confidential information or your Customer Data. We may use any suggestions, ideas, enhancement requests, feedback, recommendations, or other non-proprietary information ("Feedback") to improve our Sensors or Data Services without charge, royalties, or other obligation to the source, and our use of Feedback does not give you or your end-users any property rights to the Sensors or Data Services. To the extent that our Data Services' transformative formatting, reorganization, and analyses of your Customer Data may be considered copyrightable by us (excluding your Customer Data itself), you and we agree to cross-license your rights to your Customer Data and our rights to its Data Services transformations and analytics to each other to provide the Data Services for the duration of the applicable Order Term. Upon termination of an Order or this Agreement, the cross-license for each applicable Property shall expire and we can no longer use your Customer Data and you can no longer use our analytics and Data Services.
- C. You may not modify the Sensors or Data Services, create derivative works from the Data Services, or reverse engineer, decompile, or disassemble the Sensors or Data Services; or otherwise use the Sensors and Data Services except as expressly described in the Agreement.
- D. You and we may correspond and convey information and documentation, including intellectual property such as Customer Data and Data Services via cellular data transmission and the Internet. Neither party has control over the performance, reliability, availability or security of cellular or Internet communications and therefore neither party shall be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay,

interception, corruption, or alteration of any cellular or Internet data transmissions due to any reason beyond that party's reasonable control, such as lack of available cell coverage from your preferred supplier, theft, or vandalism. However, other than these "beyond control" exceptions, we have agreements with multiple suppliers to maintain network connectivity through your entire Sensor warranty and Data services subscription periods.

- E. Real Estate customers: Unless otherwise specified on an Order, the Sensors remain our sole property, and you receive no ownership right in or to the Sensors. You may not pledge and/or assign Sensors as a security. If any third party attempts to attach or take other legal enforcement measures on Sensors, you shall promptly notify us and you shall be responsible for any intervention costs that we incur. Subject to these Terms, we grant you a non-exclusive, non-transferable, and non-sublicensable right to use and operate the Sensors in order to receive the Data Services during the Term of the applicable Order. You are responsible for keeping the Sensors clean, free from debris, and in good working order; and (ii) you may not relocate or remove the Sensors without giving us prior written notice (including email). You agree that we and our authorized representatives and subcontractors have the right to enter the Property to inspect Sensors and to repair and/or replace Sensors pursuant to these Terms, subject to reasonable restrictions of which you have notified us in advance.

8. Privacy and Data Security

- A. Compliance with Privacy Laws. Each party is responsible for complying with all applicable Privacy and Data Protection Requirements ("Privacy Laws") with respect to our Sensors and Data Services and your occupants. Each party will collect and handle Personal Information of your occupants in accordance with those Privacy Laws, which includes all applicable federal, state, and foreign laws and regulations relating to data security and the processing, protection, or privacy of Personal Information, including where applicable, the guidance and codes of practice issued by regulatory bodies in any relevant jurisdiction, such as the California Consumer Privacy Act (CCPA) and other applicable Privacy Laws enacted or revised.
- B. Technical Safeguards. We maintain appropriate organizational and technical measures for protection of the security, confidentiality, and integrity of Personal Information, including protection against unauthorized or unlawful processing of data, and against unlawful or accidental destruction, alteration or damage or loss, unauthorized disclosure of, or access to, Personal Information.
- C. Privacy Policy. Your use of the Data Services is covered by our Privacy Policy, the current version of which is available at <https://metron-us.com/privacy-policy/>. You agree to notify us promptly upon discovery of any unauthorized or otherwise inappropriate use of your Sensors or Data Services accounts. We are not responsible for any loss or damage to you or any associated party which occurs due to unauthorized access and/or use of any of your Sensors or Data Services accounts.

9. Limited Warranties.

- A. We warrant that the Sensors will be free from material defects in materials and workmanship and will perform substantially in accordance with the applicable limited warranties described at <https://metron-us.com/warranty/> and that the Data Services will perform substantially in conformance with any documentation, website, or Order descriptions. Your sole and exclusive remedy for nonconforming Sensors or Data Services that you report during the applicable warranty or subscription period and that are not subject to a warranty or performance exclusion will be for us to promptly repair or replace nonconforming Sensors and/or re-perform nonconforming Data Services at no additional cost to you.
- B. Customer Data. You warrant that you own or have a license to use, and have obtained all consents and approvals necessary to provide and use the Customer Data as described in these Terms, and your provision and use of Customer Data as contemplated by the Agreement does not and will not violate any privacy policy, terms of use, or other agreement to which you are a party, or any applicable law, rule, or regulation.
- C. Disclaimer. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION THE SENSORS AND DATA SERVICES ARE PROVIDED "AS IS," WITHOUT ADDITIONAL REPRESENTATIONS OR WARRANTIES OF ANY KIND. WE EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE OR COURSE OF DEALING.

10. Responsibilities.

- A. We will be liable to you, your officers, and your employees for any third party claim, demand or lawsuit against you ("Claim") arising from or related to our intentional or negligent acts or breaches of our obligations under this

Agreement.

- B. You will be liable to us, our officers, and our employees for any third party Claim against us arising from or related to your intentional or negligent acts or breaches of your obligations under this Agreement.
- C. We will defend you in any action based on any third party Claim that our Sensors or Data Services, when used according to the Agreement, infringes any U.S. copyright, patent or trademark or misappropriates a trade secret (as defined under applicable law), and we will pay all reasonable costs, expenses and damages finally awarded against you from the Claim.
- D. You will defend us in any action based on any third party's Claim that any content including Customer Data that you have provided in connection with our Sensors or Data Services, when used according to this Agreement, infringes a U.S. copyright, patent or trademark, misappropriates a trade secret (as defined under applicable law), or violates Privacy Laws and you will pay all reasonable costs, expenses and damages finally awarded against us from the Claim. If we are notified of a Claim for infringement for content that you have provided, we may restrict access to or delete that content.
- E. For a party (the "defending party") to be obligated to defend the other party as described above, the party against whom the Claim is made must (i) give the defending party prompt written notice of any Claim, (ii) fully cooperate with the defending party in the defense and/or settlement of the Claim, (iii) agree that the defending party will have full control of the defense of any Claim and of any settlement or compromise (but the defending party may not settle any Claim that requires the other party to admit any liability or make any payment without that other party's prior written permission), and (iv) each party must have complied with the other party's notice to cease using any Services or remove any content that the notifying party reasonably believes may be considered to infringe on a third party's intellectual property rights.
- F. Anywhere in this Agreement where a party is obligated or agrees to defend the other party, that other party may retain its own counsel at its own expense to monitor or assist in the defense, but that expense shall not be included in the defending party's liability obligation.

11. Governing Law; Dispute Resolution

- A. Real Estate Customers. The Agreement shall be governed by the procedural and substantive laws of the State of Colorado, without regard to its principles of conflicts of law that would require the application of the laws of a different jurisdiction, as well as by applicable federal laws.
- B. Utility Customers and state-chartered educational institutions. This Agreement shall be governed by the procedural and substantive laws of the State in which the Utility or state-chartered institution is located, without regard to its principles of conflicts of law that would require the application of the laws of a different jurisdiction, as well as by applicable federal laws.
- C. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- D. Dispute Resolution. Any claims or disputes arising out of or in connection with the Agreement that cannot be negotiated in good faith by the parties' senior management shall be settled by final and binding arbitration in accordance with the American Arbitration Association ("AAA") Commercial Arbitration rules with a single arbitrator experienced in licensing, and information technology disputes. However, either party may, without waiving any remedy under these Terms, seek a temporary or permanent injunction or other equitable relief from any court capable of issuing a directly enforceable order, to protect its Confidential Information and other intellectual property rights, regardless of the arbitration requirements.

12. Limitation of Liability.

- A. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR YOUR VIOLATIONS OF OUR INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR: (I) ANY LOSS OF BUSINESS, CONTRACTS, PROFITS, ANTICIPATED SAVINGS, GOODWILL OR REVENUE, (II) ANY LOSS OR CORRUPTION OF DATA OR (III) ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES), ARISING IN ANY WAY OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SERVICES, WHETHER OR NOT THE PARTY WAS ADVISED IN ADVANCE OF THE POSSIBILITY OF THAT LOSS OR DAMAGE.
- B. EXCEPT FOR YOUR VIOLATIONS OF OUR INTELLECTUAL PROPERTY RIGHTS, EITHER PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH ANY PRODUCTS OR SERVICES PROVIDED UNDER THE AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES THAT YOU PAID OR WAS PAYABLE TO US UNDER THE AGREEMENT FOR THE APPLICABLE PROPERTY DURING THE TWELVE (12) MONTH PERIOD

PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY AT THAT PROPERTY. YOU ACKNOWLEDGE THAT THESE LIABILITY LIMITATIONS REFLECT THE ALLOCATION OF OUR RESPECTIVE RISKS AND THAT WE WOULD NOT ENTER INTO THE AGREEMENT WITHOUT THEM. NOTHING IN THIS LIMITATION OF LIABILITY SECTION OR OTHERWISE IN THE AGREEMENT SHALL EXCLUDE OR IN ANY WAY LIMIT EITHER PARTY'S LIABILITY TO THE OTHER FOR (I FRAUD, (II) DEATH OR PERSONAL INJURY CAUSED BY THAT PARTY'S NEGLIGENCE, OR (III) ANY LIABILITY TO THE EXTENT THAT IT MAY NOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW.

13. Miscellaneous.

- A. Independent Contractors. You and we are independent contractors. Neither party is a partner, employee, agent, or joint venture partner of or with the other, and neither party has the right or authority to assume or create any obligation on behalf of the other party without that other party's prior written consent.
- B. Assignment.
 - i. Real Estate Customers. Real Estate Customers: We own the Sensors used to provide the Data Services and license them to you for installation on a Property. You may not assign or transfer (including by operation of law, merger, consolidation, sale of all or substantially all of its assets, or a change of control) your rights or delegate your obligations under the Agreement or any Order without our prior written consent. However, on divestiture of a Property or change of the responsible customer under these Terms, you will remain liable for all payments due to us under your present Agreement or Order and we will enter into a new Agreement with the new responsible customer. Then, you will then have no further rights or obligations under the previous Agreement or Order and the new customer will become the new licensee of the Sensors and the new customer for the Data Services at each applicable Property. Any attempted assignment or transfer of any of the rights, duties or obligations of the Agreement that violates this section shall be void.
 - ii. All customers. We may assign this Agreement or any of its obligations to an Affiliate or to a successor in interest by way of merger or the acquisition of substantially all of our assets.
- C. Notices. Any notices or other communications required or permitted to be given or delivered shall be in writing and shall be delivered personally, by courier service, by electronic means with confirmation of delivery, or by registered or certified mail with delivery tracking, postage pre-paid, to the addresses on the applicable Order, or to other addresses updated in writing (including email). Any notice shall be considered to have been received on the date on which it is delivered personally, by courier service, or by electronic means with confirmation of delivery to the addressee, or, if mailed, on the third business day following the date mailed.
- D. Entire Agreement. The "order of precedence" documents described in Section 1 form the entire Agreement between you and us for the Sensors and Data Services at each Property specified on an Order, which supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding the Sensors and Data Services. Unless otherwise specified, the Agreement prevails over any additional, conflicting, or missing terms and conditions in any purchase orders, online procurement terms, or other non-negotiated form documents relating to the Sensors, Data Services or the Agreement, even if later than the Agreement date. No amendment to the Agreement shall be binding on either party unless in writing and signed by authorized representatives of both parties.
- E. Excused Performance. Except for payment obligations, no party shall be liable to the other for any delay or failure to perform its Agreement obligations due to causes beyond its reasonable control, such as acts of a government, severe weather conditions, or pandemics.
- F. Severability. If any provision of this Agreement is illegal or unenforceable in any jurisdiction, that provision shall remain effective with respect to any jurisdiction in which it is legal and enforceable, and the remainder of the Agreement will remain valid and enforceable anywhere.
- G. Waiver. No provision, part, or remedy of these this Agreement may be waived except in writing signed by an authorized representative of the waiving party. Failure or delay by either party to enforce any provision of the Agreement will not be considered a waiver of future enforcement of that or any other provision.
- H. Survival. Any provisions in the Agreement regarding payment, termination, ownership, intellectual property rights, limitations of liability, governing law, dispute resolution, confidentiality, severability, and waivers, will survive the expiration or termination of the Agreement.
- I. Counterparts. Any Agreement document may be executed in one or more counterparts. Scanned or facsimile transmissions of signatures, electronic signatures, or electronic confirmation of acceptance shall create a binding Agreement.