

METRON SENSOR AND DATA SERVICES AGREEMENT – REAL ESTATE
METERING/SUBMETERING SELF INSTALL OR METRON INSTALL,
TRANSFER OF OWNERSHIP, OR RENEWALS

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

Effective May 18, 2026

These Sensor and Data Services terms and the applicable Order together form a separate "Agreement" for each Property identified on that Order between Metron Farnier, LLC, a Colorado limited liability company having a principal place of business at 335 Centennial Pkwy, Ste C, Louisville, CO 80027 and its Affiliates ("Metron") and that Property (including its owners, managers, or other responsible parties as applicable) (the "Client") that licenses the Sensors and subscribes to the Data services for that Property. Client and Metron may be individually referred to as a "party" or collectively as the "parties".

1. Definitions.

- A. "Sensors". Metron sells new or replacement meters (meters, submeters, hydrant meters) and cellular data transmission equipment (monitors, registers) (which together Metron calls "Sensors") for installation on each specified site ("Property") described on Client's Order(s).
- B. "Data Services". Water consumption information from the Sensors is processed and analyzed through Metron's proprietary data monitoring and analytics software providing information such as consumption details for billing, leak detection, and usage analysis ("Data Services") which Metron provides to Client by subscription to a user-accessible dashboard, through direct water management notifications, or via an Application Programming Interface (API) or other data transfer method, depending on Client's specified Data Services. Client's subscription provides Client with a non-transferable right to access or receive the Data Services for Client's internal business purposes for the period ("Term") specified in an Order.
- C. "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.
- D. "Order" means a communication such as a document, accepted quotation, purchase order, or Agreement exhibit identifying Client and specifying the quantities, types, installation (by Metron or Client) of Sensors, each applicable Property, Data Services subscription details, the Term, and applicable charges or fees.
- E. "Property" is a site or building such as manufactured housing communities, commercial buildings such as offices, shops, or apartments, educational institutions, and property investors.
- F. "Marks" means registered or unregistered trademarks, service marks, trade names, logos, service names, or other proprietary markings.
- G. "Occupant" means a resident or tenant of a Property.

2. Sensor Installation. (Client Self-Install or Metron Install –Disregard inapplicable terms)

- A. Pre-Installation Requirements. In order to provide the Data Services, Metron will supply the Sensors specified on the Order for a Property. Metron may provide Client with a pre-installation check list to be completed before Sensor Installation. Water supply plumbing must be copper, PVC, PEX, or black plastic (no galvanized or lead) with working shut-offs.
- B. Change Orders. Either party may propose changes in the scope of the installation (a "Change Order"), but except as otherwise provided, neither party will be bound by any proposed change until authorized representatives of each party have agreed on that Change Order in writing, including by email.
- C. Client Self-installation. Client is responsible for all aspects of the Sensor installation including compliance with current applicable requirements and for any damage to the Sensors or any other property as a result of the installation.
- D. Metron Installation. Metron will install the Sensors on a Property as described on the applicable Order at Client's designated installation points in compliance with currently applicable installation rules. Client will facilitate Metron's access to a Property, cooperate with any reasonable requests from Metron related to the installation of the Sensors, and Client is responsible for obtaining any necessary permitting, licensing, and installation requirements for Sensor installation. Metron will make reasonable efforts to confirm any necessary requirements and may adjust any previously quoted or estimated installation costs accordingly. Metron is not responsible for any damage to Sensors or to a Property to the extent that the damage is caused by Client's failure to adhere to Metron's requests or instructions.
 - i. Metron may charge a fee to remove metal skirting where necessary. Metron is not liable for water damage due to existing faulty connection fittings. In case of leakage or other defects caused by Metron's installations, Client or Client's Occupant should notify Metron immediately for correction.
 - ii. Metron will leave existing heat tape in place. As Sensors are installed, Metron will move and reset existing heat tape as needed. Metron will replace disturbed insulation and install new insulation wrapped around the

meter and on the water supply line immediately adjacent to both sides of the meters. Metron does not upgrade or reinsulate entire areas of supply line as part of a Standard Installation (described below).

- iii. Meter Jackets. Metron will recommend meter jackets (freeze protection) in appropriate locations and will provide and install meter jackets when specified on an Order. Meter jacket availability is not a condition for completion as defined below but may affect Metron's liability/responsibility in a warranty claim.
 - iv. Standard Installation.
 - a. Replacement. If a meter is currently installed, Metron will install the new Sensor to replace the old meter if the existing meter fittings are usable. Where specified on an Order, Metron may replace only the register on an existing meter.
 - b. Cut-In. If no meter is currently installed, Metron will cut into a serviceable water line, and install new meter couplings using no more than one set of adapters.
 - v. Non-Standard Installation.
 - a. Non-Standard Serviceable. Any installation with unusable meter fittings or shutoff valves (such as incompatible or corroded), or that requires additional parts or modification to water lines (such as cutting or replumbing) will be considered Non-Standard Serviceable. Metron installers will make the necessary corrections for the Replacement or Cut-In Sensor installation.
 - b. Non-Standard Unserviceable. A Property with improper supply lines such as lead or galvanized, in significant disrepair, not up to current code, or with any safety hazard determined at the time of installation (such as raw sewage, standing water, or other unsanitary or unsafe conditions existing where a Sensor is to be installed) will be considered Non-Standard Unserviceable and will require remediation before installation can begin.
 - c. Any Non-Standard Installations will require Change Orders to describe corrective action and adjust the installation charges and completion schedules accordingly.
 - E. Completion. An installation will be deemed complete when the Sensor is reading water consumption and is visible in the Data Services.
 - F. Sensor Maintenance. Client will report Sensor problems such as malfunctions and breakdowns to Metron promptly on discovery. While Client has an active Data Services subscription (which might be described on Client's Order as a "monthly meter fee") Metron will repair or replace Sensors as necessary to continue providing water consumption information, subject to Metron's applicable warranty terms. If the Sensor problem is covered by the Sensor warranty, Metron will promptly repair or replace the Sensors or parts at no charge. If the problem is not covered by the Sensor warranty, such as self-installation, age, freezing, abuse, or tampering, Metron will charge Client for replacement Sensors or parts, including installation where applicable. If Client does not have an active Data Services subscription, Metron's limited warranty terms described in Section 10.A. apply.
 - G. Subcontractors. Metron may engage subcontractors to provide or assist with Sensor installations under separate agreements that will bind them to the applicable terms of this Agreement.
 - H. Unable to Connect ("UTC") locations. When a Property meter location is inaccessible or an Occupant declines to provide the necessary access for Metron to install Sensors required to provide the Data Services after reasonable (or contractually-specified) efforts at contact, Metron may choose to either (a) receive a reasonable extension of any contractual deadline for completion or "substantial completion" without penalty, or (b) designate the installation location as UTC and remove it from the list of Sensor installations needed for substantial completion or completion of the installation project. Metron may designate a UTC location without a Change Order. If Client is later able to arrange access to a UTC location after removal from the installation list, Client and Metron may mutually agree on a Change Order (with a custom installation charge for each location for subsequent Sensor installation) and add the location(s) to Client's Data Services Subscription.
- 3. Fees and Payments.** (NOTE: Any terms in the Agreement regarding fees, payments, or refunds apply only to Orders directly between Client and Metron, and do not apply to transactions where Client has ordered and paid for Sensor licenses and Data Services subscriptions through one of Metron's distributors.)
- A. Invoicing. Metron will invoice Client for Sensor and Data Services fees for each Property specified on an applicable Order. Sales tax will be added as applicable unless Client provide Metron with a tax exemption certificate with Client's 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. Metron may adjust hardware prices on future Orders to reflect the impact of any tariffs, duties, or similar governmental charges imposed, or manufacturer cost increases, or adjust Data Services subscription fees to reflect service provider cost increases after Client's Order date, or substitute equivalently functioning Sensors to promptly fill an Order based on Metron's available inventory.
 - B. Payment. Metron's invoices are due and payable within thirty (30) days after the invoice date. Client may pay by ACH, wire, or credit card (including auto-payment by either method). Metron will add processing charges for any payment method other than by ACH or wire, such as credit card, check, or customer portal. Metron may charge an overdue payment fee of one percent (1%) per month or the maximum rate permitted by applicable law for any undisputed invoice, whichever is less. Metron 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 Metron's notice. Metron will proceed with pending installations and restore the Data Services

when Client brings the account current. Metron is not responsible for any loss of income or other damages resulting from suspension of any services due to Client's overdue payments.

- C. Delay. Client may not change or cancel Client's Sensor delivery after Client signs an Order but, if necessary, Client may request up to two (2) month delay after Sensor delivery for installation, activation, and commencement of Client's Data Services subscription fees. After the delay, Metron will invoice for Sensor activation and the Data Services subscription fees for the agreed Term.

4. Term and Termination.

- A. Term. The "Term" of the Agreement begins when Metron accepts Client's Order and continues until terminated as provided below. The Term of an Order is specified in each Order.
- B. Month-to-Month Term Extension. If Client neither terminates nor renews this Agreement after the current Term, Metron will continue Client's Sensor monitoring and Data Services on a month-to-month basis at Metron's then-current monthly fees per Sensor, or as otherwise agreed in writing by the parties. Either party may terminate the month-to-month continuation with thirty (30) days' written notice to the other party.
- C. Termination for Cause. A party may terminate this Agreement, without incurring liability, obligation, or penalty of any kind, if the other party commits any material breach of this Agreement and fails to cure that breach within thirty (30) days after written notice is delivered, except for undisputed payments, where the cure period is ten (10) days. The parties may agree to extend the 30-day remedy period by up to sixty (60) additional days if the breaching party is diligently attempting to remedy the breach).
- D. Effect of Termination or Expiration.
 - i. On the date that an Order or the Agreement terminates or expires, Metron will stop Data Services for each applicable Property. Upon the termination or expiration of an Order or the Agreement all amounts that Client owes to Metron through the termination or expiration date will be immediately due and payable.
 - ii. Early Termination/Cancellation. Clients who terminate their Sensor licenses and Data Services for a Property before the end of the Agreement or Order Term will pay Metron a cancellation fee of \$360 per Sensor, reduced by one percent (1%) of that total for each elapsed month of the Agreement or Order for that Property ("Cancellation Fee") and Client will promptly return all Sensors to Metron at Client's expense unless the termination was for Metron's material breach in which case Metron will be responsible for the costs of any returns.
 - iii. Transfer on Divestiture. For Clients who divest a Property to new owner, Metron will transfer Client's Sensor licenses and Data Services subscriptions to the new owner if Client (i) is current on all payments due to Metron at the time of divestiture transfer, (ii) notifies Metron in writing (including email) in advance of the divestiture date so that Metron can timely terminate Client's billing, and (iii) provides Metron with senior management contact information for the intended purchaser so that Metron can continue Data Services for the new owner. If Client meets those requirements, Metron will waive the Cancellation Fee and Sensor return requirements, and Client will have no further rights or obligations and will receive no further Data Services for that Property. If Client fails to meet those requirements, Client's Agreement for the Property will remain in effect and Client will remain responsible for all amounts due to Metron for that Property up to date that Client meets all of the requirements.

5. 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. Metron's Confidential Information includes all proprietary information relating to the Sensors and Data Services including Metron's Sensor and software design and development and terms of an Order such as pricing information. Client's Confidential Information shall include Client's 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 any third party with a confidentiality obligation, or (iii) is independently developed by Recipient without using Discloser's Confidential Information, (iv) is received from a third party without breaching any confidentiality obligation, or (v) specific property identifications that are displayed on the Data Services dashboard.
- B. 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, 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 Client participates in a group event that Metron has sponsored, these Confidentiality terms shall apply to any Confidential Information disclosed by any group participant, and Metron

may provide a copy of this Confidentiality section to any Discloser seeking to enforce its provisions. These confidentiality and nondisclosure obligations shall continue to apply to Confidential Information for three (3) years after termination or expiration of the Agreement, but the confidentiality and nondisclosure obligations for trade secrets shall continue for as long they remain protected under applicable law. However, Client or Metron 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 backup 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.

6. Ownership and Data Use.

- A. Client owns all rights to the proprietary information it provides, such as property types and addresses and personnel or Occupant personal information and to the water consumption volumes from meters installed on Client's Property ("Usage Data"). Client is responsible for obtaining any necessary consents for disclosure and transmission of any Usage Data to Metron, and for any consequences or results of any transmission or publication of any private information not intended for public availability. Client grants Metron the right to access, copy, transmit, reformat, and display Usage Data to create and provide the Data Services which may include personal information as necessary for Client to bill Client's Occupants. Client agrees that Metron may analyze Usage Data for the purpose of improving Metron's Data Services, or to provide generalized data on the use or attributes of content types and may provide additional consumption analytics. Client also agree that Metron may also create generalized examples of types of Usage Data to demonstrate Metron's Data Services analytics capabilities. Client's subscription to access and use Metron's Data Services through Metron's software or dashboards does not include ownership rights to any Data Services. Metron will utilize reasonable, currently available measures to remove personal information from the generalized data.
- B. Metron owns all rights to Metron's Marks, Sensor designs, Data Services, any modifications or improvements, and all related intellectual property rights. Metron also owns the Data Services metrics and analytics applied to Client's Usage Data. Metron's ownership of Metron's Sensor specifications and Data Services includes all (a) pre-existing works and materials, (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 Metron already possessed prior to an Order or resulting from Metron's work under an Order or which Metron may use to improve Metron's business offerings for other customers, excluding Client's confidential information or Client's Usage Data. Metron may use any suggestions, ideas, enhancement requests, feedback, recommendations, or other non-proprietary information ("Feedback") to improve Metron's Sensors or Data Services without charge, royalties, or other obligation to the source, and Metron's use of Feedback does not give Client or Client's users any property rights to the Sensors or Data Services. To the extent that Metron's Data Services' transformative formatting, reorganization, and analyses of Client's Usage Data may be considered copyrightable by Metron (excluding Client's Usage Data itself), Client and Metron agree to cross-license Client's rights to Client's Usage Data and Metron's rights to the 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 the current Agreement, the cross-license for each applicable Property shall expire and Metron can no longer use Client's Usage Data and Client can no longer use Metron's Data Services analytics.
- C. Client 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. Client and Metron may correspond and convey information and documentation, including intellectual property such as Usage 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 Client's preferred supplier, theft, or vandalism. However, other than these "beyond control" exceptions, Metron has agreements

with multiple suppliers to maintain network connectivity through Client's entire Sensor warranty and Data Services subscription periods.

- E. Unless otherwise specified on an Order, the Sensors remain Metron's property, and Client receives no ownership right in or to the Sensors. Client 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, Client shall promptly notify Metron and Client shall be responsible for any intervention costs that Metron incur. Subject to these Terms, Metron grants Client 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. Client is (i) responsible for keeping the Sensors clean, free from debris, and in good working order; and (ii) Client may not relocate or remove the Sensors without giving Metron prior written notice (including email). Client agrees that Metron and Metron's authorized representatives and subcontractors have the right to enter a Property to inspect Sensors and to repair and/or replace Sensors pursuant to these Terms, subject to reasonable restrictions of which Client has notified Metron in advance.

7. Privacy and Data Security.

- A. Compliance with Privacy Laws. Each party is responsible for complying with all applicable Privacy, Security, and Data Protection Requirements ("Privacy Laws") with respect to Metron's Sensors and Data Services, Client's Occupants, and each party's applicable personnel. Each party will collect and handle that personal information 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. Metron maintains 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, damage or loss, unauthorized disclosure of or access to Personal Information.
- C. Privacy Policy. Client's use of the Data Services is covered by Metron's Privacy Policy, the current version of which is available at <https://metron-us.com/privacy-policy/>. Client agrees to notify Metron promptly upon discovery of any unauthorized or otherwise inappropriate use of Client's Sensors or Data Services accounts. Metron is not responsible for any loss or damage to Client or any associated party which occurs due to unauthorized access and/or use of any of Client's Sensors or Data Services accounts.

8. Limited Warranties.

- A. Metron warrants 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/>. If Client reports nonconforming Sensors during the applicable warranty period and the Sensor problem is covered by the Sensor warranty, Metron will promptly repair or replace the Sensors or parts at no charge. If the problem is not covered by the Sensor warranty, such as incorrect self-installation, age, freezing, abuse, or tampering, Metron will charge Client for replacement Sensors or parts, including installation where applicable.
- B. Usage Data. Client warrants that Client owns or has a license to use, and has obtained all consents and approvals necessary to provide and use the Usage Data as described in these Terms, and Client's provision and use of Usage Data as contemplated by the Agreement does not and will not violate any privacy policy, terms of use, or other agreement to which Client is a party, or any applicable Privacy Laws.
- 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. METRON EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE OR COURSE OF DEALING.

9. Responsibilities.

- A. Metron will be liable to Client, its officers or managers, and employees for any third-party claim, demand, or lawsuit ("Claim") against Client arising from or related to Metron's intentional or negligent acts or breaches of its obligations under this Agreement.
- B. Client will be liable to Metron, its officers or managers, and employees for any third-party Claim against Metron arising from or related to Client's intentional or negligent acts or breaches of its obligations under this Agreement.
- C. Metron will defend Client in any action based on any third-party Claim that Metron's Sensors or Data Services, when used according to the Agreement, infringe any U.S. copyright, patent or trademark or misappropriate a trade secret (as defined under applicable law), and will pay all reasonable costs, expenses and damages finally awarded against Client from the Claim.
- D. Client will defend Metron in any action based on any third party's Claim that any content including Usage Data

that Client provided in connection with Metron's 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 will pay all reasonable costs, expenses and damages finally awarded against Metron from the Claim. If Metron is notified of a Claim for infringement for Client-provided content, Metron 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.

10. Governing Law; Dispute Resolution.

- A. Unless otherwise agreed, this 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. However, for state-chartered institutions, this Agreement shall be governed by the procedural and substantive laws of the state in which the 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.
- B. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- C. 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 smart meter and information technology disputes either in the Denver, Colorado metropolitan area, at a mutually agreed venue, or if not agreed, a venue selected by the arbitrator. 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.

11. Limitation of Liability.

- A. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR CLIENT'S VIOLATIONS OF METRON'S 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 CLIENT'S VIOLATIONS OF METRON'S 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 CLIENT PAID OR WAS PAYABLE TO METRON UNDER THE AGREEMENT FOR THE APPLICABLE PROPERTY DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY AT THAT PROPERTY. CLIENT ACKNOWLEDGES THAT THESE LIABILITY LIMITATIONS REFLECT THE ALLOCATION OF METRON'S RESPECTIVE RISKS AND THAT METRON 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.

12. Miscellaneous.

- A. Independent Contractors. Client and Metron 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. Client. Metron owns the Sensors used to provide the Data Services and licenses them to Client for installation on a Property. Client 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) Client's rights or delegate Client's obligations under the Agreement or any Order without Metron's prior written consent, except as provided in the Transfer on Divestiture section. Any attempted assignment or transfer of any of the rights, duties or obligations of the Agreement that violates this section shall be void.
- ii. Metron. In order to avoid any disruption of Client's Data Services, Metron 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 Metron's 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; Counterparts. These Terms and the applicable Order form the entire Agreement between Client and Metron for the Sensors and Data Services for 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 or 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. An Order or Agreement may be signed manually or electronically in counterparts which combined will form a valid Agreement.
 - 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 and Waiver. 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. No provision, part, or remedy of 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.
 - G. Survival. Any provisions in the Agreement regarding order of precedence, payment, termination, ownership/data use, privacy/data security, intellectual property rights, limitations of liability, governing law, dispute resolution, confidentiality, severability, and waivers will survive the expiration or termination of the Agreement.