End User License Agreement (EULA)

101 Regency Parkway • Mansfield, Texas 76063

800-765-6518 – Toll Free

817-842-8000 – Local Number

817-842-8100 – FAX

IN WITNESS WHEREOF, the parties have reviewed this End User License Agreement ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Execution Date."

This Agreement shall commence on the Execution Date with extended warranty coverage becoming effective upon the expiration of the one-year standard warranty ("Effective Date").

Master Meter, Inc. ("Master Meter")

By:_____

Name: _____

Title:_____

Date: _____

City of _____ ("Customer")

By:_____

Name:_____

Title:_____

Date: _____

SOFTWARE LICENSE

License

Subject to all the terms and conditions of this Agreement that are applicable to Harmony Software (whether used by Customer in either an AMI or AMR System) and otherwise, and subject to the terms and conditions in Exhibit A, so long as Customer pays for use of certain Harmony Software, Master Meter hereby grants to Customer for the Ongoing Fees, a nonexclusive, non-transferable license under Master Meter's intellectual property rights (the "Harmony Software License") to use the Harmony Software solely for the Permitted Use. This Harmony Software License is personal to Customer and is non-sub-licensable to Affiliates or other third parties. Customer shall have no rights to the Harmony Software other than those expressly granted herein. This Harmony Software License contains no implied licenses. Customer expressly agrees to the terms and conditions set forth in Exhibit A – Tech Support. For clarity, this subsection shall only apply so long as both pricing for that specific item of Harmony Software has been provided to the Customer and the Customer is current in its payments for that specific item of Harmony Software.

Except as expressly authorized in accordance with the Permitted Use, Customer shall not (and shall not attempt to): (1) use, copy, adapt, translate, publish, display, sublicense, rent, lease, lend, transfer or distribute the Software, related documentation, or any copy thereof; (2) improve, enhance, revise, modify or make any other derivatives of the Software, related documentation or any copy or part thereof. Customer shall not reverse assemble, reverse compile, reverse engineer or otherwise translate or decode the Software or any part thereof, or any copy thereof. Master Meter's suppliers of software and documentation (or any part thereof) are beneficiaries of this provision. Customer shall not destroy, remove or otherwise alter any proprietary notices (including, but not limited to, copyright notices) on the Software or related documentation, or any copy thereof, and agrees to reproduce any such notice(s) on any copy thereof it makes pursuant to this Software License. All software licenses provided hereunder shall commence on the Effective Date and shall terminate immediately when this Agreement expires or is earlier terminated for any reason or if Customer uses the software provided hereunder other than for the Permitted Use.

Access to Software

Customer shall ensure that only Customer employees and Customer independent contractors who need access to the Software for Customer to obtain the benefits of this Agreement may access it. Customer is liable for ensuring that its employees and independent contractors abide by the terms of this Agreement.

Support and Maintenance

For so long as the Customer pays the Ongoing Fees, Master Meter shall provide Customer with ongoing software Patches, Updates, ongoing software maintenance and remote telephone support of the Software according to the terms set forth in Exhibit A.

Effect of Termination

Upon the termination of the Software License, all rights of the Customer to use the Software shall immediately cease and Customer shall promptly remove and return to Master Meter all copies of the Software documentation and shall instruct all its employees that further use of the Software is prohibited.

UCITA

To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.

Customer Data

In performing the Services, Master Meter will comply with its Online Services Privacy Policy which is incorporated herein by reference. The Master Meter Online Services Privacy Policy is subject to change at Master Meter's discretion; however, Master Meter policy changes will not result in a material reduction in the level of protection provided for your data during the term of this Agreement. Master Meter reserves the right to provide the Services from locations, and/or through the use of authorized sub-contractors, worldwide. Customer agrees to and acknowledges that Master Meter and its Affiliates may access and use Customer Data for the purposes of providing software support, customer support, and technical support as contemplated by this agreement.

Neither Master Meter nor its Affiliates will disclose personal data or identification data of Customer or Customer's End-Users to any third parties unless specifically authorized by Customer. Customer acknowledges, accepts, and agrees that Services are provided and supplied in the form of a so-called "Cloud Service" provided by Master Meter's technology partners and, as a consequence, End-User data may be stored outside of the United States or the EU/EEA. Customer consents to the transfer and/or storage of End-User personal data outside the United States or the EU/EEA. Customer agrees to provide any notices, and obtain any End-User consents required by law, statute, or ordinance, related to Customer's use of the Services, including those related to the collection, storage, use, processing, transfer, destruction, and disclosure of End-User personal information.

Master Meter Data

Master Meter Data includes any resultant data and any information, data, or other content derived from Master Meter's monitoring of Customer or Customer's End-Users access to, or use of, the Harmony Software, but does not include Customer's data or End-User data. Confidentiality and Master Meter's use of aggregated data: The confidentiality obligations set forth in this License Agreement are subject to the following: Customer hereby gives its permission to Master Meter, Inc.

and any of its affiliated companies, to use and disclose on an anonymous and/or aggregated basis (excluding any personally identifiable information) and data pertaining to the Utility end customers and their water consumption, including without limitations, derivative data and data combined with the data of other utilities, for purposes of project evaluation and research, product development, or other legitimate business purpose. This section shall survive any termination or expiration of this license agreement.

General Terms and Conditions

A. **Effective Date.** The term of this Support Agreement will commence on the Effective Date and continue for a period of 1 (one) year **"Initial Support Term."** If Customer does not renew, or terminates for convenience, and later requests Support Services, Customer must (prior to receiving Support Services) pay prior unpaid Renewal Support Term years in full.

B. **Renewal** Upon expiration of the Initial Support Term, this Agreement shall automatically renew for one (1) additional one-year term unless Customer provides written notice of nonrenewal at least 60 days prior to the end of the current term (each a **"Renewal Term"** and together with the Initial Term, the "**Term"**), or unless sooner terminated as provided in accordance with this Agreement. If the Term is renewed for any Renewal Term pursuant to this Section, the terms and conditions of this Agreement during such Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal, subject to any change in the fees payable hereunder by Customer during the applicable Renewal Term. If either Party provides timely notice of its intent not to renew this Agreement, then, unless otherwise sooner terminated in accordance with its terms, this Agreement shall terminate on the expiration of the then-current Term.

C. **Limitation of Liability. Maximum Liability. EXCEPT AS OTHERWISE PROVIDED IN NO EVENT SHALL MASTER METER'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 MASTER METER PURSUANT TO THIS AGREEMENT. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE CUSTOMER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. THIS LIMITATION OF LIABILITY SETS FORTH MASTER METER'S SOLE LIABILITY AND ENTIRE OBLIGATION AND THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY ACTION THAT IS BROUGHT AGAINST MASTER METER.**

No Consequential or Indirect Damages. EXCEPT AS OTHERWISE PROVIDED, IN NO EVENT SHALL MASTER METER OR ANY OF ITS BUSINESS PARTNERS BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, DOWNTIME

COSTS, ANY IN/OUT COSTS, MANUAL METER READ COSTS AND EXPENSES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MASTER METER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

D. **Infringement Indemnity.** Master Meter shall defend, indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer by a third party which alleges that the AMI / AMR System provided hereunder infringes upon the patents or copyrights of such third party, provided that Master Meter shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Master Meter shall have no liability under this indemnity unless Customer cooperates with and assists Master Meter in any such proceedings and gives Master Meter written notice of any claim hereunder within seven (7) days of receiving it. Further, Master Meter shall have no liability hereunder if such claim is related to; (i) any change, modification or alteration made to the AMI / AMR System by Customer or a third party, though this does not include any change, modification or alteration made by a Master Meter Authorized Distributor, (ii) use of the AMI / AMR System in combination with any goods or services not provided by Master Meter hereunder, (iii) Customer's failure to use a supported version of the Software or to otherwise take any corrective action as reasonably directed by Master Meter, (iv) compliance by Master Meter with any designs, specifications or instructions provided by Customer, or (v) any use of the AMI / AMR System other than for the Permitted Use. In the event the AMI / AMR System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Master Meter, the AMI / AMR System is likely to become the subject of an infringement claim, Master Meter, at its sole discretion and expense, may; (i) procure for Customer the right to continue using the AMI / AMR System or (ii) modify or replace the AMI / AMR System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND MASTER METER'S ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.

E. **Termination.** Either party may terminate this Agreement prior to the expiration of the Term if the other party commits a material breach of this Agreement and such material breach is not cured within sixty (60) days of written notice by the other party. Upon any expiration or termination of this Agreement, Master Meter's and Customer's obligations hereunder shall cease and the software license shall immediately cease. If Customer terminates they may, within 120 days of termination request a flat file export of prior 12 month's reads thereby releasing Master Meter of any and all further obligations and liability for the AMI / AMR System.

In the event of the termination of agreement by either party, customer agrees that Master Meter has the right to retain all customer data for a period of not less than 5 years.

F. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder),

when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, explosion, or any other natural or manmade disaster or catastrophe; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) enactment, issuance, or operation of any municipal, county, state, or federal law, ordinance or executive, administrative, or judicial regulation, order or decree; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency. The party suffering a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

G. **Intellectual Property.** No Intellectual Property is assigned to Customer hereunder. Master Meter shall own or continue to own all Intellectual Property used, created, and/or derived by Master Meter in the course of performing this Agreement. To the extent, if any, that any ownership interest in and to such Intellectual Property created and/or derived by Master Meter or the Master Meter Software does not automatically vest in Master Meter by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Master Meter all right, title, and interest that Customer may have in and to such Intellectual Property. Customer agrees not to reverse engineer any Equipment or Software purchased or provided hereunder. Notwithstanding anything contained in this section to the contrary, the following shall not constitute, or be considered part of, the Intellectual Property, and Master Meter shall share all rights to the same: Customer's End Users' data and other data, procedures, or techniques generated by Customer's use of the Master Meter Software.

H. **Confidentiality.** Both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party, except to the extent reasonably required to perform and enforce this Agreement or as required under applicable law, court order or regulation. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.

I. **Non-Waiver of Rights**. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall

any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

J. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Master Meter may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.

K. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Master Meter.

L. **Governing Law and Dispute Resolution.**

Governing Law and Venue. ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY TEXAS LAW, EXCLUDING ITS CHOICE OF LAW RULES.

Any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, will be resolved in accordance with this Section and will be settled, if possible, by negotiation of the Parties. Either Party may, by giving written notice, refer the dispute to a meeting of appropriate representatives of each Party, to be held within twenty (20) business days after giving notice. If the dispute is not resolved within thirty (30) business days after the date of the meeting of the Parties, or any later date to which the Parties may agree, either Party may submit the dispute to any mutually agreed mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The parties shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The parties covenant that they will use commercially reasonable efforts in participating in the mediation. The parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the parties.

These dispute resolution procedures are not intended to be used for disputes concerning actual, alleged or threatened breaches of a Party's confidentiality obligations or infringement of a Party's Intellectual Property Rights where the remedy being sought is injunctive or other equitable relief, and the Parties may immediately bring an action therefore seeking injunctive or other equitable relief. Any claims seeking monetary damages shall be resolved by arbitration as provided below, provided that such arbitration shall not preclude a Party's right to bring an action for injunctive or other equitable relief for breach of the confidentiality obligations or infringement of intellectual property rights, whether brought contemporaneously or otherwise.

In the event that the Parties are unable to resolve a dispute through mediation, then all disputes arising out of or in connection with this Agreement, which shall include, but are not limited to, all contracts entered into between the Parties, or the validity, enforceability or scope of this arbitration provision, shall be finally settled under the Rules of Arbitration of the American Arbitration Association by three arbitrators appointed in accordance with said Rules. Such arbitrators shall each have not less than 10 years' experience in arbitration of commercial contracting disputes. The place of arbitration shall be Fort Worth, Texas. The Parties agree that the United States Federal Arbitration Act shall govern the interpretation, enforcement, and proceedings pursuant to the arbitration clause in this agreement. The arbitration shall be conducted in the English language. The arbitrators shall award to the prevailing party, if any, as determined by the arbitrators, all of its costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative expenses, travel expenses, out of pocket expenses such as copying and telephone, court costs, witness fees, and attorney's fees.

M. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.

N. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

O. **Warranties/Disclaimers**

DISCLAIMER OF WARRANTIES.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, ALL SERVICES AND PROVIDER MATERIALS ARE PROVIDED "AS IS" AND MASTER METER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, MASTER METER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR MASTER METER MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THE SPECIFICATIONS, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY MATERIALS IS

STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

Master Meter does not guarantee, and Customer acknowledges that the Services provided may be subject to limitations, delays, and other problems inherent in the use of the internet or other communications facilities. Master Meter is not responsible for any delays, delivery failures, or other damages resulting from such problems.

Any description of product, whether in writing or made orally by Master Meter, Inc. or its agents, specifications, samples, literature, models, bulletins, drawings, diagrams, data sheets or similar materials used in connection with any customer's order are for the sole purpose of identifying product and shall not be construed as an express or implied warranty. Any suggestions by Master Meter, Inc. or its agents regarding use, application, or suitability of product shall not be construed as an express or implied warranty unless confirmed to be such in writing by Master Meter, Inc.

Definitions

A. **"Affiliate"** of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (1) the shares or other equity in such entity; or (2) the voting rights in such entity.

B. **"Allegro Base Station"** identifies the Master Meter manufactured device consisting of one transceiver, to be located on a tower that receives readings from the Allegro RF Endpoints (either directly or via an Allegro Repeater) by radio frequency and passes those readings to the Head End Communication Server by TCP/IP backhaul communication.

C. **"Allegro RF Endpoints"** identifies the Master Meter transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that take the readings of the meters and transmit those readings by radio frequency to the relevant Allegro Base Station or Allegro Repeater.

D. **"Allegro Repeater"** identifies the Master Meter manufactured device consisting of one transceiver, located on utility poles which relay a single transmission between the Allegro RF Endpoints and the Allegro Base Station.

E. **"AMI System"** identifies the Master Meter Allegro Advanced Meter Infrastructure (AMI) System comprised of the Allegro RF Endpoints, the RF Field Equipment, software licenses, FCC licenses, and other equipment provided to Customer hereunder. The AMI System only includes the

foregoing, as provided by Master Meter. The AMI System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.

F. **"AMR System"** identifies Master Meter's technology of automating the collection of consumption, diagnostic, and status data from metering devices using a mobile, "Drive-By" reading system and transferring that data to a Meter Data Management (MDM) central database for billing, troubleshooting, and analyzing applicable metering data..

G. **"CRM"** means the Customer Relationship Management software used to track and document issues reported to the Systems Technical Support team.

H. **"Confidential Information"** means any and all non-public information of either party, including the terms of this agreement, all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, AMI / AMR System performance, AMI / AMR System architecture and design, AMI / AMR System software, other business and financial information of either party, and all trade secrets of either party.

I. **"Covered Equipment"** includes installed base stations and repeaters.

J. **"End User"** means any end user of water that pays Customer for the consumption of water.

K. **"Equipment"** means the Allegro RF Endpoints, and RF Field Equipment.

L. **"Field Devices"** means the meters, Endpoint Register Modules, and all other RF Endpoint transceivers.

M. **"Head End Communication Server"** identifies the communication server consisting of software used to gather, store, and report data collected by the Allegro Base Stations from the Allegro RF Endpoints.

N. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into

existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.

O. **"Ongoing Fee"** means the annual fees, as applicable, to be paid by Customer during the Term of this Agreement.

P. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software.

Q. **"Permitted Use"** refers to use of the software only for reading Customer's meters in the Service Territory. The Permitted Use does not include reading third party meters or reading meters outside the Service Territory.

R. **"Release"** includes Patches, Updates and Upgrades.

S. **"RF Field Equipment"** means, collectively, Allegro Base Stations and Allegro Repeaters.

T. **"Service Territory"** identifies the geographic area where Customer provides water services to End Users as of the Effective Date.

U. **"Software"** means all the Master Meter proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.

V. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.

W. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.

EXHIBIT A

Technical Support

Master Meter Technical Services provides utility customers with Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills will be forwarded through the Systems Technical Support team for further analysis. If Systems Technical Support has exhausted their level of support for the product type, they will escalate to the next level of support. Occasionally, on-site troubleshooting / analysis may be required. The preferred order of on-site support is:

A. The Customer (for assistance with the easiest and lowest time-consuming activities such as power on / power off).
B. The local distributor (where applicable).
C. Master Meter Inc., Systems Technical Support or contracted personnel, where required to fulfill a contract commitment.

1. Support Categories

1.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Master Meter AMR/AMI Network Equipment, and Metering Products.
1.2. Proactive reporting and resolution of problems.
1.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
1.4. Responding to service requests and product changes.
1.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

2. Support Hours

Standard Support Hours: Toll-free telephone support 1-800-928-6388 is available Monday thru Friday from 7:00AM CST to 5:00PM CST.

3. Support Procedures

3.1. Customer identifies an issue or potential problem and calls System Technical Support at **1-800-928-6388**. The Systems Technical Support Associate will work to resolve the issue making notes in the Customer Relationship Management Software (CRM).
3.2. Systems Technical Support will identify the caller by requesting their name, utility name and state. The nature of the problem and severity will be agreed upon by both parties (either at the time the issue is managed or prior to upgrading or downgrading an existing issue) using the definitions below as a guideline. The issue is then captured into the CRM Software for resolution tracking.

D. Severity Levels Description:

Severity 1 - Customer's system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention. (Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., Master Meter MDM)).

Severity 2 - Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention. (Examples: Network equipment failure, head end software application has important functionality not working and cannot create export file for billing system operations.)

Severity 3 - The system is usable and the issue doesn't affect critical overall operation. (Example: Minor network equipment failure; head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.)

Severity 4 - Minor system issues, questions, new features, or enhancement requests to be corrected in future versions. (Examples: Minor system issues, general questions, and "How-To" questions.)

3.3. Systems Technical Support identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options and passed to accounting who will advise of any applicable charges that are required prior to continued support.

3.4. Calls are managed through Systems Technical Support on a first-come-first-serve basis. Level 1 Systems Technical Support will initially assist the customer and will typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new instance. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.

a. Systems Technical Support may confirm that there is an issue or problem that needs further analysis to determine its cause. The following information is collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.

b. Systems Technical Support may then check the CRM, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. If confirmed that the issue has been resolved, the event is closed.

c. If there is no known defect or support that defines the behavior, Systems Technical Support will work with the customer to reproduce the issue. If the issue can be reproduced, Systems Technical Support will escalate the issue for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, Systems Technical Support or AMR/AMI will direct the customer to the RMA team, or they may request an RMA directly. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the RMA sample(s) for further investigation. Once it is determined that the issue cannot be resolved by Tier 1 resources, the event will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. The RMA team will keep the customer and the Systems Technical Support advised should escalation be required. The response and escalation times are listed in Section 5.

4. Response and Resolution Targets

Severity Level	Response Time	Target Resolution and Effort Level	Escalation Path
1	During regular business hours Master Meter will begin the service request process during the initial call.	Master Meter will immediately assign trained and qualified team members to correct the error on an expedited basis and provide ongoing communication and status updates of a correction. Appropriate Resolutions: ○ Satisfactory workaround is provided. ○ Program patch is provided ○ Fix incorporated into future release ○ Fix or workaround incorporated into the CRM or Support Knowledge Base	Master Meter will make diligent efforts during normal business hours. The Service Request will be raised to Systems Technical Support Management within 4 hrs, and to the next management level after 24 hours if the request is not resolved before then.
2	Master Meter will respond to the customer within 1 business day and will update the request at least once a day.	Master Meter will assign trained and qualified team members to correct the error. Provide communication as updates occur. Appropriate Resolutions: ○ Satisfactory workaround is provided. ○ Program patch is provided ○ Fix incorporated into future release	Master Meter will make diligent efforts during normal business hours. The Service Request will be raised to Systems Technical Support Management after 3 business days if the request is not resolved before then.

3	Master Meter will respond to the customer within 2 business days.	○ Fix or workaround incorporated into the Support Knowledge Base 90 Business Days	Master Meter will make planned efforts during normal business hours.
4	Master Meter will respond to the customer within 3-5 business days.	12 months	Master Meter will make commercially reasonable efforts to support the request during normal business hours.

Master Meter Support will make every reasonable effort to meet the following response and resolution targets: Severity, Standard Target Response, Standard Target Resolution, (one or more of the following):

5. Problem Escalation Process

5.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level.

5.2. Severity 1 issues are escalated by Sales or Systems Technical Support to a Support Coordinator if not resolved within 4 hours; to the next management level if not resolved within 24 hours.

5.3. A customer may escalate an issue by calling 1-800-928-6388. Please specify the details and Systems Technical Support representative worked with and the reason why the issue is being escalated.

5.4. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given issue to the Systems Technical Support Coordinator at 1-800-928-6388.

6. General Support Provisions and Exclusions

Specialized support from Master Meter is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific maintenance contract. For example, specialized systems integration services or out of warranty network equipment repair that is not covered under a separate maintenance contract.