



METER

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YOU USE ALL PRODUCT INFORMATION (AS DEFINED BELOW), THE PRODUCT SOFTWARE, AND THE PRODUCT AT YOU OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND METER DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES RESULTING FROM YOUR USE OF THE PRODUCT INFORMATION, PRODUCT SOFTWARE, OR PRODUCT.

6. LIMITATION OF LIABILITY.

Nothing in this EULA and, in particular, within this "Limitation of Liability" clause shall attempt to exclude liability that cannot be excluded under applicable law.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL (A) METER BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THE PRODUCTS OR PRODUCT SOFTWARE, EVEN IF METER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) METER'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE PRODUCTS AND PRODUCT SOFTWARE, WHETHER IN CONTRACT OR TORT OR OTHERWISE EXCEED THE FEES ACTUALLY PAID BY YOU TO METER FOR THE PRODUCT AT ISSUE IN THE PRIOR 12 MONTHS (IF ANY). THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM.



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7. CONFIDENTIALITY.

“Confidential Information” shall mean the Product Software and all other information disclosed to you that METER characterizes as confidential at the time of its disclosure either in writing or orally, except for information which you can demonstrate: (a) is previously rightly known to you without restriction on disclosure; (b) is or becomes, from no act or failure to act on your part, generally known in the relevant industry or public domain; (c) is disclosed to you by a third party as a matter of right and without restriction on disclosure; or (d) is independently developed by you without access to the Confidential Information. You shall use your best efforts to preserve and protect the confidentiality of the Confidential Information at all times, both during the term hereof and for a period of at least 3 years after termination of this EULA, provided, however, that any source code you receive shall be held in confidence in perpetuity. You shall not disclose, disseminate, or otherwise publish or communicate Confidential Information to any person, firm, corporation, or other third party without the prior written consent of METER. You shall not use any Confidential Information other than in the course of the activities permitted hereunder. You shall notify METER in writing immediately upon discovery of any unauthorized use or disclosure of Confidential Information and prevent any further unauthorized use. If you are legally compelled to disclose any of the Confidential Information, then, prior to such disclosure, you will (i) immediately notify METER prior to such disclosure to allow METER an opportunity to contest the disclosure, (ii) assert the privileged and confidential nature of the Confidential Information, and (iii) cooperate fully with METER in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event such protection is not obtained, you shall disclose the Confidential Information only to the extent necessary to comply with the applicable legal requirements.

8. EXPORT COMPLIANCE.

The Services and other technology METER make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any US government denied-party list. Client shall not permit Users to access or use the Service in a US-embargoed country (currently Cuba, Iran, North Korea, Sudan, or Syria) or in violation of any US export law or regulation.

9. GOVERNING LAW

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

10. ASSIGNMENT.

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party’s prior written consent (not to be unreasonably withheld) provided, however, either party may assign this Agreement in its entirety without the other party’s consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all assets or stock. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors, and permitted assigns.



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11. NOTICES.

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

12. SEVERABILITY.

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

13. WAIVER.

No failure or delay by either party in exercising any right under this EULA will constitute a waiver of that right.

14. GENERAL.

The Product Software is deemed irrevocably accepted upon your use of the Product Software or Products. METER will have no responsibility to provide maintenance or support services with respect to the Product Software. The parties are independent contractors.

You acknowledge that the Product Software contains valuable trade secrets and proprietary information of METER, that any actual or threatened breach of Section 2 (Restrictions) of this EULA will constitute immediate, irreparable harm to METER for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.

The headings of Sections of this EULA are for convenience and are not to be used in interpretation of this EULA.

Except as otherwise provided in this section, no amendment to this EULA will be valid unless it is in writing signed by the parties.

METER Group, Inc. USA:

Client: _____

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Title _____

Title _____