



This Reseller Agreement is entered into by and between METER, Inc., a Washington corporation, at 2365 NE Hopkins Court, Pullman WA 99163 (hereinafter referred to as "METER") and _____, located at _____ (hereinafter referred to as "Original Equipment Manufacturer" or "RESELLER").

1. **Agreement Term.** The Initial term of this Agreement will commence on execution of this Agreement.
2. **Termination.** Either party may terminate this agreement at any time for any reason or for no reason upon 90 days written notice.
3. **Non-disclosure of Proprietary and Confidential Information.** METER and OEM acknowledge that during the course of their work together, OEM will learn or have access to certain information which constitutes proprietary and confidential information including trade secrets, intellectual property and other valuable property which OEM acknowledges is the exclusive property of METER. This information also includes without limitation information relating to current, former or potential customers or clients of METER. The parties agree that OEM will maintain the confidentiality of that information. The obligations contained in this paragraph shall survive termination of this agreement for a period of 3 years from termination of this agreement.
4. **Discounts.** The discount schedule is set forth in Exhibit A, and may be revised from time to time in the sole discretion of METER.
5. **Warranty to Customers of RESELLER and Customer Support.** The parties agree that METER shall handle all customer support, warranty claims, and customer service for all products. Reseller shall not make any additional warranties with respect to the Products of METER.
6. **Relationship of the Parties.** RESELLER is an independent contractor, and nothing herein shall be construed to create an employer-employee, partnership, joint venture, or agency relationship between the parties. RESELLER shall have no authority, right or power to create any obligation or responsibility on behalf of METER.
7. **Indemnification.** RESELLER shall indemnify and hold METER harmless from and against any and all damages, liabilities, costs and expenses (including reasonable attorney's fees) that METER incurs as a result of any threatened or actual suit against METER arising from any of RESELLER's acts or omissions. METER shall indemnify and hold RESELLER harmless from and against any and all damages, liabilities, costs and expenses (including reasonable attorney's fees) that RESELLER incurs as a result of any threatened or actual suit against RESELLER arising from any of METER acts or omissions.
8. **Governing Law.** This Agreement shall be construed in accordance with the laws of the state of Washington (notwithstanding conflict of laws) and the Parties hereby submit to jurisdiction and venue in the state and federal courts of Washington for purposes of interpretation, validity, and enforcement of the terms of this Agreement.
9. **Legal Counsel/Construction.** By signing this agreement Recipient acknowledges that Recipient has been advised to seek legal counsel to review this agreement and has done so, or has knowingly waived the opportunity to do so. The parties agree that this agreement has been freely negotiated and any

construction or interpretation of this agreement shall not be construed against the drafter.

10. Amendment. No amendment or modification of this Agreement shall be valid or binding unless it is made in writing and signed by both parties.

11. Severability. Each provision of this Agreement shall be valid and enforceable to the maximum extent feasible. If one or more provisions of this Agreement are determined to be invalid and/or unenforceable, the remaining provisions shall remain in effect and shall be valid and enforceable according to their terms.

12. Authorization. The Signatories to this agreement hereby represent and warrant that they are duly authorized to sign on behalf of the parties to this agreement.

13. Entire Agreement. This Agreement contains the entire understanding of the parties, and supersedes all prior discussions, understandings and agreements between the parties to the extent they are not consistent with the purposes and provisions of this Agreement.

The undersigned, as agents of their companies, are in agreement to the above provisions.

RESELLER

.....
Signature of Reseller Date:

METER INC.

.....
METER Rep Signature Date

Exhibit A

Legal Company Name:

Address:

City:

Prov/State:

Postal/Zip:

Country:

Phone:

Fax:

Date Business Started:

PERSONAL INFORMATION (If company in business less than 1 year, complete the following personal information on owner/principal)

Name:

Phone:

Address:

City:

Prov/State:

Postal/Zip:

DISTRIBUTOR OR RESELLER

Discount Amount

Expiration date

COMMISSIONED AGENT

Commission Amount

Expiration date

Signature of Authorized Officer:

Date:

Printed Name

Title:

METER Rep Signature

Date

Printed Name

Title