

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING OR ACCESSING THE DEVELOPER PORTAL AND/OR DEVELOPER MATERIALS LOCATED AT <https://developer.ssni.com>.

Itron Networked Solutions Developer Portal Agreement

Itron Networked Solutions, Inc. ("**INSI**") makes available to you certain materials at <https://developer.ssni.com> (the "**Developer Portal**"), such as content, application program interface ("**APIs**"), software development kits ("**SDKs**"), Documentations, hardware developer kits ("**HDKs**"), and IoT technology applications, either for free or for a separate fee ("**Developer Materials**"), which permit you to create applications, devices, products, cloud services and/or solutions to work in conjunction with INSI's platforms and solutions. By accessing or registering on the Developer Portal, using or purchasing Developer Materials, you represent and acknowledge that you have read, understand and agree to be bound by this **INSI Developer Portal Agreement ("Agreement")**.

This Agreement is effective as of the date that you access the Developer Portal, or otherwise first access or purchase Developer Materials through the Developer Portal.

You agree that by accessing, registering on, downloading and/or purchasing from INSI's Developer Portal and/or Developer Materials, no legal partnership or agency relationship is created between you and INSI. You also certify that you are of the legal age of majority in the jurisdiction in which you reside or, if you are between the ages of 13 and the legal age of majority, that you are using the services with the supervision of your parent or legal guardian who agrees to be bound by these terms and conditions of this Agreement. This Agreement is void where prohibited by law and the right to register as a INSI Developer is not granted in such jurisdictions.

INSI will provide (or you will be requested to establish) a password or other procedures for verifying that only designated personnel have access to INSI Developer Portal and/or Developer Materials. INSI may provide you with unique confidential identification codes, credentials and certificates, as applicable, that enable you to use the INSI Developer Materials. INSI reserves the right to deny anyone access to the Developer Portal and/or Developer Materials, at any time and for any reason. You may not share any such items with any third party without the prior written consent of INSI, and you agree to notify INSI immediately of any violation of your foregoing obligations. You are responsible for maintaining the security of your account, passwords, credentials, codes, certificates and other files, and for all uses of your account, and you are liable for all activities performed under your account or otherwise with your credentials, codes and certificates.

1. **Developer Materials:** Subject to your full compliance with all of the terms and conditions of this Agreement, during the term of this Agreement, INSI grants you a non-exclusive, revocable, non-sublicensable, non-transferable license to use and integrate the INSI Developer Materials into your application, solely for use in conjunction with INSI's networks and platform. Except as expressly set forth in

Sections 1 and 2, INSI reserves all rights in and to the Developer Materials and INSI grants you no licenses of any kind hereunder.

2. **HDKs:** In the event that you purchase a HDK from or through the Developer Portal, you agree that all use and purchase of such HDK(s) will be subject to the terms and conditions of this Agreement. You may purchase and use the HDK for use by you, but only if you fully comply with Section 14 of this Agreement and obtain all required export licenses, permits and approvals from the appropriate agencies of the country in which you are a resident or from which you use the HDK outside of the United States. You must defend, indemnify and hold INSI harmless from any and all claims, damages, liabilities, costs and fees (including attorneys' fees and costs) arising from or relating to your failure to comply with any such law or regulation or to obtain any such license, permit or approval. Subject to Section 9 of this Agreement, all HDKs are provided on an "AS IS" basis without warranty of any kind whether express or implied, including, without limitation warranties of materials, workmanship, design, merchantability, fitness for a particular purpose, title or non-infringement. Without limiting the foregoing, INSI, at its sole discretion, may provide a one-time replacement of a defective HDK or hardware if written notice is received by INSI within 30 calendar days of the date of the purchase of HDK or hardware, provided any such replacement will be subject to the same terms and conditions of this Agreement. All HDKs are non-refundable.
3. **Restrictions and Obligations.** You may not use the Developer Materials for any purpose other than as expressly set forth herein without INSI's prior written consent, including without limitation to access INSI data or information without authorization or in any manner or for any purpose that violates any law or regulation or any right of any person (including but not limited to intellectual property rights or rights of privacy). You may not use the INSI Developer Materials to engage, or cause any third party to engage, in any practices that discriminate against or discourage the use of INSI products and solutions. In addition, you shall not use the Developer Materials in connection with or to promote any applications or other products, services, or materials that constitute, promote or are used for the purpose of dealing in: spyware, adware, or other malicious programs or code; counterfeit goods; items subject to U.S. embargo; unsolicited mass distribution of email; multi-level marketing proposals; hate materials; hacking/surveillance/interception/descrambling equipment; libelous, defamatory, obscene, pornographic, abusive or otherwise offensive content; prostitution; gambling; stolen products or items used for theft; fireworks, explosives, or hazardous materials; or weapons. Without limiting the foregoing, you will comply at all times with applicable law in connection with its use or access of the Developer Materials and shall not use the Developer Materials for any illegal purpose. Except as expressly and unambiguously authorized under this Agreement, you may not (i) copy, rent, lease, sell, transfer, assign, sublicense, disassemble, reverse engineer or decompile (except to the limited extent such restrictions are expressly prohibited by applicable statutory law), modify or alter any part of the INSI Developer Materials, or (ii) otherwise use the INSI Developer Materials on behalf of any third party. You may not use any robot, spider, or other automatic device to create accounts for use of the INSI Developer Materials and you will not take

any action that imposes an unreasonable or disproportionately large load on INSI's infrastructure.

4. **Updates and Modifications.** INSI, may, in its sole discretion, provide replacements, updates, modifications or bug fixes for the Developer Materials. Any such updates, modifications or bug fixes shall be deemed part of the applicable Developer Materials and subject to the license and other terms and conditions hereunder. INSI reserves the right, at its discretion, to modify this Agreement from time to time, without notice to you. Any and all modifications (including new terms, updates, revisions, supplements, modifications, and additional rules, policies, terms and conditions) will be effective when posted.
5. **Open Source.** The Developer Materials may contain or be provided with open source libraries, components, utilities and other open source software (collectively, "**Open Source**"), which Open Source may have additional or different terms or conditions applicable to Developer's use and/or access thereof as identified on the INSI Portal or otherwise provided in documentation. Notwithstanding anything to the contrary herein, use of the Open Source shall be subject to the applicable Open Source license terms and conditions to the extent required by the applicable licensor. Developer agrees to comply with all applicable Open Source licensing terms and obligations and agrees not to use or include any Open Source in such a way that would cause the non-Open Source portions of the Developer Materials to be subject to any Open Source licensing terms or obligations.
6. **Trademarks.** This Agreement does not include any right for you to use any trademark, service mark, trade name or any other mark of INSI or any other party or licensor. You agree that INSI may list your name and/or your application (including by displaying any trademarks related thereto) and identify the business relationship between the parties on INSI's websites and in other marketing and advertising collateral. No rights or licenses are granted except as expressly and unambiguously set forth herein.
7. **Ownership.** You acknowledge and agree that INSI owns all right, title and interest (including without limitation all patent rights, copyrights, trade secrets, trademarks and other proprietary rights) in and to the Developer Materials and any modifications, translations or other derivative works thereof. You further acknowledge that the license granted under this Agreement does not provide you with title to or ownership of the Developer Materials, but only a right of limited use under the terms and conditions of this Agreement. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the INSI Developer Materials ("Submissions"), provided by you to INSI are voluntary, non-confidential and INSI will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.
8. **Confidentiality.** "**Confidential Information**" means any non-public data, information and other materials regarding the products, software, services, or business of INSI provided under or in connection with this Agreement by INSI ("**Disclosing Party**") to you ("**Receiving Party**") where such information is marked or otherwise communicated as being "proprietary" or "confidential" or the like, or where such information should, by its nature, be reasonably considered to be

confidential and/or proprietary. Except as expressly authorized herein, the Receiving Party agrees to: (i) use the Confidential Information of the Disclosing Party only to perform hereunder or exercise rights granted to it hereunder; (ii) treat all Confidential Information of the Disclosing Party in the same manner as it treats its own similar proprietary information, but in no case will the degree of care be less than reasonable care; and (iii) disclose the Disclosing Party's Confidential Information only to those employees and consultants of the Receiving Party who have a need to know such information for the purposes of this Agreement, provided that any such employee or consultant shall be subject to obligations of non-use and confidentiality with respect to such Confidential Information at least as restrictive as the terms of this Agreement, and the Receiving Party shall remain liable for any non-compliance of such employee or consultant with the terms of this Agreement. Confidential Information does not include information that: (a) is or becomes generally known or available to the public through no act or omission of Receiving Party; (b) is rightfully known by Receiving Party prior to receiving such information from Disclosing Party and without restriction as to use or disclosure; (c) is independently developed by Receiving Party without use of Disclosing Party's Confidential Information and without breach of this Agreement; or (d) is rightfully received by Receiving Party from a third party without restriction on use or disclosure. The foregoing obligations will not restrict either party from disclosing the other party's Confidential Information: (a) pursuant to the order or requirement of a court, administrative agency, or other governmental body, as long as the party required to make such disclosure gives reasonable notice to the other party to contest such order or requirement; and (b) on a confidential basis to its legal or financial advisors who need to know to provide business advice to such party. Your obligations hereunder shall survive the termination of this Agreement. You acknowledge that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information and that INSI will be entitled (without waiving any other rights or remedies) to injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction, without obligation to post any bond.

9. **Warranty Disclaimer.** THE DEVELOPER MATERIALS ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, INSI DISCLAIMS ANY WARRANTY THAT THE DEVELOPER MATERIALS WILL BE FREE FROM BUGS, ERRORS OR HARMFUL COMPONENTS OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR-FREE. INSI ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM ITS DATA CENTERS VIA WAN, CELLULAR OR OTHER PUBLIC COMMUNICATIONS OR BROADBAND SYSTEMS, OUTAGES, DEVICE NON-REACHABILITY, LOSS OR INACCURATE READING OR TRANSMISSION OF DATA. INSI WILL NOT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTIES FOR ANY CONSEQUENCES OF, OR

LOSSES OR DAMAGES ARISING FROM YOUR USE OR MISUSE OF DEVELOPER MATERIALS.

10. **Indemnification.** You agree that INSI shall have no liability whatsoever for any use you make of the INSI Developer Materials. You shall indemnify and hold harmless INSI from any and all claims, damages, liabilities, costs and fees (including attorneys' fees and costs) arising from your applications or otherwise from your use of the INSI Developer Materials, or your breach of this Agreement, but excluding claims solely attributable to the Developer Materials.
11. **Term and Termination.** This Agreement shall continue until terminated as set forth in this Section. Either party may terminate this Agreement upon written notice to the other party at any time, for any reason, or for no reason including, but not limited to, if you violate any provision of this Agreement. Any termination of this Agreement shall also terminate the license(s) granted hereunder. Upon termination of this Agreement for any reason, you shall destroy and remove from all computers, hard drives, networks and other storage media all copies of the Developer Materials, and shall so certify to INSI upon request that such actions have occurred. Sections 2 (indemnification relating to HDK), 8 10, and 12, and all accrued rights to payment (if any) shall survive termination of this Agreement. Nothing contained herein shall limit any other remedies that either party may have for the default of the other party under this Agreement nor relieve either party of any of its obligations incurred prior to any expiration or termination of this Agreement.
12. **Limitation of Liability.**
 - a. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL INSI BE LIABLE TO YOU OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE INSI DEVELOPER MATERIALS, EVEN IF INSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE, OR (B) ANY DAMAGES RELATING TO THE INSI DEVELOPER MATERIALS OR YOUR USE THEREOF.
 - b. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INSI'S AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY TO YOU AND YOUR AFFILIATES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE TOTAL AMOUNT PAID TO INSI AND ITS AFFILIATES BY YOU AND YOUR AFFILIATES

UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY FOR THE INSI PRODUCT OR SERVICE THAT IS THE SUBJECT MATTER OF THE CLAIM OR U.S. \$5,000.00, WHICHEVER IS GREATER. THE FOREGOING LIMITATION SHALL NOT APPLY TO CLAIMS FOR BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OF INSI OR ITS EMPLOYEES.

13. **Notices.** Any notice provided to a party hereunder shall be in writing or via electronic communications. Notices to INSI shall be sent by personal delivery, registered or certified mail (return receipt requested, postage prepaid) or commercial express courier (with written verification of receipt) to: INSI Networks, Inc., 230 W. Tasman Drive, San Jose, CA 95134, U.S.A., Attention: Legal Department. Notice to Developer required or permitted hereunder, may be given by transmission to the email address provided by Developer when registering for access to the Developer Materials (or as updated from time to time in using the facilities for this purpose provided in the INSI Developer Portal); such email notices shall be deemed received if it arrives at Developer's email system as evidenced by either party's contemporaneously created computer records.
14. **Export Controls.** You shall comply with all applicable export laws (including U.S. export laws) and acknowledge that the Developer Materials may not be provided or made available either directly or indirectly, (i) into Crimea, Cuba, Iran, North Korea, Sudan, Syria or any other country subject to United States trade sanctions, or to individuals or entities controlled by such countries or to nationals or residents of such countries (other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions); or (ii) to anyone on any denied, prohibited, or unverified list maintained by the United States Government, including the Office of Foreign Assets Control (OFAC) Specially Designated Nationals (SDN) List. By accessing or using the Developer Portal and/or the Developer Materials, you agree to the foregoing and represent and warrant that you (and the organization you represent, if any) are not located in, under the control of, or a national or resident of any restricted country.
15. **Disputes/Governing Law.** Any dispute in the meaning, effect or validity of these terms will be resolved in accordance with the laws of the State of California, U.S.A., without regard to the conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) shall not apply to this Agreement or to the transactions processed hereunder.
16. **General.** If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision shall be deleted and the remaining terms shall be construed so as to give maximum lawful effect to any such deleted terms. No waiver by INSI of any provision of this Agreement will constitute a waiver of any other breach of that or any other provision. This Agreement is not made for the benefit of any third parties. You may not assign this Agreement or any of its rights hereunder without INSI's prior written consent. This Agreement is in the

English language only, which shall be the governing language and controlling in all respects. All versions of this Agreement in any other language will be for accommodation only and shall not be binding upon INSI. All communications and notices to be made or given pursuant to this Agreement must be in the English language. Unless the parties have entered into a written amendment to this agreement that is signed by both parties regarding the INSI Developer Materials, this Agreement contains the complete and entire agreement as to the subject matter hereof, and replaces and supersedes any prior or contemporaneous communications, representations, or agreements, whether oral or written with respect to such subject matter. This Agreement may not be modified except in a writing signed by INSI's authorized representatives. You acknowledge that if there is a breach or threatened breach of this Agreement, damages alone may not necessarily be an adequate remedy. Accordingly, INSI will have the right to enforce the terms and conditions of this Agreement by equitable relief where applicable, including injunctive relief and specific performance, without the necessity of posting a bond.