

ITRON DEVELOPER PROGRAM AND PORTAL AGREEMENT

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND ITRON, INC. ("ITRON").

PLEASE READ THIS ITRON DEVELOPER PROGRAM AND PORTAL AGREEMENT ("AGREEMENT") BEFORE PRESSING THE "AGREE" BUTTON AT THE BOTTOM OF THIS PAGE. BY PRESSING "AGREE," YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PRESS "CANCEL".

TABLE OF CONTENTS

DEFINITIONS	3
PART A – RELATIONSHIP WITH ITRON – GENERAL	7
1. RELATIONSHIP WITH ITRON.	7
2. NO SHARING OR TRANSFERRING OF PROGRAM BENEFITS.....	7
3. PORTAL, CONTENT, AND SERVICES.	7
PART B – LICENSING.....	7
4. LICENSE GRANT: ITRON SOFTWARE, DOCUMENTATION, AND OTHER MATERIALS.....	7
5. ITRON SERVICES.	8
5.1 ACCESS TO SERVICES.	8
5.2 INTELLECTUAL PROPERTY.....	8
5.3 <i>Capacity Limits</i>	8
5.4 <i>Languages & Locations</i>	8
6. RIGHT TO CHANGE ITRON CONTENT.	8
7. NO DISTRIBUTION WITHOUT COMMERCIAL DISTRIBUTION AGREEMENT.	8
8. CONTENT CONFIDENTIALITY.	9
9. NO WARRANTY.....	9
10. EXPIRATION, TERMINATION, SUSPENSION.....	9
PART C – PROGRAM REQUIREMENTS	9
11. PROGRAM REQUIREMENT OBLIGATION.	9
12. CHANGES TO PROGRAM REQUIREMENTS OR TERMS.	9
13. RESTRICTIONS.....	9
14. SINGLE INSTANCE INSTALLATIONS; NO DISTRIBUTION.	10
15. ITRON IDS.	10
17. LIMITATION ON NUMBER OF TEST UNITS AND AUTHORIZE DEVELOPERS.	10
18. PROVISIONING PROFILES.	11
19. COMPATIBILITY LABS & SUPPORT.	11
20. RESTRICTED ACCESS TO DEVELOPER ACCOUNT.....	11
21. AUTHORIZED TEST UNITS.	12
22. PRE-RELEASE ITRON SOFTWARE.	12
23. CONFIDENTIAL NATURE OF PRE-RELEASE ITRON SOFTWARE AND SERVICES.	12
24. COPYRIGHT NOTICES.	13
25. OWNERSHIP.....	13
26. THIRD-PARTY SERVICE PROVIDERS.	13
30. NO MALICIOUS ACTIVITIES.	14
31. APIs AND FUNCTIONALITY.	14
31.1 <i>API Compliance</i>	14
31.2 <i>Executable & Interpreted Code Restrictions</i>	14
31.3 <i>Additional Features Restrictions</i>	14

31.4	<i>DI App Container</i>	15
32.	USER INTERFACE	15
33.	DATA COLLECTION, LOCAL LAWS AND PRIVACY	15
33.1	<i>Recordings</i>	15
33.2	<i>Compliance with Privacy Laws</i>	15
33.3	<i>User Device Data</i>	15
33.4	<i>Data Collection Disclosure</i>	15
33.5	<i>Compliance with Local Laws</i>	16
34.	LOCATION INFORMATION	16
34.1	<i>Notification and Consent</i>	16
34.2	<i>Itron Geo-Location Data</i>	16
35.	ALERTS	16
36.	MALWARE	16
37.	OPEN SOURCE	16
38.	ITRON NETWORK EXTENSIONS	17
38.1	<i>Requirements & Restrictions</i>	17
38.2	<i>Itron Reservation</i>	17
39.	REGULATORY APPROVALS & CERTIFICATIONS	17
40.	CELLULAR NETWORK	18
41.	EXTENSIONS	18
42.	CONFIGURATION PROFILES	18
43.	ITRON CERTIFICATES	18
43.1	<i>Certificate Requirements</i>	18
43.2	<i>Representations by You</i>	18
43.3	<i>Relying Party Certificates</i>	19
43.4	<i>Certificate Revocation</i>	19
PART D – CERTIFICATION/REVIEW & TESTING, SELECTION, AND DISTRIBUTION OF YOUR PRODUCTS		20
44.	DEVELOPER DI APPS	20
44.1	<i>DI Application Certification</i>	20
44.2	<i>Certification Fees</i>	20
44.3	<i>Initial Submission</i>	20
44.4	<i>Representations & Warranties by You</i>	20
44.5	<i>Distribution of DI Apps</i>	20
44.6	<i>Resubmission</i>	20
44.6.1	<i>DI App Developer Updates</i>	20
44.6.2	<i>DI App Changes</i>	20
44.7	<i>Replacement DI Apps</i>	21
44.8	<i>Recertification Required by Itron</i>	21
44.9	<i>Delivery of DI Apps under Commercial Distribution Agreement</i>	21
44.10	<i>Revenue Share on Distribution of DI Apps</i>	21
44.11	<i>Developer-Branded DI Apps: Agent-Principal Relationship</i>	21
45.	OTHER DEVELOPER APPLICATIONS	22
45.1	<i>Commercial Distribution Agreement Requirement</i>	22
45.2	<i>Compatibility & Interworking Specifications</i>	22
45.3	<i>Proof of Concept; Review & Testing</i>	22
45.4	<i>Representations & Warranties by You</i>	22
45.5	<i>Distribution of Software Applications</i>	22
46.	CUSTOMIZED HARDWARE	22
46.1	<i>Commercial Distribution Agreement Requirement</i>	22
46.2	<i>Compatibility & Interworking Specifications</i>	22
46.3	<i>Proof of Concept; Review & Testing</i>	22
46.4	<i>Representations & Warranties by You</i>	22

46.5	<i>Distribution of Customized Hardware</i>	23
47.	DEVELOPMENT & DISTRIBUTION OF LIBRARIES.....	23
48.	NON-SELECTION BY ITRON.....	23
48.1	<i>No Itron Obligation to Select Your Covered Product for Distribution</i>	23
48.2	<i>Disclaimer</i>	23
49.	DISCLAIMER OF ITRON LIABILITY FOR USE OF YOUR APPLICATIONS AND CUSTOMIZED HARDWARE.....	23
PART E – COLLECTION & USE OF DATA BY ITRON		23
50.	APPLICATION ANALYTICS.....	23
50.1	<i>Your Use of DI Platform Analytics Data</i>	24
50.2	<i>Itron Right to Use DI Platform Analytics Data</i>	24
51.	DATA COLLECTION BY ITRON PLATFORMS & SYSTEMS.....	24
52.	SET UP & PROVISIONING DATA.....	24
53.	ITRON SERVICES.....	24
PART F – GENERAL TERMS & CONDITIONS		25
54.	CONFIDENTIALITY.....	25
55.	NONDISCLOSURE AND NONUSE OF ITRON CONFIDENTIAL INFORMATION.....	25
56.	CONFIDENTIAL PRE-RELEASE MATERIALS LICENSE AND RESTRICTIONS.....	25
57.	AMENDMENT; COMMUNICATION.....	26
58.	TERM AND TERMINATION.....	26
59.	SURVIVAL.....	26
60.	ITRON INDEPENDENT DEVELOPMENT.....	26
61.	USE OF ITRON TRADEMARKS, LOGOS, ETC.....	26
62.	NO WARRANTY.....	26
63.	DISCLAIMER OF LIABILITY.....	27
64.	THIRD-PARTY NOTICES AND PRODUCTS.....	27
65.	EXPORT CONTROL.....	27
66.	GOVERNING LAW.....	28
67.	GOVERNMENT END USERS.....	28
68.	MISCELLANEOUS.....	28

DEFINITIONS

The following defined terms are used in this Agreement.

“Agreement” means this Itron Developer Program and Portal Agreement.

“APN” means wireless network identifier to determine what type of network connection should be created.

“Applications” means software (other than Libraries) and DI Applications developed by You under this Agreement (including updates and other releases) using Itron Content.

“Authorized Developers” means Your employees and contractors, members of Your organization who (a) each have an active and valid Itron Developer account with Itron, (b) have a demonstrable need to know or use the Itron Content in order to develop and test Covered Products, and (c) to the extent such individuals will have access to Itron Confidential Information, each have written and binding agreements with You to protect the unauthorized use and disclosure of such Itron Confidential Information.

“Authorized Test Units” means Itron-branded hardware units owned or controlled by You that have been designated for Your own testing and development purposes under this Program.

“Certification” means “Certification” or “Certify” means the process by which Itron verifies that Developer DI Apps operate in accordance with this Agreement including Program Requirements.

“Certification Fee” means the fee charged to You by Itron for Certification of a DI App or DI Update

“Changed DI App” means not only DI App Developer Updates, but any other change made by You (or Your Authorized Developers) to a DI App previously Certified by Itron.

“Compatibility Labs” and **“Labs”** mean Itron’s software and/or hardware compatibility testing and development labs.

“Configuration Profile” means a file that allows You to distribute configuration information and restrictions on device features to compatible Itron-branded products through Itron-branded software tools or via device management software.

“Covered Products” means Your Applications, Libraries, and Customized Hardware.

“Customer” means a licensor or purchaser of Your Covered Products distributed under a Commercial Distribution Agreement, whether licensed or sold by You or by Itron.

“Customized Hardware” means hardware created by You or on Your behalf which You have modified or redesigned using Itron Content to be interoperable with Itron platforms and systems.

“Developer Portal” means the website operated and maintained by Itron made available to Itron Developers.

“Developer Technical Support” and **“DTS”** mean ... developer technical support incidents (“DTS Services”).

“Development Kits” means, in general, Itron SDKs and Itron HDKs.

“DI Application,” “DI App,” and **“Distributed Intelligence Application”** mean applications developed by You using Itron Content for distribution to customer via Itron’s DI App Platform for installation on Itron-branded or Itron-approved devices.

“DI” means Itron’s distributed intelligence technology.

“DI App” means, in general, an application developed under requirements of the Program capable of distribution to and use by a DI Device.

“DI App-Cloud Software Application Bundle” means a product bundle consisting of a Certified DI App and Software Application (reviewed and tested by Itron under this Agreement or under a Commercial Distribution Agreement) distributed by You or Itron under a Commercial Distribution Agreement that work together or together with Itron software, platforms, or systems.

“DI App Developer Update” means any fix, update, revision, or release to a Certified DI App made by You (or Your Authorized Developers).

“DI APIs” and **“Distributed Intelligence APIs”** mean API’s specifically for use with DI Apps.

“DI App Store” means an application and/or services for management, download, licensing, upgrade, configuration, resource usage tracking, and health tracking of DI Apps.

“DI Device” means, in general, any device or device type interoperable with Itron networks, platforms, and systems – selected or authorized by Itron – that is capable of receiving and executing Developer DI Apps from the DI Platform.

“DI Platform” means Itron’s distributed intelligence platform. The DI Platform includes the DI App Store and infrastructure necessary to distribute DI Apps.

“DI Software Development Kit” or **“DI SDK”** means that software development kit licensed and made available to You under this Agreement for the testing and development of DI Apps.

“Documented API(s)” means the application programming interface(s) documented by Itron in published Itron Documentation and which are contained in the Itron Software.

“Extensions” means one or more software extensions developed by You under this Agreement only for use with Itron-branded products in compliance with this Agreement.

“FOSS” (Free and Open Source Software) means any software that is subject to terms that, as a condition of use, copying, modification or redistribution, require such software and/or derivative works thereof to be disclosed or distributed in source code form, to be licensed for the purpose of making derivative works, or to be redistributed free of charge, including without limitation software distributed under the GNU General Public License or GNU Lesser/Library GPL.

“Itron Certificates” means the Itron-issued digital certificates provided to You by Itron under the Program.

“Itron Content” means, in general, Itron Software, Itron Services, Itron Documentation, and Other Itron Material offered to you under this Agreement to test and develop Covered Products.

“Itron Developer” means a developer whose application to Itron to participate in the Program has been accepted by Itron and who has accepted this Agreement.

“Itron Documentation” means any technical document, specification document, user guides and manuals, product documentation, and integration, interoperability, or interworking requirements and specifications documents that Itron may provide to You under this agreement for use in connection with the testing and development of Your Covered Products.

“Itron HDKs” means the Itron-proprietary hardware development kits (SDKs) provided or made available for purchase under this Agreement, including but not limited to hardware design resources, hardware tools, and hardware devices for purposes of creating hardware devices that are interoperable with Itron platforms, systems, and networks – i.e., to create Customized Hardware.

“Itron Marks” means Itron trademarks, service marks, and logos.

“Itron Network Extensions” means a set of APIs or other code, if offered, that can be used to customize and extend Itron networking features to Itron or third-party products, networks, platforms, systems, sites, databases, features, or capabilities.

“Itron Platforms & Systems” means software and hardware platforms, operating systems, networks, software applications, security systems, computer systems, infrastructures, operating environments, test environments, processors and processing systems and program, and other technologies owned, operated, and maintained by Itron or on Itron behalf for internal purposes and for the products and services provided by or through Itron to customers or Itron and its business partners.

“Itron Software” means means Itron SDKs, Itron HDKs, Provisioning Profiles, code, libraries, tools, emulators, installers, compilers and any other software that Itron provides to You under the Program for you to test and develop Covered Products under the terms and conditions of this Agreement.

“Itron SDKs” means the Itron-proprietary software development kits (SDKs) provided under this Agreement, including but not limited to files, APIs, APNs, libraries, simulators, software, and tools – packaged for purposes of targeting Itron-branded products.

“Itron Services” means – if offered – services such as technical support services, software that perform certain tasks or access to capabilities, local or remote compatibility labs or emulations that Itron provides to You under this Agreement solely for use with the testing and development Your Covered Products.

“Libraries” means a collection of resources **that can be reused in the development of other software** under the terms and conditions of this Agreement that may include, for example, configuration data, documentation, help data, pre-written code and routines.

“Other Itron Materials” means all materials, regardless of form, other than Itron Documentation, Itron Software, and Itron Services provide to You under this Agreement for the testing and development of Your Covered Products.

“Program” and **“Developer Program”** mean the overall Itron development and testing program contemplated in this Agreement.

“Program Requirements” mean the technical, design, product category, security, performance, and other criteria and requirements specified by Itron, including but not limited to the current set of requirements set forth in this Agreement and in Itron Documentation.

“Provisioning Profiles” means a collection of information provided by Itron under this Agreement that links an Itron ID with authorized devices (i.e., “Authorized Test Units”) to control and authorize the devices on which an Your Application can run and the Itron Services it can access.

“Recertification” means the process by which Itron will Certify changes to previously Certified DI Apps.

“Replacement DI App” means a DI App with new features, functionality, capabilities, or design intended by You as new Covered Product offering to replace a DI App previously Certified by Itron, whether or not covered by a Commercial Distribution Agreement.

“Software Applications” means all Your Applications other than DI Applications (and other than Libraries).

“Updates” means bug fixes, updates, upgrades, modifications, enhancements, supplements, and new releases or versions of Itron Content.

“Viral Open Source Software” means any FOSS subject to a license which seeks to require any party which uses, modifies or distributes such code to make such code (or modification or derivative work thereof) or any other code which may be combined with or linked to such code available in source code form or which may impose any other obligation or restriction with respect to such party’s patent or other intellectual property rights.

“You” and **“Your”** means and refers to the person(s) or legal entity (whether the company, organization, educational institution, or governmental agency, instrumentality, or department) that has accepted this Agreement under its own developer account and that is using the Itron Content or otherwise exercising rights under this Agreement.

Note: For avoidance of doubt, You may authorize contractors to develop Applications on Your behalf, but any such Applications must be owned by You, submitted under Your own developer account, and distributed as Applications only as expressly permitted herein. You are responsible to Itron for Your contractors’ activities under Your account (e.g., adding them to Your team to perform development work for You) and their compliance with this Agreement. Any actions undertaken by Your contractors arising out of this Agreement shall be deemed to

have been taken by You, and You (in addition to Your contractors) shall be responsible to Itron for all such actions.

PART A – RELATIONSHIP WITH ITRON – GENERAL

1. Relationship With Itron. You understand and agree that by registering with Itron to become an Itron Developer (“Itron Developer”), no legal partnership or agency relationship is created between you and Itron. You agree not to represent otherwise. You also certify that you are at least thirteen years of age and you represent that you are legally permitted to register as an Itron Developer. This Agreement is void where prohibited by law and the right to register as an Itron Developer is not granted in such jurisdictions. Presentation of this Agreement to You and Your acceptance of it does not imply that Your application to Itron’s Developer Program has been approved by Itron. Itron will notify You of its decision to accept or reject your Developer Program application. If Your application has already been approved but you do not accept this Agreement, Itron’s approval shall be deemed automatically withdrawn and of no effect from the start, without further action or notification by Itron.

2. No Sharing or Transferring of Program Benefits. Unless otherwise agreed or permitted by Itron in writing, you cannot share or transfer any benefits you receive from Itron in connection with being an Itron Developer. The Itron ID and password you use to log into your Itron Developer account cannot be shared in any way or with anyone. You are responsible for maintaining the confidentiality of your Itron ID and password and for any activity in connection with your account.

3. Portal, Content, and Services. Itron will provide You access to its Developer Portal. Itron may offer to provide you with Itron Content via the Developer Portal and other mechanisms. Itron may change, suspend or discontinue providing the Developer Portal and Itron Content to You at any time, and may impose limits on certain features and materials offered or restrict your access to parts or all of such materials without notice or liability.

PART B – LICENSING

4. License Grant: Itron Software, Documentation, and Other Materials. Subject to the terms and conditions of this Agreement, Itron hereby grants You during the Term of this Agreement, a limited, non-exclusive, personal, revocable, non-sublicensable and non-transferable license to:

(a) Use Itron Software, Itron Services, Itron Documentation, and Other Itron Materials solely to test and develop Covered Products by You or Your Authorized Developers that are specifically for use with Itron-branded products, unless otherwise permitted by Itron in writing;

(c) Install a reasonable number of copies of the Itron Software to be used internally by You or Your Authorized Developers solely to test and develop Covered Products that are specifically for use with Itron-branded products;

(b) Make and distribute a reasonable number of copies of the Itron Documentation and Other Itron Materials to Authorized Developers for their internal use only and for the sole purpose of developing or testing Covered Products;

(c) Use of Itron Services by You or Your Authorized Developers solely to test and develop Covered Products that are specifically for use on Itron-branded products;

(d) Install a Provisioning Profile on each of Your Authorized Test Units, up to the number of Authorized Test Units that You have registered and acquired licenses for, to be used internally by You or Your Authorized Developers for the sole purpose of developing and testing Your Applications;

(e) Incorporate the Itron Certificates issued to You pursuant to this Agreement for purposes of digitally signing Your Applications, and as otherwise expressly permitted by this Agreement.

5. Itron Services.

5.1 Access to Services. Itron may provide access to Itron Services that Your Applications may call through APIs in the Itron Software and/or that Itron makes available to You through DI App Portal or other mechanisms (e.g., through the use of keys that Itron may make accessible to You through the Itron Software or Itron Services). You agree to access such Itron Services only through the mechanisms provided by Itron for such access and only for use on Itron-branded products. You agree not to share access to mechanisms provided to You by Itron for the use of Itron Services with any third party. Further, You agree not to create or attempt to create a substitute or similar service through use of or access to the Itron Services.

5.2 Intellectual Property. You agree to access and use Itron Services only as necessary for providing services and functionality for Your Applications that are eligible to use Itron Services and only as permitted by Itron in writing, including in the Itron Documentation. You may not use the Itron Services in any manner that is inconsistent with the terms of this Agreement or that infringes any intellectual property rights of a third party or Itron, or that violates any applicable laws or regulations. You agree that the Itron Services contain proprietary content, information and material owned by Itron and its licensors, and protected by applicable intellectual property and other laws. You may not use such proprietary content, information or materials in any way whatsoever, except for the permitted uses of the Itron Services under this Agreement, or as otherwise separately and expressly permitted by Itron in writing.

5.3 Capacity Limits. You acknowledge that there may be storage capacity, transmission, and/or transactional limits for the Itron Services both for You as a developer and for Your Authorized Developers. If You reach or Your Authorized Developers reach such limits, then You or Your Authorized Developer may be unable to use the Itron Services or may be unable to access or retrieve data from Your Applications or through the applicable end-user accounts. You agree not to charge any fees to Your Authorized Developers solely for access to or use of the Itron Services through Your Application or for any content, data or information provided therein, and You agree not to sell access to the Itron Services in any way.

5.4 Languages & Locations. Itron Services may not be available in all languages or in all countries, and Itron makes no representation that any such Services would be appropriate, accurate or available for use in any particular location or product. To the extent You choose to use the Itron Services with Your Covered Products, You do so at Your own initiative and are responsible for compliance with any applicable laws.

6. Right to Change Itron Content. Itron reserves the right to change, suspend, deprecate, remove, limit, or disable access to Itron Content or any part thereof, at any time without notice (including revoking entitlements or changing any APIs in the Itron Software). In no event will Itron be liable for the removal of or disabling of access to any of the foregoing. Itron may also impose limits and restrictions on the use of or access to the Itron Services, may remove the Itron Services for indefinite time periods, may revoke Your access to Itron Content or any part thereof at any time without notice or liability to You and in its sole discretion.

7. No Distribution without Commercial Distribution Agreement. You may not distribute any Covered Products developed using Itron Content absent entering into a separate Commercial Distribution Agreement with Itron.

8. Content Confidentiality. Itron Content shall be considered Itron Confidential Information, unless otherwise agreed or permitted in writing by Itron. You may not share the Content with anyone, including, without limitation, employees and contractors working for the same entity as you, regardless of whether they are Itron Developers, unless otherwise expressly permitted by Itron.

9. No Warranty. Itron does not guarantee the availability, accuracy, completeness, reliability, or timeliness of any data or information displayed by any Itron Services. You are responsible for Your use of the Itron Software and Itron Services, and if You use such Services to store any content, data, or information, then it is Your responsibility to maintain appropriate alternate backup of all Your content, information, and data.

10. Expiration, Termination, Suspension. You understand and agree that You may not be able to access Itron Content upon expiration or termination of this Agreement and that Itron reserves the right to suspend access to or delete content, data or information that You have stored through Your use of such Itron Content provided hereunder. You should review the Documentation and policy notices posted by Itron prior to using any Itron Content. Certain Itron Content may not be made available for Covered Products on all Itron-branded products and may not be made available to all developers.

PART C – PROGRAM REQUIREMENTS

11. Program Requirement Obligation. Authorizations by Itron to You and Your Authorized Developers to use Itron Content to test and develop Covered Products are conditioned upon Your and Your Authorized Developers' compliance Program Requirements at all times.

12. Changes to Program Requirements or Terms. Itron may change the Program Requirements or the terms of this Agreement at any time. New or modified Program Requirements will not retroactively apply to DI Applications already in distribution via the DI Platform, unless such Program Requirements are due to changes to the DI Platform that require compatibility updates to DI Applications – in which case, Itron will provide prior notice of the DI Platform changes. DI Applications may require Recertification and payment of Certification Fees in that event.

In order to continue using Itron Content, You must accept and agree to the new Program Requirements and/or new terms of this Agreement. If You do not agree to new Program Requirements or new terms, Your use of Itron Content may be suspended or terminated by Itron. You agree that Your acceptance of such new Agreement terms or Program Requirements may be signified electronically, including without limitation, by Your checking a box or clicking on an "agree" or similar button.

13. Restrictions. You agree not to exploit the Portal, or any Services, or Content provided to you by Itron as an Itron Developer, in any unauthorized way, including but not limited to, by trespass, burdening network capacity or using the Services, Portal or Content other than for authorized purposes. Copyright and other intellectual property laws protect the Portal and Content provided to you, and you agree to abide by and maintain all notices, license information, and restrictions contained therein. Unless expressly permitted herein or otherwise permitted in a separate agreement with Itron, you may not modify, publish, network, rent, lease, loan, transmit, sell, participate in the transfer or sale of, reproduce, create derivative works based on, redistribute, perform, display, or in any way exploit any of the Portal, Content or Services. You may not decompile, reverse engineer, disassemble, or attempt to derive the source code of any software or security components of the Portal, Content, or Services (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by any licensing terms accompanying

the foregoing). Use of the Portal, Content or Services to violate, tamper with, or circumvent the security of any computer network, software, passwords, encryption codes, technological protection measures, or to otherwise engage in any kind of illegal activity, or to enable others to do so, is expressly prohibited. Itron retains ownership of all its rights in the Portal, Content, and Services, and except as expressly set forth herein, no other rights or licenses are granted or to be implied under any Itron intellectual property.

14. Single Instance Installations; No Distribution. This Agreement does not allow the Itron Software or Services to be made available over a network where they could be run or used by multiple computers at the same time, unless otherwise expressly permitted in writing by Itron. Further, unless otherwise expressly permitted by Itron in writing, You agree not to rent, lease, lend, upload to or host on any website or server, sell, redistribute, or sublicense the Itron Software and Itron Services, in whole or in part, or to enable others to do so.

15. Itron IDs. You agree to register only a reasonable number of Itron IDs in the Itron Software and Itron Services for deployment and provisioning purposes. You agree to ensure that such Itron IDs are associated with You or Your Authorized Developers. You agree that all information provided to Itron by You or Your Authorized Developers in obtaining such Itron IDs or entering them into the Itron Software or Services will be current, true, accurate, supportable and complete. You agree not to fraudulently misrepresent or improperly acquire more Itron IDs than are necessary for Your own reasonable testing and development purposes. You understand that Itron may disable Your right to use Itron IDs within the Itron Software or may revoke Your Provisioning Profiles at any time in its sole discretion (e.g., if Itron suspects fraudulent or malicious activity with Your use of the Itron Software or Services).

16. No Other Permitted Uses. Except as otherwise set forth in this Agreement, You agree not to rent, lease, lend, upload to or host on any website or server, sell, redistribute, or sublicense the Itron Software, Itron Certificates, or any Services, in whole or in part, or to enable others to do so. You may not use the Itron Software, Itron Certificates, or any Services provided hereunder for any purpose not expressly permitted by this Agreement, including any applicable Attachments and Schedules.

You may not and You agree not to, or to enable others to, copy (except as expressly permitted under this Agreement), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, decrypt, or create derivative works of the Itron Software, Itron Certificates or any Services provided by the Itron Software or otherwise provided hereunder, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by licensing terms governing use of open-sourced components or sample code included with the Itron Software). You agree not to exploit any Itron Software, Itron Certificates, or Services provided hereunder in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity, or by harvesting or misusing data provided by such Itron Software, Itron Certificates, or Services. Any attempt to do so is a violation of the rights of Itron and its licensors of the Itron Software or Services. If You breach any of the foregoing restrictions, You may be subject to prosecution and damages.

All licenses not expressly granted in this Agreement are reserved and no other licenses, immunity or rights, express or implied are granted by Itron, by implication, estoppel, or otherwise. This Agreement does not grant You any Itron Marks. If You make reference to any Itron products or technology or use Itron's trademarks, You agree to comply with the published guidelines at <https://www.Itron.com/legal/intellectual-property/guidelinesfor3rdparties.html>, as they may be modified by Itron from time to time.

17. Limitation on Number of Test Units and Authorize Developers. Itron reserves the right to limit the number of Authorized Test Units that You may provision as well as the

number of Authorized Developers (and Itron IDs) that You may register with the Itron Software for such provisioning. You agree to be solely responsible for determining which Authorized Developers in Your company or organization should have access to and use of Your Applications and such Authorized Test Units. You agree to clearly inform Your Authorized Developers that Your Applications that are deployed using Your Provisioning Profiles are to be used only by them (and not by any third parties) and are solely for use for internal testing and development purposes on Your behalf. You will be responsible for attaching or otherwise including, at Your discretion, any relevant usage terms for such Applications. Itron will not be responsible for any violations of Your usage terms. You will be solely responsible for all user assistance, warranty and support of Your Applications that are deployed by You under this Agreement.

18. Provisioning Profiles. You may use Provisioning Profiles to install Your Applications onto a reasonable, limited number of Authorized Test Units solely for use by You and/or Your Authorized Developers and only for internal testing and development of Your Applications, or for Your own personal, non-commercial use. Itron reserves the right to revoke, disable or suspend any Provisioning Profiles or any access to the device deployment and provisioning features of the Itron Software and Services at any time, in its sole discretion. By way of example, Itron may do this if Itron has reason to believe that Itron IDs were fraudulently obtained, that an unreasonable number of devices have been entered into the Itron Software, and/or that the Services are being used in a fraudulent, suspicious, or improper manner.

19. Compatibility Labs & Support. As an Itron Developer, you may have access to Itron's software and/or hardware compatibility testing and development labs ("Labs") and/or developer technical support incidents ("DTS Services") that Itron may make available to you from time to time as an Itron developer benefit or for a separate fee. You agree that all use of such Labs and DTS Services will be in accordance with Itron's usage policies for such services, which are subject to change from time to time, with or without prior notice to you. Without limiting the foregoing, Itron may post on the Portal and/or send an email to you with notices of such changes. It is your responsibility to review the Portal and/or check your email address registered with Itron for any such notices. You agree that Itron shall not be liable to you or any third party for any modification or cessation of such services. As part of the DTS Services, Itron may supply you with certain code snippets, sample code, software, and other materials ("Materials"). You agree that any Materials that Itron provides as part of the DTS Services are licensed to you and shall be used by you only in accordance with the terms and conditions accompanying the Materials. Itron retains ownership of all of its rights, title and interest in such Materials and no other rights or licenses are granted or to be implied under any Itron intellectual property. You have no right to copy, decompile, reverse engineer, sublicense or otherwise distribute such Materials, except as may be expressly provided in the terms and conditions accompanying the Materials. YOU AGREE THAT WHEN REQUESTING AND RECEIVING TECHNICAL SUPPORT FROM DTS SERVICES, YOU WILL NOT PROVIDE ITRON WITH ANY INFORMATION, INCLUDING THAT INCORPORATED IN YOUR SOFTWARE, THAT IS CONFIDENTIAL TO YOU OR ANY THIRD PARTY. YOU AGREE THAT ANY NOTICE, LEGEND, OR LABEL TO THE CONTRARY CONTAINED IN ANY SUCH MATERIALS PROVIDED BY YOU TO ITRON SHALL BE WITHOUT EFFECT. ITRON SHALL BE FREE TO USE ALL SUCH INFORMATION IT RECEIVES FROM YOU IN ANY MANNER IT DEEMS APPROPRIATE, SUBJECT TO ANY APPLICABLE PATENTS OR COPYRIGHTS. Itron reserves the right to reject a request for access to Labs or for DTS Services at any time and for any reason, in which event Itron may credit you for the rejected lab or support request. You shall be solely responsible for any restoration of lost or altered files, data, programs or other materials provided.

20. Restricted Access to Developer Account. Itron may provide access to services by or through the Program for You to use with Your developer account (e.g., device or app provisioning, managing teams or other account resources). You agree to access such services

only through the Program web portal (which is accessed through Itron's developer website) or through Itron-branded products that are designed to work in conjunction with the Program (e.g., Labs) and only as authorized by Itron. If You (or Your Authorized Developers) access Your developer account through these other Itron-branded products, You acknowledge and agree that this Agreement shall continue to apply to any use of Your developer account and to any features or functionality of the Program that are made available to You (or Your Authorized Developers) in this manner (e.g., Itron Certificates and Provisioning Profiles can be used only in the limited manner permitted herein, etc.). You agree not to create or attempt to create a substitute or similar service through use of or access to the services provided by or through the Program. If Itron provides power or performance metrics for Your Application, You agree that such metrics may be used solely for Your own internal use and may not be provided to any third party (except as set forth in Section 2.9). Further, You may only access such services using the Itron ID associated with Your developer account or authentication credentials (e.g., keys, tokens, password) associated with Your developer account, and You are fully responsible for safeguarding Your Itron ID and authentication credentials from compromise and for using them only as authorized by Itron and in accordance with the terms of this Agreement, including but not limited to Section 2.8 and 5. Except as otherwise expressly permitted herein, You agree not to share, sell, resell, rent, lease, lend, or otherwise provide access to Your developer account or any services provided therewith, in whole or in part, to anyone who is not an Authorized Developer on Your team, and You agree not to solicit or request Itron Developer Program members to provide You with their Itron IDs, authentication credentials, and/or related account information and materials (e.g., Itron Certificates used for distribution or submission to the DI App Platform). You understand that each team member must have their own Itron ID or authentication credentials to access Your account, and You shall be fully responsible for all activity performed through or in connection with Your account.

21 Authorized Test Units. As long as an Authorized Test Unit contains any pre-release versions of the Itron Software or uses pre-release versions of Services, You agree to restrict access to such Authorized Test Unit to Your Authorized Developers and to not disclose, show, rent, lease, lend, sell or otherwise transfer such Authorized Test Unit to any third party. You further agree to take reasonable precautions to safeguard, and to instruct Your Authorized Developers to safeguard, all Authorized Test Units from loss or theft. Further, subject to the terms of this Agreement, You may deploy Your Applications to Your Authorized Developers for use on a limited number of Authorized Test Units for Your own internal testing and development purposes.

22. Pre-Release Itron Software. You acknowledge that by installing any pre-release Itron Software or using any pre-release Services on Your Authorized Test Units, these Units may be "locked" into testing mode and may not be capable of being restored to their original condition. Any use of any pre-release Itron Software or pre-release Services are for evaluation and development purposes only, and You should not use any pre-release Itron Software or pre-release Services in a commercial operating environment or with important data. You should back up any data prior to using the pre-release Itron Software or pre-release Services. Itron shall not be responsible for any costs, expenses or other liabilities You may incur as a result of provisioning Your Authorized Test Units, Your Covered Product development or the installation or use of this Itron Software or any pre-release Itron Services, including but not limited to any damage to any equipment, or any damage, loss, or corruption of any software, information or data.

23. Confidential Nature of Pre-Release Itron Software and Services. From time to time during the Term, Itron may provide You with pre-release versions of the Itron Software or Services that constitute Itron Confidential Information and are subject to the confidentiality obligations of this Agreement, except as otherwise set forth herein. Such pre-release Itron

Software and Services should not be relied upon to perform in the same manner as a final-release, commercial-grade product, nor used with data that is not sufficiently and regularly backed up, and may include features, functionality or APIs for software or services that are not yet available. You acknowledge that Itron may not have publicly announced the availability of such pre-release Itron Software or Services, that Itron has not promised or guaranteed to You that such pre-release software or services will be announced or made available to anyone in the future, and that Itron has no express or implied obligation to You to announce or commercially introduce such software or services or any similar or compatible technology. You expressly acknowledge and agree that any research or development that You perform with respect to pre-release versions of the Itron Software or Services is done entirely at Your own risk.

24. Copyright Notices. You agree to retain and reproduce in full the Itron copyright, disclaimers and other proprietary notices (as they appear in the Itron Software and Documentation provided) in all copies of the Itron Software and Documentation that You are permitted to make under this Agreement.

25. Ownership. Itron retains all rights, title, and interest in and to the Itron Software, Services, and any Updates it may make available to You under this Agreement. You agree to cooperate with Itron to maintain Itron's ownership of the Itron Software and Services, and, to the extent that You become aware of any claims relating to the Itron Software or Services, You agree to use reasonable efforts to promptly provide notice of any such claims to Itron. The parties acknowledge that this Agreement does not give Itron any ownership interest in Your Covered Products.

26. Third-Party Service Providers. Unless otherwise prohibited by Itron in the Documentation or this Agreement, You are permitted to employ or retain a third party ("Service Provider") to assist You in using the Itron Software and Services provided pursuant to this Agreement, including, but not limited to, engaging any such Service Provider to maintain and administer Your Applications' servers on Your behalf, provided that any such Service Provider's use of the Itron Software and Services or any materials associated therewith is done solely on Your behalf and only in accordance with these terms. Notwithstanding the foregoing, You may not use a Service Provider to submit an Application to the DI App Platform on Your behalf. You agree to have a binding written agreement with Your Service Provider with terms at least as restrictive and protective of Itron as those set forth herein. Any actions undertaken by any such Service Provider in relation to Your Applications or use of the Itron Software or Itron Services and/or arising out of this Agreement shall be deemed to have been taken by You, and You (in addition to the Service Provider) shall be responsible to Itron for all such actions (or any inactions). In the event of any actions or inactions by the Service Provider that would constitute a violation of this Agreement or otherwise cause any harm, Itron reserves the right to require You to cease using such Service Provider.

27. Updates; No Support or Maintenance. Itron may extend, enhance, or otherwise modify the Itron Software or Services (or any part thereof) provided hereunder at any time without notice, but Itron shall not be obligated to provide You with any Updates to the Itron Software or Services. If Updates are made available by Itron, the terms of this Agreement will govern such Updates, unless the Update is accompanied by a separate license in which case the terms of that license will govern. You understand that such modifications may require You to change or update Your Covered Products. Further, You acknowledge and agree that such modifications may affect Your ability to use, access, or interact with the Itron Software and Services. Itron is not obligated to provide any maintenance, technical or other support for the Itron Software or Services. You acknowledge that Itron has no express or implied obligation to announce or make available any Updates to the Itron Software or to any Services to anyone in the future. Should an Update be made available, it may have APIs, features,

services or functionality that are different from those found in the Itron Software licensed hereunder or the Services provided hereunder.

28. Compliance with Applicable Law.

As a condition to using Itron Content, You will use the Itron Software and any services only for the purposes and in the manner expressly permitted by this Agreement and in accordance with all applicable laws and regulations;

29. Non-Infringement. To the best of Your knowledge and belief, Your Covered Products do not and will not violate, misappropriate, or infringe any Itron or third party copyrights, trademarks, rights of privacy and publicity, trade secrets, patents, or other proprietary or legal rights (e.g., musical composition or performance rights, video rights, photography or image rights, logo rights, third party data rights, etc. for content and materials that may be included in Your Application).

30. No Malicious Activities. You will not, through use of the Itron Software, Itron Certificates, Itron Services or otherwise, create any Covered Product or other code or program that would: (1) disable, hack or otherwise interfere with the Security Solution, or any security, digital signing, digital rights management, verification or authentication mechanisms implemented in or by Itron products and services, the Itron Content, or other Itron software or technology, or enable others to do so; or (2) violate the security, integrity, or availability of any user, network, computer or communications system. You will not, directly or indirectly, commit any act intended to interfere with any of the Itron Content, the intent of this Agreement, or Itron's business practices including, but not limited to, taking actions that may hinder the performance or intended use of the DI App Platform or the Program (e.g., submitting fraudulent reviews of Your own Covered Products or any third party application, choosing a name for Your Covered that is substantially similar to the name of a third party application in order to create consumer confusion, or squatting on application names to prevent legitimate third party use). Further, You will not engage, or encourage others to engage, in any unlawful, unfair, misleading, fraudulent, improper, or dishonest acts or business practices relating to Your Covered Products (e.g., engaging in bait-and-switch pricing, consumer misrepresentation, deceptive business practices, or unfair competition against other developers).

31. APIs and Functionality.

31.1 API Compliance. Applications may only use Documented APIs in the manner prescribed by Itron and must not use or call any private APIs. Further, DI Applications submitted to Itron for distribution via the DI App Platform may use only Documented Distributed Intelligence APIs included in the default SDK installation.

31.2 Executable & Interpreted Code Restrictions. Unless expressly agreed upon under a Commercial Distribution Agreement, Covered Products may not download or install executable code. Interpreted code may be downloaded to an Application but only so long as such code: (a) does not change the primary purpose of the Covered Product by providing features or functionality that are inconsistent with the intended and advertised purpose of the Covered Product, (b) does not create a store or storefront for other code or applications, (c) does not bypass signing, sandbox, or other security features of an operating system, software application, or firmware, or (d) otherwise violates or is inconsistent with this Agreement.

31.3 Additional Features Restrictions. Without Itron's prior written approval, Covered Products may not provide, unlock or enable additional features or functionality through distribution mechanisms other than the DI App Platform or as expressly agreed upon under a Commercial Distribution Agreement.

31.4 DI App Container. A DI Application may only read data from or write data to a DI Application's designated container area on the Itron-authorized device (or device type), except as otherwise specified by Itron or as expressly agreed upon under a Commercial Distribution Agreement. For DI Applications for distribution on the DI App Platform: (a) all files necessary for the DI Application to execute must be in the DI Application bundle submitted to Itron for Certification and must be installed by the DI App Platform; (b) all localizations must be in the same Application bundle and may not include a suite or collection of independent applications within a single DI Application bundle; (c) native user interface elements or behaviors may not be altered, modified or otherwise changed; (d) You may not use any digital rights management or other copy or access control mechanisms in such DI Applications without Itron's written permission or as specified in the Documentation or expressly under an agreed upon Commercial Distribution Agreement; and (e) except as otherwise expressly stated in an agreed upon Commercial Distribution Agreement such DI Applications may not function as a distribution mechanism for software and may not include features or functionality that create or enable a software store, distribution channel or other mechanism for software delivery within such DI Applications.

32. User Interface. Covered Products must comply with the human interface guidelines (and other Documentation provided by Itron. or as expressly agreed upon in a Commercial Distribution Agreement. You agree to follow the human interface guidelines to develop an appropriate user interface and functionality for Your Application that is compatible with the design of Itron- branded products and services.

33. Data Collection, Local Laws and Privacy.

33.1 Recordings. If Your Covered Product captures or makes any video, microphone, screen recordings, or camera recordings, whether saved on the device or sent to a server (e.g., an image, photo, voice or speech capture, or other recording) (collectively "Recordings"), a reasonably conspicuous audio, visual or other indicator must be displayed to the user as part of the Application to indicate that a Recording is taking place.

33.2 Compliance with Privacy Laws. In addition, any form of data, content or information collection, processing, maintenance, uploading, syncing, storage, transmission, sharing, disclosure or use performed by, through or in connection with Your Covered Product must comply with all applicable privacy laws and regulations as well as any related Program Requirements, including but not limited to any notice or consent requirements.

33.3 User Device Data. You and Your Covered Products may not collect user or device data without prior user consent, whether such data is obtained directly from the user or through the use of the Itron Content or Itron Platforms & Systems, and then only to provide a service or function that is directly relevant to the use of the Covered Products. You may not broaden or otherwise change the scope of usage for previously collected user or device data without obtaining prior user consent for such expanded or otherwise changed data collection. Further, neither You nor Your Covered Products will use any permanent, device-based identifier, or any data derived therefrom, for purposes of uniquely identifying a device unless otherwise expressly stated in an agreed upon Commercial Distribution Agreement.

33.4 Data Collection Disclosure. You must provide clear and complete information to users regarding Your collection, use and disclosure of user or device data by Your Covered Products (for example., a description of Your use of user device data in the DI App description on the DI App Platform, on Your website, or and terms of sale or licensing of other Covered Products. Furthermore, You must take appropriate steps to protect such data from unauthorized use, disclosure or access by third parties. If a user ceases to consent or affirmatively revokes consent for Your collection, use or disclosure of such user's device or user data, You must promptly cease all such use. You agree to notify Your users, in accordance with applicable law, in the event of a data breach in which user data collected from Your

Applications or Customized Hardware is compromised (e.g., You will send an email notifying Your users if there has been an unintentional disclosure or misuse of their user data).

33.5 Compliance with Local Laws. Your Covered Products must comply with all applicable criminal, civil and statutory laws and regulations, including those in any jurisdictions in which Your Applications may be offered or made available.

In addition:

(a) You and Your Covered Products must comply with all applicable privacy and data collection laws and regulations with respect to any collection, use or disclosure of user or device data (e.g., a user's IP address, the name of the user's device, and any installed apps associated with a user);

(b) Your Covered Products may not be designed or marketed for the purpose of harassing, abusing, spamming, stalking, threatening or otherwise violating the legal rights (such as the rights of privacy and publicity) of others;

(c) Neither You nor Your Covered Products may perform any functions or link to any content, services, information or data or use any robot, spider, site search or other retrieval application or device to scrape, mine, retrieve, cache, analyze or index software, data or services provided by Itron or its licensors, or obtain (or try to obtain) any such data, except the data that Itron expressly provides or makes available to You in connection with such services; and

(d) You agree that You will not collect, disseminate or use any such data for any unauthorized purpose.

34. Location Information.

34.1 Notification and Consent. Applications and Customized Hardware that offer location-based services or functionality, or that otherwise obtain a user's location through the use of the Itron Software or Itron Services, must notify and obtain consent from a user before a user's location data is collected, transmitted or otherwise used by the Application or Customized Hardware and then such data must be used only as consented to by the user and as permitted herein.

34.2 Itron Geo-Location Data. If You choose to provide Your own location-based service, data and/or information in conjunction with the Itron geo-location data or maps provided through the Itron Platforms & Systems, You are solely responsible for ensuring that Your service, data and/or information correctly aligns with any Itron geo-location data or maps used.

35. Alerts. Covered Products must not disable, override or otherwise interfere with any Itron- device, software, or Itron Platforms & Systems alerts and the like.

36. Malware. Applications must not contain any malware, malicious or harmful code, program, or other internal component (e.g., computer viruses, trojan horses, "backdoors") which could damage, destroy, or adversely affect the Itron Software, services, Itron-branded products, or other software, firmware, hardware, data, systems, services, or networks.

37. Open Source.

37.1 FOSS. If Your Application includes any FOSS, You agree to comply with all applicable FOSS licensing terms. You also agree not to use any FOSS in the development of Your Application in such a way that would cause the non-FOSS portions of the Itron Software to be subject to any FOSS licensing terms or obligations.

37.2 No Viral Open Source. Your Application shall not contain any Viral Open Source Software or require any Viral Open Source Software. You represent and Your Applications

will not subject Itron or Itron customers to any obligations under any Viral Open Source Software license.

38. Itron Network Extensions.

38.1 Requirements & Restrictions. Your Application must not access any Itron Network Extension unless Your Covered Products is primarily designed for providing networking capabilities, and You have received such right from Itron for such access under a Commercial Distribution Agreement. You agree to the following if You receive such right:

- (a) You agree to clearly disclose to end-users how You and Your Application or Customized Hardware will be using their network information and, if applicable, filtering their network data, and You agree to use such data and information only as expressly consented to by the end-user and as expressly permitted herein;
- (b) You agree to store and transmit network information or data from an end-user in a secure and appropriate manner;
- (c) You agree not to divert an end-user's network data or information through any undisclosed, improper, or misleading processes, e.g., to filter it through a website to obtain advertising revenue or spoof a website;
- (d) You agree not to use any network data or information from end-users to bypass or override any end-user settings, e.g., You may not track an end-user's WiFi network usage to determine their location if they have disabled location services for Your Application; and
- (e) Notwithstanding anything to the contrary in this Agreement, You and Your Applications and Customized Hardware may not use Itron Network Extensions, or any data or information obtained through Itron Network Extensions, for any purpose other than providing networking capabilities in connection with Your Application as agreed upon under a Commercial Distribution Agreement.

38.2 Itron Reservation. Itron reserves the right to not provide You with any rights to use Itron Network Extensions in its sole discretion and to revoke such right at any time. In addition, if You would like to use WiFi Information APIs (which provide the WiFi network to which a device is connected), then You must request an entitlement from Itron for such use, and, notwithstanding anything to the contrary in this Agreement, You may use such APIs only for providing a service or function that is directly relevant to the Application and expressly authorized under a Commercial Distribution Agreement.

39. Regulatory Approvals & Certifications. You will fulfill any applicable regulatory requirements, including full compliance with all applicable laws, regulations, industry certifications, and policies related to the manufacturing, marketing, sale and distribution of Covered Products in the territory defined in the Commercial Distribution Agreement where You or Itron are authorized under the Commercial Distribution Agreement to use or make Your Covered Products available. You also represent and warrant that You will market Your Covered Products only for its cleared or approved intended use/indication for use, and only in strict compliance with applicable law, regulatory requirements, and industry certification requirements. Upon Itron's request, You agree to promptly provide any such clearance and approval documentation to support the sale and marketing of Covered Products. If requested, any government or industry body that has a need to review or test Your Covered Products as part of its review process, You may provide Your Covered Products to such entity for review purposes. You agree to promptly notify Itron in of any complaints or threats of complaints regarding Your Covered in relation to any such regulatory or industry certification requirements, in which case Itron may remove Your Covered Products from distribution.

40 Cellular Network. If a Covered Product requires or will have access to the cellular network, then the Covered Product must comply with Itron's best practices and other guidelines on how Covered Products should access and use the cellular network; and must not in Itron's reasonable judgment excessively use or unduly burden network capacity or bandwidth in so far as use of Covered Products may adversely impact a customer's use of its Itron network, products, and services.

You agree to inform end-users, prior to purchase, to check the terms of agreement with their cellular operator, for example, by providing such notice in the marketing text that You provide accompanying Your Covered Products. In addition, if Your Covered Product allows end-users to send SMS messages or make cellular voice calls, then You must inform the end-user, prior to use of such functionality, that standard text messaging rates or other carrier charges may apply to such use.

41. Extensions. Covered Products must not automate installation of extensions or otherwise cause extensions to be installed without the user's knowledge, and You must accurately specify to the user the purpose and functionality of the extension.

42. Configuration Profiles. Configuration Profiles cannot be delivered to end users other than for the purposes of configuration of WiFi, APN, or VPN settings, or as otherwise expressly permitted by Itron in the then-current configuration profile reference documentation and under the Commercial Distribution Agreement. You must make a clear declaration of what user data will be collected and how it will be used on an app or other notification mechanism prior to any user action to use a Configuration Profile. You may not share or sell user data obtained through a Configuration Profile to advertising platforms, data brokers, or information resellers. In addition, You may not override any consent panel for a Configuration Profile or any other mechanisms of a Configuration Profile.

43. Itron Certificates.

43.1 Certificate Requirements. All Applications must be signed with an Itron Certificate in order to be installed on Authorized Test Units, Authorized Test Units, or distributes under a Commercial Distribution Agreement. You may also be able obtain other Itron Certificates and keys for other purposes, but only as set forth under a Commercial Distribution Agreement.

43.2 Representations by You. You represent and warrant to Itron that:

(a) You will not take any action to interfere with the normal operation of any Itron Certificates, keys, or Provisioning Profiles;

(b) You are solely responsible for preventing any unauthorized person or organization from having access to Your Itron Certificates and keys, and You will use Your best efforts to safeguard Your Itron Certificates and keys from compromise (e.g., You will not upload Your Itron Certificate for DI App Platform distribution to a cloud repository for use by a third-party);

(c) You agree to immediately notify Itron in writing if You have any reason to believe there has been a compromise of any of Your Itron Certificates or keys;

(d) You will not provide or transfer Itron Certificates or keys provided under this Program to any third party (except for a Service Provider who is using them on Your behalf in compliance with this Agreement and only to the limited extent expressly permitted by Itron in the Documentation or this Agreement (e.g., You are prohibited from providing or transferring Your Itron Certificates that are used for distribution or submission to the DI App Platform to a Service Provider), and You will not use Your Itron Certificates to sign any third party's application, pass, extension, notification, implementation, or site;

(e) You will use any Itron Certificates or keys provided under this Agreement solely as permitted by Itron and in accordance with the Documentation; and

(f) If provided by Itron, You will use Itron Certificates provided under this Program exclusively for the purpose of signing Your Extensions, signing Your Site's registration bundle, accessing the APN service, and/or signing Your Applications for testing, submission to Itron and/or for limited distribution for use on Authorized Test Units or Authorized Test Units as contemplated under this Program, or as otherwise permitted by Itron, and only in accordance with this Agreement. As a limited exception to the foregoing, You may provide versions of Your Applications to Your Service Providers to sign with their Itron-issued development certificates, but solely for purposes of having them perform testing on Your behalf of Your Applications on Itron-branded products and provided that all such testing is conducted internally by Your Service Providers (e.g., no outside distribution of Your Applications) and that Your Applications are deleted within a reasonable period of time after such testing is performed. Further, You agree that Your Service Provider may use the data obtained from performing such testing services only for purposes of providing You with information about the performance of Your Applications (e.g., Your Service Provider is prohibited from aggregating Your Applications' test results with other developers' test results).

You further represent and warrant to Itron that the licensing terms governing Your Application, or governing any third party code or FOSS included in Your Covered Products, will be consistent with and not conflict with the digital signing or content protection aspects of the Program or any of the terms, conditions or requirements of the Program, this Agreement, or the Commercial Distribution Agreement. In particular, such licensing terms will not purport to require Itron (or its agents) to disclose or make available any of the keys, authorization codes, methods, procedures, data or other information related to security solutions, digital signing or digital rights management mechanisms or security utilized as part of any Itron products and services, including but not limited to the DI App Platform. If You discover any such inconsistency or conflict, You agree to immediately notify Itron of it and will cooperate with Itron to resolve such matter. You acknowledge and agree that Itron may immediately cease distribution of any affected Covered Products under a Commercial Distribution Agreement and may refuse to accept any subsequent Developer Program application or submissions from You until such matter is resolved to Itron's reasonable satisfaction.

43.3 Relying Party Certificates. The Itron products and services may also contain functionality that permits digital certificates, either Itron Certificates or other third-party certificates, to be accepted by the Itron products and services. It is Your responsibility to verify the validity of any certifications or receipts You may receive from Itron prior to relying on them (e.g., You should verify that the receipt came from Itron prior to any delivery of content to an end-user through an API). You are solely responsible for Your decision to rely on any such certificates and receipts, and Itron will not be liable for Your failure to verify that any such certificates or receipts came from Itron (or third parties) or for Your reliance on Itron Certificates or other digital certificates.

43.4 Certificate Revocation. Itron also reserves the right to revoke any Itron Certificates at any time, in its sole discretion. By way of example only, Itron may choose to do this if: (a) any of Your Itron Certificates or corresponding private keys have been compromised or Itron has reason to believe that either have been compromised; (b) Itron has reason to believe or has reasonable suspicions that Your Covered Products contain malware or malicious, suspicious or harmful code or components (e.g., a software virus); (c) Itron has reason to believe that Your Covered Products adversely affect the security of Itron-branded products, or any other software, firmware, hardware, data, systems, or networks accessed or used by such products; (d) Itron's certificate issuance process is compromised or Itron has reason to

believe that such process has been compromised; (e) You breach any term or condition of this Agreement; (f) Itron ceases to issue the Itron Certificates for the Covered Product under the Program; (g) Your Covered Product misuses or overburdens any Services provided hereunder; or (h) Itron has reason to believe that such action is prudent or necessary. Further, You understand and agree that Itron may notify end-users of Covered Products that are signed with Itron Certificates when Itron believes such action is necessary to protect the privacy, safety or security of end-users, or is otherwise prudent or necessary as determined in Itron's reasonable judgment.

PART D – CERTIFICATION/REVIEW & TESTING, SELECTION, AND DISTRIBUTION OF YOUR PRODUCTS

44. Developer DI Apps.

44.1 DI Application Certification. All DI Apps must be submitted to Itron for Certification. Itron will only consider Certified DI Apps for a Commercial Distribution Agreement with You. For avoidance of doubt, Certification of a DI App is not a commitment by Itron to enter into Commercial Distribution Agreement with You.

44.2 Certification Fees. You agree to pay Itron a Certification Fee for initial Certification and for all subsequent Certification submissions, except that You will not be charged a Certification Fee for the first Certification of a DI App Developer Update.

44.3 Initial Submission. You may submit Your DI App for Certification and consideration by Itron for distribution via Itron's DI Platform under a Commercial Agreement at any time after You decide that Your DI App has been adequately tested and by You.

44.4 Representations & Warranties by You. By submitting Your DI App to Itron under this Section 45, You represent and warrant that Your DI App complies with the Documentation and Program Requirements then in effect as well as with any additional guidelines that Itron may post on the Portal or otherwise provides to You. You further agree that You will not attempt to hide, misrepresent or obscure any features, content, services or functionality in Your submitted DI App from Itron's review or otherwise hinder Itron from being able to fully review Your DI App. In addition, You agree to identify the Itron Product physical devices, software, and systems with which Your Application is designed to communicate – and inform Itron in writing in Your submission if Your Application is designed connect to a physical device, software, and systems other than an Itron Product, and, if so, the means of such connection. You agree to cooperate with Itron in the submission process and to answer questions and provide information and materials reasonably requested by Itron regarding Your submitted DI App, including but not limited to cybersecurity information.

44.5 Distribution of DI Apps. Certified DI Apps under an agreed-upon Commercial Distribution Agreement can be potentially be distributed in several ways through the Itron DI Platform: (1) for purchase or licensing by Customers, (2) on a limited basis for pilot by Customers, (3) on a limited basis for lab tests by Customers, (4) on a limited basis for preview by Customers, and (5) if available, on a limited basis for beta testing.

44.6 Resubmission.

44.6.1 DI App Developer Updates. You must submit all DI App Developer Updates to Itron for Certification.

45.6.2 DI App Changes. You must submit all Changed DI Apps to Itron for Certification. Itron has no obligation to include Changed DI Apps under a Commercial Distribution Agreement covering the original Certified DI App.

44.7 Replacement DI Apps. All Replacement DI Apps shall be treated as an initial submission and request for Certification. Itron has no obligation to include Replacement DI Apps under an existing Commercial Distribution Agreement between You and Itron.

44.8 Recertification Required by Itron. Applications that are selected for distribution via the DI App Platform must be compatible with the currently shipping version of Itron's applicable operating system (OS) software at the time of submission to Itron, and such Applications must stay current and maintain compatibility with each new release of the applicable OS version so long as such Applications are distributed through the DI App Platform. You understand and agree that Itron may remove Applications from the DI App Platform when they are not compatible with the then-current shipping release of the OS at any time in its sole discretion.

44.9 Delivery of DI Apps under Commercial Distribution Agreement. In the event that Itron enters into a Commercial Distribution Agreement with You for the sale and distribution of Your DI Apps, You shall deliver to Itron, at Your sole expense, using DI App Platform tools or other mechanism provided by Itron. You may also be required to provide pricing for Your DI App (if Your DI App is not Itron-branded), copyright or other intellectual property rights notices, third-party and open source notices, Your privacy policy, Your end user license agreement, and metadata concerning You DI App among other things.

44.10 Revenue Share on Distribution of DI Apps. If Itron selects Your DI Apps for a Commercial Distribution Agreement, Itron shall be entitled to the revenue shares on the sale and distribution of Your DI Apps and DI App- Software Application Bundles, whether for full commercial deployment, pilot, lab test, or beta test by Customers. If Your DI Apps are bundled with other Applications Developed by You covered by the Commercial Distribution Agreement, the following revenue shares shall be applied to sale and distribution of the entire bundle. For purposes of determining Itron's revenue share under this Section, revenue on the sale and distribution of DI Apps and bundles shall be net of any and all taxes collected. This Section 44.10 applies whether Your DI Apps or DI App-Software Application Bundles bear Itron's brand or Yours or are co-branded. Furthermore, this Section 44.10 applies to both the initial term and to all renewals of sales agreements with Customers for Your DI Apps and DI App-Software Application Bundles. Revenue share is dependent upon Your agreement to Itron's standard terms and conditions of its Commercial Distribution Agreement and may also be dependent upon minimum DI App pricing or minimum DI App deployment.

(a) Itron as Sales Lead. Where Itron is designated under the Commercial Distribution Agreement as the primary sales lead of Your DI App or DI App-Cloud Software Application Bundle, the revenue share on all fees payable by Customer shall be as follows:

Itron: 50%
You: 50%

(b) Developer as Sales Lead. Where You are designated under the Commercial Distribution Agreement as the primary sales lead of Your DI App or DI App-Cloud Software Application Bundle, the revenue share on all fees payable by Customer shall be as follows:

Itron: 30%
You: 70%

44.11 Developer-Branded DI Apps: Agent-Principal Relationship. Where Your DI App or DI App-Cloud Software Application Bundle bear Your brand (not Itron's) – whether distributed by Your or by Itron – You acknowledge and agree that the relationship between You and Itron under a Commercial Distribution Agreement shall be, that of principal and

agent, or principal and commissionaire, and that You, as principal, shall be, solely responsible for any and all claims and liabilities involving or relating to, Your DI App or DI App-Cloud Software Application Bundle.

45. Other Developer Applications.

45.1 Commercial Distribution Agreement Requirement. You acknowledge and agree that You will not sell, license, distribute or otherwise make available any Software Application developed by You utilizing SDKs licensed to You under this Agreement except under a Commercial Distribution Agreement – and then only under the terms and conditions of that Commercial Distribution Agreement.

45.2 Compatibility & Interworking Specifications. Compatibility and interworking specifications for Your Software Application shall be set forth under a Commercial Distribution Agreement, if selected by Itron. Testing and acceptance of Your Software Application will be in accordance with terms and conditions set forth the Commercial Distribution Agreement.

45.3 Proof of Concept; Review & Testing. Itron may require You to demonstrate proof of concept of Your Software Application or other Software Application Review & Testing as a pre-condition to entering into a Commercial Distribution Agreement, if selected by Itron.

45.4 Representations & Warranties by You. By submitting Your Software Application to Itron under this Section 45 for review, proof of concept, or testing, You represent and warrant that Your Software Application shall comply with Software Application Review & Testing Requirements. You further agree that You will not attempt to hide, misrepresent or obscure any features, content, services or functionality in Your submitted Software Application from Itron's review or testing, or otherwise hinder Itron from being able to fully review and test Your Software Application. In addition, You agree to identify the Itron Product physical devices, software, and systems with which Your Software Application is designed to communicate – and inform Itron in writing if Your Application is designed connect to a physical device or software other than an Itron Product, and, if so, the means of such connection. You agree to cooperate with Itron in the submission, review, and testing process and to answer questions and provide information and materials reasonably requested by Itron regarding Your Software Application, including but not limited to cybersecurity information.

45.5 Distribution of Software Applications. Manner of distribution of Your Software Applications, if accepted, will be set forth in a Commercial Distribution Agreement.

46. Customized Hardware.

46.1 Commercial Distribution Agreement Requirement. You acknowledge and agree that You will not sell, license, loan, distribute or otherwise make available any Customized Hardware developed by You utilizing Development Kits licensed to You under this Agreement except under a Commercial Distribution Agreement – and then only under the terms and conditions of that Commercial Distribution Agreement.

46.2 Compatibility & Interworking Specifications. Compatibility and interworking specifications for Your Customized Hardware shall be set forth under a Commercial Distribution Agreement, if selected by Itron. Testing and acceptance of Your Customized Hardware will be in accordance with terms and conditions set forth the Commercial Distribution Agreement.

46.3 Proof of Concept; Review & Testing. Itron may require You to demonstrate proof of concept of Your Customized Hardware or other Customized Hardware Review & Testing as a pre-condition to entering into a Commercial Distribution Agreement, if selected by Itron.

46.4 Representations & Warranties by You. By submitting Your Customized Hardware to Itron under this Section 47 for review, proof of concept, or testing, You represent and

warrant that Your Customized Hardware shall comply with Customized Hardware Review & Testing Requirements. You further agree that You will not attempt to hide, misrepresent or obscure any features, content, services or functionality in Your submitted Customized Hardware from Itron's review or testing, or otherwise hinder Itron from being able to fully review and test Your Customized Hardware. In addition, You agree to identify the Itron Product physical devices and software and systems with which Your Customized Hardware is designed to communicate – and inform Itron in writing if Your Application is designed connect to a physical device or software or systems other than an Itron Product, and, if so, the means of such connection. You agree to cooperate with Itron in the submission, review, and testing process and to answer questions and provide information and materials reasonably requested by Itron regarding Your Customized Hardware, including but not limited to cybersecurity information.

46.5 Distribution of Customized Hardware. Manner of distribution of Your Customized Hardware, if accepted, will be set forth in a Commercial Distribution Agreement.

47. Development & Distribution of Libraries. You can develop Libraries using the Itron Content, provided that all such Libraries are developed and distributed solely for use with an Itron product or service and that You limit use of such Libraries only to use with such Itron products and services. If Itron determines that Your Library is not designed for use with Itron products or services, then Itron may require You to cease distribution of Your Library at any time, and You agree to promptly cease all distribution of such Library upon notice from Itron and cooperate with Itron to remove any remaining copies of such Library.

48. Non-Selection by Itron.

48.1 No Itron Obligation to Select Your Covered Product for Distribution. You understand and agree that if You submit Your Covered Product to Itron for Certification or otherwise for review and testing for distribution under a Commercial Distribution Agreement, Itron may, in its sole discretion: (a) determine that Your Covered Products does not meet all or any part of the Certification or review and testing requirements then in effect; or (b) reject Your Covered Product for distribution for any reason, even if Your Covered Product meets the Certification or review and requirements then in effect.

48.2 Disclaimer. ITRON SHALL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES, DAMAGES, LOSSES (INCLUDING WITHOUT LIMITATION LOST BUSINESS OPPORTUNITIES OR LOST PROFITS) OR OTHER LIABILITIES YOU MAY INCUR AS A RESULT OF YOUR COVERED PRODUCTS NOT BEING SELECTED BY ITRON FOR DISTRIBUTION. ITRON HAS NO OBLIGATION WHATSOEVER TO ENTER INTO A COMMERCIAL DISTRIBUTION AGREEMENT WITH YOU FOR THE DISTRIBUTION OF YOUR COVERED PRODUCTS OR ANY OTHER PRODUCT OR SERVICE.

49. Disclaimer of Itron Liability for Use of Your Applications and Customized Hardware. YOU WILL BE SOLELY RESPONSIBLE FOR DEVELOPING PRODUCTS AND SERVICED USING ITRON CONTENT THAT ARE SAFE, FREE OF DEFECTS IN DESIGN AND OPERATION, AND COMPLY WITH APPLICABLE LAWS AND REGULATIONS. YOU WILL ALSO BE SOLELY RESPONSIBLE FOR ANY DOCUMENTATION AND END-USER CUSTOMER SUPPORT AND WARRANTY FOR SUCH APPLICATIONS. THE FACT THAT ITRON MAY HAVE REVIEWED, TESTED, APPROVED OR SELECTED YOUR COVERED PRODUCTS FOR DISTRIBUTION WILL NOT RELIEVE YOU OF ANY OF THESE RESPONSIBILITIES.

PART E – COLLECTION & USE OF DATA BY ITRON

50. Application Analytics.

50.1 Your Use of DI Platform Analytics Data. To the extent that Itron operates an analytics service for Your use – in connection with the DI Platform or Itron systems supporting the DI Platform, You agree to use any data collected by the analytics service solely for purposes of improving Your DI Applications. Further, You agree not to provide such information to any third parties, except for a service provider under contract with You who is assisting You in processing and analyzing such data on Your behalf and who is not permitted to use it for any other purpose or disclose it to any other party. For clarity, You must not aggregate (or permit any third-party to aggregate) analytics information provided to You by Itron for Your Applications as part of this App Analytics service with other developers' analytics information or contribute such information to a repository for cross-developer analytics. You must not use the App Analytics service or any analytics data to attempt to identify or derive information about any particular end-user or device.

50.2 Itron Right to Use DI Platform Analytics Data. Itron reserves the right to use all data collected by its DI Platform analytics for any purpose, whether Itron provides an DI Platform analytics service for Your use or solely for Itron's use; such data is not considered Your Confidential Information. Notwithstanding the immediately preceding sentence, Itron will not disclose publicly analytics data that specifically identifies You or Your DI Applications.

51. Data Collection by Itron Platforms & Systems. In order to provide, test and help Itron, its partners, and third party developers improve their products and services, You acknowledge that Itron and its subsidiaries and agents will be collecting, using, storing, transmitting, processing and analyzing (collectively, "Collecting") diagnostic, technical, and usage logs and information from Your DI Apps, Software Applications, and Customized Hardware that is processed by Itron Platforms & Systems or Collected during Certification. Such information will be Collected in a form that does not personally identify You or Your Authorized Developers. The information that may be Collected includes, but is not limited to, general diagnostic and usage data, various unique device identifiers, various unique system or hardware identifiers, performance statistics, and data about how You use system and application software, and peripherals, and, if location services are enabled, certain location information. You agree that Itron may share such diagnostic, technical, and usage logs and information with partners and third-party developers for purposes of allowing them to improve their products and services that operate on or in connection with Itron-branded products.

52. Set Up & Provisioning Data. In order to set up and use the Application and Customized Hardware provisioning, account authentication, and deployment features of the Itron Software and Services, certain unique identifiers and account information may be needed. Such identifiers may be logged in association with Your interaction with the Itron Services or Itron Platforms & Systems, and Your use of these features and the Itron Software and Itron Services, and Itron Platforms & Systems. You agree that Itron has the right to use all information accessed or used by such features for any purpose and that such information is not considered Your Confidential Information. Notwithstanding the immediately preceding sentence, Itron will not disclose such information that specifically identifies You or Your Covered Products.

53. Itron Services. In order to test, provide and improve Itron's products and services, and only if You choose to use Itron Services provided under this Agreement (and except as otherwise expressly provided in this Agreement), You acknowledge that Itron and its subsidiaries and agents may be collecting diagnostic, technical, usage and related information from the Itron Services. Some of this information will be Collected in a form that does not personally identify You. However, in some cases, Itron may need to collect information that would personally identify You, but only if Itron has a good faith belief that such collection is reasonably necessary to: (a) provide the Itron Services; (b) comply with legal process or request; (c) verify compliance with the terms of this Agreement; (d) prevent fraud, including investigating any potential technical issues or violations; or (e) protect the rights, property,

security or safety of Itron, its developers, customers or the public as required or permitted by law. By installing or using such Itron Services, You acknowledge and agree that Itron and its subsidiaries and agents have Your permission to collect any and all such information and use it as set forth in this Section. Further, You agree that Itron may share the diagnostic, technical, and usage logs and information (excluding personally identifiable information) with partners and third-party developers for purposes of allowing them to improve their products and services that operate on or in connection with Itron-branded products.

PART F – GENERAL TERMS & CONDITIONS

54. Confidentiality. Notwithstanding the foregoing, Itron Confidential Information will not include: (a) information that is generally and legitimately available to the public through no fault or breach of yours; (b) information that is generally made available to the public by Itron; (c) information that is independently developed by you without the use of any Itron Confidential Information; (d) information that was rightfully obtained from a third party who had the right to transfer or disclose it to you without limitation; or (e) any third party software and/or documentation provided to you by Itron and accompanied by licensing terms that do not impose confidentiality obligations on the use or disclosure of such software and/or documentation.

55. Nondisclosure and Nonuse of Itron Confidential Information. Unless otherwise expressly agreed or permitted in writing by Itron, you agree not to disclose, publish, or disseminate any Itron Confidential Information to anyone other than to other Itron Developers who are employees and contractors working for the same entity as you and then only to the extent that Itron does not otherwise prohibit such disclosure. Except for your authorized purposes as an Itron Developer or as otherwise expressly agreed or permitted by Itron in writing, you agree not to use Itron Confidential Information in any way, including, without limitation, for your own or any third party's benefit without the prior written approval of an authorized representative of Itron in each instance. You further agree to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Itron Confidential Information. You acknowledge that unauthorized disclosure or use of Itron Confidential Information could cause irreparable harm and significant injury to Itron that may be difficult to ascertain. Accordingly, you agree that Itron will have the right to seek immediate injunctive relief to enforce your obligations under this Agreement in addition to any other rights and remedies it may have. If you are required by law, regulation or pursuant to the valid binding order of a court of competent jurisdiction to disclose Itron Confidential Information, you may make such disclosure, but only if you have notified Itron before making such disclosure and have used commercially reasonable efforts to limit the disclosure and to seek confidential, protective treatment of such information. A disclosure pursuant to the previous sentence will not relieve you of your obligation to hold such information as Itron Confidential Information.

56. Confidential Pre-Release Materials License and Restrictions. If Itron provides you with Pre-Release Materials, then subject to your compliance with the terms and conditions of this Agreement, Itron hereby grants you a nonexclusive, nontransferable, right and license to use the Pre-Release Materials only for the limited purposes set forth in this Section; provided however that if such Pre-Release Materials are subject to a separate license agreement, you agree that the license agreement accompanying such materials in addition this Agreement shall govern your use of the Pre-Release Materials. You further agree that in the event of any inconsistency between this Agreement and the confidentiality restrictions in such Pre-Release Materials license agreement, the license agreement shall govern. You agree not to use the Pre-Release Materials for any purpose other than testing and/or development by you of a product designed to operate in combination with the same operating system for which the Pre-Release Materials are designed. This Agreement does not grant you any right

or license to incorporate or make use of any Itron intellectual property (including for example and without limitation, trade secrets, patents, copyrights, trademarks and industrial designs) in any product. Except as expressly set forth herein, no other rights or licenses are granted or to be implied under any Itron intellectual property. You agree not to decompile, reverse engineer, disassemble, or otherwise reduce the Pre-Release Materials to a human-perceivable form, and you will not modify, network, rent, lease, transmit, sell, or loan the Pre-Release Materials in whole or in part.

57. Amendment; Communication. Itron reserves the right, at its discretion, to modify this Agreement, including any rules and policies at any time. You will be responsible for reviewing and becoming familiar with any such modifications (including new terms, updates, revisions, supplements, modifications, and additional rules, policies, terms and conditions)("Additional Terms") communicated to you by Itron. All Additional Terms are hereby incorporated into this Agreement by this reference and your continued use of the Portal will indicate your acceptance of any Additional Terms. In addition, Itron may be sending communications to you from time to time. Such communications may be in the form of phone calls and/or emails and may include, but not be limited to, membership information, marketing materials, technical information, and updates and/or changes regarding your participation as an Itron Developer. By agreeing to this Agreement, you consent that Itron may provide you with such communications.

58. Term and Termination. Itron may terminate or suspend you as a registered Itron Developer at any time in Itron's sole discretion. If Itron terminates you as a registered Itron Developer, Itron reserves the right to deny your reapplication at any time in Itron's sole discretion. You may terminate your participation as a registered Itron Developer at any time, for any reason, by notifying Itron in writing of your intent to do so. Upon any termination or, at Itron's discretion, suspension, all rights and licenses granted to you by Itron will cease, including your right to access the Portal, and you agree to destroy any and all Itron Confidential Information that is in your possession or control. At Itron's request, you agree to provide certification of such destruction to Itron. No refund or partial refund of any fees paid hereunder or any other fees will be made for any reason.

59. Survival. The parties hereby agree that those provisions that by their nature are intended to survive the expiration or termination of this Agreement shall survive the expiration or termination notwithstanding the cause of termination of this Agreement.

60. Itron Independent Development. Nothing in this Agreement will impair Itron's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with, any other products, software or technologies that you may develop, produce, market, or distribute.

61. Use Of Itron Trademarks, Logos, etc. You agree to follow all Itron trademark and copyright guidelines provided to you. You agree not to use the Itron Marks in any way except as expressly authorized in writing by Itron in each instance or as permitted in Itron trademark and copyright guidelines You agree that all goodwill arising out of your authorized use of Itron Marks shall inure to the benefit of and belong to Itron.

62. No Warranty. ITRON AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS (COLLECTIVELY, "ITRON" FOR PURPOSES OF THIS SECTION AND SECTION 63) DO NOT PROMISE THAT THE SITE, CONTENT, SERVICES (INCLUDING, FUNCTIONALITY OR FEATURES OF THE FOREGOING), LABS, DTS SERVICES, OR ANY OTHER INFORMATION OR MATERIALS THAT YOU RECEIVE HEREUNDER AS AN ITRON DEVELOPER (COLLECTIVELY, THE "SERVICE" FOR PURPOSES OF THIS SECTION SECTION AND SECTION 63) WILL BE ACCURATE, RELIABLE, TIMELY, SECURE, ERROR- FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED. THE SERVICE IS PROVIDED

ON AN "AS-IS" AND "AS- AVAILABLE" BASIS AND THE SERVICE IS SUBJECT TO CHANGE WITHOUT NOTICE. ITRON CANNOT ENSURE THAT ANY CONTENT (INCLUDING FILES, INFORMATION OR OTHER DATA) YOU ACCESS OR DOWNLOAD FROM THE SERVICE WILL BE FREE OF VIRUSES, CONTAMINATION OR DESTRUCTIVE FEATURES. FURTHER, ITRON DOES NOT GUARANTEE ANY RESULTS OR IDENTIFICATION OR CORRECTION OF PROBLEMS AS PART OF THE SERVICE AND ITRON DISCLAIMS ANY LIABILITY RELATED THERETO. ITRON DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON- INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ITRON DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SERVICE. YOU ASSUME TOTAL RESPONSIBILITY AND ALL RISKS FOR YOUR USE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY INFORMATION OBTAINED THEREON. YOUR SOLE REMEDY AGAINST ITRON FOR DISSATISFACTION WITH THE SERVICE IS TO STOP USING THE SERVICE. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES. TO THE EXTENT THAT ITRON MAKES ANY PRE-RELEASE SOFTWARE, HARDWARE OR OTHER PRODUCTS, SERVICES OR INFORMATION RELATED THERETO AVAILABLE TO YOU AS AN ITRON DEVELOPER, YOU UNDERSTAND THAT ITRON IS UNDER NO OBLIGATION TO PROVIDE UPDATES, ENHANCEMENTS, OR CORRECTIONS, OR TO NOTIFY YOU OF ANY PRODUCT OR SERVICES CHANGES THAT ITRON MAY MAKE, OR TO PUBLICLY ANNOUNCE OR INTRODUCE THE PRODUCT(S) OR SERVICE AT ANY TIME IN THE FUTURE.

63. Disclaimer of Liability. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL ITRON BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM DELAY OF DELIVERY, FOR LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, FOR BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR USE OR INABILITY TO USE THE SERVICE, HOWEVER CAUSED, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, OR OTHERWISE, EVEN IF ITRON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT SHALL ITRON'S TOTAL LIABILITY TO YOU UNDER THIS AGREEMENT FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00).

64. Third-Party Notices and Products. Third-party software provided by Itron to you as an Itron Developer may be accompanied by its own licensing terms, in which case such licensing terms will govern your use of that particular third-party software. Mention of third parties and third-party products in any materials, documentation, advertising, or promotions provided to you as an Itron Developer is for informational purposes only and constitutes neither an endorsement nor a recommendation. All third- party product specifications and descriptions are supplied by the respective vendor or supplier, and Itron shall have no responsibility with regard to the selection, performance, or use of these vendors or products. All understandings, agreements, or warranties, if any, take place directly between the vendors and the prospective users.

65. Export Control.

65.1 You may not use or otherwise export or re-export any Itron Confidential Information received from Itron except as authorized by United States law and the laws of the jurisdiction in which the Itron Confidential Information was obtained. In particular, but without limitation, the Itron Confidential Information may not be exported or re-exported (a) into any U.S. embargoed countries or regions or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or any other restricted party lists without required approvals from applicable authorities. By

becoming an Itron Developer or using any Itron Confidential Information, you represent and warrant that you are not located in any such country or region or on any such list. You also agree that you will not use any Itron Confidential Information for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, chemical or biological weapons or any other military end uses.

65.2 You represent and warrant that You and any entity or person that directly or indirectly controls You, or is under common control with You, are not: (a) on any sanctions lists in the countries or regions in which the DI App Platform is available, (b) doing business in any of the U.S. embargoed countries or regions, or (c) a military end user as defined and scoped in 15 C.F.R. § 744. As used in this Section 16, "control" means that an entity or person possesses, directly or indirectly, the power to direct or cause the direction of the management policies of the other entity, whether through ownership of voting securities, an interest in registered capital, by contract, or otherwise.

66. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, excluding its conflict of law provisions. The parties further submit to and waive any objections to personal jurisdiction of and venue in any of the following forums: U.S. District Court for the District of Delaware or the Superior Court of the State of Delaware located in New Castle County.

67. Government End Users. Certain Itron Confidential Information may be considered "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

68. Miscellaneous. No delay or failure to take action under this Agreement will constitute a waiver unless expressly waived in writing, signed by a duly authorized representative of Itron, and no single waiver will constitute a continuing or subsequent waiver. This Agreement will bind your successors but may not be assigned, in whole or part, by you without the written approval of an authorized representative of Itron. Any non-conforming assignment shall be null and void. If any provision is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous understandings regarding such subject matter. No addition to or removal or modification of any of the provisions of this Agreement will be binding upon Itron unless made in writing and signed by an authorized representative of Itron. The parties hereto confirm that they have requested that this Agreement and all attachments and related documents be drafted in English.

[END]