



LIMITED WARRANTIES.

1. Aclara® RF DCU Warranty. Aclara warrants to the original Purchaser of an Aclara RF Data Collection Unit ("DCU") that the DCU shall be free from defects in material and workmanship for a period of one (1) year from the date of original product shipment ("Warranty Period").

Any DCU manufactured by Aclara that, within the Warranty Period, fails as a result of a defect in material or workmanship, will be repaired or replaced, at the option of Aclara, without charge to the Purchaser. Aclara shall either: (1) Provide a return authorization to the Purchaser to return the defective DCU for repair; or (2) Perform on-site repair of the defective DCU, provided Purchaser pays all reasonable Aclara travel expenses. Aclara will be responsible for cost inbound and outbound freight when using shipping method of Aclara's choice. Purchaser must provide reasonable access to the DCUs and shall be responsible for additional costs incurred should Aclara be prevented access at the scheduled time.

Aclara warrants replacement DCUs for the longer of: (i) the remaining term of the Warranty Period applicable to the DCU repaired or replaced, or (ii) ninety (90) days from the date the repaired DCU or its replacement is returned to Purchaser.

2. Aclara® RF Electric Equipment. Aclara warrants to the original Purchaser of the RF Electric Equipment that the RF Electric Equipment shall be free from defects in material and workmanship for a period of one (1) year from first use or eighteen (18) months from date of original product shipment. ("Warranty Period").

Any RF Electric Equipment manufactured by Aclara that, within the Warranty Period, fails as a result of a defect in material or workmanship, upon confirmation that the RF Electric Equipment has suffered a failure, will be repaired or replaced, at the option of Aclara, without charge to the Purchaser. Warranty repair, replacement or re-performance by Aclara shall not extend or renew the applicable Warranty Period.

3. Aclara® Electric Meter Warranty. Aclara warrants to the original Purchaser of an Aclara Electric Meter ("Electric Meter") that the Electric Meter shall be free from defects in material and workmanship for a period of one (1) year from first use or eighteen (18) months from date of original product shipment ("Warranty Period").

Any Electric Meter manufactured by Aclara that, within the Warranty Period, fails as a result of a defect in material or workmanship, will be repaired or replaced, at the option of Aclara, without charge to the Purchaser. If despite Aclara's reasonable efforts, a non-conforming Electric Meter cannot be repaired or replaced, Aclara shall refund or credit monies paid by the Purchaser for such non-conforming Electric Meter. Warranty repair, replacement or re-performance by Aclara shall not extend or renew the applicable Warranty Period. Purchaser shall obtain Aclara's agreement on the specifications of any tests it plans to conduct to determine whether a non-conformance exists.

4. Aclara® RF ExactaGuard Gateway/Pole Sensor Warranty Aclara warrants to the original Purchaser of an Aclara ExactaGuard Gateway/Pole Sensor ("Gateway") that the Gateway shall be free from defects in material and workmanship for a period of (1) one year from the date of original product shipment ("Warranty Period").

Any Gateway manufactured by Aclara that, within the Warranty Period, fails as a result of defect in material or workmanship, when returned to Aclara, freight prepaid, will be repaired or replaced, at the option of Aclara, without charge to the Purchaser. A Gateway which has been repaired or replaced by Aclara will be returned to the Purchaser by Aclara, freight prepaid. Aclara warrants replacement Gateways for the longer of: (i) the remaining term of the Warranty Period applicable to the Gateway repaired or replaced, or (ii) ninety (90) days from the date the repaired Gateway or its replacement is returned to Purchaser.

The battery of the ExactaGuard Gateway shall be warranted for a period of seven (7) years from the date of the original product shipment. The warranty offered shall only cover Gateways are operated within standard operating conditions (- 40°C to 70°C) including (1) one daily health message for up to four sensors, (2) two on-demand reads per month, (3) one firmware over-the-air, and (4) BLE for Mobile Programmer active for a maximum of 15 minutes.

5. Software. All of the products set forth herein include software which is proprietary to Aclara and which is protected by United States Copyright Laws with which the Purchaser must comply. Purchaser has the right to utilize the software in the product with the product, but Purchaser may not disassemble, decompile, or modify the software. The software is confidential and the property of Aclara and shall not be disclosed to others.

RETURN MATERIAL AUTHORIZATION PROCESS. The return of defective products under a warranty claim must be returned in accordance with Aclara's Return Material Authorization (RMA) Process. Please refer to the latest process document posted to the Aclara customer portal at: <https://aclaratech.force.com/login>

WARRANTY CLAIM. The warranty remedies set forth herein shall be contingent upon: (1) Purchaser providing written notice of a warranty claim to Aclara within the applicable warranty period; and (2) Purchaser returning the defective product to Aclara within sixty (60) days of removal and in accordance with the RMA Process.

EXCEPTIONS TO WARRANTIES. The following apply to all warranties offered to Purchaser by Aclara and set forth herein.

- a. All costs associated with the removal and/or reinstallation and transportation of a defective product back to Aclara shall be the responsibility of the Purchaser.
- b. The warranties set forth herein do not cover repairs or replacements required as a result of misuse, mishandling, improper storage, accident, modification, improper operation, installation errors, meter failures, theft, vandalism, acts of god or repair by unauthorized personnel.
- c. Aclara reserves the right to supply factory refurbished equipment, new equipment, or a newer model that provides equivalent or better performance.
- d. Third Party Equipment. Aclara does not provide warranty repair or replacement services for equipment not manufactured by Aclara.

NO IMPLIED WARRANTIES. THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LIABILITY OF ACLARA SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCT.

EXCLUSIVE REMEDY: THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND IN NO EVENT SHALL THE LIABILITY OF ACLARA EXCEED THE PRICE OF THE PRODUCT ON WHICH SUCH LIABILITY IS



BASED. THE LIMITATION OF REMEDIES SET FORTH HEREIN IS IN RECOGNITION OF THE DIFFICULTIES OF PROOF OF LOSS AND THE INCONVENIENCE AND NON-FEASIBILITY OF OTHERWISE MEASURING DAMAGES AND OBTAINING AN ADEQUATE REMEDY.

LIMITATION OF LIABILITY

IN NO EVENT SHALL ACLARA BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, RESULTING FROM PRODUCT INSTALLATION, USE, REMOVAL OR REINSTALLATION. IN NO EVENT SHALL ACLARA BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, MULTIPLE OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, LOSS OF USE OF THE PRODUCTS OR ANY ASSOCIATED EQUIPMENT INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT, ANY INCONVENIENCE, COST OR DAMAGE ARISING OUT OF ANY DELAY IN PERFORMING, FAILURE TO PERFORM OR OTHER BREACH OF THE WARRANTY SET FORTH IN HEREIN OR OBLIGATIONS UNDER SUCH WARRANTY, OR CLAIMS OF THIRD PARTIES AGAINST BUYER, ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, USE OF, INABILITY TO USE, OR THE REPAIR OR REPLACEMENT OF THE PRODUCTS SOLD PURSUANT TO THESE TERMS. IN NO EVENT SHALL ACLARA'S TOTAL LIABILITY IN RESPECT OF ANY AND ALL CLAIMS OF ANY KIND WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH, OR RESULTING FROM ACLARA'S SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT OR FURNISHING OF ANY PRODUCTS, INCLUDING PERFORMANCE OR BREACH OF THE WARRANTY SET FORTH HEREIN OF THESE TERMS, EXCEED THE PURCHASE PRICE ALLOCABLE TO THE GOOD(S) THAT GIVE RISE TO THE CLAIM, AND ANY AND ALL SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD FOR SUCH GOOD(S).

MODIFICATION OF WARRANTY. Aclara reserves the right to modify or discontinue this Limited Warranty without notice, provided that any such modification or discontinuance will only be effective with respect to any Products purchased after such modification or discontinuance.

GOVERNING LAW. This Limited Warranty shall be construed and enforced in accordance with the laws of the State of New York and the applicable laws of the United States.