

Supplementary Terms for the Delivery of Standard Software Products

1. General

The following regulations shall be applied for the supply and use of any standard commercially available software ("Standard Software"), including the related documentation ("Documentation") in addition to the individual supply agreement between the Parties and further terms and conditions of Landis+Gyr possibly declared exercisable.

2. Standard Software

2.1 Any Standard Software supplied by Landis+Gyr shall be integrated into the equipment or, as the case may be, handed over to the Purchaser or ultimate recipient together with Documentation in the form and number as delivered by the third party supplier. As for the aforesaid Standard Software and Documentation, the relevant terms of delivery and licensing conditions of third party suppliers concerned shall apply. In terms of the "Supplementary Terms for the Delivery of Standard Software Products" affiliated companies, holding companies and group companies of Landis+Gyr are also considered to be third parties.

2.2 Landis+Gyr shall, to the extent necessary, enter into license and maintenance agreements with third party suppliers concerned, stipulating at the same time that said agreements shall pass to the Purchaser on actual delivery of the Standard Software. Actual delivery of the Standard Software shall mean integration of Standard Software into any equipment as the case may be.

2.3 License and maintenance fees specified separately in Landis+Gyr's tender or order confirmation and due until the time of actual delivery are included in the purchase price; all further license and maintenance fees, especially but not limited to those due after actual delivery, shall be on account of and paid by the Purchaser.

3. Retention of Title, Rights of Use

3.1 Without Landis+Gyr's prior written consent the Purchaser will not use nor make available to any third party the Standard Software and/or Documentation for any other purpose than that which was agreed.

3.2 Standard Software and Documentation are and remain Landis+Gyr's or a third party's intellectual property regardless of its protection capability. The Purchaser's right to use Standard Software and Documentation is limited to the terms of the "Supplementary Terms for the Delivery of Standard Software Products". Unless explicitly agreed otherwise, the Purchaser is not entitled to directly or indirectly, modify all or part, make available, copy, publish and/or exploit the Standard Software and/or Documentation for any third party. The source code will only be provided if this has been explicitly agreed.

4. Exclusion of Warranty and Limitation of Liability

4.1 Landis+Gyr makes no representations whatsoever for warranties or remedies. Standard Software and Documentation is provided only as it exists and in the format and data medium as made available by the third party supplier. Landis+Gyr has no further obligations with respect to the Standard Software and/or Documentation.

4.2 Except where explicitly stated in *Section 2.2 and 2.3* above, all rights and remedies of the Purchaser – for whatever legal reasons – against Landis+Gyr, any of its officers, directors, stockholders, owners, employees, affiliates, agents or any persons with whom it performs its obligations, its subcontractors, suppliers and designees, shall be excluded to the maximum extent permitted by applicable law, especially, but not limited to, claims based on loss or damage of data and/or data media, costs for recovery of lost or damaged data, loss of production, loss of use, loss of orders or profit and other direct, indirect or consequential damages, even if Landis+Gyr has been explicitly advised of the possibility of such damages.

4.3 The aforesaid limitations of liability shall not apply if liability is mandatory, for example in accordance with product liability, in cases of intent, gross negligence, loss of life, bodily injury or damage to health or in case of a general product liability.

4.4 Enforceable Purchaser claims shall be limited to 3% (three percent) of the Purchaser's payments to Landis+Gyr during the last 6 (six) months for the specific supply and/or service under the respective individual contract. Parties are free to give evidence of lower damage.

4.5 Amicable arrangements of a Party with third parties are binding for the other Party only when subject to prior written approval.

4.6 If the Purchaser has a claim for damages it shall be time-barred upon an expiration of 12 (twelve) months from accrual. The same shall apply to the Purchaser's claims in connection with actions undertaken to avoid any damages (for example, a callback).

4.7 Landis+Gyr shall be entitled to charge the Purchaser's account for all expenses related to the tracing of defects or deficiencies if defects or deficiencies notified by the Purchaser are not found and/or cannot be reproduced.

5. Miscellaneous

5.1 If the Purchaser exports the Standard Software and/or Documentation, all export regulations must be adhered to by the Purchaser at its sole risk and responsibility.

5.2 No modification to this Agreement nor any legally relevant declaration from the Parties shall be binding, unless in writing and signed by a duly authorized representative of the Party to be bound thereby. This procedure may only be waived by a written instrument.

5.3 If any provision contained in this "Supplementary Terms for the Delivery of Standard Software Products" proves to be invalid or impracticable for legal reasons, all other provisions of these "Supplementary Terms for the Delivery of Standard Software Products" shall remain in full force and effect. Parties shall substitute such invalid provisions with a valid provision having an economic effect as similar as possible to the original provision and submit for substitution.

5.4 The "Supplementary Terms for the Delivery of Standard Software Products" shall be governed by Swiss Law without any reference to the conflict of law rules. The application of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded. The venue for both Parties shall be Zug, Switzerland. However, Landis+Gyr may also bring an action to the Purchaser's place of business.