

## **MASTER AGREEMENT**

This Master Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 201\_ (the “Effective Date”) by and between:

Aclara RF Systems Inc. an Ohio corporation  
30400 Solon Road  
Solon, OH 44139  
(Referred to herein as “ACLARA”)

and

(Referred to herein as (“Purchaser”))

Collectively, ACLARA and Purchaser may be referred to as “Parties.”

**Whereas**, ACLARA has developed a proprietary Radio Frequency (RF) communication system comprised of equipment and software (the “STAR® Network System”) that provides for communication with electric, gas and water meters and other devices; and

**Whereas**, Purchaser desires to acquire from ACLARA a STAR Network System to be utilized by Purchaser for the automated meter reading of residential, industrial and commercial meters and for other purposes;

**Now, Therefore**, in consideration of the mutual covenants set forth herein, and intending to be legally bound, the Parties agree as follows:

1. Definitions. The following words and phrases shall have the following meanings for the purposes of this Master Agreement.
  - a) “Master Agreement” means this document and the following Exhibits all of which are attached hereto and made a part hereof, and any amendments, modifications or supplements thereto or attachments incorporated therein:
    - i) Exhibit A—List of Deliverables and Pricing
    - ii) Exhibit B—Software License Agreement
    - iii) Exhibit C—Warranties
  - b) “Deliverables” mean the Equipment, Software License and Services listed on Exhibit A—List of Deliverables and Pricing.

- c) “Commercially Reasonable Efforts” means taking all such steps and performing in such a manner as a well managed company would undertake where it was acting in a determined, prudent and reasonable manner.
- d) “Contract Manufacturers” means those entities that manufacture proprietary ACLARA designed equipment.
- e) “ACLARA Licensed Software” shall have the meaning as it is defined in Exhibit B—Software License Agreement.
- f) “ACLARA Personnel” means all employees of ACLARA, ACLARA’s subcontractors and their employees, or any other personnel assigned by ACLARA to provide work pursuant to this Master Agreement. ACLARA Personnel shall not include any Purchaser Personnel.
- g) “Delivery” means, in the case of Equipment purchased hereunder, the loading of the equipment on the means of transport of the carrier selected by ACLARA pursuant to Article 9, below. “Delivery” means, in the case of Services provided hereunder, the periodic performance of such Services as described herein.
- h) “Equipment” means that equipment described on Exhibit B—List of Deliverables, Pricing and Delivery Dates that is manufactured by ACLARA or by a Contract Manufacturer. “Equipment” shall not include equipment manufactured by a third party not a Contract Manufacturer, purchased by ACLARA and re-sold pursuant to this Master Agreement.
- i) “Project Schedule” shall mean the schedule developed in accordance with Article 3, below.
- j) “Purchaser Personnel” means all employees of Purchaser, Purchaser’s subcontractors and their employees, or any other persons or entities assigned by Purchaser to provide materials, services or labor in furtherance of Purchaser’s installation, deployment and use of Purchaser’s STAR Network System. Purchaser Personnel shall not include any ACLARA Personnel.
- k) “Services” shall mean those services to be performed by ACLARA as described in herein.
- l) “Third Party Licensed Software” shall have the meaning as it is defined in Exhibit B—Software License Agreement.

- m) “Work” means all obligations, duties and responsibilities of the Parties necessary to be performed by them in order to accomplish all of their respective obligations under this Master Agreement.

## 2. Work.

Upon the effective date of this Master Agreement, ACLARA shall provide all necessary equipment, software, management, supervision, materials, tools, supplies, facilities and resources necessary to perform its Work in accordance with the terms of this Master Agreement. Upon the effective date of this Master Agreement, Purchaser shall provide all necessary management, supervision, resources and materials required (but not to be supplied by ACLARA hereunder) to perform its Work in accordance with the terms of this Master Agreement.

## 3. Project Schedule.

ACLARA and Purchaser shall meet as expeditiously as possible after the execution of this Agreement to discuss the Start Up Checklist or Project Schedule and related matters (“the kickoff meeting”). Program Managers from ACLARA and Purchaser are responsible for monitoring the Start Up Checklist or Project Schedule so that the delivery dates shown on Exhibit B are met.

## 4. Term.

The term of this Master Agreement shall become effective on the date first above written and shall continue in full force and effect (unless earlier terminated in accordance with this Master Agreement) for a period of \_\_\_ months. The Work shall be substantially accomplished within this period unless the Parties agree to an extension of the term of this Master Agreement. Notwithstanding such termination, certain rights and obligations arising under this Master Agreement, including, but not limited to, those contained in Exhibit C—Software License Agreement shall survive the termination of this Master Agreement. The term of this Master Agreement may be extended by mutual agreement of the Parties.

The Parties acknowledge that Purchaser may desire to purchase additional equipment following the Expiration of this Agreement. In such case, any such purchases shall be at such prices and delivery shall occur on such dates as the Parties may then agree. All other terms and conditions contained in this Master Agreement shall apply to such Purchases.

## 5. Time for Performance.

- a) ACLARA shall use Commercially Reasonable Efforts to deliver the Equipment and Software and provide the Services within the times set forth on Exhibit A. Purchaser understands and agrees that the ability of ACLARA to make such deliveries and provide such Service within such

times is dependent upon the timely issuance of Purchase Orders (if required) and timely performance of Purchaser's Work by Purchaser Personnel and Purchaser agrees that it will use Commercially Reasonable Efforts to cause Purchaser Personnel to perform their respective obligations in a timely fashion and to cooperate with ACLARA in scheduling their respective Work.

- b) Neither Party shall be liable to the other for failure or delay in performance of a required obligation if such failure or delay is caused by an act or omission of the other Party or such Party's Personnel.
  - c) Neither Party shall be liable to the other for failure or delay in performance of a required obligation if such failure or delay is caused by delays in shipment, delivery or taking receipt of any items sold hereunder, or loss or damage thereto, acts of God, acts of the other Party, acts of civil, regulatory or military authority, U.S. Governmental restrictions or embargoes, war, terrorism, riot, fires, strikes, flood, epidemics, quarantine, restrictions, default or delay by supplier, breakdown in manufacturing facilities, machinery or equipment, delays in transportation or difficulties in obtaining necessary materials, labor or manufacturing facilities due to such causes, or any other cause beyond a Party's reasonable control. In the event of such occurrence, performance shall be suspended to the extent made necessary by such forces, and the time for performance shall be extended by a period equal to the time of delay. Upon the occurrence of such an event the Party whose performance is adversely affected shall promptly notify the other Party of the nature and extent of the occurrence and the anticipated period of delay in performance. Any Party so adversely affected shall use all Commercially Reasonable Efforts to minimize the extent of the delay in performance. No event of Force Majeure shall apply to any obligation by either Party to pay money.
  - d) If either Party causes a delay not otherwise excused hereunder in the progress of the Work, such Party shall use Commercially Reasonable Efforts (all without additional cost to the other Party) to complete its Work within the times set forth on the Project Schedule.
6. Purchase, Sale and License. Purchaser agrees to purchase the Equipment and Services and license the ACLARA Licensed Software and the Third Party Licensed Software from ACLARA and ACLARA agrees to sell to Purchaser the Equipment and Services and to license the ACLARA Licensed Software and the Third Party Licensed Software at the prices and in the quantities set forth on Exhibit A and on the terms and conditions set forth in this Master Agreement.
7. Purchaser's Responsibilities.

- a) Purchaser shall perform those tasks and assume those responsibilities specified herein and as set forth in this Master Agreement.
- b) Purchaser shall provide ACLARA Personnel with such access to Purchaser's property and Personnel as may be necessary for ACLARA to perform its Work.
- c) Purchaser shall devote sufficient time and resources, including qualified personnel, to perform its Work in accordance with this Master Agreement.
- d) Purchaser agrees that it shall insure that Purchaser Personnel cooperate with ACLARA in the timely and efficient performance of ACLARA's and Purchaser's respective obligations under this Master Agreement.
- e) Purchaser shall secure any permits or licenses, excepting any FCC product certification and the FCC Station Operators License, required by any federal, state or local authority in connection with the performance of Services by ACLARA under this Master Agreement.

8. Invoicing and Payment

- a) Equipment. ACLARA shall invoice for the equipment listed on Exhibit A at the prices on Exhibit A upon Delivery.
- b) Services. ACLARA shall invoice for the Services listed on Exhibit A at the prices on Exhibit A upon a monthly basis or as otherwise provided in Exhibit A.
- c) Software License Fees. ACLARA shall invoice for the Software License listed on Exhibit A at the prices on Exhibit A upon installation of the Licensed Software.
- d) Payment. Purchaser shall pay ACLARA invoices within thirty (30) days of the date thereof. Any amounts not paid when due shall bear interest at the lesser of 1 ½% per month or the highest amount permitted by law until paid.

9. Title, Risk of Loss and Insurance. Equipment is sold CPT Destination (Carriage Paid To Destination as defined in accordance with INCOTERMS 2000). Title to and Risk of Loss of Equipment shall pass to Purchaser upon the loading of the Equipment on the means of transport of the carrier selected by ACLARA. Carriage shall be arranged for by ACLARA on usual terms for Purchaser's account and risk. ACLARA shall have no responsibility to arrange or pay for insurance against loss, damage or destruction occurring after loading of Equipment.

10. Sales and Use Taxes. ACLARA shall invoice to Purchaser any applicable state, county or local sales or use taxes applicable to the Work. If Purchaser should determine that all or part of the Work is not subject to such taxes, then in such case, Purchaser shall provide to ACLARA a Sales and Use Tax Exemption Certificate.
11. Warranties. In connection with the Deliverables, ACLARA makes the warranties set forth on Exhibit C. The remedies stated herein constitute Purchaser's exclusive remedies and Aclara's entire liability for any breach of warranty.
12. Indemnity. For the purpose of this Article 12 only, "Purchaser Parties" shall mean Purchaser, its directors, officers, agents and employees, contractors and subcontractors (other than ACLARA), assignees, subsidiaries and affiliates, and each of them; "ACLARA Parties" shall mean ACLARA, its directors, officers, agents and employees, contractors and subcontractors at any tier, and the subcontractor's directors, officers, agents and employees, and each of them; and "Claims" shall mean claims, demands, suits or causes of action. The Parties obligations under this Article 12 shall not be limited to their respective insurance coverage.
- a) General Indemnity. ACLARA shall indemnify Purchaser Parties for any and all loss or liability, including the costs of settlements, judgments, damages and direct expense including reasonable attorney's fees, costs and expenses arising from Claims, whether based on statute or regulation or on theories of contract, tort, strict liability, or otherwise, which are brought against one or more Purchaser Parties by or on behalf of persons other than Purchaser Parties involving injuries or damages to persons or property arising from or in any manner relating to negligent acts or omissions of ACLARA Parties under this Master Agreement provided that (a) Purchaser promptly notifies ACLARA in writing of such claims; (b) Purchaser fully cooperates with ACLARA in assisting in the defense or settlement of such claims; and (c) ACLARA has the sole right to conduct the defense of such claim or to settle such claim. ACLARA shall defend at its own expense, with counsel of its choosing, but reasonably acceptable to Purchaser, any suit or action brought against Purchaser Parties based upon such Claims. Further, provided that Purchaser promptly notifies ACLARA in writing of any alleged violations described below, ACLARA shall also indemnify Purchaser Parties for any and all loss or liability for fines, fees or penalties for violations of any statutes, regulations, rules, ordinances, codes or standards applicable to the Work arising from or relating to acts or omissions of ACLARA Parties. ACLARA's obligations under this Article 12 a) shall be reduced to the extent of the negligence, gross negligence or willful misconduct of Purchaser Parties.

Purchaser shall indemnify ACLARA Parties for any and all loss or liability, including the costs of settlements, judgments, damages and direct expense including reasonable attorney's fees, costs and expenses from Claims, at law or in equity, whether based on statute or regulation or on theories of contract, tort, strict liability, or otherwise, which are brought by or on behalf of persons other than ACLARA Parties for injuries or damages to persons or property arising from or in any manner relating to acts or omissions of Purchaser Parties under this Master Agreement provided that (a) ACLARA promptly notifies Purchaser in writing of such claims; (b) ACLARA fully cooperates with Purchaser in assisting in the defense or settlement of such claims; and (c) Purchaser has the sole right to conduct the defense of such claim or to settle such claim. Purchaser shall defend at its own expense, with counsel of its choosing, but reasonably acceptable to ACLARA, any suit or action brought against ACLARA Parties based upon such Claims. Further, provided that ACLARA promptly notifies Purchaser in writing of any alleged violations described below, Purchaser shall also indemnify ACLARA Parties for any and all loss or liability for fines, fees or penalties for violations of any statutes, regulations, rules, ordinances, codes or standards applicable to the Work arising from or relating to acts or omissions of Purchaser Parties. Purchaser's obligations under this Article 12 a) shall be reduced to the extent of the negligence, gross negligence or willful misconduct of ACLARA Parties.

- b) Intellectual Property Indemnity. ACLARA shall defend, indemnify, save and hold harmless Purchaser from and against any claims, losses, damages, fees, costs and expenses incurred by Purchaser arising out of or in connection with a third party's claim of infringement or alleged infringement of any United States patent, copyright, trademark, trade or business secret, service mark or any other proprietary right based solely on the use or design of any Equipment furnished or the ACLARA Licensed Software licensed hereunder and used by Purchaser strictly in accordance with the terms of this Master Agreement provided that (a) in the case of ACLARA Licensed Software, it is the latest released version of the ACLARA Licensed Software; (b) Purchaser promptly notifies ACLARA in writing of such claims; (c) Purchaser fully cooperates with ACLARA in assisting in the defense or settlement of such claims; and (d) ACLARA has the sole right to conduct the defense of such claim or to settle such claim. In addition, in the event any such Equipment furnished or ACLARA Licensed Software licensed hereunder are held in such suit to be infringing or misappropriating or their use by Purchaser is enjoined or limited in any manner, or ACLARA believes that such holding or enjoining is likely, ACLARA shall at its expense: (a) procure for Purchaser the right to continue use of such Equipment or ACLARA Licensed Software, or (b) replace or modify the same with an equivalent non-infringing product with functionality substantially similar to the product it is replacing.

Notwithstanding the foregoing, ACLARA shall not be liable for any claim based on the combination or use of the Equipment or ACLARA Licensed Software with any other equipment or software not supplied or authorized by ACLARA, or any claim based on Purchaser's possession or use of any altered version of the Equipment or ACLARA Licensed Software unless such alteration has been performed or expressly authorized by ACLARA.

13. Confidentiality. Licensee agrees that the Licensed Software, the Documentation and all related information (collectively, the "Information") constitutes confidential and proprietary information of ACLARA and as such, such information is deemed to be Company Private and Confidential. Licensee agrees as a condition of this license agreement to keep the Information confidential and not to disclose any of the Information in any manner whatsoever except that the Information may be disclosed to those of its officers, employees and agents who have a business need to know the Information for the sole purpose of operation of the STAR® Network System. Licensee agrees to ensure that all persons who have access to the Information are informed of the confidential nature of the Information and directed to comply with the terms of this provision. Licensee's obligations with respect to non-disclosure of the Information will survive the termination of this Agreement.

Purchaser agrees that ACLARA's drawings and data, processes, reports, technical data, detailed drawings, internal photographs and specifications, know how, technical information and other information furnished under this Agreement are deemed confidential information and shall be treated as confidential by Purchaser and its employees, Agents and Representatives. The equipment is permanently sealed. The opening of the device cannot be performed without cutting the sealed unit, resulting in PCB fracture and dislodging of the IC's along with other components. This will result in product failure.

Purchaser agrees to keep the information confidential and not to disclose any of the information in any manner whatsoever except that the information may be disclosed to those of its officers, employees and agents who have a business need to know the information for the sole purpose of operation of the STAR® Network System. Purchaser agrees to ensure that all persons who have access to the information are informed of the confidential nature of the information and directed to comply with the terms of this provision. Purchaser's obligations with respect to non-disclosure of the Information will survive the termination of this Agreement

14. Publicity. Neither Party shall, without the express written consent of the other Party, disclose any information or make any news release, advertisement, or public communication regarding this Master Agreement. Notwithstanding the foregoing, nothing in this Master Agreement shall prevent



either Party from making such public disclosures as it, in its sole judgment, may deem appropriate to satisfy such Party's (or such Party's Parent's) obligations under any applicable law or requirement of any stock exchange.

15. Insurance. In the event that ACLARA's obligations hereunder require or contemplate performance of Services by ACLARA's employees, or persons under contract to ACLARA, to be done on Purchaser's property, or property of Purchaser's customers, ACLARA agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of the Purchaser. Further, in such event, ACLARA shall maintain

- a) general liability insurance on a one million dollar (\$1,000,000), per occurrence basis;
- b) statutory workers compensation insurance;
- c) business automobile liability; Bodily Injury (including death) and Property Damage, one million dollar (\$1,000,000) each accident; and
- d) excess liability (umbrella); five million dollar (\$5,000,000) each occurrence.

Purchaser shall be named an additional insured or loss payee as its interest may appear on the policy referred to in a, above.

17. Termination for Convenience. Purchaser reserves the right, at any time, to terminate this Master Agreement, or any portion of the Work, for its sole convenience. Any such termination shall be effected by delivery of a written notice of termination to ACLARA specifying the extent to which the Master Agreement and related Work have been terminated and the date upon which the termination shall be effective. The date of the effective date of termination shall be no earlier than 30 days from the receipt of the notice of termination by ACLARA. Upon receipt of such notice, ACLARA, shall in good faith and using all Commercially Reasonable Efforts, stop all work hereunder, and shall promptly take steps to cancel existing orders, contracts and subcontracts relating to the Work. In the event of such termination, ACLARA shall be entitled to receive:

- a) the contract price due ACLARA for the Work performed, the equipment delivered, the Software licensed and the Services performed;
- b) the contract price for Equipment manufactured but not delivered prior to the effective date of termination if Purchaser desires to purchase such Equipment;

- c) all costs reasonably incurred by ACLARA prior to the effective date of termination including, but not limited to, labor, materials and overhead not covered under (a) or (b), above;
- d) the reasonable cost of termination reasonably incurred by ACLARA in accordance with Purchaser's termination notice which costs shall include the reasonable cost incurred by ACLARA in preparing any termination settlement proposal; and
- e) Fifteen percent (15%) of the amounts payable under (c) and (d), above.

No costs incurred after the effective date of the notice of termination shall be treated as a reimbursable cost unless it relates to performing the portion of the work not terminated, or taking measures reasonably required to comply with Purchaser's notice of termination in a prudent and business-like manner.

18. Termination for Cause. Purchaser may terminate this Master Agreement upon delivery to ACLARA of a written notice of termination. Such notice of termination shall be given to ACLARA at least ten (10) days prior to the effective date of such termination. Such notice of termination may be given for any one of the following reasons:

- a) If ACLARA shall become insolvent, commit any act of bankruptcy, make a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors; or
- b) if a receiver, trustee or liquidator of any property or income of ACLARA is appointed; or
- c) if ACLARA
  - i) defaults in any material manner in the performance of ACLARA's obligations under any of the terms, provisions, conditions or covenants contained in this Master Agreement; and
  - ii) further fails within thirty (30) days after written notice thereof from Purchaser to take reasonable steps to remedy such default.

Purchaser shall be permitted to pursue any and all rights and remedies available hereunder or at law or in equity without terminating this Master Agreement for cause. In the event of termination for cause by Purchaser, ACLARA shall be paid only the portion of the compensation related to Work performed prior to the effective date of termination. ACLARA shall also be subject to any claim Purchaser may have against ACLARA under other provisions of this Master Agreement, or as a matter of law.

ACLARA may also terminate this Master Agreement upon delivery to Purchaser of a written notice of termination. Such notice of termination shall be given to Purchaser at least ten (10) days prior to the effective date of such termination. Such notice of termination may be given for any one of the following reasons:

- a) If Purchaser shall become insolvent, commit any act of bankruptcy, make a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors; or
- b) if a receiver, trustee or liquidator of any property or income of Purchaser is appointed; or
- c) if Purchaser
  - i) defaults in any material manner in the performance of Purchaser's obligations under any of the terms, provisions, conditions or covenants contained in this Master Agreement; and
  - ii) further fails within thirty (30) days after written notice thereof from ACLARA to take reasonable steps to remedy such default.

Purchaser shall also be subject to any claim ACLARA may have against Purchaser under other provisions of this Master Agreement, or as a matter of law.

19. Assignment. Neither Party may assign its rights or obligations under this Master Agreement without the prior written consent of the other Party, provided however, that either Party may assign its rights (but not its obligations) under this Master Agreement to an Affiliate of such Party or to an entity acquiring all or substantially all of the assets of such Party without prior approval of the other Party. In such an event, the assigning Party shall provide the other Party with prompt written notice of such assignment. As used herein, "Affiliate" means a company which either owns or controls a Party or which such Party owns or controls directly or indirectly, or is under common control directly or indirectly with such Party through a common parent company.

20. Representations.

- a) ACLARA represents and warrants the following:

- i) ACLARA has the authority to execute, deliver and perform its obligations under this Master Agreement;
  - ii) The execution of this Master Agreement by the individual listed on the signature page and the delivery and performance of this Master Agreement by ACLARA have been duly authorized by ACLARA;
  - iii) ACLARA is an entity duly organized, validly existing and in good standing under the laws of the State of Ohio;
  - iv) With respect to Equipment sold hereunder, such Equipment will be free from any liens and encumbrances and when Delivered will be owned by Purchaser; and
  - v) With respect to the Licensed Software, ACLARA has the right to grant to Purchaser the rights intended to be granted under this Master Agreement and Exhibit B—Software License Agreement.
- b) Purchaser represents and warrants the following:
- i) Purchaser has the authority to execute, deliver and perform its obligations under this Master Agreement;
  - ii) The execution of this Master Agreement by the individual listed on the signature page and the delivery and performance of this Master Agreement by Purchaser have been duly authorized by Purchaser;
  - iii) Purchaser is an entity duly organized, validly existing and in good standing under the laws of the State of \_\_\_\_\_; and
  - iv) Purchaser has obtained all required regulatory approvals to enter into and to perform its obligations under this Master Agreement.

21. Limitation of Liability. Notwithstanding anything contained herein to the contrary, the total aggregate liability of ACLARA to the Purchaser for any and all liability arising out of or in connection with the performance of this Master Agreement shall be limited to the aggregate sum of payments made by Purchaser to ACLARA under this Master Agreement. **In no case shall either Party be liable to the other Party for estimated loss of benefit, loss of profit, punitive, special, indirect or consequential damages.**

22. Notices. Any notices required or permitted hereunder shall be in writing and shall be deemed to be given sent by United States registered or certified mail, postage prepaid, to the respective Parties at the addresses shown below. Notices so given shall be deemed received three business days from the date of deposit in the U. S. Mails.

a) If to ACLARA:  
Aclara RF  
Contract Administration Manager  
30400 Solon Road  
Solon, OH 44139

With a copy to:  
General Counsel  
ESCO Technologies Inc.  
9900A Clayton Road  
St. Louis, MO 63124-1186

b) If to Purchaser:

23. Compliance with Laws. ACLARA shall comply with all applicable federal, state and local laws, and ordinances ("Laws") in the performance of its duties under this Master Agreement. Specifically:

a) Nondiscrimination and Employment Practices. In connection with the performance of this contract, the ACLARA agrees to become informed of and comply with all laws and/or regulations that are applicable to employment of ACLARA personnel performing under this Agreement. ACLARA further agrees that it will not discriminate on the basis of race, religion, color, sex, national origin, age or handicap and that it will become informed of and comply with all laws and/or regulations pertaining thereto.

b) EEO and Small Business Compliance Clauses. During performance under this Master Agreement, ACLARA agrees to comply with all applicable equal employment opportunity, small business, and affirmative action laws and regulations to which ACLARA is subject and agrees to execute and deliver such documents as may be required to effect or to evidence such compliance. All EEO and affirmative action laws and regulations required in agreements of this character are hereby incorporated by this reference, including provisions of 38 U.S.C. § 4212, Executive Order 11246, as amended, and any subsequent executive orders or other laws or regulations relating to equal opportunity for employment on government contracts.

24. Dispute Resolution. Both Parties agree to attempt to settle any dispute arising out of this Master Agreement through good faith consultations and negotiations. If those attempts fail, the parties agree that any disputes arising under, out of, or in relation to this Master Agreement shall be finally and

conclusively determined by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association and the judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Parties agree that arbitration proceedings shall be held in St. Louis, Missouri.

25. Governing Law. This Master Agreement shall be governed by the laws of the State of Ohio.

26. Independent Contractor. ACLARA agrees to perform and provide the Work in connection with this Master Agreement as an independent contractor and not as a subcontractor, agent or employee or Purchaser, its parent, subsidiaries, or affiliates.

27. Entire Agreement. This Master Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no oral agreements or representations or additional written materials that revise or supplement the terms of the Master Agreement. No modification, amendment, revisions or supplements to this Master Agreement shall be enforceable unless in writing, signed by both Purchaser and ACLARA.

**IN WITNESS WHEREOF**, the Parties have executed this Master Agreement as of the date first above written.

Aclara RF Systems Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_