

## 1. Definitions

**"Confidential Information"** means this Agreement and all its exhibits, the Adderra Prepaid Utility Services, documentation, information, data, drawings, specifications, and any other information supplied by one party to the other and which should reasonably be considered confidential. Confidential Information will not include information that is publicly available, becomes publicly available through no fault of the other party, is already in the other party's possession without a confidentiality obligation, is obtained by the other party from a third party without restrictions on disclosure, or is independently developed by the other party without reference to the Confidential Information.

**"Customer Data"** means all data and information (whether or not Confidential Information) entered into the System by Customer.

**"Go Live Date"** means the first day that the Adderra Prepaid Utility Services is used by Customer for productive use (e.g. first time Company Data is entered into the system by the Customer).

**"Participating Customers"** means a customer of the Customer who participates in the Customer's alternative prepaid program.

**"Service"** means Adderra technological services that are used to host the prepaid services provided by Adderra.

## 2. Adderra Prepaid Utility Service Access.

2.1 Adderra hereby grants to Customer a non-exclusive, nontransferable, non-sublicensable license to use the Service through the System during the Term (as defined below) solely for Customer's internal business purpose related to prepaid electricity and water service.

2.2 Customer must: (a) provide for its own access to the Internet and pay any service fees associated with such access, and (b) provide all equipment necessary to make the connection with the smart meter, including: smartphone/tablet that support BLE wireless connection, Internet connection and the application that is required.

2.3 Adderra will retain sole and exclusive ownership of all right, title and interest in and to the Service.

2.4 Customer Data shall be and remain the property of Customer. Upon Customer's request, or upon the termination or expiration of this Agreement, such Customer Data shall be promptly returned to

Customer by Adderra in a form then maintained by Adderra or, if Customer so elects, shall be destroyed.

## 3. Service Level and Support

3.1 Adderra will use commercially reasonable efforts to make the System available for Customer's access between the hours of 8:30 a.m. and 17:30 p.m. GMT, seven (7) days a week ("Operating Hours"). Except in the case of emergencies, Adderra will provide Customer with at least twenty-four (24) hours prior notice of downtime required during Operating Hours and will use commercially reasonable efforts to accommodate Customer's schedule for such downtime.

3.2 Adderra will operate in material conformance to the set specifications. As Customer's sole and exclusive remedy, Adderra will use commercially reasonable efforts to fix any non-conformities. Customer agrees that Adderra may, in its reasonable commercial judgment, amend specifications from time to time to further develop the Service. Changes to specification are effective upon Customer's feedback. However, if: (a) the changes would materially and adversely affect Customer, (b) Customer can provide Adderra with a written notice describing its objection to the changes in reasonable detail within five (5) business days of the effective date of the changes, and (c) Adderra does not agree to waive the changes as to Customer within five (5) business days of Customer's notice, then Customer may terminate this Agreement without liability.

3.3 Adderra will provide Customer with those error corrections and modifications to the Service that Adderra provides without cost to its other customers that access the Adderra.

3.4 Adderra will provide telephone call-back support during Adderra's normal business hours to permit Customer to report problems and seek reasonable assistance in the use of the Service.

3.5 Adderra will not be in default of this Agreement, or be liable in any way, to the extent the System is unavailable wholly or partly due to: (i) Customer's failure to perform its obligations under this Agreement that affects the performance of the System; (ii) force majeure events; (iii) the performance of Customer's third party telecommunications network provider(s); (iv) changes made at the request of Customer; (v) unforeseen capacity increases based on changes in Customer's business processes for which Adderra has not received at least thirty (30) days prior written notice from Customer; or (vi) Customer's software or hardware.

#### 4. Other Services

4.1 Adderra will provide Customer with detailed and clear information on the use and operation of the Service. This specific information can be found on the official website (adderra.com) or upon request of the Customer we can arrange an online or offline meeting for even more specified information about the Service. Data and time can be discussed between two parties in order suit both.

#### 5. Fees and Payment Procedures

5.1 Customer shall pay Adderra the fees in accordance with the fee structure that will be provided in the official agreement. All amounts will be due and payable within a certain period of time. Any amounts owing that are not paid when due will accrue interest from the due.

5.2 All amounts shown in the agreement are in United States dollars or Euros and are net of all sale, use, property and related taxes. Customer shall be responsible for all taxes arising out of or related to the agreement.

5.3 In the event that Customer has not timely paid fees due to the agreement or Customer is otherwise in breach of the agreement, Customer acknowledges that Adderra may suspend or deny Customer's access to the Service.

#### 6. Term and Termination

6.1 This Agreement will take effect on the Effective Date and, unless terminated earlier, will remain in force during the Initial Term which is defined in the agreement as a two (2) month pilot program. The pilot program will begin on the Go Live Date and end two months after the Go Live Date.

6.2 Either party may terminate this Agreement at the end of the Initial Term or a Renewal Term by providing the other party with at least thirty (30) days written notice prior to the date of termination.

6.3 A party may terminate this Agreement upon written notice to the other party if such other party breaches a material term, condition or provision of this Agreement unless the breach, if capable of being cured, is cured within thirty (30) days (ten (10) days for non-payment) after the non-breaching party gives the breaching party written notice of such breach.

6.4 A party may terminate this Agreement upon written notice to the other party if such other party

(i) terminates or suspends its business, (ii) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

6.5 Notwithstanding Section 6.3, Adderra may terminate this Agreement immediately upon Customer's breach of the license restrictions in Section 2.1.

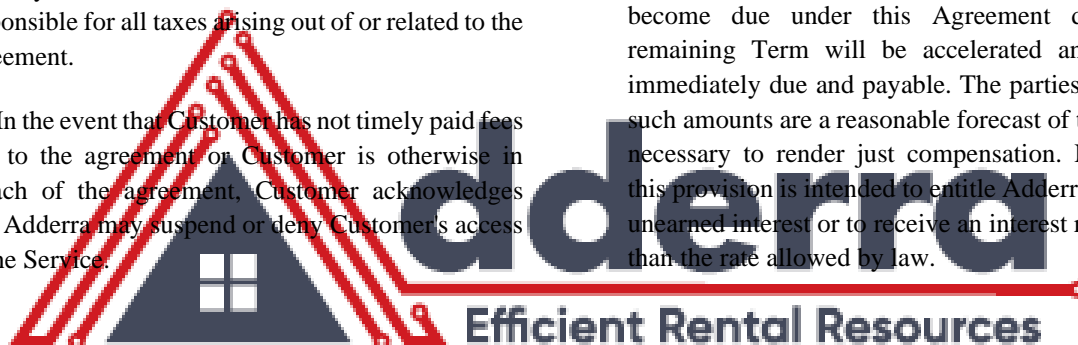
6.6 Upon termination for any reason, Customer will immediately cease all use of and access to the Service and will pay all amounts due and/or payable through the date of termination. The parties recognize that the harm caused by a breach of this Agreement is incapable or difficult of estimation. Accordingly, in the event of termination of this Agreement by Adderra pursuant to Sections 6.3, 6.4, or 6.5, those Monthly Minimum Fees that would otherwise become due under this Agreement during the remaining Term will be accelerated and become immediately due and payable. The parties agree that such amounts are a reasonable forecast of the amount necessary to render just compensation. Nothing in this provision is intended to entitle Adderra to collect unearned interest or to receive an interest rate greater than the rate allowed by law.

#### 7. Disclaimer of Warranties

7.1 ADDERRA MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SERVICE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. ADDERRA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

#### 8. Limitation of Liability

8.1 EXCEPT WITH RESPECT TO



INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 AND BREACHES OF SECTIONS 2.1, , AND 10, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 EXCEPT WITH RESPECT TO

INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 AND BREACHES OF SECTIONS 2.1, AND 10, IN NO EVENT WILL EITHER PARTY'S AGGREGATE CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS

AGREEMENT, WHETHER ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNT OF ALL FEES ACTUALLY PAID BY CUSTOMER TO ADDERRA UNDER THE AGREEMENT FOR THE PERIOD IN WHICH THE CAUSE OF ACTION AROSE, PROVIDED HOWEVER, THE LIMITATION ON DAMAGES EXPRESSED IN THE PRECEDING SENTENCE SHALL NOT APPLY TO DAMAGES CAUSED BY THE WILLFUL OR WANTON CONDUCT OF THE PARTY CREATING THE DAMAGES. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

9. Indemnification

9.1 Adderra will, at its expense, defend, indemnify and hold Customer harmless from and against all claims, losses and damages related to or arising out of an allegation brought against Customer that the Service as used through the System infringes any patent, copyright, trade secret or other proprietary right of any third party. Customer shall give such assistance and information as Adderra may reasonably require to oppose such claims. Adderra shall have no obligation for any claims arising out of a combination or use of the Service as used through the System with non-Adderra programs, products or

data, if such combination or use is the cause of the alleged infringement.

9.2 In the event a third-party claim of infringement is threatened or occurs, Customer will immediately notify Adderra. Adderra may, in its sole discretion, alter or replace the System with a non-infringing functionally equivalent system. If Adderra determines that none of these alternatives is reasonably available, Adderra may terminate the Agreement and refund to Customer any Fees paid in advance for the time following termination.

9.3 Customer acknowledges that (i) Customer has the sole discretion whether to provide electricity service to its customers, (ii) Customer has the sole discretion and authority to disconnect electricity service, and (iii) Customer shall not rely upon Adderra to determine whether to connect or disconnect electricity service. Accordingly, CUSTOMER WILL, AT ITS EXPENSE, DEFEND, INDEMNIFY AND

HOLD ADDERRA HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES AND DAMAGES, INCLUDING DEATH, RELATED TO OR ARISING OUT OF AN ALLEGATION BROUGHT AGAINST ADDERRA ARISING OUT OF OR RELATED TO THE SERVICE OR THE AGREEMENT (INCLUDING WITHOUT LIMITATION, ANY CLAIMS AS A RESULT OF A BREACH BY CUSTOMER OF THIS AGREEMENT OR ANY OTHER AGREEMENTS AND ANY CLAIMS BY CUSTOMER'S CUSTOMERS WITH RESPECT TO CUSTOMER'S ELECTRIC SERVICE PROVIDER OBLIGATIONS), REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF ADDERRA EXCEPT TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF ADDERRA. Adderra shall give such assistance and information as Customer may reasonably require to oppose such claims.

9.4 At Customer's request, Adderra may record certain customer support calls for quality assurance purposes. Customer is solely responsible for complying with all legal and regulatory requirements related to the recording such calls, including but not limited to obtaining any necessary waivers or providing customers with the appropriate notifications. In addition, Customer is responsible for notifying Adderra of any legal or regulatory requirements associated with recording such calls. Customer will, at its expense, defend, indemnify and hold Adderra harmless from and against all claims,

losses, fines and damages brought against Adderra arising out of or related to Adderra's recording of customer support calls.

9.5 At Customer's request and subject to any regulatory restrictions, Adderra will display Customer's name on the "caller id" display for Customer's Participating Customers. Customer is solely responsible for complying with all legal and regulatory requirements related to the display of the caller id, including but not limited to obtaining any necessary waivers or providing customers with the appropriate notifications. In addition, Customer is responsible for notifying Adderra of any legal or regulatory requirements associated with the display of Customer's name on "caller id". Customer will, at its expense, defend, indemnify and hold Adderra harmless from and against all claims, losses, fines and damages brought against Adderra arising out of or related to Adderra's display of Customer's name on caller id.

#### 10. Confidential Information

10.1 Each party ("Receiving Party") acknowledges that the other party's ("Disclosing Party") Confidential Information constitutes valuable trade secrets and the Receiving Party agrees that it shall use the Disclosing Party's Confidential Information solely in accordance with the provisions of the Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the Disclosing Party's prior written consent. The Receiving Party agrees to use the same efforts, but not less than commercially reasonable efforts, to protect the Disclosing Party's Confidential Information from unauthorized use and disclosure as the Receiving Party takes with respect to its own similar confidential information. The Receiving Party may disclose the Disclosing Party's Confidential Information if required to be disclosed by order of a court or other governmental entity, provided that the Receiving Party promptly notifies the Disclosing Party and assists the Disclosing Party in resisting or limiting such disclosure.

10.2 Adderra may list Customer's name in Adderra's materials and may otherwise inform third parties that Customer is a customer that uses the Service.

10.3 In the event of actual or threatened breach of the provisions of Section 10.1, the Disclosing Party may have no adequate remedy at law and will be entitled to seek immediate and injunctive and other equitable relief.

#### 11. Arbitration Clauses

11.1 All disputes or claims arising out of or in connection with the contract, including disputes relating to its validity, breach, termination or nullity, shall be finally settled under the Rules of Arbitration (Vienna Rules) of the Vienna International Arbitral Centre (VIAC) of the Austrian Federal Economic Chamber by one or three arbitrators appointed in accordance with the said Rules.

#### 12. Miscellaneous

12.1 Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, or (c) sent by overnight courier, in each case properly posted and fully prepaid to the appropriate address set forth herein. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight courier service.

12.2 Any waiver of the provisions of the Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of the Agreement or its rights or remedies at any time, will not be deemed to be a waiver of such party's rights under the Agreement and will not in any way affect the validity of the whole or any part of the Agreement or prejudice such party's right to take subsequent action.

12.3 If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in the Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

12.4 The Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, with respect to said subject matter.

12.5 The Agreement is for the sole benefit of Adderra and Customer and their permitted assigns and nothing herein expressed or implied will give or be construed to give to any person, other than Adderra and Customer and such assigns, any legal or equitable rights hereunder.

12.6 The Agreement may not be amended, except by a writing signed by both parties.

12.7 No exercise or enforcement by either party of any right or remedy under the Agreement will preclude the enforcement by such party of any other right or remedy under the Agreement or that such party is entitled by law to enforce.

12.8 The Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.

12.9 Except for the obligations to make payments hereunder, each party shall be relieved of the obligations hereunder to the extent that performance is delayed or prevented by any cause beyond its reasonable control, including, without limitation, acts of God, public enemies, war, civil disorder, communications failures, failures of third parties, fire, flood, explosion, labor disputes or strikes or any acts or orders of any governmental authority, failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment.

12.10 The provisions of Sections 1, 2.3, 2.4, 5, 6.6, 8, 9, 10, and 11 will survive termination of the Agreement.

12.11 The Agreement shall be governed by and construed in accordance with the law.

