

Exhibit A



Badger Meter: BEACON Advanced Metering Analytics

BADGER METER BEACON AMA MANAGED SOLUTION GENERAL AGREEMENT ("General Agreement")

Last modified: April 17, 2014

1. **NOTICE TO CUSTOMER: THE PORTAL WHICH YOU ("Customer") ARE ATTEMPTING TO ACCESS IS THE PROPERTY OF BADGER METER, INC. ("Badger Meter"). PRIOR TO ACCESSING THE PORTAL, YOU MUST REVIEW AND AGREE TO COMPLY WITH THE TERMS OF THIS GENERAL AGREEMENT. BY CLICKING "I ACCEPT," YOU ARE YOU ARE REPRESENTING TO BADGER METER THAT YOU HAVE BEEN AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER, THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS OF THIS GENERAL AGREEMENT. BY CLICKING "I ACCEPT", YOU ARE ENTERING INTO A LEGALLY BINDING CONTRACT WITH BADGER METER ("ACCEPTANCE") ON BEHALF OF THE CUSTOMER. WE RECOMMEND THAT YOU PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.** This General Agreement is entered into by and between Badger Meter, Inc., a Wisconsin corporation with offices located at 4545 W. Brown Deer Road, Milwaukee, Wisconsin 53223 and Customer.
2. **EFFECTIVE DATE.** This General Agreement is effective upon Customer's Acceptance of the terms of this General Agreement (the "**Effective Date**").
3. **ACCESS AND USE OF SERVICE.** Badger Meter has developed a hosted, on-demand, software service for the BEACON AMA Managed Solution ("Service") via a website ("**Portal**") which is accessible to its Customers and their end users ("**Consumers**") to view metering and water usage service information. Upon Badger Meter's Acceptance of the terms of this Starter Agreement, Badger Meter grants to Customer the right to remotely access and use the Service from the Portal for Customer's internal business use and for the benefit of Consumers during the Term. Except for the rights to access and use the Portal and the Service granted to Customer and its Consumers during the Term as defined below, Badger Meter retains all other intellectual property rights related to the Portal and the Service.
4. **TERM.**
 1. **For Starter Program Customers**
 1. **Starter Term.** The term of this Agreement begins on the Effective Date and continues for a period of four (4) months ("**Starter Term**") unless earlier terminated in accordance with Section (12) of the Agreement.
 2. **Master Agreement.** If Customer executes the Badger Meter BEACON AMA Managed Solution Master Agreement ("**Master Agreement**") on or before the expiration of the Starter Term, Customer may continue to utilize the Portal and the Service, pursuant to the Terms of the Master Agreement.
 3. If Customer chooses not to execute the Master Agreement on or before the expiration date of the Starter Term, Customer will be invoiced a subscription fee for the Service. If Customer chooses to not pay the subscription fee, Customer and its Consumers will no longer have the right to access or use the Portal or the Service and their access to the Customer Data will be terminated.
 2. **For Legacy/Non-Utility Deployment Customers**
 1. **Term.** The term of this Agreement ("**Term**") begins on the Effective Date and continues unless earlier terminated in accordance with Section (12) of the Agreement.
 2. **Master Agreement.** If Customer executes the Badger Meter BEACON AMA Managed Solution Master Agreement ("**Master Agreement**") during the Legacy/Non-Utility Deployment Term, Customer may continue to utilize the Portal and the Service, pursuant to the Terms of the Master Agreement.

3. If Customer chooses to not pay subscription fee, Customer and its Consumers will no longer have the right to access or use the Portal or the Service and their access to the Customer Data will be terminated.
5. **RESTRICTIONS ON RIGHT TO USE THE SERVICE.** Customer agrees that neither Customer, its employees and contractors ("**Authorized Users**") nor those water end users whom Customer has approved as an end-user of the Portal and Service by Customer ("**Consumers**") will perform any of the following actions when accessing the Portal or utilizing the Service:
 1. Sell, license, sublicense, or otherwise permit access by unauthorized third parties to the Portal or the Service.
 2. Remove patent, copyright, trademark or other intellectual property markings on the Portal or Service.
 3. Copy, disassemble, reverse engineer, or otherwise modify the Portal or Service.
 4. Use the Portal or Service in a manner that violates any international, federal, state or local law, rule or regulation.
6. **CUSTOMER DATA.** Any information provided to Badger Meter by Customer or its Consumers in accessing or using the Portal or the Service, including but not limited to any personally identifiable information ("**Customer Content**") shall remain the property of Customer. Customer grants Badger Meter the right to host, access, store and use such Customer Content and to provide, maintain and enhance the Portal and the Service. Customer shall remain responsible for complying with all applicable data privacy and security laws related to the Customer Content and represents to Badger Meter that it has obtained consent from the Authorized Consumers to transmit the Customer Content to Badger Meter and to allow Badger Meter to host, access store and use and allow access to the Customer Content.
7. **CUSTOMER'S REPRESENTATIONS AND WARRANTIES.** Customer represents and warrants to Badger Meter that Customer:
 1. Has the right and authority to enter into this Agreement and to meet its legal obligations under this Agreement.
 2. Will comply with all applicable international, federal, state and local laws rules and regulations ("**Law**") related to the performance of its obligations under this Agreement and the use of the Services and will ensure that neither Customer, its employees or agents or the Consumers will access the Portal or the Service in any manner that violates any applicable Law.
 3. Will not resell, license, sublicense, assign, transfer or distribute to third parties, access to the Portal or Service.
 4. Will not alter, reverse engineer, disassemble, or otherwise modify the Portal, or the Service, or make any derivative work based in whole or in part on the Portal or the Service.
 5. Will require that the Consumers comply with Badger Meter's End User Terms and Conditions for use of the Portal and Service as it may be updated from time to time.
8. **AS-IS-SERVICE. BADGER METER PROVIDES THE PORTAL AND THE SERVICE TO CUSTOMER AND CONSUMERS ON AS-IS-BASIS. BADGER METER EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE PORTAL AND THE SERVICE, INCLUDING, BUT NOT LIMITED TO, (1) WARRANTIES CONCERNING THE RELIABILITY, QUALITY, SECURITY, CONDITION, DESIGN, SUITABILITY, INTER-OPERABILITY, AVAILABILITY OR COMPLETENESS OF THE PORTAL OR SERVICE; (2) THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE; OR (3) IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR FROM INDUSTRY PRACTICE.**
9. **LIMITATION OF LIABILITY. CAP ON DAMAGES**
 1. **LIMITATIONS OF LIABILITY: IN NO EVENT SHALL BADGER METER BE LIABLE TO CUSTOMER, ITS EMPLOYEES, AGENTS OR CONSUMERS OR ANY THIRD PARTY FOR ANY CLAIMS, DEMANDS, ACTIONS, DAMAGES, LOSSES, JUDGMENTS, SETTLEMENTS, COSTS OR EXPENSES, (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND LITIGATION EXPENSES) RELATED TO THE PORTAL, THE SERVICE, THE CUSTOMER DATA OR THE SUBJECT MATTER OF THIS AGREEMENT ("CLAIM"). IN NO EVENT SHALL BADGER METER BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR (A) ANY CLAIM FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF; (B) ANY CLAIM RESULTING FROM LOSS OF DATA, BREACH OF CONFIDENTIALITY, LOST REVENUE OR LOST PROFITS; OR (C) ANY OTHER CLAIM ARISING IN CONTRACT, TORT, OR OTHERWISE. ANY CLAIM AGAINST BADGER METER MUST BE BROUGHT NO MORE THAN THREE (3) MONTHS FROM THE DATE THE CLAIM AROSE.**

2. **CAP ON DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, BADGER METER'S TOTAL LIABILITY TO CUSTOMER, CONSUMERS OR ANY THIRD PARTY AGAINST BADGER METER ARISING FROM OR RELATED TO THE PORTAL, THE SERVICE, THE CUSTOMER DATA OR THE SUBJECT MATTER OF THIS GENERAL AGREEMENT MAY NOT EXCEED THE SUM OF \$100.00.**

10. **CONFIDENTIALITY.**

1. **Protection of Confidential Information.** The parties agree that any nonpublic information shared between the parties in connection with their performance under this Agreement shall be deemed to be confidential and proprietary, including but not limited to the Customer Content ("**Confidential Information**"). Each party agrees to hold the other party's Confidential Information in strict confidence and will not copy, reproduce, give, sell, assign, license, market, transfer or otherwise dispose of the Confidential Information to third parties or use the Confidential Information for any purposes whatsoever other than as contemplated by this Agreement, without the other party's prior written consent.
2. **Return/Destruction.** Within ten (10) days after receiving a request from the Disclosing Party, the Receiving Party agrees to either return to the Disclosing Party tangible and intangible originals and copies of any Confidential Information, as well as any materials developed using the Confidential Information, or destroy the Confidential Information
Traffic Information. All de-identified data generated or collected by Badger Meter through operation of the Portal and the Service is referred to as the "Traffic Data." All Traffic Data shall be the Confidential Information of and owned exclusively by Badger Meter.
3. **Third Party Requests for Confidential Information.** Neither party may disclose the other party's Confidential Information except as permitted under this Agreement or as otherwise required by law. If a party receives a request for access to the other party's Confidential Information, that party agrees to inform the disclosing party in writing within three (3) business days of receipt of the request unless prohibited by law.
4. **Exclusions from Confidential Information.** Confidential Information of a party shall not include information which: (i) is in or becomes part of the public domain through no fault of the receiving party; (ii) the receiving party can prove was known to it prior to its receipt from the disclosing party; (iii) is independently developed by the receiving party outside of this Agreement without the use of the disclosing party's information; or (iv) is obtained by the receiving party from a third party which had no obligation of confidentiality to the disclosing party.
5. **Equitable Relief.** The parties agree that in the event of a breach of this Section 10, money damages may be inadequate. Either party may seek injunctive, declaratory or other equitable relief to prevent a breach of this Section 10.

11. **Customer's Indemnification Obligations.** Customer agrees to defend, indemnify, and hold harmless Badger Meter as well as its suppliers, affiliates, officers, employees, agents, representatives and customers (the "Badger Meter Parties"), against any Claim related to the access to or use of the Portal or the Service, the Customer Data or the subject matter of this Agreement. Upon receipt of a Claim, Badger Meter will provide prompt written notice to Customer of the Claim for which the Badger Meter Parties seek indemnification. The notice will include a description of the Claim with reasonable detail of the facts giving rise to the Claim. Upon receipt of notice of a Claim, Customer shall be obligated, to assume and control the defense of such Claim at its own expense. Badger Meter may retain its own counsel to cooperate in defending the Claim, at its own expense. The Badger Meter Parties agree to cooperate with Customer in defending the Claim and in making available to Customer all witnesses, records, materials and information in Badger Meter's possession or control to assist in the defense of the Claim as is reasonably requested by Customer. Customer may not settle or compromise any Claim or consent to the entry of any judgment against the Badger Meter Parties unless Badger Meter provides prior written consent and the Badger Meter Parties are given an unconditional written release from all parties with respect to the Claim. In the event Customer fails to defend, indemnify, and hold the Badger Meter Parties harmless, after notice of a request for indemnification, Badger Meter shall be entitled to assume the defense and seek reimbursement from Customer for all Claims.

12. **TERMINATION.**

1. Badger Meter will have the right to terminate this Agreement prior to the expiration of the Term upon (i) a material breach after providing ten (10) days written notice to Customer and an opportunity to cure; (ii) a violation of Customer's representations and warranties; or (iii) upon an assignment for the benefit of creditors, the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under any statute of any province, state or country relating to

insolvency or for the protection of creditor rights or if Customer becomes insolvent or technically bankrupt.

2. Badger Meter will have the right to terminate this Agreement under the Legacy/Non-Utility Program Term upon non-payment of subscription fee by Customer for the Service.
3. Badger Meter will have the right to terminate this Agreement after the expiration of the Starter Term upon non-payment of subscription fee by Customer for the Service.
4. Upon termination of this Agreement, (i) Badger Meter may cease providing access to the Portal and the Service to Customer and its Authorized Users; (ii) Customer and its End Users will have no further right to use the Portal or the Service; (iii) will immediately cease using the Portal and the Service, and will receive no further Services; (iv) the parties will deliver to each other any Confidential Information of the other party in its possession or control and (v) Badger Meter may cease gathering data from Customer's endpoints at 120 days after termination.
5. If Customer desires to reinstate Service after termination, a reinstatement fee will apply.

13. DATA SECURITY AND RECOVERY.

1. **Data Transmission Risks.** Customer acknowledges that security of transmissions over the Internet or the cellular network cannot be guaranteed. Badger Meter is not responsible for (i) Customer or its Consumer's access to the Internet; (ii) interception or interruptions of communications through the Internet or over the cellular network; or (iii) changes or losses of data through the Internet. In order to protect Customer Content, Badger Meter may suspend Customer, Authorized Users or Consumers use of the Portal or Service immediately, without prior notice, pending an investigation of any potential security breach.
2. **Password Protection.** Customer agrees to maintain the privacy of usernames and passwords associated with the Portal and Service. Customer shall remain responsible for all activities that occur under Customer's password or Internet account. Customer will immediately notify Badger Meter of any unauthorized use of Customer's password or Internet account or any other breach of security, and ensure that Customer exits from Customer's Internet account at the end of each session. Badger Meter shall not be liable for any damages incurred by Customer, its Consumers or any third party arising from Customer or its Consumer's failure to comply with these security obligations.
3. **Third Party Access.** To the extent that Customer requests that Badger Meter provide any Customer Content to Consumers or third parties, Customer represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any Law.

14. GENERAL.

1. **Binding Agreement.** This Agreement is binding upon and will inure to the benefit of the parties and their respective successors and assigns.
2. **Affiliates.** This Agreement covers only the employees and agents of Customer. If Customer wishes to have any entity which directly or indirectly controls, is controlled by or is in common control with Customer ("Affiliate") access the Portal and use the Service, Customer's Affiliate must execute a separate agreement with Badger Meter.
3. **Assignment.** Either party may assign its rights and obligations under this Agreement with the express written consent of the other party, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, Badger Meter may assign its rights and obligations under this Agreement without the consent of the Customer (i) upon a sale of a majority of its outstanding capital stock to an affiliate or third party; (ii) if it sells all or substantially all of its assets; or (iii) in the event of a similar change of control.
4. **No Waiver; Severability.** All rights and remedies of the parties are separate and cumulative. The waiver or failure of either party to exercise any right or remedy provided under this Agreement will not be deemed a waiver of any further right or remedy.
5. **Savings Clause.** The invalidity of any provision of this Agreement shall not affect the validity and binding effect of the remaining provisions.
6. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement shall confer any rights, remedies, obligations or liabilities whatsoever to third parties.
7. **Governing Law.** The terms of this Agreement are governed by the laws of the State of Wisconsin, without reference to its conflict of laws principles, the parties consent to the exercise of personal jurisdiction over them by the state and federal courts sitting in Milwaukee, Wisconsin, and waive any objection that they would otherwise have to venue in such courts.
8. **Survivability.** Any provision of this Agreement which by its nature should survive termination or expiration of this Agreement shall survive its expiration or termination.

9. **Force Majeure.** Neither party shall be liable for any delay due to causes beyond its reasonable control, such as acts of God, natural disasters, strike, work stoppage or other labor dispute, riots, acts of war or terrorism, or any action or restraint by court order or public or governmental authority.
10. **Amendment.** This Agreement may only be amended by a written document signed by both parties.
11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with regard to its subject matter and supersedes all prior or contemporaneous agreements, discussions, negotiations, representations or proposals, whether written or oral.
12. **Privacy Policy:** Badger Meter's Privacy Policy, which is found [here](#), is incorporated into the Terms.
13. **Questions.** Please direct any questions to techsupport@badgermeter.com.