

Xylem - Cloud Software Agreement and Terms of Use

This software access agreement (the "**Agreement**") governs your access to and use of the Xylem Cloud applications (the "**Applications**") and all content, services, features, and activities available through the Applications (collectively with the Applications, the "**Service**"). This is an agreement between you or the entity you represent ("**you**") and the affiliate of Xylem Inc. that either provided the pricing for the Application to you or that provided authorization to the Xylem distributor that provided pricing to you (collectively, with their affiliates, "**Xylem**," "**we**," "**us**," or "**our**"). Xylem reserves the right, at its discretion, to update and change this Agreement from time to time. While we will notify you of any changes, you are responsible for reviewing and becoming familiar with any the modifications. Use of the Service after the modification constitutes acceptance of such changes.

1. Use. Subject to the restrictions in this Agreement, you may use the Service and any updates provided by Xylem (in its sole discretion) so long as you are current in your payments for the Service or Application. We provide the Service solely for your own use, and not for the use or benefit of any third party. You are responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access or otherwise use the Service, including, mobile phones, modems, hardware, software and data plans. You are responsible for ensuring that such equipment or ancillary services are compatible with the Service and meet your security requirements.

2. Restrictions. You may not use the Service (i) in any manner or for any purpose that violates any law or regulation, including applicable data protection and export compliance laws and regulations, intellectual property rights, contract rights, rights of privacy, or rights of personality; (ii) to sell, lease, share, transfer, or sublicense the Service or derive

income from the use of the Service in conjunction with Xylem's application programming interfaces or other web services, whether for direct commercial or monetary gain or otherwise, without Xylem's prior, express, written permission; (iii) in a product or service that competes with products or services offered by Xylem; or (iv) in a way intended to avoid incurring fees.

You shall not attempt to (a) modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Service, (b) reverse engineer, disassemble, or decompile the Service or apply any other process or procedure to derive the source code of any software included in the Service, or (c) resell or sublicense the Service. All access to the Service is conditional on your continued compliance with this Agreement and may immediately and automatically terminate if you do not comply with any term of this Agreement.

3. Availability. We will use reasonable efforts to make the Service is available 24x7. However, there will be occasions when the Service will be interrupted for maintenance, upgrades and emergency repairs or due to failure of telecommunications links and equipment. We will take reasonable steps to minimize such disruption where it is within our reasonable control. You agree that we will not be liable you or any other party for any suspension, modification, discontinuance or lack of availability of the Service.

4. Intellectual Property. The Service and its content may be protected by copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the United States and other countries. This Agreement grants you no right, title, or interest in any intellectual property owned or licensed by Xylem.

5. Data Use. You understand that we may use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service. You voluntarily agree and authorize us and our affiliates to store and use your data, which includes the data we collect through the use of our products, services, and this application ("**Customer Data**") on such hardware, software, networking, storage, and related technology indefinitely. You grant us and our affiliates a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information you provide to us, to (i) provide the Service; (ii) analyze and improve the Service; (iii) analyze and improve any equipment or software for Xylem or a Xylem affiliate; (iv) create anonymized data and use such anonymized data for any purpose; and (v) for any other internal use.

6. Support. Xylem may elect to provide you with support or modifications for the Service ("**Support**"), in its sole discretion, and may change, reduce or terminate such Support at any time without prior notice to you. Xylem reserves the right to charge fees for Support.

7. Term and Termination. Your right to use the Service continues until it is terminated by either party. You may terminate by discontinuing use of the Service. Xylem may terminate at any time for any reason. Your use terminates automatically if (i) you violate any term of this Agreement; (ii) Xylem publicly posts a written notice of termination on the Service; (iii) Xylem sends a written notice of termination to you; (iv) Xylem ceases providing access to the Service to you; or (v) you are not current in your payments for the Service or Application. For purposes of clarity, termination of use does not constitute termination of this Agreement.

All of your Customer Data will be inaccessible from the Service immediately upon termination.

8. Warranty Disclaimer. The Service is provided "as is". We expressly disclaim any and all warranties, including any implied warranty of merchantability, fitness for a particular purpose, availability, security, title and non-infringement.

9. Limitation of Liability. We will not, under any circumstances, be liable to you for any direct, indirect, incidental, consequential, special or exemplary damages arising out of or in connection with your use of the Service whether such damages are based on breach of contract, breach of warranty, tort (including negligence, product liability or otherwise) or any other pecuniary loss.

10. Governing Law. The Agreement and the relationship between you and Xylem are governed by the laws of the jurisdiction of the Xylem affiliate that is a party to this Agreement. You and Xylem agree to submit to the personal jurisdiction of the courts located where the Xylem affiliate that is a party to this Agreement has its primary place of business and you waive any right to a jury trial in any such proceeding. This Agreement will not be subject to the United Nations Convention on the International Sale of Goods.

11. Contact Information. If you would like to contact Xylem regarding this Agreement, you may contact us at Xylem, 301 Water Street SE, Washington, DC, 20003 Attn: Legal Department.