



Sales Quote

Aqua-Metric Sales Company

Kelsey VanCleave

16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154

Phone: (210) 967-6300 | Fax: (210) 967-6305

January 6, 2026

AquaMetric/Thirkettle Pricing as of 1.6.2026

*Quote valid for 30 days

Quote for: City of San Marcos
Attention: Casey Camarillo
Address: 2217 E McCarty Ln
City, State, ZIP: San Marcos, TX 78666
Phone: 512.393.8031
Email: CCamarillo@sanmarcostx.gov

Quantity	Description	Unit Price
	5/8" X 3/4" SRII METER ITRON	\$189.19
	1" SRII METER ITRON	\$297.40

This quote for the product and services named above is subject to the following terms:

1. All quotes are subject to the Aqua-Metric Terms of Sales available at www.aqua-metric.com
2. Quote is valid for 30 days.
3. If modifications in materials, labor or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
4. Freight allowed on single Sensus orders exceeding \$80,000.00.
5. Net Thirty Days to Pay.
6. Returned product may be subject to a 25% restocking fee
7. Sales Tax and/or Freight charges are approximated and may vary on final invoice.
8. TAXES AND FEES. All prices quoted are exclusive of federal taxes, state taxes, municipal taxes, tariffs, duties, and other government-imposed fees (collectively the "Taxes and Fees") related to the procurement, installation, and delivery of materials and equipment. Customer shall be liable for all applicable Taxes and Fees imposed upon the Goods purchased. Taxes and Fees will be added to each applicable invoice and are the responsibility of the Customer. If Customer is exempt from sales tax, Customer is required to provide all applicable tax exemption documentation at the time of purchase. Any changes in Taxes and Fees may result in adjustments to the final invoice accordingly.

Thirkettle Corporation General Terms of Sale

1. DEFINITIONS.

- 1.1. "Customer" means the party purchasing goods or services pursuant to these Terms of Sale ("Terms").
- 1.2. "Company" means Thirkettle Corporation, including without limitation wholly owned subsidiaries Aqua-Metric Sales Company™ and Utiliuse™, who is the authorized reseller of certain Goods provided to Customer.
- 1.3. "Goods" broadly means the collective Products and/or Services sold or otherwise provided by the Company.
- 1.4. "Product" means any tangible material, object, or software offered for sale by the Company.
- 1.5. "Service" means a business act or task as performed by an individual at a predetermined billable rate.
- 1.6. "Supplier" refers to a third-party business entity who manufacturers or supplies various Goods furnished by the Company.

2. **CONTRACT OF SALE.** All Goods offered for sale are subject to the prices and terms specified in (i) the Terms outlined herein, (ii) an applicable Company quotation, bid, or proposal (collectively, the "Proposal"), and/or (iii) separate agreement duly executed by and between the Company and Customer; all of which are subject to change. A Customer's purchase order or similar writing shall constitute an acceptance of the offer to sell (the "Agreement"); however, any inconsistent, additional or different terms to the Proposal contained in a Customer's request for quotation or purchase order (collectively, "Additional Terms") are hereby objected to and rejected by the Company. Such Additional Terms will not become part of the Agreement unless accepted by the Company in a writing. Notwithstanding anything to the contrary herein, these Terms may be incorporated by reference or otherwise modified, in whole or in part, into a mutually acceptable agreement duly executed between the Company and the Customer.

3. **PROPOSALS.** Proposals are inclusive of only the Goods detailed within a formal Company quotation form. Proposals will remain valid for a period of thirty (30) days unless otherwise noted. All pricing is subject to change based on the manufacturer's suggested retail price. The Company reserves the right to apply a price adjustment to all quotes or orders received and not delivered to the Customer as a result of economic price increase or decrease in cost of raw materials, labor, or transport at the time imposed by the Company's Suppliers. Any supplemental or incidental Goods required but not included will be subject to additional costs to the Customer. THE COMPANY MAKES NO GUARANTEE, EITHER EXPRESSED OR IMPLIED, THAT PROPOSAL PRICING IS ALL INCLUSIVE.

4. **ANNUAL SERVICES.** Annual Services are the recurring fees for software or Services required to operate, maintain, or support Customer's product and/or software; including but not limited to annual support fees, Software-as-a-Service (or "SaaS") licensing fees, server or data hosting and licensing fees, or any fee requiring a fee for service. Unless otherwise agreed upon in writing between the Company and Customer, annual subscription services will automatically renew annually and will be subject to an automatic annual escalation to the antecedent annual fee imposed by the Supplier.

5. **TAXES AND FEES.** All prices quoted are exclusive of federal taxes, state taxes, municipal taxes, tariffs, duties, and other government-imposed fees (collectively the "Taxes and Fees") related to the procurement, installation, and delivery of materials and equipment. Customer shall be liable for all Taxes and Fees imposed upon the Goods purchased under this Agreement. Taxes and Fees will be added to each applicable invoice and are the responsibility of the Customer. If Customer is exempt from sales tax, Customer is required to provide all applicable tax exemption documentation at the time of purchase. Any changes in Taxes and Fees during this Agreement may result in adjustments to the final invoice accordingly.

6. **PAYMENT TERMS.** Customer shall pay all undisputed invoices in US Dollars within thirty (30) days of the invoice date. The Company reserves the right to establish credit limits for Customer and may require full or partial payment prior to provisioning of any Goods. All payments shall be made via credit card (VISA or MasterCard), check or electronic ACH payment. In the event of dispute, Customer must notify the Company, in

writing, within seven (7) days of receipt of an invoice. Notwithstanding, if Customer fails to pay any non-disputed invoice within 30 days of the invoice date, the Company may, in its sole discretion, 1) assess late fees in the amount of one (1) percent per calendar day past due or the highest rate permitted by law, 2) place Customer on "credit hold" and withhold or suspend, in whole or in part, current or future orders or business Services, including without limitation the Annual Services; until Customer has paid all delinquent amounts plus any applicable late fees to the Company. Further, the Company may, in its sole discretion, transfer delinquent invoices to a third-party collections agency. In such event, Customer will be responsible for all fees assessed, including reasonable attorney fees, to collect Customer debts.

7. **PRODUCT LEAD TIMES.** All purchase orders will be prioritized and fulfilled in the order received. Stock orders will be fulfilled in the most expeditious means available. Non-stock or special order Goods delivery times will be subject to availability and Supplier lead times.

8. **PACKAGING.** The Company reserves the right to select the manner in which Products are packaged. Quoted prices include standard packaging. Special requirements for packaging will be subject to additional charges.

9. **SHIPPING AND HANDLING.** All Products will be shipped Freight on Board (FOB) Destination Freight Prepaid and Added. The Company will ship all Products using the most economical ground transportation service. Expedited shipments, such as "next day" or "second day", will be at the Customers expense unless otherwise agreed upon by the Company. All applicable shipping and handling charges will be included on the Company's invoice to the Customer. The Company does not guarantee and therefore will not be liable for any delays in shipment.

10. **FREIGHT.** Oversized Product(s) or bulk orders will be shipped on standard Less-Than-Truckload ("LTL") freight carriers when applicable. The Customer is required to provide the necessary equipment required (i.e. loading dock, fork lift, pallet jack, etc.) to unload the shipment upon arrival. If the Customer does not have access to equipment necessary to unload the Product(s), Customer must inform the Company in advance and prior to shipment. Customer will be responsible for any additional cost(s) or fee(s) incurred for special handling requirements.

11. **FREIGHT ALLOWANCE.** Single Sensus product orders exceeding \$80,000 will be shipped FOB Freight Allowed unless otherwise specified and agreed upon in writing. Freight allowance is only applicable to single orders shipped complete. Partial shipments must be specified in writing at the time of order placement. The Company reserves the right to refuse freight allowance and/or bill partial freight costs on final invoice.

12. **TITLE.** Title of Product(s) shall transfer to customer on the date of delivery to Customer's premises.

13. **LOSS OR DAMAGE CLAIMS.** The Customer is responsible for reporting lost or damaged Products as a result of improper packaging and/or handling to the Company within fifteen (15) business days. Claims may become void if made more than fifteen (15) business days after the product shipment date. Damaged Product(s) will be returned to the point of origin for inspection. The Company reserves the right to repair or replace product(s) damaged in shipment.

14. **CHANGES OR CANCELLATIONS.** Orders submitted to the Company must be canceled or changed by Customer in writing prior to the shipment of Product(s). The Company reserves the right to invoice shipping charges for orders cancelled after deliverables shipped.

15. **RETURNS.** No Product(s) may be returned for refund without the prior written authorization of the Company. The Company reserves the right to refund the cost of deliverables less a restocking fee and/or shipping and handling charges upon receipt of return product. Refunds will be processed and issued within thirty (30) days from the receipt of the returned product(s). Authorized returns must be received by the Company within six (6) months of the delivery date to the Customer, in "like-new" condition to the Company's designated receiving point, must be shipped in original or suitable packaging, must be accompanied by a packing slip, including the Company's return authorization number, and must have transportation charges prepaid. All returned product(s) will be inspected upon delivery for any indication of use or damage. Customer will be responsible for returning the product(s) to the Company's designated distribution warehouse and any cost(s) incurred to repack and/or shipping carrier fees. Customer will be responsible

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for any damages incurred during shipment. The Company reserves the right to refuse Product(s) which have been installed, used, or otherwise returned in any condition other than new. The Company reserves the right to deduct an adequate service charge to cover all inspection, testing and handling from any return.

16. **RESTOCKING FEE.** Return Product(s) are subject to a twenty-five percent (25%) restocking fee. Special order Product(s), including but not limited to: meter reading equipment, infrastructure, or any Product(s) requiring a unique configuration, are subject to fifty percent (50%) restocking fee. Due to the custom configuration of electric meters, all electric meter sales are final.
17. **OBSOLESCENCE.** The Company shall not be held liable for planned or unplanned obsolescence of product(s), parts, or software discontinued by any Supplier.
18. **PRODUCT WARRANTIES.**

18.1. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND SOFTWARE ARE PROVIDED BY THE COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; HOWEVER, ANY SUPPLIER WARRANTIES RECEIVED BY THE COMPANY FROM ITS SUPPLIERS SHALL BE PASSED ONTO CUSTOMER.

18.2. The Company warrants that the Services provided by the Company will be performed in a professional and workmanlike manner with a degree of care, skill and competence that is consistent with the then generally accepted industry standards reasonably expected of similar types of engagements and the Goods will substantially conform to the Goods specified in the applicable Proposal.

18.3. The Company further warrants that the Product(s) furnished shall be provided to the best of the Company's reasonable ability and in accordance with the information and data provided by Customer in the preparation of the Proposal. The Company makes no representation, warranty, or covenants that the Product(s) furnished will be fully identical or compatible with the make, model, or type required by Customer's specifications.

18.4. **Standard Supplier's Warranty.** Where available, standard Supplier warranties shall apply to all software, service(s), and product(s) furnished by the Company's third-party Suppliers. Nothing in these Terms shall be construed to amend, extend, enhance, or limit the supplier warranties offered unless such change has been expressly offered by the Supplier in writing and duly accepted by the parties under separate agreement.

18.5. **Meter Services Warranty.** This Meter Services Limited Warranty covers the Meter Services (defined below) furnished under Agreement and in accordance with the terms and conditions as follows:

A. Definitions.

- I. "Meter Services" means the installation or exchange of certain residential, commercial, or industrial water, electric, or gas utility meter(s) as provided by the Company or its subcontractor and pursuant to the services performed under agreement.
- II. "Service Account" means Customer's physical property to which Customer provides a Utility Service.
- III. "Utility Service" means the water, electric, and/or gas service offered and provided by Customer as applicable.
- IV. "Worksite" means the actual area of work at the Service Account where the utility meter is located.

B. General Conditions.

- I. The Company warrants that the Meter Services will be performed in a professional and workmanlike manner, exercising discretion in determining the appropriate degree of care, skill, and competence, and aligning with industry standards and codes to the extent reasonably practicable for similar type work.

- II. The warranty is valid for a period of thirty (30) calendar days from the date the Meter Services were performed (the "Warranty Period").
- III. The warranty is limited to the actual work performed by the Company or its subcontractors and does not include work performed by third parties not hired by the Company.
- IV. The Company reserves the right, at its sole discretion, to inspect the Worksite and determine the appropriate course of action to address any warranty defect. If a claim for damage or defect is determined not to be covered by the warranty, the Company may invoice the Customer for any and all costs incurred in inspecting the Worksite. The Company's liability to the Customer under this warranty is strictly limited to, at the Company's option, the repair or correction of the defective Meter Services, and the Company shall not be liable for any other damages or costs.
- V. This warranty is limited to the labor provided to perform the Meter Services and does not include labor to replace manufacturer defects unless such defect was actually caused by the Company's or its subcontractor's negligence.

C. Water Utility Service.

- I. The warranty is limited to the actual area of work: 1) within the meter box (exterior meter sets); or 2) end-to-end between the meter couplings (interior meter sets).
- II. Customer acknowledges and agrees the Company may be unable to reasonably identify the presence or threat of potential or pre-existing damages or defects to the Customer's or property owner's service line. The Company does not warrant against damage or defect(s), whether or not such damage or defect was known, of the materials currently installed at the Service Account; including but not limited to the utility meter, service line piping, meter couplings, fittings, galvanized lines or fittings, curb stops, shut off valves, meter risers, meter setters, meter boxes or meter box lids, adjacent utilities lines in or around the utility meter, or other similar materials installed by others which have or may fail during the Meter Services due to age, normal wear and tear, deterioration, defect, deflection caused by ground shift, service line spring, high pressure or repressurizing of the water service, non-compliance with current industry regulations or codes, negligence, tampering, or lack of proper or routine maintenance.
- III. Customer acknowledges and agrees that the temporary disconnection of the water Utility Service to conduct the Meter Services, and any subsequent restoration or pressurization of the water service, may introduce dirt or loosen service line debris (including but not limited to hard water, scale, sediment, etc.) into the service line. Such occurrences shall not constitute a material breach of this Agreement or negligence on the part of the Company. The Company shall not be liable for any damage or defects to household fixtures, including but not limited to water heaters, water softening or filtration systems, Sloan valves, appliances, water pressure, electronics, or any other related appurtenances that rely on the water Utility Service provided by Customer. Customer further agrees to indemnify, defend, and hold harmless the Company from any claims, liabilities, or damages arising from such occurrences.

D. Electric Utility Service.

- I. The warranty is limited to the actual area of work contained within the electrical meter box.

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- II. The Company does not warrant against damage or defect to electrical equipment including but not limited to wiring, conduit, wire nuts, relays, sockets, main switch, fuses and circuit breakers such as the residual current device (RCD), or other similar materials installed by others and contained within the meter box which may fail during the Meter Services due to age, normal wear and tear, deterioration, defect, non-compliant with current industry regulations or codes, negligence, tampering, or lack of proper or routine maintenance. Further, the Company does not warrant against damage or defect caused by hot sockets, overcurrent, electrical arcing, or external factors such as electrical surges.
 - III. Customer acknowledges and agrees that the electric Utility Service will be temporarily disconnected to conduct the Meter Services. The Company shall not be liable for any damage, defect, or loss to household fixtures, including but not limited to fuse and circuit panels, wiring, receptacles and switches, appliances, electronics, lighting, or any other related appurtenances that rely on the electric Utility Service provided by Customer and may become damaged, defective, or otherwise affected due to the electrical Utility Service disruption. Customer assumes all risks associated with such disruption and agrees to indemnify, defend, and hold harmless the Company from any claims, liabilities, or losses arising therefrom.
- E. Gas Utility Service.
- I. The warranty is limited to the actual work performed to exchange or retrofit a gas index or SmartPoint to the existing gas meter. The Company will not disconnect the gas Utility Service or perform any other service to the existing gas utility meter during the Meter Service.
- F. Limitations.
- I. The Company does not warrant against defects to the work resulting from tamper, vandalism, negligence, "Acts-of-God", pre-existing or uncontrollable conditions, or any service work or repair performed by third parties not hired by the Company.
 - II. Unless otherwise expressly provided herein, neither the Company, nor any of its suppliers, vendors, licensors, subcontractors, including employees, agents, or assigns thereof, warrants that the operation of the services will be uninterrupted or error free. Further, neither the Company, nor any of its suppliers, vendors, licensors, subcontractors, including employees, agents, or assigns thereof, will be responsible for (i) lost revenue, including revenue lost from third parties, persons, or entities, such as bills for electricity, lighting, gas, or water consumption; (ii) any In/Out Costs, where "In/Out Costs means any and all costs and expense incurred by Customer in transporting goods between Customer's warehouse and Service Account, including any and all costs and expenses incurred in installing, uninstalling, and removing goods; and (iii) any manual meter reading costs and expenses.
 - III. The Company, nor any of its suppliers, vendors, subcontractors, or assigns including employees, agents, or assigns thereof, shall not be responsible for any Service Account in which it's occupant(s) rely on the Utility Service for medical reasons, including proper function of certain medical equipment, and such Service Accounts have not been previously disclosed by Customer to the Company. In avoidance of doubt, the Company expressly disclaims liability for Service Accounts which require Utility Services to operate certain medical equipment including but not limited to breathing machines, respiratory devices, ventilators, cardiac pumps, apnea monitors, feeding equipment, dialysis, communication devices, or other similar devices. Customer will provide the Company with a list of all known or suspect Service Accounts which rely on constant Utility Services to operate medical equipment in advance of the Meter Services. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE STATE LAW(S), CLIENT SHALL HOLD THE COMPANY, ITS SUPPLIERS, SUBCONTRACTORS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AND ASSIGNS HARMLESS FROM ANY AND ALL LOSSES, COSTS, FINES, PENALTIES, DAMAGES, AND OTHER AMOUNTS (INCLUDING REASONABLE ATTORNEY FEES) INCURRED BY, ASSESSED AGAINST, OR IMPOSED ON THE COMPANY AND ARISING FROM OR IN CONNECTION WITH ANY AND ALL THIRD PARTY SUITS, CLAIMS, ACTIONS OR DEMANDS FOR (I) PERSONAL INJURIES, DEATH OR (II) DAMAGE TO TANGIBLE PERSONAL AND REAL PROPERTY CAUSED BY CLIENT'S FAILURE TO COMPLY WITH THIS SECTION.
- G. LIMITATIONS AND DISCLAIMERS OF LIABILITY.
- I. LIMITATIONS. Unless otherwise expressly provided herein, neither the Company nor any of its service providers, licensors, employees or agents warrant that the operation of the Services will be uninterrupted or error free. The Company will not be responsible for any damages that Customer may suffer arising out of use, or inability to use, the Services, except to the extent such damages are directly caused by the Company's gross negligence or willful misconduct.
 - II. DISCLAIMER OF CERTAIN DAMAGES. IN NO EVENT SHALL ANY PARTY HAVE ANY LIABILITY TO ANOTHER PARTY HERETO FOR ANY LOST PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF USE, COSTS OF COVER, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT, WARRANTY OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, EXCEPT TO THE EXTENT SUCH DAMAGES ARE DIRECTLY CAUSED BY THE COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
19. RETURN MATERIAL AUTHORIZATION. Product(s) returned for warranty and in accordance with Standard Supplier's Warranty will be returned directly to the Supplier unless otherwise instructed by the Company. Customer shall submit a list of defective items with description of failure, Product(s) type(s), model(s), serial number(s) or identification number(s), and any additional pertinent information requested by the Company to identify the product in Excel format to rma-norcal@aquametric.com; rma-socal@aquametric.com; rma-texas@aquametric.com; or rma-louisiana@aquametric.com. The Company will generate a Return Material Authorization ("RMA") form for the Customer to include with the Product(s) shipment to the Supplier. Customer will be responsible for any cost(s) incurred to return the Product(s) to the Supplier for warranty claims.
20. FORCE MAJEURE. The Company shall not be held liable for delay, suspension, or cancellation in fulfilling or failure to fulfill its obligations under this Agreement, if such delay or failure is caused by events beyond the Company's reasonable control, including, without limitation, natural calamity, acts of God, terrorist events, pandemic, epidemic, strikes, lockouts or labor disruption, wars, riots or embargo delays, government allocations or priorities, shortages of transportation, fuel, labor, or materials, inability to produce or procure the products or raw materials, or any other circumstance or cause, including unforeseen cost(s) imposed upon the Company by its Suppliers or governmental mandate to furnish the Goods which may arise from circumstances beyond the Company's reasonable control.
21. LIMITATION OF LIABILITY.
- 21.1. THE COMPANY'S AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR

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TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO THE COMPANY UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH THE CLAIM IS BROUGHT, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

- 21.2. AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, THE COMPANY'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. THE COMPANY SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE, INCLUDING REVENUE LOST FROM THIRD PARTIES, PERSONS, OR ENTITIES, SUCH AS BILLS FOR ELECTRICITY, LIGHTING, GAS, OR WATER CONSUMPTION; NOR (III) ANY IN/OUT COSTS; NOR (IV) CLAIMS MADE BY A THIRD PARTY; NOR (V) MANUAL METER READ COSTS AND EXPENSES. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.
- 21.3. The limitations on liability set forth in this Agreement are fundamental inducements to the Company entering into this Agreement. They apply unconditionally and in all respects and shall be interpreted as broadly as possible to afford the Company the maximum protection permitted under law. To the fullest extent permitted by law, no Cause of Action may be instituted by Customer against the Company more than six (6) months after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than six (6) months prior to the filing of the Cause of Action shall be recoverable. If Customer is not the sole end user and ultimate owner of the Deliverables, then Customer shall ensure by its contract with the end user and ultimate owner (collectively, "Owner") that the Company is given the benefit of the exclusions and limitations set out in these Terms. To the maximum extent permitted by law, Customer agrees to indemnify, defend, and hold harmless the Company from and against any and all claims, liabilities, losses, damages, costs, and expenses, including attorney's fees, arising from or related to any Owner's claims, to the extent that the Company would not be liable to Customer under these Terms if the claim had been made by Customer.
22. INDEMNIFICATION. To the maximum extent permitted by law, Customer agrees to defend, indemnify, and hold the Company harmless from any and all losses, costs, fines, penalties, damages, and other amounts, including reasonable attorney fees (collectively the "Losses"), incurred by, assessed against, or imposed on the Company arising from or in connection with Customer's use of the Goods, regardless of whether such Losses were caused in part by the Company's actions or omissions, except to the extent such Losses were solely and directly caused by the Company's willful misconduct or gross negligence.
23. CONFIDENTIAL INFORMATION. As used herein, "Confidential Information" refers to any non-public, proprietary, or sensitive information disclosed by one party to another party in connection with this Agreement, whether in written, oral, electronic, or any other form. Confidential Information includes without limitation business plans, strategies, financial data, pricing, contracts, trade secrets, proprietary technology, software, technical specifications, Customer data (such as billing account data, payment information), Supplier information, employee information, and any other work product or information marked or reasonably understood to be confidential. Each party shall hold the other party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties other than to consultants or contractors, subject to similar terms of confidentiality, when disclosure is necessary for the purposes set forth herein, nor use the other party's Confidential Information for any purpose other than the purposes set forth under this Agreement. The foregoing restrictions on disclosure shall not apply to information which is: (i) already known by the public, (ii) becomes, through no act or fault of the recipient, publicly known, (iii) received by recipient from a third party without a restriction on disclosure or use, (iv) independently developed by recipient without reference to the other party's Confidential Information, or (v) is a public record under applicable laws, subject to the terms of this Section. The Customer will maintain the confidentiality of all Company Confidential Information, and the Company will maintain the confidentiality of all Customer Confidential Information, with each party taking all reasonable precautions to protect the same, and at a minimum taking those precautions used to protect its own Confidential Information from unauthorized use or disclosure.
24. ASSIGNMENT. Customer may not assign, transfer or delegate this Agreement or any part of Customer's rights or duties without prior written consent of the Company. Any attempted assignment in violation of this section shall be null and void.
25. GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. In the event of any dispute arising out of or relating to this Agreement, the parties agree that jurisdiction and venue shall be proper in the state and federal courts of California, or, where applicable, in the state where the transaction giving rise to the dispute occurred. The parties shall first attempt to resolve the matter through an informal dispute resolution process by making a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties shall submit the matter to non-binding mediation. If no resolution is reached after having completed these steps in good faith, any legal action shall be brought in the state or federal courts located in California, and both parties consent to the exclusive jurisdiction and venue of such courts unless otherwise agreed.
26. COMPLIANCE WITH LAWS. Customer shall at all times comply with all applicable laws and regulations, as they exist at the time of acceptance and as they may be amended, changed, or supplemented. Customer shall not take any action or permit any action by a third party that could result in the Company being held liable for any violation of applicable laws. Customer shall perform its obligations under this Agreement in strict compliance with all Laws applicable to Customer's business, activities, and facilities. "Laws" shall include and refer to any and all federal (national), state, provincial, municipal, or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, and any and all directives of regional legislative and regulatory bodies and implementing legislation, as well as rules and regulations of any self-regulatory organization by which any party may be bound. Customer agrees to indemnify, defend, and hold harmless the Company from and against any and all claims, liabilities, losses, damages, costs, and expenses arising from or related to Customer's failure to comply with this clause.
27. SEVERABILITY. In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
28. NON-WAIVER. The failure, delay, or partial exercise by the Company in exercising any right, power, or privilege under this Agreement shall not be construed as a waiver of any such right, power, or privilege, nor shall it preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. Any waiver by the Company must be in writing and signed by an authorized representative of the Company to be effective.