

LABWARE MOBILE DEVICE REGISTRATION AGREEMENT

This LabWare Mobile Device Registration Agreement (“**MDRA**”), is entered into by and between LabWare, Inc. (“**LabWare**”), a Delaware Corporation, and having offices at 3 Mill Road, Wilmington Delaware 19806, and Oklahoma City Water Utilities Trust (OCWUT), having offices at 420 W. Main, Suite 500, Oklahoma City, OK 73102, subscribing to LabWare Mobile. LabWare and Customer are sometimes referred to herein collectively as the “**Parties**” and individually as a “**Party**”. Capitalized terms used herein, but not otherwise defined herein, shall have the meanings assigned thereto in the Agreement.

In consideration of the mutual agreements set forth herein and other good and valuable consideration, the Parties hereby agree as follows:

DEFINITIONS

- **Authorized Users** – Shall mean employees, consultants or contractors of Customer or third-parties authorized by Customer with permission to use LabWare Mobile on a device pursuant to the End-User License Agreement and this agreement.
- **Capacity** – Shall mean the number of registered devices authorized for access to LabWare Mobile.
- **Customer Content** – Shall mean content that is defined by the Customer, such as definitions of subroutines, analyses, templates, bitmaps, mobile tasks as well as dynamic data such as samples, tests and results.
- **Effective Date** – Shall be the date on which the second of the parties hereto has executed this MDRA.
- **LabWare Mobile (“Mobile”)** – Shall mean any LabWare-supplied application to be used on a mobile device, regardless of device or operating system. This includes the mobile-specific modules that run on the LabWare LIMS server.
- **Order** – The document which states the number of registered devices, the subscription fees and date the subscription commences.
- **Primary Purpose** - The Primary Purpose of the LabWare Mobile Application is a product that executes tasks on a device. These tasks are defined using LabWare LIMS/ELN.
- **Quotation** – The document provided by LabWare to Customer offering a subscription to Mobile. The Quotation and the terms and conditions within is incorporated into this Agreement, along with the Order, to complete the entire agreement.
- **Registered Device** – Shall mean authorized device(s) granted access for use of LabWare Mobile.

- **Verified Device** – Shall mean mobile devices, such as iOS and Android phones and tablets, that have been verified by LabWare to perform to an acceptable level with the LabWare Mobile Application.

1. TERMS OF USE

1.1. Primary Purpose. Any use of Mobile by Customer for any purpose other than the Primary Purpose is strictly prohibited.

1.2. Subscription. Pursuant to the terms and conditions of this Agreement, Customer hereby subscribes for LabWare Mobile. Under the provisions of this Agreement, LabWare shall grant to Customer a nonexclusive and nontransferable license to use Mobile on devices, equipment and systems owned, leased, rented, operated or otherwise controlled by Customer for the term of the subscription. The LabWare Mobile subscription includes a license file (!MobileLicense.sll) with a designated capacity of registered devices. LabWare Device Registration Manager reads the encoded capacity, and allows Customer to manage which devices are enabled for LabWare Mobile use. Use of the subscription license shall be subject to a capacity limitation, expressed as the number of authorized registered devices subscribed. Customer may add capacity at any time by subscribing to additional device registrations at a fee to be agreed to by the parties.

1.3. Authorized User Limitation. Customer's use of Mobile will be limited to the number of registered devices the Customer has subscribed and paid for pursuant to executed Order.

1.4. Subscription Term. Customer will subscribe to Mobile for a period of twelve (12) months. The subscription can be renewed prior to the end of the subscription period or the subscription will expire if Customer has not renewed the subscription prior to the end of the subscription period.

1.5. Third-Party Technology. Customer acknowledges that access to and use of Mobile may require internet or intranet access and the use of devices, equipment, operating systems, software applications, technology and/or other services that are not provided by LabWare and are not part of Mobile. LabWare assumes no responsibility or liability for Customer's internet or intranet access or any such third-party devices, equipment, operating systems, software applications, technology or services.

1.6. Restrictions. Customer shall not permit anyone to (a) copy or republish all or any portion of any LabWare Products and Services, including without limitation any application, (b) make Mobile available to any Person other than Authorized Users or make any other LabWare Products and Services available to any Person other than Customer's Authorized Users, (c) use or access Mobile to provide service bureau, time-sharing or other computer hosting services to any third party, (d) modify or create any derivative work based upon any LabWare Products and Services, (e) remove, modify or obscure any copyright, trademark or other proprietary notices contained in any LabWare Documentation, LabWare Materials or any application, (f) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of any application, (g) use any LabWare Products and Services to build a similar product or competitive product, or (h) transmit any content or data that is unlawful or infringes any intellectual property.

2. LABWARE RIGHTS AND RESPONSIBILITIES

2.1. Security. Without limiting any other provisions herein, LabWare shall use commercially reasonable security measures in providing Mobile.

2.2. Modifications. Mobile and any applicable policies may be modified by LabWare from time to time in its sole discretion. LabWare will, in most cases, notify Customer of any modification, which notification may be provided by email or through other electronic means. LabWare may make the modification and notify Customer at a later date. Any change to Mobile or policies will not substantially reduce the functionality or security of Mobile.

2.3. Suspension of Mobile. LabWare reserves the right to suspend or revoke Customer's use of Mobile if LabWare reasonably determines that continued use by Customer or any of Customer's Authorized Users may result in material harm to LabWare, LabWare's other customers or any other person. LabWare will promptly notify Customer of any such suspension or revocation and the Parties shall diligently attempt to resolve the issue. LabWare shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to any such suspension or revocation of Mobile.

3. CUSTOMER RIGHTS AND RESPONSIBILITIES

3.1. Assistance. Customer shall provide any information and assistance reasonably requested by LabWare to enable LabWare to perform its obligations hereunder, including without limitation providing Customer Content in an electronic file format specified and accessible by LabWare.

3.2. Monitoring. Customer shall monitor the access and use of Mobile by its Authorized Users. Customer shall (a) promptly report to LabWare any unauthorized access or use of Mobile, (b) use all commercially reasonable efforts to prevent and stop any unauthorized use of Mobile, and (c) ensure that no false or misleading information is provided to gain access to or use Mobile. Customer shall be solely responsible for the acts and omissions of its Authorized Users and LabWare shall have no liability for any loss or liability caused directly or indirectly by the Customer's Authorized Users or other Representatives, including loss of data or functionality.

3.3. Customer Devices. Customer shall ensure all Registered Devices and all Verified Devices have an iOS or Android version that is fully supported by the device manufacturer for that device model. Devices must not be "jailbroken" or "rooted," which is the process of removing software restrictions imposed by Apple, Google and various device manufacturers.

3.4. Customer Content. Without applying limitations to the contents of Section 4 of this agreement, Customer is solely responsible for all Customer Content, and Customer acknowledges that LabWare exercises no control over Customer Content. Customer shall ensure that no Customer Content (a) includes anything that infringes or misappropriates any intellectual property of any Person, or (b) contains anything that is obscene, defamatory, harassing, offensive or malicious. Customer Content will only be used by LabWare to provide assistance to Customer

pursuant to Section 3.1 of this Agreement. LabWare will not use Customer Content for any other purpose and will not provide Customer Content to any other party.

3.5. License from Customer. Subject to the terms and conditions of this Agreement, Customer grants to LabWare and its Representatives a limited, non-exclusive license, to copy, store, configure, perform, display, process and transmit Customer Content solely as necessary to provide Mobile. Upon expiration of this Agreement LabWare shall delete or destroy any Customer Content that is still in LabWare's possession.

4. DATA PRIVACY AND PROTECTION

4.1. Personal Data. Customer hereby acknowledges and agrees that LabWare's performance of its obligations under this Agreement may require LabWare or its Representatives to process, transmit and/or store Personal Data of Customer, Customer's Representatives and/or Customer's customers. By submitting any such Personal Data to LabWare, Customer agrees that LabWare and its Representatives may process, transmit and/or store such Personal Data to the extent necessary for, and for the purpose of, enabling LabWare to perform its obligations under this Agreement.

IN RELATION TO ALL PERSONAL DATA PROVIDED BY OR THROUGH CUSTOMER TO LABWARE, CUSTOMER WILL BE RESPONSIBLE AS SOLE DATA CONTROLLER FOR COMPLYING WITH ALL APPLICABLE DATA PROTECTION OR SIMILAR LAWS AND LAWS THAT REGULATE THE PROCESSING OF PERSONAL DATA AND SPECIAL CATEGORIES OF DATA. CUSTOMER AGREES TO OBTAIN ALL NECESSARY CONSENTS AND MAKE ALL NECESSARY DISCLOSURES BEFORE INCLUDING PERSONAL DATA IN CUSTOMER CONTENT AND USING MOBILE. CUSTOMER CONFIRMS THAT CUSTOMER IS SOLELY RESPONSIBLE FOR ANY PERSONAL DATA THAT MAY BE CONTAINED IN CUSTOMER CONTENT. CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING THE PURPOSES AND MEANS OF PROCESSING PERSONAL DATA BY LABWARE UNDER THIS AGREEMENT, INCLUDING THAT SUCH PROCESSING ACCORDING TO CUSTOMER'S INSTRUCTIONS WILL NOT PLACE LABWARE IN BREACH OF APPLICABLE DATA PROTECTION LAWS.

4.2. Data Processing Addendum. Customer is solely responsible for ensuring that the applicable parties enter into any necessary additional agreements or consents as required by applicable data protection laws. To the extent Customer is established in the European Economic Area ("EEA"), the UK or Switzerland, or to the extent the EU or UK General Data Protection Regulation otherwise applies to Personal Data contained in Customer Content, LabWare's processing of such data will comply with the applicable version of LabWare's Data Processing Addendum ("DPA"). The current version of the DPA is available at <https://www.labware.com/terms-0321>. In the event of any conflict between the terms of the DPA and this Agreement or LabWare Documentation, the terms of the DPA will take precedence.

5. OWNERSHIP RIGHTS

5.1. LabWare Ownership. LabWare is not granting to Customer any other access, use or ownership rights in and to any LabWare Products and Services. LabWare and its applicable Representatives shall own all right, title and interest in and to all Mobile, LabWare Software, Consulting Services, LabWare Documentation, LabWare Materials and all other deliverables provided by LabWare or its Representatives under this Agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein. The LabWare Software covered by this Agreement, including without limitation, all copies thereof and passwords therefore and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and/or appurtenant thereto, shall remain the property of LabWare and shall only be licensed to Customer for authorized use as described in this Agreement. Customer shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the LabWare Software, including Mobile, each being confidential information of LabWare and the sole and exclusive property of LabWare. Any right not expressly granted to Customer by this Agreement is hereby expressly reserved by LabWare. All LabWare Software, including Mobile, is protected by United States copyright laws and international treaty provisions. Customer agrees to secure and protect the LabWare Software, including Mobile, in a manner consistent with the maintenance of LabWare's right therein, and in accordance with the terms of this Agreement, and to take appropriate action by instruction or agreement with its employees, or authorized contracted staff, who are permitted access to the LabWare Software, including Mobile, to satisfy its obligations hereunder. Customer shall cooperate with and assist LabWare in identifying and preventing any unauthorized use, copying or disclosure of the LabWare Software, including Mobile. Without limitation of the foregoing, Customer shall advise LabWare immediately in the event Customer learns or has reason to believe that its employees have violated or intends to violate the confidentiality of the LabWare Software, including Mobile, or the proprietary rights of LabWare, and Customer will, at Customer's expense, cooperate with LabWare in seeking injunctive or other equitable relief against any such employee. Customer acknowledges that the disclosure of any aspect of the LabWare Software, including Mobile, or any other confidential information referred to herein, or any information which at law or equity ought to remain confidential, will immediately give rise to continuing irreparable injury to LabWare inadequately compensable in damages at law, and LabWare shall be entitled to obtain immediate injunctive relief against the breach or threatened breach of any of the foregoing confidentiality undertakings, in addition to any other legal remedies which may be available and Customer hereby consents to the obtaining of such injunctive relief.

5.2. Non-Assertion of Rights. Customer covenants, on behalf of itself and its successors and assigns, not to assert against LabWare or its Representatives any rights, or any claims of any rights, in any LabWare Software, Mobile, LabWare Materials, LabWare Documentation, or Consulting Service.

5.3. Customer Ownership. Notwithstanding Section 5.1, Customer retains all rights in and related to the Customer Content.

6. FEES, PAYMENT AND TAXES

6.1. Access and Use Fees. Customer hereby agrees to pay the subscription fees to LabWare as stated in the executed Order.

6.2. Invoicing and Payment. LabWare will invoice Customer for the foregoing fees for Mobile or any related Consulting Service as authorized by the issuance of a Purchase Order by the Customer, if applicable, on an annual basis. All invoices shall be due and payable in advance of the subscription term in accordance with the Agreement. All invoices are due and payable within thirty (30) days from the date of the invoice, unless otherwise specified in the Quotation (the “**Invoice Due Date**”).

6.3. Fees and Taxes. LabWare’s fees for Mobile do not include any applicable taxes or governmental fees. Customer is responsible for any and all taxes or fees assessed by any taxing or governmental authority relating to Mobile, other than taxes based on the income of LabWare. LabWare may (but shall not be obligated to) to include any such taxes or fees in its invoices if applicable law requires LabWare to collect and remit such amounts to any taxing or governmental authority. Customer shall indemnify and defend, at Customer’s expense, LabWare from and against any and all claims relating to taxes and fees owed by Customer.

7. CONFIDENTIALITY

7.1. Obligation to Maintain Confidentiality. With respect to all Confidential Information of the other Party, LabWare and Customer each agrees to hold in strictest confidence any information disclosed to it by the other according to the following terms and conditions:

a. Confidential Information. As used in this Agreement, “Confidential Information” means all nonpublic information disclosed by or relating to either party hereto that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes (i) all nonpublic information relating to either of the parties hereto, contracts with third party licensees, business plans, promotional and marketing activities, finances and other business affairs, and (ii) all third-party information that either party is obligated to keep confidential and (iii) the Customer Content. Confidential Information may be contained in tangible materials, such as contracts, drawings, data, specifications, and reports, or may be in the nature of unwritten knowledge.

b. Exclusions. Confidential Information does not include any information that (i) is or becomes publicly available without breach of this Agreement, (ii) can be shown to have been known to one party at the time of its receipt from the other party, (iii) is received from a third party who did not acquire or disclose such information by a wrongful or tortious act, or (iv) can be shown to have been independently developed by the other party without reference to any Confidential Information subject to this Agreement.

c. Use of Confidential Information. The parties may only use Confidential Information in the business relationship with each other. Except as provided in this Agreement, neither party will disclose Confidential Information of the other to anyone

without the other's prior written consent. Each party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including those measures it takes to protect its own confidential information of a similar nature. Each party will segregate Confidential Information from the confidential materials of third parties to prevent commingling.

d. Personnel. Each party will use its best efforts to ensure that its employees, affiliates, agents, contractors, and other third parties will comply with this Agreement.

e. Disclosures to Governmental Entities. Either party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it, provided that the party:

- (i) gives the other party prior written notice sufficient to allow the other party to seek a protective order or other appropriate remedy,
- (ii) discloses only such information as is required by the governmental entity, and
- (iii) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

f. Ownership of Confidential Information. All Confidential Information will remain the disclosing party's exclusive property.

g. Return of Confidential Information. Both parties will return or destroy all tangible materials embodying Confidential Information in any form including copies and excerpts of Confidential Information promptly following the other parties written request, except for a single copy that may be retained by the receiving party's legal department for record keeping purposes only.

7.2. Scope; Termination. This Section 7 of the Agreement is intended to cover Confidential Information received by either party both prior and subsequent to the date hereof with respect to pursuance of the business relationship contemplated herein. This section of the Agreement automatically will terminate upon termination of the Agreement, except that the obligations not to disclose the Confidential Information shall continue for a period of five (5) years from the termination date.

8. WARRANTIES

NO WARRANTY: CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREE THAT USE OF MOBILE IS AT CUSTOMER'S SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MOBILE AND ANY SERVICES PERFORMED OR PROVIDED BY LABWARE ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND LABWARE HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO MOBILE AND ANY SERVICES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A

PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LABWARE OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY.

Customer agrees that subscription to Mobile is not dependent or contingent on delivery of future functionality, public or private comments, or advertising of LabWare.

9. PROPERTY RIGHTS

9.1. Any right not expressly granted to Customer by this Agreement is hereby expressly reserved by LabWare. Nothing contained herein shall be construed to give Customer any rights in LabWare's software, including Mobile, or any new releases, upgrades, interim or permanent fixes, enhancements and improvements to the operation and functionality of the LabWare software, including Mobile. In the course of performing the services provided for herein, Customer acknowledges and agrees that LabWare may use enhancements, processes, methods, designs and know-how whether or not copyrightable or patentable, that were conceived and/or developed by LabWare during the course of other engagements. In addition, LabWare may independently develop enhancements, methods, designs or know-how during the term of this agreement and Customer acknowledges that LabWare may use such enhancements, processes, methods, designs and know-how in its business operations with other customers, provided that such usage does not utilize any of Customer's confidential information.

10. INDEMNIFICATION

10.1. Indemnification by LabWare. LabWare shall indemnify Customer against all losses, damages and expenses (including reasonable attorneys' fees) incurred by Customer in connection with a successful claim by a third party against Customer that Mobile infringes the intellectual property of such third party; provided, that LabWare shall have no liability for any claims or losses based on (a) the Customer Content, (b) modification of Mobile not authorized by LabWare, or (c) use of Mobile other than in accordance with the LabWare Documentation and this Agreement. If a third party alleges that Mobile infringes the intellectual property of such third party, LabWare may, at its sole option and expense, procure for Customer the right to continue use of Mobile, modify Mobile in a manner that does not materially impair the functionality, or terminate the agreement and repay to Customer any amount pre-paid by Customer with respect to Mobile subsequent to the termination date.

10.2. Indemnification by Customer. To the extent permitted by applicable law Customer shall indemnify and defend LabWare and its Representatives against any losses arising out of a claim by a third party (including any regulatory or governmental agency) (i) alleging that any Customer Content infringes the intellectual property of such third party or (ii) in connection with Customer's violation of the DPA or any data protection law, or any action by Customer that places LabWare in violation of any data protection law.

11. LIMITATION OF LIABILITY

11.1. Liability Cap. Customer agrees that LabWare's aggregate liability to Customer hereunder shall be limited to the fees paid by Customer for Mobile. This aggregate Liability Cap does not apply to or include any intentional acts or omissions, negligence, and misconduct by LabWare.

11.2. Exclusion of Damages. NEITHER PARTY HERETO SHALL HAVE LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES OR FOR LOSS OF PROFITS OR GOODWILL OR WORK STOPPAGE EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND OTHER TORTS

12. TERM AND TERMINATION

12.1. Term. The term of this Agreement shall commence on the Effective Date and shall continue until terminated in accordance with the terms hereof.

12.2. Termination by Expiration. The Agreement will be terminated upon expiration of the subscription term if Customer does not subscribe for an additional term prior to the expiration of the subscription period.

12.3. Termination by LabWare. This Agreement may be terminated by LabWare as follows:

a. By giving written notice of termination to Customer, to take effect immediately, if Customer has used Mobile for any purpose other than the Purpose stated in Section 1.1;

b. By giving thirty (30) days' written notice of termination to Customer if Customer has breached a material term of this Agreement; provided, that, if such breach is capable of cure and Customer cures such breach within such thirty (30) day period to the reasonable satisfaction of LabWare, this Agreement shall not terminate;

c. By giving written notice of termination to Customer if LabWare has provided two notices pursuant to Section 12.3.b. in any twelve (12) month period, regardless of whether Customer has cured any applicable breach;

d. By giving written notice of termination to Customer if Customer transfers, by operation of law or otherwise, or attempts to transfer, without LabWare's written consent, any interest in, or right, privilege or obligation under this Agreement;

e. By giving written notice of termination to Customer if there is a material change, however accomplished, in the direct or indirect ownership or operating management of Customer without LabWare's prior written consent which, in the reasonable opinion of LabWare, impairs Customer's ability to perform its obligations under this Agreement;

f. By giving written notice of termination to Customer if Customer becomes insolvent or is unable to pay its debts as they mature, or if a petition in bankruptcy or receivership (or any similar legal or administrative proceeding) is filed by or against Customer, or if a court appoints a temporary or permanent receiver, trustee, or custodian for the assets of Customer, or if Customer makes an assignment for the benefit of creditors, or if Customer fails for any reason to function in the ordinary course of business; or

g. By giving written notice of termination to Customer if Customer defaults under the terms of any other agreement it has with LabWare or any of its Affiliates.

12.4. Termination by Customer. This Agreement may be terminated by Customer as follows:

a. By giving thirty (30) days' written notice of termination to LabWare if LabWare has breached a material term of this Agreement; provided, that if such breach is capable of cure and LabWare cures such breach within such thirty (30) day period to the reasonable satisfaction of Customer, this Agreement shall not terminate;

b. By giving written notice of termination to LabWare if LabWare becomes insolvent or is unable to pay its debts as they mature, or if a petition in bankruptcy or receivership (or any similar legal or administrative proceeding) is filed by or against LabWare, or if a court appoints a temporary or permanent receiver, trustee, or custodian for the assets of Customer, or if LabWare makes an assignment for the benefit of creditors, or if LabWare fails for any reason to function in the ordinary course of business.

12.5. Effect of Termination. Upon termination of this Agreement, LabWare shall immediately cease providing Mobile, and all rights granted to Customer under this Agreement, shall automatically and immediately terminate. Termination of this Agreement shall not relieve Customer of its obligation to pay for Mobile through the date of termination.

12.6. Survival. Sections 1.6, 2.3.,4., 5., 7., 8., 9., 10., 11., 12., and 13., will survive the termination of this Agreement.

13. MISCELLANEOUS

13.1. Non-Exclusive Service. Customer acknowledges that Mobile is provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict LabWare's ability to provide Mobile or other technology, including any features or functionality first developed for Customer, to other parties.

13.2. Severability. If any word, phrase, clause, section, article, or other provision contained in this Agreement is adjudicated or otherwise found to be against public policy, void or unenforceable, then said word, phrase, clause, section, article or provision shall be modified or amended to; (i) make this Agreement valid and enforceable; and (ii) continue to reflect the original intent of the parties to this Agreement. In the event any word, phrase, clause, section, article, or other provision contained in this Agreement is adjudicated or otherwise found to be against public policy, void or unenforceable and cannot otherwise be modified or amended, the remainder of this Agreement shall remain in full force.

13.3. No Waiver. A waiver of any breach of this Agreement is not deemed a waiver of any other breach.

13.4. Signatures. Electronic signatures that comply with applicable law are deemed original signatures. This Agreement may be executed in multiple counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission (including via pdf) will be effective as delivery of a manually executed counterpart.

13.5. Export Control. Customer acknowledges that LabWare Products and Services may be subject to United States' or other governments' export or import laws and regulations, and any use or transfer of the LabWare Products and Services must be permitted or authorized under those regulations. Customer is solely responsible for ensuring that any export or import of LabWare Products and Services to or from any jurisdiction complies with all applicable laws and regulations. To the extent permitted by applicable law Customer at its own expense shall indemnify, defend and hold LabWare free and harmless from any and all claims, damages, losses, costs, actions and expenses, including attorney's and experts' fees, arising from any breach of the foregoing obligation.

13.6. Audit. LabWare shall have the right, upon forty-eight (48) hour notice, to conduct an audit of Customer to confirm Customer's compliance with the terms of this Agreement. Each audit will be conducted during Customer's normal business hours. LabWare will pay for the cost of performing such audit. Audit information will only be used for purposes of this Agreement, including, without limitation, judicial enforcement of the obligations of Customer.

13.7. Notices. All notices hereunder will be in writing and given when delivered to the address set forth in the Quotation and Order. Notices may be delivered electronically.

13.8. Assignment. Without LabWare's prior written consent, Customer may not assign or transfer this Agreement or any of its rights or obligations to any party. LabWare may assign this Agreement to any of its Affiliates upon written notice to Customer.

13.9. Force Majeure. Except with respect to Customer's obligation to pay for Mobile, each Party upon immediate and timely written notice will be excused from performance for any period during which, and to the extent that, such Party or any of its Representatives is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God,

strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line failures, and power failures. Each Party agrees to use all reasonable efforts to minimize the impact of a Force Majeure event on itself, the other Party, and this Agreement. In the event the Force Majeure makes it impossible or commercially impracticable for a Party to continue with its performance under this Agreement, the Parties agree to negotiate in good faith to amend this Agreement to address the impossibility or commercial impracticability.

13.10. Governing Law. This Agreement and any claims relating to its subject matter will be governed by and construed under the laws of the United States of America and the State of Oklahoma, without reference to its conflicts of law principles. All disputes will be subject to the exclusive jurisdiction of the courts located in the State of Oklahoma. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (where enacted) will not apply to this Agreement.

13.11. Entire Agreement. This Agreement, including the Quotation, Order and all exhibits and attachments, contains the entire agreement of the parties and supersedes all previous oral and written communications by the parties concerning the subject matter of this Agreement. This Agreement may be amended solely in writing signed by both parties. Standard or printed terms contained in any purchase order or sales confirmation are deemed rejected and shall be void unless specifically accepted in writing by the Party against whom their enforcement is sought; mere commencement of work or payment against such forms shall not be deemed acceptance of the terms.

13.12. Publicity. Customer may not use the name of LabWare in publicity releases or advertising or for other promotional purposes without securing the prior written approval of LabWare. This commitment does not apply to any correspondence, documents or publications utilized by either Party for distribution internally.

13.13. Captions and Headings. The captions of each Article of this Agreement are solely for reference and have no legal effect whatsoever and shall not in any way affect the interpretation of construction of this Agreement.

*****Signature Page Follows*****

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date stated below.

LabWare

DocuSigned by:

By

Jed Patterson

5BAA2156AD2F49D...

Name Jed Patterson

Title Vice President

Date 22 August 2022

APPROVED by the Trustees and signed by the Chairman of the Oklahoma City Water

Utilities Trust this 13th day of September, 2022.

OKLAHOMA CITY WATER UTILITIES TRUST



SECRETARY


The seal is circular with a double-lined border. The outer ring contains the text "OKLAHOMA CITY WATER UTILITIES TRUST" at the top and "OKLAHOMA" at the bottom. The center of the seal features the word "SEAL" in a bold, serif font.




CHAIRMAN


CONCURRED by the Council and signed by the Mayor of The City of Oklahoma City this


27th day of September, 2022.

THE CITY OF OKLAHOMA CITY



CITY CLERK


The seal is circular with a double-lined border. The outer ring contains the text "SEAL OF THE CITY OF" at the top and "OKLAHOMA CITY" at the bottom. The center features the Great Seal of the State of Oklahoma, which depicts a shield with various symbols including a star, a plow, and a sheaf of wheat.



MAYOR

REVIEWED for form and legality.



ASSISTANT MUNICIPAL COUNSELOR

END