MAINTENANCE AND SUPPORT AGREEMENT

This Agreement (the "**Agreement**") is made and entered into as of _____, by and between Tantalus Systems Inc., a Delaware corporation ("**Tantalus**") having its principal place of business at 1130 Situs Court, Suite 230, Raleigh, NC 27606 and City of Riverside, a California charter city and municipal corporation ("**Customer**") having its principal place of business at 3900 Main Street, Riverside, CA 92522 (each a "**Party**" and collectively referred to as the "**Parties**").

This Agreement includes the following Exhibits and Addendum:

Exhibit A End-User License Agreement
Addendum A-1 Licensed Software Maintenance Services

Exhibit B Technical Support
Addendum B-1 Technical Support Plan
Addendum B-2 Maintenance and Support Pricing

Exhibit C Mutual Non-Disclosure and Confidentiality Agreement

Exhibit D Third-Party Products (If applicable)

Each Exhibit and Addendum is incorporated by reference into, forms part of and is governed by the terms of this Agreement. In the event of any inconsistency or conflict between the terms of any of the above Exhibits and Addenda and the terms of this Agreement, which is not otherwise addressed by a statement regarding precedence, the terms of this Agreement shall govern.

The Parties hereby agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions. When used in this Agreement or Addenda, the following terms shall have the respective meanings indicated, such meanings to be applicable to both the singular and plural forms of the terms defined:

(a) **"Affiliate"** means, with respect to any Party, any legal entity that such Party owns, is owned by, or is under common control with such Party. For purposes of the foregoing definition of "Affiliate", the terms "control" and "own" mean possessing a 50% or greater interest in an entity or the right to direct the management of the entity.

(b) "**Business Day**" means any day that is not a Saturday, Sunday or a Tantalus-authorized "holiday".

(c) "**Confidential Information**" has the meaning set forth in the MNDCA.

(d) "**Dispute**" means any dispute, controversy, difference or claim, arising under or in connection with this Agreement, including its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims.

(e) "**EULA**" means Tantalus' then current end-user software license agreement setting forth the terms and conditions of Customer's permitted use of the Licensed Software. A copy of the EULA, current as of the Effective Date, is attached hereto as Exhibit A, which EULA may be amended from time to time in Tantalus' sole discretion.

(f) "**Excusing Event**" means any (i) Force Majeure ; (ii) failure, act or omission of Customer or its agents, employees, suppliers, subcontractors or consultants, including without limitation improper performance of Customer's responsibilities under the Agreement, or unreasonable delay or failure of Customer to approve changes that are relevant to an applicable failure; (iii) failure, act or omission of any third party (including Tantalus' authorized Reseller) or its agents, employees, suppliers, subcontractors or consultants; or (iv) failure of any components (hardware, software, network, maintenance) provided and/or maintained by Customer.

(g) "**Force Majeure**" means any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), sabotage, terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) judicial restraint or other action by any governmental authority (including, without limitation, an inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses or services required to be

provided by either Customer or Tantalus under this Agreement); (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities; and (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "**Impacted Party**").

(h) "**Law**" means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, governmental order, or other requirement or rule of law of any governmental authority.

(i) "**Licensed Software**" means all Tantalus software and firmware residing on, or provided in connection with, each unit of Network Equipment, together with all software documentation related thereto and any and all updates thereto.

(j) "**Licensed Software Maintenance Services**" shall have the meaning ascribed to them in Exhibit A.

(k) "**Maintenance and Support Services**" means the recurring Licensed Software Maintenance Services and Technical Support provided by Tantalus to Customer pursuant to this Agreement.

(l) "**MNDCA**" means a Mutual Non-Disclosure and Confidentiality Agreement in the form attached hereto as Exhibit C.

(m) "**Network Equipment**" means the equipment manufactured by or for Tantalus for use as part of TUNet and its associated Licensed Software that are or will be purchased from Tantalus or from Tantalus' authorized Reseller, as the case may be, and physically deployed in the Customer's service territory.

(n) "**Proprietary Rights**" means all patent rights, copyrights, trademarks, tradenames, know-how, trade secrets and other intellectual property and proprietary rights, including all rights, interests, and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, these rights or forms of protection under the Laws of any jurisdiction throughout in any part of the world.

(o) "**Representative**" means such Party's directors, officers, employees, agents, consultants, legal counsel, accountants and financial advisors of a Party to this Agreement.

(p) "**Reseller**" means a third party authorized by Tantalus in writing to purchase and resell Network Equipment and certain related services, as applicable.

(q) "**Specifications**" means the design, performance and regulatory requirements for each Network Equipment, as such may be amended from time to time by Tantalus, which Specifications will assume and require the installation, maintenance and operation of such Network Equipment in accordance with the Standards.

(r) "**Standards**" means the applicable industry standards necessary for the proper installation, maintenance and operation of Network Equipment and TUNet, as may be amended from time to time by Tantalus, including, without limitation, the maintenance of a distribution system meeting industry standards with respect to grounding and power quality and the use of water pits for the installation of Network Equipment that properly drain and are not otherwise defective.

(s) "**Technical Support**" means the technical support services described in Exhibit B.

(t) "**Third-Party Product**" means any products, software, materials, information or services that are manufactured, provided and/or licensed by, or otherwise proprietary to, a person or entity other than Tantalus.

(u) "**TUNet**" means Tantalus' proprietary TUNet® smart grid network. For the avoidance of doubt, TUNet does not include Third-Party Products.

1.2 Interpretation Not Affected by Headings, etc. The division of this Agreement into Sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

1.3 Number, etc. Unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing any gender shall include all genders.

1.4 Date for Any Action. In the event that any date on which any action is required to be taken hereunder by any of the Parties hereto is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.5 Construction. In this Agreement, unless otherwise indicated:

(a) the terms "this Agreement", "hereof", "herein", "hereunder" and "hereby" and similar expressions refer to this Agreement (including the schedules hereto), as amended or supplemented from time to time pursuant to the applicable provisions hereof, and not to any particular Section or other portion hereof;

(b) the words "include", "including" or "in particular", when following any general term or statement, shall not be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement;

(c) time is of the essence; and

(d) references to a "party" or "parties" are

references to a Party or Parties to this Agreement.

1.6 Authorship. Authorship of this Agreement will have no bearing on the construction of any terms hereof or ambiguities thereof.

ARTICLE 2
TERMS OF PURCHASE AND SALE

2.1 Purpose/Goal. This Agreement records the terms and conditions under which Customer will purchase from Tantalus, and Tantalus will provide to Customer, Maintenance and Support Services and includes, without limitation, the terms, conditions and responsibilities of each Party relating to the license and use of the Licensed Software, the provision of Technical Support and the non-disclosure obligations of the Parties. Notwithstanding anything to the contrary herein, Tantalus shall not be responsible for nor have any liability to Customer for any delay or failure to perform its obligations under this Agreement to the extent such delay or failure is caused by or results from an Excusing Event.

2.2 Pricing. The prices provided to Customer in Addendum B-2 under this Agreement may contain promotional or one-time pricing. Future prices shall be as set forth on Tantalus' then current price list and do not include taxes. Customer will be responsible for and pay all applicable federal, state, municipal or other governmental sales use, excise, value-added taxes, occupational or other taxes, tariffs, duties and surcharges now in force or enacted in the future which are associated with the provision of Maintenance and Support Services by Tantalus, excluding taxes on Tantalus' income generally.

2.1 Price Changes. Tantalus reserves the right, in its sole discretion, but no more often than once in any twelve (12) month period during the term of this Agreement, to increase the prices on thirty (30) days prior written notice to Customer by an amount not to exceed 3.5% per year.

2.2 Payment. Tantalus shall issue periodic invoices to Customer for all Maintenance and Support Services and Third-Party Products, as applicable, in accordance with the terms set forth on Addendum B-2 as fees for such goods and services are incurred. Payment terms are net thirty (30) days from date of Tantalus' invoice. All payments shall be in U.S. dollars, unless otherwise agreed to between Tantalus and Customer. In addition to any other remedies Tantalus may have for late payments, Customer will be charged interest at 1½% per month (equivalent to an annual rate of interest of 18%), payable monthly on all overdue amounts. Customer shall also be responsible for collection costs associated with the late payment, if any, including reasonable attorney's fees. Payments will be applied first to interest payable and then principal owing.

2.3 Third-Party Products. Except as expressly set forth on Exhibit D and unless otherwise specifically set forth in writing (and subject to applicable pass -through terms and conditions) upon mutual agreement of all involved parties, Tantalus does not warrant Third- Party Products and disclaims all responsibility and liability for these items, their access to TUNet, including their modification, deletion, disclosure or collection of Customer information.

2.4 Confidentiality. The Parties have entered into the MNDCA in the form attached hereto as Exhibit C. Tantalus and Customer agree that the MNDCA governs the obligations of each Party with respect to Confidential Information of the other Party, which obligations shall survive termination of this Agreement.

ARTICLE 3
LIABILITY AND INDEMNITY

3.1 General Indemnity. Tantalus shall defend, indemnify and hold Customer harmless from all loss, expense or damages (including without limitation, reasonable attorney's fees) which may be incurred by Customer as a result of any claims or actions resulting from: (a) damage to tangible personal property owned by Customer and caused by the negligence of Tantalus; and (b) death of or bodily injury to a Customer employee or third party to the extent caused by Tantalus' negligence. Customer will provide Tantalus with prompt, written notice of any claim covered by this indemnification. Unless Tantalus fails to defend Customer, Customer shall not undertake the defense of any such claim. Tantalus, at its sole expense, shall defend all such claims and actions against Customer, whether brought informally or through court or administrative procedures.

3.2 Customer Indemnity. The relationship of Tantalus and Customer established by this Agreement is that of independent contractors and neither Party is an employee, agent or joint venture of the other. All financial obligations associated with Customer's business are the sole responsibility of Customer. Customer shall indemnify, defend and hold harmless Tantalus from and against any and all claims, liabilities, damages, debts, settlements, costs, attorneys' fees, expenses and liabilities of any type whatsoever that may arise on account of Customer's activities, or those of its Representatives, including, without limitation, (i) all sales and use taxes and similar charges arising in connection with the purchase of Maintenance and Support Services hereunder and all other federal, state and municipal taxes, interest, fines and penalties arising in connection with Customer's business activities and (ii) those relating to Customer's use of the Network Equipment and TUNet or Customer's breach of any term, representation or warranty of this Agreement.

3.3 Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, OTHER THAN FOR NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY (I) SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSSES INCLUDING, WITHOUT LIMITATION, LOSS OR CORRUPTION OF DATA, LOSS OF REVENUE, SAVINGS OR PROFITS, CLAIMS

BY USERS AND THIRD PARTIES, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR OTHER PECUNIARY LOSS WHETHER ARISING FROM BREACH OF WARRANTY OR CONDITION, BASED ON CONTRACT, TORT, RELIANCE, FUNDAMENTAL BREACH, STATUTE, OR ANY OTHER THEORY, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (II) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT AND WITHOUT LIMITING THE FOREGOING, TANTALUS WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, CIVIL LIABILITY, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR: (A) ANY AMOUNTS IN EXCESS OF THE AGGREGATE AMOUNTS PAID TO TANTALUS FOR MAINTENANCE AND SUPPORT SERVICES GIVING RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM; (B) ANY FAILURE OR DELAY DUE TO AN EXCUSING EVENT; OR (C) ANY ALLOCATION OF MAINTENANCE AND SUPPORT SERVICES AMONG ITS CUSTOMERS IN THE EVENT OF A SHORTAGE. LIMITATIONS OF LIABILITY WILL NOT BE ASSERTED TO THE EXTENT PROHIBITED BY RELEVANT LAWS AND POLICIES. TANTALUS' PRICING REFLECTS THIS ALLOCATION OF RISKS AND THE LIMITATION OF LIABILITY.

ARTICLE 4
OWNERSHIP OF INTELLECTUAL PROPERTY

4.1 Ownership of Intellectual Property. Except for licenses otherwise expressly granted under this Agreement, nothing hereunder conveys to Customer any Proprietary Rights in TUNet and Customer acknowledges Tantalus' exclusive rights thereto. This Agreement will be construed to grant to Customer, either expressly, by implication or by way of estoppel, any license under any other Proprietary Rights of Tantalus covering or relating to any product or invention of Tantalus, or any combination of TUNet with any other product of Tantalus.

ARTICLE 5
TERMINATION

5.1 Term. Unless terminated earlier as provided herein, this Agreement shall have an initial term of one (1) year commencing on January 1, 2022 ("**Initial Term**"). Thereafter, the Agreement will automatically renew for successive one (1) year periods thereafter, unless terminated in accordance with the terms of this Agreement (each, together with the Initial Term, the "**Term**").

5.2 Termination.

(a) Either Party may terminate this Agreement effective upon the delivery of written notice of such termination to the other Party, if the other Party:

(i) becomes insolvent, is generally not paying its debts as such debts become due, makes an assignment for the benefit of creditors, is the subject of any voluntary or involuntary case commenced under the federal bankruptcy laws, as now constituted or hereafter amended (which, in the case of involuntary bankruptcy, is not dismissed within 30 days), or of any other proceeding under other applicable laws of any jurisdiction regarding bankruptcy, insolvency, reorganization, adjustment of debt or other forms of relief for debtors, has a receiver, trustee, liquidator, assignee, custodian or similar official appointed for it or for any substantial part of its property, or is the subject of any dissolution or liquidation proceeding;

(ii) breaches its obligations related to confidentiality; or

(iii) is in default in any material respect in the performance of any its obligations under of this Agreement, provided that the Party not at fault has given the other Party forty five (45) days prior written notice of such default and such other Party has not remedied the default during such 45-day cure period; provided however if the defaulting Party is Customer and such default is attributable to or includes Customer's failure to pay any amount when due, then the aforementioned 45 day cure period will be reduced to five (5) days.

(b) Either Party may terminate this Agreement, at any time and for any reason, on ninety (90) days' prior written notice to the other Party, provided however that if terminated by Customer, Tantalus shall take commercially reasonable efforts to cancel any deliveries to Customer which are scheduled to be made after the termination date. Customer shall be responsible for all amounts due to Tantalus arising prior to the termination date, including the cost of Network Equipment received by Customer prior to such termination date or that has been shipped within 45 days following the date of the notice of termination and any fees for Maintenance and Support Services for the period prior to the effective date of such termination.

(c) Prior to the effective termination of this Agreement, all of the terms and conditions of, and the respective rights and obligations of the Parties to this Agreement will remain completely valid and enforceable; provided however that, in the event Tantalus terminates the Agreement under Section 5.2(a), then any deliveries of Maintenance and Support Services to the Customer which are scheduled to be made subsequent to the effective date of termination shall be cancelled.

5.3 Other Remedies. Termination is not the sole remedy available under Section 5.2(a) of this Agreement and, whether or not termination is effected; all other legal remedies will

remain available.

5.4 Survival. Notwithstanding anything to the contrary in this Agreement, no expiration or termination of this Agreement by either Party shall affect any rights or obligations of either Party: (i) which are vested pursuant to this Agreement as of the effective date of such expiration or termination, and (ii) any other provisions intended by the Parties to survive such expiration or termination including, but not limited to, the non-disclosure obligations set forth in the MNDCA.

ARTICLE 6
DISPUTE RESOLUTION

6.1 Dispute Resolution. Except for Disputes related to nonpayment or as otherwise provided in this Section, neither Party shall resort to formal litigation proceedings until the Parties have attempted to resolve the Dispute through non-binding mediation. The Party raising a Dispute shall submit to the other Party a written notice and supporting material describing all issues and circumstances related to the Dispute (a "Dispute Notice"). A designated senior management representative of each Party shall attempt to resolve the Dispute. If the Parties' Representatives fail to resolve the Dispute within thirty (30) days from receipt of a Dispute Notice, the Dispute shall be referred to a mediator in the jurisdiction provided for in Section 7.6 of this Agreement as mutually agreed between the Parties. If the use of non-binding mediation is not successful, either Party may commence formal litigation proceedings to resolve the Dispute. This Section shall not be construed to prevent a Party from instituting litigation proceedings earlier than as indicated in this Agreement to: (a) avoid the expiration of any applicable limitations period, (b) preserve a superior creditor position or (c) seek injunctive relief to prevent irreparable harm, including without limitation, harm caused by a breach of confidentiality obligations. The Parties covenant that they will use commercially reasonable efforts in participating in the mediation. The Parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the Parties. The Parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the Parties cannot resolve any Dispute for any reason, including, but not limited to, the failure of either party to agree to enter into mediation or agree to any settlement proposed by the mediator, within thirty (30) days after the later of the referral to a mediator or the mediation proceeding, either Party may file suit in a court of competent jurisdiction in accordance with the provisions of Section 7.6 of this Agreement.

ARTICLE 7
GENERAL PROVISIONS

7.1 Notices. All notices under this Agreement must be made in writing and shall be deemed properly delivered when: (i) delivered personally, (ii) sent by e-mail to the address below, delivery confirmation required, or (iii) mailed by certified mail, postage prepaid or overnight delivery service to the address of the other Party set forth below, or sent by facsimile (provided confirmation of delivery is obtained at the time of transmission).

Communications must be addressed to the Parties as follows:

If to Tantalus:
Peter A. Londa, President & CEO
Tantalus Systems Inc.
1130 Situs Court, Suite 230
Raleigh, NC 27606
Facsimile: (919) 900-8978
E-mail: legal_dept@tantalus.com

If to Customer:
Attn: Todd Corbin, RPU General Manager
City of Riverside
3900 Main Street
Riverside, CA 92522
Facsimile: (951)826-5878
E-mail: tcorbin@riversideca.gov

Unless expressly set out to the contrary herein, consent or approval that is explicitly required herein of a party hereto will not be unreasonably delayed, withheld or withdrawn by it.

Either party may change the address for service by giving 15 days' advance written notice to the other party.

7.2 Force Majeure. No default, delay or failure to perform on the part of either Party shall be considered a breach of this Agreement where such default, delay or failure is due to a Force Majeure. Lack of funds or credit will not constitute a Force Majeure. In the event of a Force Majeure, the Impacted Party shall promptly give notice of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

7.3 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or Law, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this

Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

7.4 Entire Agreement. This Agreement together with the Exhibits attached hereto constitute the sole and entire agreement between the Parties on the subject matter hereof, and supersedes and invalidates all other commitments, representations, warranties, conditions and understanding relating to the subject matter hereof.

7.5 Amendment and Waiver. No amendment or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced. No waiver by any party or any breach or series of breaches in performance by the other party, and no failure, refusal or neglect to exercise any right, power or option given to either party to insist upon strict compliance with or performance of the obligations hereunder, will constitute a waiver of the provisions hereof with respect to any subsequent breach thereof or a waiver by such party of its right at any time thereafter to require strict compliance with the provisions hereof.

7.6 Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of California without regard to conflicts of law provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods. Tantalus and Customer:

(a) agree that any suit, action or other legal proceeding arising out of or relating to this Agreement must be brought in the Superior Court of the County of Riverside, California, which Court will have exclusive jurisdiction over any controversy arising out of this Agreement;

(b) consent to the jurisdiction of such Court in any such suit, action or proceeding;

(c) unconditionally waive any objection which it may have to the laying of venue of any such suit, action or proceeding in such Court and claim that any such suit, action or proceeding has been brought in an inconvenient forum; and

(d) unconditionally waive a trial by jury in any such suit, action or proceeding.

7.7 Compliance with Laws. Each Party shall, at its own cost and expense, comply with all applicable Laws relating to the subject matter of this Agreement.

7.8 Successors and Assigns. This Agreement binds, and inures to the benefit of, the Parties and their respective successors. This Agreement shall not be assigned by either party without the prior written consent of the other party, except that Customer agrees that Tantalus may assign, without notice to Customer, any account receivable arising under this Agreement in connection with a factoring arrangement.

7.9 Further Assurance. Each Party undertakes with the other Party that it will execute such documents and do such acts and things as that other Party may reasonably require for the purpose of giving to that other Party the full benefit of the provisions of this Agreement.

7.10 Relationship of the Parties. The relationship of Tantalus and Customer established by this Agreement is that of independent contractors and neither party is an employee, agent or joint venture of the other. No rights or obligations other than those expressly recited herein are to be implied from this Agreement. Specifically, nothing in this Agreement shall create a fiduciary relationship between the disclosing party and the receiving party. No license or other right is hereby granted directly or indirectly to use in any way, any patent, copyright or other proprietary right now held by, or which may be obtained by, or which is or may be licensed by, either Party.

7.11 Execution in Counterparts and by Facsimile. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized Representatives as of the date and year set out in page 1.

Accepted on this day by:

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manager

Attest: _____
City Clerk

Certified as to Availability of Funds

By: _____
CFO/Treasurer

Approved as to Form:

By: _____
Assistant City Attorney

TANTALUS SYSTEMS INC.,
a Delaware corporation

By: _____
Param Pawar
Vice President, Finance

By: _____
Param Pawar
Secretary

EXHIBIT A
END USER LICENSE AGREEMENT

This End User License Agreement (the "**EULA**") is effective as of _____ between **Tantalus Systems Corp.**, a Canadian corporation, with a primary business address of 3555 Gilmore Way, Suite 200, Burnaby, BC V5G 0B3 Canada on behalf of itself and its Affiliates ("**Tantalus**") and City of Riverside, a California charter city and municipal corporation having its principal place of business at 3900 Main Street, Riverside, CA 92522 ("**Customer**"). Reference is hereby made to that certain Maintenance and Support Agreement, dated , by and between Tantalus Systems Inc. (an Affiliate of Tantalus) and Customer (the "**Maintenance and Support Agreement**"). All capitalized terms herein not otherwise defined shall have the meaning set forth in the Maintenance and Support Agreement.

ARTICLE I

All Tantalus software and firmware residing on, or provided in connection with, each unit of Network Equipment, together with all software documentation related thereto and any and all updates thereto (the **"Licensed Software"**), which excludes third-party software products that have their own end user license terms, is subject to the terms and conditions of this EULA. THIS EULA IS A LEGALLY BINDING CONTRACT BETWEEN CUSTOMER AND TANTALUS AND SETS FORTH THE TERMS AND CONDITIONS THAT GOVERN CUSTOMER'S USE OF THE LICENSED SOFTWARE. BY INSTALLING OR USING ALL OR ANY PORTION OF THE LICENSED SOFTWARE, CUSTOMER ACCEPTS ALL THE TERMS AND CONDITIONS STATED OR REFERENCED IN THIS EULA. IF CUSTOMER IS UNABLE OR UNWILLING TO ENTER INTO AND COMPLY WITH THE TERMS AND CONDITIONS OF THIS EULA, OR IF THIS EULA TERMINATES FOR ANY REASON, CUSTOMER MUST NOT INSTALL OR USE THE LICENSED SOFTWARE AND SHALL IMMEDIATELY RETURN TO TANTALUS THE TANTALUS PRODUCT ON WHICH THE LICENSED SOFTWARE RESIDES AND/OR IS USED.

GRANT OF LICENSE. The Licensed Software is licensed, and not sold, for use by the legal entity entering this EULA and only in accordance with the terms of this EULA. Subject to the terms and conditions of this EULA and any limitations imposed as part of a special beta test, trial, or promotional program, Tantalus hereby grants to Customer a limited, non- exclusive, non-transferable license to use the Licensed Software solely for its internal business operations in conjunction with the application package purchased from Tantalus by Customer, for operation in Tantalus-approved application environments, and in strict accordance with third-party license conditions, if any, or as otherwise set forth by Tantalus in writing if not set forth under the terms of this EULA, and Tantalus reserves all other rights.

RESTRICTIONS ON USE. Unless expressly permitted by Article I of this EULA, or otherwise by applicable law or by Tantalus in writing, Customer shall not: (i) reproduce, modify, adapt, translate, update or transmit the Licensed Software, in whole or in part; provided, however that Customer may temporarily transfer the Licensed Software from one physical device to another in the event of a computer malfunction; (ii) rent, lease, license, assign, give, transfer, or otherwise provide access or distribute the program or rights to the Licensed Software to another entity; (iii) use, alter, remove, or cover trademarks or proprietary notices of Tantalus or any third party on the Licensed Software; (iv) directly or indirectly export, import or transmit the Licensed Software, or any direct product thereof, to any country in contravention of the laws of that country or the laws of the United States or Canada; (v) use the Licensed Software except in Tantalus -approved application environment(s); (vi) decompile, disassemble, decrypt, unbundle, extract or otherwise attempt or assist others to reverse engineer the Licensed Software, except as necessary, when permitted by applicable law, to correct defects or achieve interoperability with complimentary programs, for Customer's purposes only, but only if Customer has subscribed for, and paid all applicable fees relating to, the Licensed Software Maintenance Services and Tantalus has refused to provide such Licensed Software Maintenance Services; (vi) use the Licensed Software for rental, timesharing, subscription service, hosting or outsourcing; (vii) make the Licensed Software available in any manner to any third-party for use in the third-party's business operations (except that Customer may permit its customers to use the Licensed Software only in furtherance of interactions between the Customer and its customers as expressly permitted by Tantalus); (viii) use the Licensed Software to provide third-party training; (ix) disclose results of any Licensed Software benchmark tests without Tantalus or its third-party supplier's prior written consent; (x) duplicate the Licensed Software, except for a sufficient number of copies as permitted by Article I of this EULA, or any documentation; or (xi) publish any results of any benchmarks or similar tests performed on the Licensed Software. Use of the Licensed Software is limited to Customer, along with its approved agents or contractors (including, without limitation, outsourcers, if applicable) on Customer's behalf for Customer's internal business operations, subject to the terms of Article I of this EULA. Customer shall be responsible for its agents', contractors', outsourcers', customers' and members' use of the Licensed Software and compliance with this EULA.

Unless otherwise agreed between Customer and Tantalus, Tantalus has no obligation to provide maintenance, updates, fixes, support, or training for the Licensed Software.

THIRD-PARTY TECHNOLOGY. Customer acknowledges and agrees that certain third-party technology, as indicated in the documentation or otherwise communicated by Tantalus, may be provided for use with the Licensed Software. Customer shall have the right to use third-party technology only with the Licensed Software and in accordance with the terms of any such

third-party license agreement specified in the documentation or otherwise provided by Tantalus to Customer.

EXPORT RESTRICTIONS. Export laws and regulations of Canada and the United States and any other relevant local export laws and regulations apply to the Licensed Software. Customer agrees that such export control laws govern Customers use of the Licensed Software (including technical data) and Customer agrees to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). Customer agrees that no data, information and/or Licensed Software will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. Customer represents and warrants that: (i) Customer is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) Customer is not listed on any U.S. Government list of prohibited or restricted parties.

OWNERSHIP. The Licensed Software is protected by Canadian, United States, and international copyright and intellectual property laws. All rights to the Licensed Software are owned by Tantalus, its Affiliates or third-party suppliers, and Tantalus, its Affiliates, or third-party suppliers retain all rights, title, and interest in and to the Licensed Software including, without limitation, the source code, object code and any related information and documentation that may be provided as part of standard shipment(s) of Licensed Software. By acquiring a license to use the Licensed Software, Customer does not become the owner of the Licensed Software or receive any interest in the Licensed Software, and Customer has only limited license rights to use the Licensed Software, source code, object code and related information and documentation in accordance with the terms of this EULA. Furthermore, Customer may not assign, give, or transfer any interest in the Licensed Software to any third party. This section shall survive the termination or expiry of this EULA.

AUDITS. Tantalus shall have the right, upon reasonable request, to audit the systems and records of Customer necessary to verify Customer's compliance with this EULA. Customer shall provide reasonable assistance and access to information necessary to complete the audit. Customer acknowledges and agrees that Tantalus may report the audit results to its third-party suppliers, as applicable, and such third-party suppliers may audit Customer directly. Customer acknowledges and agrees that Tantalus or its third-party suppliers, as applicable, shall not be responsible for any costs incurred by Customer in cooperating with audits under this section.

UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA). For clarity, Tantalus and Customer acknowledge and agree that the provisions of the Uniform Computer Information Transactions Act (UCITA) do not apply to this EULA.

LIMITED WARRANTY. For a period of one (1) year from the date of shipment of Network Equipment from the designated depot or depots in North America selected by Tantalus as its shipping point for Network Equipment. ("**Shipping Point**"), the physical media on which the Licensed Software is recorded by Tantalus will be free from defects in materials and workmanship under normal use. If failure of such physical media has resulted from accident, abuse or misapplication, Tantalus will have no responsibility to replace the physical media or refund any portions of the amount paid by Customer for the Licensed Software thereon. This limited warranty on the physical media from Tantalus on which the Licensed Software is recorded applies only when all three of the following conditions prevail: (a) such physical media is used in accordance with Article I of this EULA by the original customer and not by an assignee; (b) Customer is not the subject of bankruptcy or comparable proceedings; and (c) while Tantalus has not invoked a subsisting remedy in respect of Force Majeure or there is not an Excusing Event (as such term is defined in that certain Maintenance and Support Agreement, dated as of by and between Tantalus and Customer) in effect at such time.

CUSTOMER'S SOLE REMEDY. Tantalus and its Affiliates', suppliers', agents', officers' and directors' entire liability and Customer's sole remedy under this EULA for defects or failure of the Licensed Software shall be, at Tantalus' option from time to time exercised subject to applicable law, repair or replacement of the physical media that does not meet this limited warranty. This limited warranty is void if failure of the physical media has resulted from accident, abuse, misapplication, abnormal or improper use, a virus or use in contravention of this EULA. Any replacement physical media will be warranted for the remainder of the original limited warranty period or thirty days (30) days, whichever is longer.

LIMITATION OF REMEDIES. TO THE EXTENT NOT PROHIBITED BY LAW, TANTALUS HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTEES, AND CONDITIONS OF ANY KIND, ARISING BY LAW OR OTHERWISE, WITH REGARD TO THE LICENSED SOFTWARE, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES, GUARANTEES, AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND QUALITY OF SERVICE. TANTALUS MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE CONTENT, EFFECTIVENESS, USEFULNESS, RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, SUITABILITY, ACCURACY OR COMPLETENESS OF THE SOFTWARE OR THE RESULTS CUSTOMER MAY OBTAIN BY USING THE LICENSED SOFTWARE OR THAT THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR- FREE OR THAT IT IS COMPLETELY SECURE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TANTALUS DOES NOT REPRESENT OR WARRANT THAT (A) THE OPERATION OR USE OF THE LICENSED SOFTWARE WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE; OR (B) THE

QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL CUSTOMER PURCHASES OR OBTAINS THROUGH THE LICENSED SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS. CUSTOMER ACKNOWLEDGES THAT TANTALUS DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE LICENSED SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. TANTALUS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY TANTALUS, THE LICENSED SOFTWARE IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. IN NO EVENT SHALL TANTALUS OR ITS THIRD PARTY SUPPLIER(S) BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, GOODWILL, BUSINESS OPPORTUNITY, REVENUE, DATA OR DATA USE, INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR OTHERWISE, ARISING FROM OR RELATED TO THE USE OF THE SOFTWARE OR ANY DATA DERIVED THEREFROM, EVEN IF TANTALUS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIRD PARTY BENEFICIARY. Oracle Canada ULC, along with any other third party that Tantalus may indicate in writing to Customer, shall be a third-party beneficiary of this EULA.

ARTICLE II

TERM, TERMINATION AND SURVIVAL. This EULA shall remain in effect until terminated by either Party upon ten (10) Business Days' written notice to the other Party, provided however, the obligations of either Party under this EULA with respect to any given information shall survive any termination of this EULA until the information no longer qualifies as Confidential Information. Further, the sections entitled 'RESTRICTIONS ON USE,' 'EXPORT RESTRICTIONS,' 'OWNERSHIP,' 'LIMITED WARRANTY,' 'LIMITATION OF REMEDIES,' 'CUSTOMER'S SOLE REMEDY,' and this Article II shall survive any termination or expiration of this EULA. Without prejudice to any other rights, Tantalus may terminate the license granted pursuant to Article I of this EULA (a) upon termination of the Maintenance and Support Agreement or if Customer is no longer receiving Maintenance and Support Services from Tantalus or its Affiliates, (b) if Customer fails to cure any material breach of this EULA within thirty (30) days after written notice of such breach including without limitation Customer's failure to pay any amounts required pursuant to this Article II, provided that Tantalus may terminate this EULA and the license granted pursuant to Article I of this EULA immediately upon any breach of Article I of this EULA; (c) if Customer ceases operation without a successor; (d) in order to comply with applicable laws, regulations, or requests of governmental entities, including U.S. and Canadian economic sanctions laws, regulations, and requirements, and applicable foreign import and export controls; or (e) if Customer seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days). Without prejudice to any other rights, Tantalus may terminate the license granted pursuant to Article I of this EULA if Customer does not abide by the terms and conditions of this EULA. Upon termination of the license granted pursuant to Article I of this EULA for any reason, Customer must discontinue use and destroy or return to Tantalus, at Tantalus' discretion, the Licensed Software and all of its documentation, and all copies thereof.

PAYMENT. Customer shall pay all fees and other amounts payable associated with the Licensed Software and any goods or services purchased by Customer from Tantalus or its Affiliates, including, without limitation, all fees for Maintenance and Support Services, in accordance with the terms and conditions pursuant to which such goods and services are purchased by Customer.

NOTICES. All notices under this EULA must be made in writing and shall be deemed properly delivered when: (a) delivered personally, (b) sent by e-mail to the address below, delivery confirmation required, or (c) mailed by certified mail, postage prepaid or overnight delivery service to the address of the other Party set forth below, or (d) sent by facsimile (provided confirmation of delivery is obtained at the time of transmission). Notices shall be effective upon receipt.

Communications must be addressed to the Parties as follows:

If to Tantalus:

Peter A. Londa, President & CEO
Tantalus Systems Inc.
1130 Situs Court, Suite 230
Raleigh, NC 27606
Facsimile: (919) 900-8978
E-mail: legal_dept@tantalus.com

If to Customer:

Attn: Todd Corbin, RPU General Manager
City of Riverside
3900 Main Street
Riverside, CA 92522
Facsimile: (951)826-5878
E-mail: tcorbin@riversideca.gov

Unless expressly set out to the contrary herein, consent or approval that is explicitly required herein of a Party hereto will not be unreasonably delayed, withheld or withdrawn by it.
Either Party may change the address for service by giving 15 days' advance written notice to the other Party.

ENTIRE AGREEMENT. This EULA constitutes the entire agreement between the Parties with respect to the subject matter hereof. Should any provision of this EULA be held invalid, illegal or unenforceable for any reason, such provision shall be deemed restricted in application to the extent required to render it valid, and the remainder of this EULA shall in no way be affected and shall remain valid and enforceable for all purposes. No modifications of this EULA will be effective unless set forth in writing signed by both Parties.

GOVERNING LAW AND VENUE. This EULA shall be governed and construed in accordance with the laws of the State of California (without giving effect to its conflict of laws provisions which would lead to the application of the laws of another jurisdiction). If either Party employs attorneys to enforce any rights arising out of or relating to this EULA, the prevailing Party shall be entitled to recover actual, reasonable attorneys' fees. Except to the extent necessary to obtain jurisdiction over a third party, any legal action, suit or proceeding arising out of this EULA shall be brought solely and exclusively in the Superior Court of the County of Riverside, California, and each Party irrevocably accepts and submits to the sole and exclusive jurisdiction of tribunals in Riverside County, California.

SUCCESSORS AND ASSIGNS. Neither Party may assign this EULA or any rights or obligations hereunder without the prior written consent of the other Party, and any attempted assignment in contravention with the foregoing shall be void. The rights and obligations of the Parties will inure to the benefit of, will be binding upon, and will be enforceable by the Parties and their permitted successors.

NON-WAIVER. A waiver of any claim, demand or right based on the breach of any provision of this EULA shall not be construed as a waiver of any other claim, demand or right based on a subsequent breach of the same or any other provision.

FURTHER ASSURANCE. Each Party undertakes with the other Party that it will execute such documents and do such acts and things as that other Party may reasonably require for the purpose of giving to that other Party the full benefit of the provisions of this EULA.

[Signatures on next page]

IN WITNESS WHEREOF, this EULA has been executed and delivered as of the date first written above.

Accepted on this day by:

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manager

Attest: _____
City Clerk

Certified as to Availability of Funds

By: _____
CFO/Treasurer

Approved as to Form:

By: _____
Assistant City Attorney

TANTALUS SYSTEMS CORP., a Canadian corporation

By: _____
Param Pawar
Vice President, Finance

By: _____
Param Pawar
Secretary

LICENSED SOFTWARE MAINTENANCE SERVICES
ADDENDUM A-1

This is Addendum A-1 to the End User License and Confidentiality Agreement.

Under the terms of this Addendum, Customer shall purchase, and Tantalus shall provide, software maintenance services, subject to the terms and conditions set out in this Addendum.

SERVICES. Subject to payment of the annual subscription fee for such services as set out below and the other terms and conditions of this Addendum, Tantalus shall provide to Customer such updates that are necessary and/or intended to maintain or improve the performance and efficiency of the Customer's existing system (the "**Updates**"), as Tantalus makes generally available to its customers, for the Licensed Software that is the subject of, and as defined in, the EULA (the "**Licensed Software Maintenance Services**"). Such Updates shall form part of the Licensed Software licensed in accordance with and subject to the terms of the EULA. Updates are performed by Tantalus technical support personnel pursuant to Exhibit B - Technical Support Agreement at no additional cost to Customer and Customer agrees to cooperate, if required, in the scheduling of such Updates.

For the avoidance of doubt, new and/or optional features, upgrades and enhanced functionalities that are not made generally available at no additional cost to all existing Tantalus customers (collectively, "**Upgrades**") may require Customer to incur additional fee(s), including without limitation, additional deployment service and project management fees, third-party licensing and related fees, licensing and recurring annual fees for Licensed Software Maintenance Services fees (collectively, "**Additional Services**"). Additional Services will be priced pursuant to Tantalus' then current price list and quoted by Tantalus, as applicable, upon receipt of a written request from Customer.

SUBSCRIPTION AND ANNUAL SUBSCRIPTION FEES. Licensed Software Maintenance Services, as described in this Addendum, shall be provided to Customer, without payment of an associated annual subscription fee, during the first 12 months following shipment of the relevant Network Equipment to Customer from Shipping Point. Thereafter, Tantalus shall invoice Customer in advance on an annual basis for such Licensed Software Maintenance Services. The first invoice will be pro-rated for the period from the Start Date to January 1st of the following year and then it will be based on a January 1 to December 31 time frame. Such fees shall be adjusted from time to time in accordance with the Maintenance Agreement. Customer shall pay to Tantalus the then current applicable annual subscription fee for such Licensed Software Maintenance Services within thirty (30) days of Customer's receipt of an invoice for such annual subscription fee from Tantalus. Any payments outstanding for more than ninety (90) days from date of invoice will be considered a default under the Agreement. In the event of a default, Tantalus shall have no obligation to provide the Licensed Software Maintenance Services to Customer during such period and any guarantees set forth in this Agreement shall be deemed null, void and of no effect until Customer cures all default amounts. In order to cure such default, Customer may request that Tantalus re-commence provision of Licensed Software Maintenance Services by (a) issuing an appropriate purchase order to Tantalus, and (b) paying to Tantalus, within thirty (30) days of Customer's receipt of an invoice for such annual subscription fees from Tantalus, the then current applicable annual subscription fee for such Licensed Software Maintenance Services, and all applicable annual subscription fees for the period of time during which the Customer was in default (the "**Back-Dated Subscription Fees**"), plus 50% of the Back-Dated Subscription Fees.

CUSTOMER RESPONSIBILITIES. Customer shall maintain up- to-date and valid backup copies of its systems and data for recovery purposes. Customer acknowledges and agrees that Tantalus' ability to restore systems is limited to the extent that such systems have up-to- date and valid backup copies, including, without limitation, in accordance with procedures provided by Tantalus. Customer is responsible for protecting from loss, damage or destruction all hardware and software (including materials, data, specifications, tapes and programs) provided by Tantalus. The replacement of any such products lost, damaged or destroyed shall be at Customer's sole expense. Customer shall provide to Tantalus all necessary information, support and cooperation as is necessary for the performance of the Licensed Software Maintenance Services under this Addendum. Without limiting the generality of the foregoing, Customer acknowledges and agrees that Tantalus requires, and Customer shall provide to Tantalus, secure and encrypted remote access to Customer's systems and servers as required and instructed by Tantalus, in Tantalus' discretion, to enable Tantalus to perform the Licensed Software Maintenance Services under this Addendum. Such instructions provided by Tantalus may include, without limitation, the use of a secure shell (ssh) or equivalent in accordance with Tantalus' security framework. If Customer requires Tantalus to utilize an alternative secure and encrypted access mechanism other than that provided or instructed by Tantalus, Customer shall pay Tantalus such additional service and support fees that may apply. Customer shall comply with the EULA, including, without limitation, the "Restrictions on Use" set out therein, failing which Tantalus shall have no obligation to provide the services described in this Addendum.

TERMINATION. Without prejudice to any other rights, Tantalus may cancel the Licensed Software Maintenance Services if Customer does not abide by the terms and conditions of this Addendum.

****

EXHIBIT B
TECHNICAL SUPPORT

Unless otherwise defined in this Exhibit, each defined term will have the respective meaning set out in the Maintenance and Support Agreement.

1. **Technical Support.** Customer shall purchase from Tantalus, and Tantalus shall provide to Customer, the Standard email and telephone technical support set forth in Addendum B-1 ("**Technical Support**"). On- site technical support is defined later in this Exhibit. For greater certainty, Technical Support does not include in or out of warranty repairs or hardware or software upgrades for Network Equipment. ***Technical Support under the Maintenance and Support Agreement shall commence on January 1, 2022. ("Start Date").***

Optional:
Premium Level Technical Support

☒ ***Check here if elected by Customer***

2. Pricing. The price for Technical Support is outlined in Addendum B-2 and is based on the Technical Support Plan outlined in Addendum B-1 chosen by the Customer. The price is comprised of a base charge and an additional charge based on the number of endpoints ("**Endpoints**") shipped to the Customer. All prices are based on a 12-month period and are exclusive of all federal, state, provincial, municipal or other governmental use, sales, value-added taxes, occupational or other taxes, duties and surcharges now in force or enacted in the future.

3. Payment. Tantalus shall invoice Customer in advance for Technical Support, on an annual basis, commencing on the Start Date. The first invoice will be pro-rated for the period from the Start Date to January 1st of the following year and then it will be based on a January 1 to December 31 timeframe. Payment terms will be net thirty (30) days from date of Tantalus' invoice. In addition to any other remedies Tantalus may have for late payments, Customer will be charged interest at 1½% per month (equivalent to an annual rate of interest of 18%), payable monthly. Payments will be applied first to interest payable and then principal owing. Tantalus may modify the preceding payment terms if, in its reasonable opinion, the payment record or financial condition of Customer so justifies. Any payments outstanding for more than 90 days from date of invoice will be considered a default under the Agreement.

4. Price or Plan Changes. Tantalus reserves the right, in its sole discretion, to modify the: (1) *Technical Support Plan* as outlined in Table 1 of Addendum B-1 and (2) *Plan Pricing* as outlined in Addendum B-2 on written notice to Customer provided at least sixty (60) days prior to the expiry of the then current Term. In the event that Customer elects to change its Technical Support from standard to premium or vice versa at any time, or if Customer elects to receive Additional Services (as defined in Addendum A-1 to the EULA), Customer shall execute and deliver to Tantalus an acknowledgement of such election and the corresponding pricing associated therewith in a form acceptable to Tantalus. The level of Technical Support and/or Additional Services (and the corresponding fees associated with such Technical Support and/or Additional Services) shall not be adjusted by Tantalus until it has received such acknowledgement from Customer and, for the avoidance of doubt, such adjustments shall not otherwise be subject to the prior notice requirement referenced in this Section 4.

5. On-Site Support. Within this Agreement, Tantalus Technical Support is email and telephone based. On- site technical support, and other support services, may be provided, and will be billed outside the scope of this Agreement, including reasonable travel and living expenses for on-site Tantalus personnel.

6. Customer Obligations. Customer agrees:

(a) that prior to requesting Technical Support, Customer will perform all diagnostics and follow the information provided by Tantalus to try and resolve any TUNet problems prior to contacting Technical Support;

(b) that in order to have continuity in Technical Support, Customer will (i) designate, in writing, a minimum of two (2) personnel who have received full training from Tantalus in the operation of TUNet ("**TUNet Operators**") and (ii) ensure that those TUNet Operators are the only individuals that request Technical Support;

(c) to install and maintain network servers and other infrastructure, including any software upgrades as may be recommended by Tantalus from time to time, consistent with the Standards;

(d) to safeguard all data during any TUNet system maintenance; and

(e) to install and maintain a robust and secure virtual private network (VPN) and/or secure shell connection (SSH) to the Tantalus network servers to allow network server maintenance, performance monitoring and upgrades as may be required.

TECHNICAL SUPPORT PLAN

ADDENDUM B-1

This document is Addendum B-1 to Exhibit B Technical Support. Unless otherwise defined in this Addendum or elsewhere in Exhibit B, defined terms will have the respective meaning set out in the Agreement.

The Technical Support Plans available are as follows:

STANDARD[1]	PREMIUM [2]
Service Includes: Technical Support 7AM - 7PM, 5 days per week excluding U.S.A. and Canadian holidays (as applicable) Response to queries within 4 hours of initial contact.	Service Includes: Technical Support 7AM - 9PM, 7 days per week excluding U.S.A. and Canadian holidays (as applicable) Response to queries within 4 hours of initial contact. 7 x 24 Extended Customer Support based on exception-based monitoring* *Exception Based Monitoring is defined as alarms related to TCC and/or NC issues
Consolidated Invoices (TSA/Annual Support) - NS/NC Software Annual Maintenance - Endpoint Annual Maintenance	Consolidated Invoices (TSA/Annual Support) - NS/NC Software Annual Maintenance - Endpoint Annual Maintenance
Quarterly Training Sessions - Remote [non-certification]	Quarterly Training Sessions - Remote [non-certification]
Customer Community access	Customer Community access
	Annual Users Conference - Admission for 2
	Priority email premiumsupport@tantalus.com - Response in 4 hours
	Priority Support Line
	Online Technical Support Chat Annual Certification Training - TUNet University - Admission for 2
	Custom Billing Exports - Includes annual support
	NS (TCC) Labor Tantalus labor for troubleshooting and resolution (excludes materials)
	48-hour Part Replacement - M-F (excluding U.S.A. and Canadian holidays), cutoff by 3PM
	Advance RMA replacements - Shipment within 48 hours after reported issue
	Remote System Health Check - Annual investigation with reported customer action plan - WAN Assessment - LAN Assessment - Dashboard Health Check
	Assigned Project Manager (PM)

[1] Standard level technical support is required for all Customers.

[2] Premium level technical support is available for an additional fee, payable up front

Individual features of each plan are as described below:

CUSTOMER SUPPORT

Standard Level - 5 x 12 Technical Support (7 am to 7 pm). Customer Support is available Monday through Friday excluding United States and Canadian statutory holidays via telephone and a normal customer service email address.

Premium Level - 7 x 24 Extended Customer Support (less than 2-hour response time during regular business hours with scaled support after hours), Exception Based Remote Monitoring (based on system alerts and urgency), Advance Repair and Replace for Warranty Devices, and Full Customer Community Access.

CONSOLIDATED INVOICES

Consolidated invoices for annual licensed software maintenance and technical support, including VC/IPC/NS/NC Software Annual Maintenance and Endpoint Annual Maintenance are included as part of Tantalus' Standard and Premium Technical Support packages.

QUARTERLY TRAINING SESSIONS

Remote Training

The training sessions are flexible and can be broken up into multiple sessions, depending on the required participants. These WebEx based training sessions are designed as 60-90-minute web-based discussion groups, held once per quarter based upon the subject matter generated at Tantalus' Annual Users Conference. Recorded sessions are made available in Customer Community, via e-mail, etc.

COMMUNITY ACCESS

Community Access includes the following:

- Tools to track the status of current and previous equipment orders and enter and track Return Material Authorization (RMA) orders for Tantalus equipment through the Customer Community portal are made available as part of Phase 2 implementation.
- A TUNet Library provides TUNet technical product documentation and installation guides.
- A Project Information section including tracking of project related meetings and action items.
- A knowledge-based forum for open discussion of current issues in the deployment and concerns of the project team.
- An Issue Creator allows the Customer to create feature requests and other issues for the Tantalus project team in the event that the issue is not already covered in the standard system documentation. Once created, issues are evaluated, resourced, and reported based on resource availability.

Time sensitive and urgent issues should be raised by Customer via Tantalus' Technical Support Line at +1- 877-886-3848.

Routine Documentation Updates

Routine updates to operational TUNet material will be provided to all Customers. Examples of these Documents include Network Server Operation Manuals, TUNet endpoint product manuals, and other equipment upgraded as a part of system improvements. Updated versions of all Customer documentation will be available in Customer Community.

NOTE: THE REMAINING TECHNICAL SUPPORT FEATURES BELOW ARE ONLY AVAILABLE WITH THE PURCHASE OF PREMIUM SUPPORT PACKAGE.

ANNUAL TANTALUS USERS CONFERENCE – ADMISSION FOR TWO (2) *

With the purchase of a Premium package, the Customer receives admission for two (2) representatives to the Annual Tantalus Users Conference (TUC).

The annual TUC provides an excellent opportunity for the TUNet community to gather for education, sharing, networking, and social events. The TUNet User conference is a knowledge-driven event with heavy focus on the customer experience, technical training, and collaboration with Tantalus, utility peers, and our extensive network of partners.

*Admission includes the cost of registration for two (2) representatives only. Travel and living expenses are not included and are the responsibility of Customer. Customers with Standard packages will be responsible for costs associated with attendance, separate and apart from this Agreement.

DESIGNATED PRIORITY SUPPORT EMAIL

With purchase of a Premium package, Customer will receive a priority email address which directs email messages to the Field Operations team during non-core business hours, thereby allowing the issue being reported to receive attention prior to the start of the next business day. During normal business hours, response is provided within 4 hours.

Priority Support Email Address: premiumsupport@tantalus.com

PRIORITY SUPPORT LINE

With purchase of a Premium package, once available, Customer will have direct access to Tantalus' Field Operations team for placing high priority calls during non-core business hours. Upon receipt of such calls, Tantalus staff will take action, either by solving the problem directly, or by contacting other expert individuals to assist depending on the nature of the call.

Tantalus will apply commercially reasonable efforts to promptly deliver the described services in a professional and workman-like manner and in accordance with generally recognized commercial practices and standards. The promptness and utility of our response may vary from time-to-time, depending upon the accuracy and completeness of the information provided, our ability to reproduce the problem, the scope of work required to address an issue, and the volume of support service traffic at the time.

ONLINE TECHNICAL SUPPORT CHAT

Customers will be able to access Tantalus' Online Technical Support Chat (**"Live Chat"**) to have a personalized one-on-one, real time, text-based interactive conversation with a Tantalus Field Service representative.

- Live Chat is available through Customer Community

and will be queued on a on a first-come- first-serve basis.

- Hours of operation - 8:00am to 5:00pm, Monday – Friday, excluding U.S.A. and Canadian holidays.

ANNUAL CERTIFICATION TRAINING – TUNET UNIVERSITY

TUNet University™ – Admission for two (2) *

With purchase of a Premium package, Tantalus University™, a comprehensive training and certification series is available to TUNet Users. Tantalus University is designed to provide a full range of advanced training opportunities for TUNet Users across all utility departments. These valuable training courses will ensure that Users are able to maximize value from TUNet AMI investments, optimize system performance, and enhance technical skillsets. Class sizes are limited to ensure that students receive very focused and personalized training. Students who successfully complete Tantalus University courses will be endorsed as Certified TUNet Users. Completion of a Tantalus University course is currently the only way to receive this designation.

TUNet University training certification is required for those utility personnel responsible for reporting to and obtaining assistance from Tantalus Technical Support.

*Admission includes the cost of registration for two (2) representatives only. Travel and living expenses are not included and are the responsibility of Customer. Customers with Standard packages will be responsible for costs associated with attendance, separate and apart from this Agreement.

CUSTOM BILLING EXPORTS

With purchase of a Premium package, Customer has access to a billing function that summarizes meter data and presents it directly to Customer's billing or CIS system from TUNet.

TUNet can be used to bill utility customers based on end of day readings, interval readings, for both single- phase and poly-phase meters.

Includes customized extraction scripts of Customer data from the TUNet database and maintenance.

NS (TCC) LABOR

For problems related to component failures of Tantalus-sourced TCC hardware that is less than five (5) years old.

Includes Tantalus labor for troubleshooting and related resolution at software and hardware levels (e.g., including database administration)

Does not include materials.

48 HOUR PART REPLACEMENT

Applicable to non-warranty parts, excluding Network Server / TCC, during the times listed below. Only includes the cost associated with outgoing expedited shipping of component. Does not include the cost of material or shipping charges incurred by Customer.

Monday – Friday (excluding U.S.A. and Canadian holidays), cutoff by 3pm. Shipment within 48 hours after reported issue.

ADVANCE RMA REPLACEMENTS

Most TUNet endpoint devices have a unique TUNet Network ID (NID) in a bar code on each unit. You can use the Customer Community to request an RMA for any of these devices (TCs, RTs, LMs, XRs, etc.). The Customer Community will tell you whether the device is under warranty and help you through the process of submitting your request.

Inquiries about Network Servers, Network Controllers and any other equipment that does not have a NID should be directed to your Project Manager.

With the purchase of a Premium package, equipment repairs conducted under the applicable equipment warranty will include advance replacement of the failed components, if such components are available in Tantalus inventory, to afford greater responsiveness to the Customer. Otherwise, Tantalus will require the failed component be received prior to shipping a replacement under warranty. Where advance replacement is provided for failed components under warranty, Customer must return the failed component, within 30 days of shipment of advance replacement, freight prepaid by Customer to Tantalus at its designated depot, together with Tantalus' return material authorization number ("**RMA**") and completed on-line problem sheet. Where advance replaced failed components are not returned by Customer within 30 days, Tantalus will invoice Customer for the price of the advance replaced component supplied and Customer hereby agrees to make payment to Tantalus within 30 days of the invoice date.

REMOTE SYSTEM HEALTH CHECK

With purchase of a Premium package, Customer receives:

- Annual investigation with reported customer action plan
- WAN Assessment
- LAN Assessment
- Dashboard Health Check

A remote system health check provides a summarized report identifying Customer actions that need to be performed in order to improve system performance.

ASSIGNED PROJECT MANAGER

With purchase of a Premium package, Tantalus will assign a specific Project Manager to the Customer's project.

TANTALUS TECHNICAL SUPPORT CONTACT INFORMATION

If you have an URGENT issue, call: +1-877-886-3848

For non-urgent issues, please email:
Standard TSA - tantalustechsupport@tantalus.com
Premium TSA - premiumsupport@tantalus.com

ADDENDUM B-2
MAINTENANCE AND SUPPORT PRICING

This document is Addendum B-2 to Exhibit B Technical Support. Unless otherwise defined in this Addendum or elsewhere in Exhibit B, defined terms will have the respective meaning set out in the Agreement.

Description	Estimated AMI Meters Installed	Total
2022 Annual Licensed Software Maintenance & Premium Level Technical Support	22000	$ 135,045.65

Pricing Notes & Assumptions:

- All fees are in US dollars.
- All prices/service fees exclude applicable taxes.
- This pricing may contain allowances, discounts and / or promotional pricing.
- Additional Services shall be invoiced at Tantalus' then current list price unless the Parties agree to alternative pricing.
- Annual System Support is available in both Premium and Standard Level. Changes to the Technical Support level elected by Customer are subject to the notice requirements described in Exhibit B – Technical Support.
- Pricing assumes there are no changes or additions to other system factors, including without limitation, deployed meter quantities, software licenses, applications, features and functionalities, server hardware/platforms. Additional Services (as defined in Addendum A-1 to the EULA) will be priced pursuant to Tantalus' then-current price list and quoted by Tantalus, as applicable, upon receipt of a written request from Customer. In the event of such changes, the price for annual Maintenance and Support Services is subject to increase.
- Except as expressly set forth on Exhibit D and unless otherwise specifically set forth in writing, Pricing does not include any costs associated with Third-Party Products.

EXHIBIT C
MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Mutual Non-Disclosure and Confidentiality Agreement (this "**Agreement**") is made and entered into as of _____ between Tantalus Systems Inc., a Delaware corporation with a primary business address of 1130 Situs Court, Suite 230, Raleigh, NC 27606 ("**Tantalus**") on behalf of itself and its Affiliates, and City of Riverside a California charter city and municipal corporation with a primary business address of 3900 Main Street, Riverside, CA 92522 (**"Customer"**). Tantalus and Customer shall be collectively referred to herein as the "**Parties**" and each individually as a "**Party**". The Parties acknowledge that Tantalus and Customer have entered into, or wish to enter into, a business relationship (the "**Business Relationship**") and that in the course of past, present and/or future dealings between the Parties relating to the Business Relationship or otherwise, the Parties have disclosed and/or may disclose their respective Confidential Information (as defined below) to the other Party. This Agreement is intended to allow the Parties to have open communications during the course of the business dealings contemplated by the Business Relationship, while protecting their respective Confidential Information (including Confidential Information previously disclosed by either Party to the other Party) against unauthorized use or disclosure.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the Parties agree as follows:

1. Confidential Information. As used in this Agreement, the term "**Confidential Information**" means all information, whether or not reduced to writing, related to the Business Relationship or to the business of either Party or its Affiliates (as defined below) that (a) is provided or made available by one Party or its Affiliates or Representatives (as defined below) (the "**Disclosing Party**") to the other Party (the "**Recipient**") or observed by the Recipient in connection with the Business Relationship, in any form and at any time (whether prior or subsequent to the Effective Date), and (b) is either identified as "confidential" (or with other similar designation(s)) by the Disclosing Party, or would or should reasonably be understood by the Recipient to be confidential given the nature of the information and/or the circumstances under which such information was disclosed. Confidential Information includes but is not limited to data (technical and non-technical), formulas, patterns, compilations (including compilations of customer information), programs (including models), devices, methods (including design methods), techniques, drawings (including equipment drawings), processes, financial information (including sales forecasts), pricing, lists of actual or potential customers or suppliers (including identifying information about those customers), operational information, planning or strategy information, research and development information, information about existing and future products, and information about personnel matters of the Disclosing Party. The Parties further acknowledge and agree that the scope of the Business Relationship, performance thereof, and all discussions between the Parties and information relating thereto, constitute Confidential Information. "**Representatives**" means the directors, officers, employees, agents, consultants, legal counsel, accountants and financial advisors of a Party to this Agreement. An "**Affiliate**" of a Party means any legal entity that such Party owns, is owned by, or is under common control with such Party. For purposes of the foregoing definition of "Affiliate", the terms "control" and "own" mean possessing a 50% or greater interest in an entity or the right to direct the management of the entity.

2. Exclusions. For purposes of this Agreement, other than with respect to personal data or other legally protected information, "Confidential Information" does not include any data or information which: (a) is or becomes generally available to the public other than by the fault of the Recipient, or by a third-party that has a duty of confidentiality to the Disclosing Party with respect to the disclosed information or is otherwise prohibited from transmitting that information by a contractual, legal or other obligation; (b) is or becomes available to the Recipient on a non-confidential basis from a source other than Disclosing Party, provided that the source does not at the time of disclosure have a duty of confidentiality to the Disclosing Party with respect to the disclosed information or is not otherwise prohibited from disclosing that information by a contractual, legal or other obligation; (c) the Recipient can demonstrate by written records was, prior to its receipt from Disclosing Party, known to it at the time of disclosure; (d) is independently developed by the Recipient without use of or reliance on, directly or indirectly, Confidential Information of the Disclosing Party, as demonstrated from the written records of the Recipient; or (e) is required to be disclosed to a governmental entity or agency in connection with seeking any governmental or regulatory approval, or pursuant to the lawful requirement or request of a governmental entity or agency, or otherwise required to be disclosed by law; provided however that any information required to be disclosed under this Section 2(e) shall be subject to Section 4 below.

3. Protection of Confidential Information. Each of the Parties hereto, its Affiliates and its Representatives (a) must use the same care and discretion as it employs with its own confidential and proprietary information of a similar nature (but in no event less than reasonable care and discretion) to maintain in confidence, and prevent disclosures of, the Confidential Information of the Disclosing Party, and (b) must not use the Confidential Information of the Disclosing Party except to further the Business Relationship or as otherwise specifically authorized in writing by the Disclosing Party. Under no circumstances, except as expressly set forth below, shall the Recipient reproduce, distribute, transfer, disclose or otherwise provide or make available, directly or indirectly, any Confidential Information of Disclosing Party to any third-party other than as permitted under Section 4 below. Each Party understands that in addition to its obligations to the other Party under this Agreement, it may not use any Confidential Information of the Disclosing Party or permit the Disclosing Party's Confidential Information to be used

by any person or entity, for its or their own benefit or to the detriment of the Disclosing Party, or in violation of any federal or state laws, including securities laws governing insider trading. Each Party understands and will inform its Representatives that such laws prohibit any person, directly or indirectly, from buying or selling securities of any company while in possession of material non-public information regarding that company (including without limitation, the other Party).

4. Permitted and Compelled Disclosures. Recipient may disclose the Confidential Information of the Disclosing Party only to its Affiliates or Representatives who are directly involved in performing or evaluating the Business Relationship, who have a specific need to know such information, and who are obligated to hold the information in confidence and otherwise to comply with the terms of this Agreement. The Recipient agrees to instruct each of its Affiliates and Representatives to maintain the confidentiality of all of the Confidential Information and shall be liable for any unauthorized disclosures of Confidential Information or other breach of this Agreement by Recipients' Representatives authorized by Recipient to receive the information. If the Recipient is required to produce or disclose the Disclosing Party's Confidential Information by law, court order or governmental authority, the Recipient must promptly notify the Disclosing Party of that obligation. and shall only disclose such portion of the Disclosing Party's Confidential Information which the Recipient is advised by counsel is required to be disclosed in order for the Recipient to comply with legal obligation.

5. Return of Confidential Information. Within ten (10) business days following the Recipient's receipt of a written request from the Disclosing Party, the Recipient must (a) return to the Disclosing Party, or at the Disclosing Party's election destroy, all tangible materials containing or embodying the Confidential Information in its possession, custody or control; and (b) securely erase all electronic materials containing or embodying the Confidential Information and certify the same to the Disclosing Party in writing. Notwithstanding the foregoing, the Recipient shall not be otherwise required to erase, expunge or destroy any tangible materials or electronic copies of Confidential Information required to be maintained pursuant to an applicable law, rule or code until the retention period for such documentation has expired, or that are created as a result of the Recipient's standard back-up policies and procedures for the retention of information in an electronic format. Notwithstanding the foregoing delivery requirement, the Recipient may destroy any notes, analyses or reports generated by the Recipient to the extent any such notes, analyses or reports contain Confidential Information, and the Recipient shall certify such destruction within such ten (10) business day period.

6. Rights and Ownership of Confidential Information. Recipient acknowledges and agrees that as between the Parties, any Confidential Information is the sole and exclusive property of the Disclosing Party. Except as expressly herein provided, this Agreement shall not be construed as granting or conferring to either Party, either expressly or impliedly, any rights, licenses or interests in or with respect to any Confidential Information of the other Party, including any intellectual property or ownership rights. This Agreement shall also not create any exclusive business relationship or other rights or obligations between the Parties, nor require the Parties to enter into any other definitive business agreement.

7. Competitive Information. Each of the Parties acknowledges and understands that the other Party may currently or in the future market or have under development products or services which are competitive with products or services now offered or which may be offered by the other Party, and, except as expressly set forth in this Agreement, the Parties' communications hereunder will not serve to impair the right of either Party to develop, make, use, procure or market products or services now or in the future which may be competitive with those offered by the other Party, nor require either Party to disclose any planning or other information to the other Party, provided that in no event may either Party use the Confidential Information of the other Party in pursuit thereof.

8. Term and Survival. This Agreement shall remain in effect until terminated by either Party upon ten (10) business days' written notice to the other Party ("**Term**"), provided however, the obligations of either Party under this Agreement with respect to any given information shall survive any termination of this Agreement until the information no longer qualifies as Confidential Information.

9. Warranties. The Disclosing Party represents that if the Confidential Information disclosed hereunder contains confidential or proprietary information of any third-party, such third-party has authorized the disclosure of such information pursuant to the terms hereof. No other warranties of any kind are made with respect to any information disclosed under this Agreement.

10. Notices. All notices under this Agreement must be made in writing and shall be deemed properly delivered when: (a) delivered personally, (b) sent by e-mail to the address below, delivery confirmation required, or (c) mailed by certified mail, postage prepaid or overnight delivery service to the address of the other Party set forth below, or (d) sent by facsimile (provided confirmation of delivery is obtained at the time of transmission). Notices shall be effective upon receipt.

Communications must be addressed to the Parties as follows:

If to Tantalus:
Peter A. Londa, President & CEO
Tantalus Systems Inc.
1130 Situs Court, Suite 230
Raleigh, NC 27606
Facsimile: (919) 900-8978
E-mail: legal_dept@tantalus.com

If to Company:
Attn: Todd CorbinRPU General Manager
City of Riverside
3900 Main Street
Riverside, CA 92522

Facsimile: (951)826-5878
E-mail: tcorbin@riversideca.gov

Unless expressly set out to the contrary herein, consent or approval that is explicitly required herein of a Party hereto will not be unreasonably delayed, withheld or withdrawn by it. Either Party may change the address for service by giving 15 days' advance written notice to the other Party.

11. Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties on the subject matter hereof, and supersedes and invalidates all other commitments, representations, warranties, conditions and understanding relating to the subject matter hereof.

12. Severability. Should any provision of this Agreement be held invalid, illegal or unenforceable for any reason, such provision shall be deemed restricted in application to the extent required to render it valid, and the remainder of this Agreement shall in no way be affected and shall remain valid and enforceable for all purposes. No modifications of this Agreement will be effective unless set forth in writing signed by both Parties.

13. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of California (without giving effect to its conflict of laws provisions which would lead to the application of the laws of another jurisdiction). If either Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover actual, reasonable attorneys' fees. Except to the extent necessary to obtain jurisdiction over a third-party, any legal action, suit or proceeding arising out of this Agreement shall be brought solely and exclusively in the Superior Court of the County of Riverside, California, and each Party irrevocably accepts and submits to the sole and exclusive jurisdiction of the tribunals in Riverside County, California.

14. Successors and Assigns. Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, and any attempted assignment in contravention with the foregoing shall be void. The rights and obligations of the Parties will inure to the benefit of, will be binding upon, and will be enforceable by the Parties and their permitted successors.

15. Non-Waiver. A waiver of any claim, demand or right based on the breach of any provision of this Agreement shall not be construed as a waiver of any other claim, demand or right based on a subsequent breach of the same or any other provision.

16. Injunctive Relief. The Recipient acknowledges and agrees that should it or any one of its Representatives threaten to breach or breach any provision of this Agreement, the Disclosing Party will suffer irreparable damages, and its remedy at law will be inadequate. Therefore, the Disclosing Party shall be entitled, in addition to all other remedies available to it at law or in equity, to seek equitable relief, including specific performance and injunctive relief, to enforce any provision hereof and to restrain the Recipient or its Representatives from using or disclosing, in whole or in part, directly or indirectly, any Confidential Information, without payment of a bond or other security.

17. Execution in Counterparts and by Facsimile. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party.

[Signatures on next page]

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

Accepted on this day by:

CITY OF RIVERSIDE, a California
charter city and municipal corporation

By: _____
City Manager

Attest: _____
City Clerk

Certified as to Availability of Funds

By: _____
CFO/Treasurer

Approved as to Form:

By: _____
Assistant City Attorney

TANTALUS SYSTEMS INC.,
a Delaware corporation

By: _____
Param Pawar
PVice President, Finance

By: _____
Param Pawar
Secretary

EXHIBIT D
THIRD-PARTY PRODUCTS

N/A

EXHIBIT C
MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Mutual Non-Disclosure and Confidentiality Agreement (this "**Agreement**") is made and entered into as of _____ between Tantalus Systems Inc., a Delaware corporation with a primary business address of 1130 Situs Court, Suite 230, Raleigh, NC 27606 ("**Tantalus**") on behalf of itself and its Affiliates, and City of Riverside a California charter city and municipal corporation with a primary business address of 3900 Main Street, Riverside, CA 92522 (**"Customer"**). Tantalus and Customer shall be collectively referred to herein as the "**Parties**" and each individually as a "**Party**". The Parties acknowledge that Tantalus and Customer have entered into, or wish to enter into, a business relationship (the "**Business Relationship**") and that in the course of past, present and/or future dealings between the Parties relating to the Business Relationship or otherwise, the Parties have disclosed and/or may disclose their respective Confidential Information (as defined below) to the other Party. This Agreement is intended to allow the Parties to have open communications during the course of the business dealings contemplated by the Business Relationship, while protecting their respective Confidential Information (including Confidential Information previously disclosed by either Party to the other Party) against unauthorized use or disclosure.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the Parties agree as follows:

1. Confidential Information. As used in this Agreement, the term "**Confidential Information**" means all information, whether or not reduced to writing, related to the Business Relationship or to the business of either Party or its Affiliates (as defined below) that (a) is provided or made available by one Party or its Affiliates or Representatives (as defined below) (the "**Disclosing Party**") to the other Party (the "**Recipient**") or observed by the Recipient in connection with the Business Relationship, in any form and at any time (whether prior or subsequent to the Effective Date), and (b) is either identified as "confidential" (or with other similar designation(s)) by the Disclosing Party, or would or should reasonably be understood by the Recipient to be confidential given the nature of the information and/or the circumstances under which such information was disclosed. Confidential Information includes but is not limited to data (technical and non-technical), formulas, patterns, compilations (including compilations of customer information), programs (including models), devices, methods (including design methods), techniques, drawings (including equipment drawings), processes, financial information (including sales forecasts), pricing, lists of actual or potential customers or suppliers (including identifying information about those customers), operational information, planning or strategy information, research and development information, information about existing and future products, and information about personnel matters of the Disclosing Party. The Parties further acknowledge and agree that the scope of the Business Relationship, performance thereof, and all discussions between the Parties and information relating thereto, constitute Confidential Information. "**Representatives**" means the directors, officers, employees, agents, consultants, legal counsel, accountants and financial advisors of a Party to this Agreement. An "**Affiliate**" of a Party means any legal entity that such Party owns, is owned by, or is under common control with such Party. For purposes of the foregoing definition of "Affiliate", the terms "control" and "own" mean possessing a 50% or greater interest in an entity or the right to direct the management of the entity.

2. Exclusions. For purposes of this Agreement, other than with respect to personal data or other legally protected information, "Confidential Information" does not include any data or information which: (a) is or becomes generally available to the public other than by the fault of the Recipient, or by a third-party that has a duty of confidentiality to the Disclosing Party with respect to the disclosed information or is otherwise prohibited from transmitting that information by a contractual, legal or other obligation; (b) is or becomes available to the Recipient on a non-confidential basis from a source other than Disclosing Party, provided that the source does not at the time of disclosure have a duty of confidentiality to the Disclosing Party with respect to the disclosed information or is not otherwise prohibited from disclosing that information by a contractual, legal or other obligation; (c) the Recipient can demonstrate by written records was, prior to its receipt from Disclosing Party, known to it at the time of disclosure; (d) is independently developed by the Recipient without use of or reliance on, directly or indirectly, Confidential Information of the Disclosing Party, as demonstrated from the written records of the Recipient; or (e) is required to be disclosed to a governmental entity or agency in connection with seeking any governmental or regulatory approval, or pursuant to the lawful requirement or request of a governmental entity or agency, or otherwise required to be disclosed by law; provided however that any information required to be disclosed under this Section 2(e) shall be subject to Section 4 below.

3. Protection of Confidential Information. Each of the Parties hereto, its Affiliates and its Representatives (a) must use the same care and discretion as it employs with its own confidential and proprietary information of a similar nature (but in no event less than reasonable care and discretion) to maintain in confidence, and prevent disclosures of, the Confidential Information of the Disclosing Party, and (b) must not use the Confidential Information of the Disclosing Party except to further the Business Relationship or as otherwise specifically authorized in writing by the Disclosing Party. Under no circumstances, except as expressly set forth below, shall the Recipient reproduce, distribute, transfer, disclose or otherwise provide or make available, directly or indirectly, any Confidential Information of Disclosing Party to any third-party other than as permitted under Section 4 below. Each Party understands that in addition to its obligations to the other Party under this Agreement, it may not use any Confidential Information of the Disclosing Party or permit the Disclosing Party's Confidential Information to be used

by any person or entity, for its or their own benefit or to the detriment of the Disclosing Party, or in violation of any federal or state laws, including securities laws governing insider trading. Each Party understands and will inform its Representatives that such laws prohibit any person, directly or indirectly, from buying or selling securities of any company while in possession of material non-public information regarding that company (including without limitation, the other Party).

4. Permitted and Compelled Disclosures. Recipient may disclose the Confidential Information of the Disclosing Party only to its Affiliates or Representatives who are directly involved in performing or evaluating the Business Relationship, who have a specific need to know such information, and who are obligated to hold the information in confidence and otherwise to comply with the terms of this Agreement. The Recipient agrees to instruct each of its Affiliates and Representatives to maintain the confidentiality of all of the Confidential Information and shall be liable for any unauthorized disclosures of Confidential Information or other breach of this Agreement by Recipients' Representatives authorized by Recipient to receive the information. If the Recipient is required to produce or disclose the Disclosing Party's Confidential Information by law, court order or governmental authority, the Recipient must promptly notify the Disclosing Party of that obligation and shall only disclose such portion of the Disclosing Party's Confidential Information which the Recipient is advised by counsel is required to be disclosed in order for the Recipient to comply with legal obligation.

5. Return of Confidential Information. Within ten (10) business days following the Recipient's receipt of a written request from the Disclosing Party, the Recipient must (a) return to the Disclosing Party, or at the Disclosing Party's election destroy, all tangible materials containing or embodying the Confidential Information in its possession, custody or control; and (b) securely erase all electronic materials containing or embodying the Confidential Information and certify the same to the Disclosing Party in writing. Notwithstanding the foregoing, the Recipient shall not be otherwise required to erase, expunge or destroy any tangible materials or electronic copies of Confidential Information required to be maintained pursuant to an applicable law, rule or code until the retention period for such documentation has expired, or that are created as a result of the Recipient's standard back-up policies and procedures for the retention of information in an electronic format. Notwithstanding the foregoing delivery requirement, the Recipient may destroy any notes, analyses or reports generated by the Recipient to the extent any such notes, analyses or reports contain Confidential Information, and the Recipient shall certify such destruction within such ten (10) business day period.

6. Rights and Ownership of Confidential Information. Recipient acknowledges and agrees that as between the Parties, any Confidential Information is the sole and exclusive property of the Disclosing Party. Except as expressly herein provided, this Agreement shall not be construed as granting or conferring to either Party, either expressly or impliedly, any rights, licenses or interests in or with respect to any Confidential Information of the other Party, including any intellectual property or ownership rights. This Agreement shall also not create any exclusive business relationship or other rights or obligations between the Parties, nor require the Parties to enter into any other definitive business agreement.

7. Competitive Information. Each of the Parties acknowledges and understands that the other Party may currently or in the future market or have under development products or services which are competitive with products or services now offered or which may be offered by the other Party, and, except as expressly set forth in this Agreement, the Parties' communications hereunder will not serve to impair the right of either Party to develop, make, use, procure or market products or services now or in the future which may be competitive with those offered by the other Party, nor require either Party to disclose any planning or other information to the other Party, provided that in no event may either Party use the Confidential Information of the other Party in pursuit thereof.

8. Term and Survival. This Agreement shall remain in effect until terminated by either Party upon ten (10) business days' written notice to the other Party ("**Term**"), provided however, the obligations of either Party under this Agreement with respect to any given information shall survive any termination of this Agreement until the information no longer qualifies as Confidential Information.

9. Warranties. The Disclosing Party represents that if the Confidential Information disclosed hereunder contains confidential or proprietary information of any third-party, such third-party has authorized the disclosure of such information pursuant to the terms hereof. No other warranties of any kind are made with respect to any information disclosed under this Agreement.

10. Notices. All notices under this Agreement must be made in writing and shall be deemed properly delivered when: (a) delivered personally, (b) sent by e-mail to the address below, delivery confirmation required, or (c) mailed by certified mail, postage prepaid or overnight delivery service to the address of the other Party set forth below, or (d) sent by facsimile (provided confirmation of delivery is obtained at the time of transmission). Notices shall be effective upon receipt.

Communications must be addressed to the Parties as follows:

If to Tantalus:
Peter A. Londa, President & CEO
Tantalus Systems Inc.
1130 Situs Court, Suite 230
Raleigh, NC 27606
Facsimile: (919) 900-8978
E-mail: legal_dept@tantalus.com

If to Company:
Attn: Todd CorbinRPU General Manager
City of Riverside
3900 Main Street
Riverside, CA 92522

Facsimile: (951)826-5878
E-mail: tcorbin@riversideca.gov

Unless expressly set out to the contrary herein, consent or approval that is explicitly required herein of a Party hereto will not be unreasonably delayed, withheld or withdrawn by it. Either Party may change the address for service by giving 15 days' advance written notice to the other Party.

11. Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties on the subject matter hereof, and supersedes and invalidates all other commitments, representations, warranties, conditions and understanding relating to the subject matter hereof.

12. Severability. Should any provision of this Agreement be held invalid, illegal or unenforceable for any reason, such provision shall be deemed restricted in application to the extent required to render it valid, and the remainder of this Agreement shall in no way be affected and shall remain valid and enforceable for all purposes. No modifications of this Agreement will be effective unless set forth in writing signed by both Parties.

13. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of California (without giving effect to its conflict of laws provisions which would lead to the application of the laws of another jurisdiction). If either Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover actual, reasonable attorneys' fees. Except to the extent necessary to obtain jurisdiction over a third-party, any legal action, suit or proceeding arising out of this Agreement shall be brought solely and exclusively in the Superior Court of the County of Riverside, California, and each Party irrevocably accepts and submits to the sole and exclusive jurisdiction of the tribunals in Riverside County, California.

14. Successors and Assigns. Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, and any attempted assignment in contravention with the foregoing shall be void. The rights and obligations of the Parties will inure to the benefit of, will be binding upon, and will be enforceable by the Parties and their permitted successors.

15. Non-Waiver. A waiver of any claim, demand or right based on the breach of any provision of this Agreement shall not be construed as a waiver of any other claim, demand or right based on a subsequent breach of the same or any other provision.

16. Injunctive Relief. The Recipient acknowledges and agrees that should it or any one of its Representatives threaten to breach or breach any provision of this Agreement, the Disclosing Party will suffer irreparable damages, and its remedy at law will be inadequate. Therefore, the Disclosing Party shall be entitled, in addition to all other remedies available to it at law or in equity, to seek equitable relief, including specific performance and injunctive relief, to enforce any provision hereof and to restrain the Recipient or its Representatives from using or disclosing, in whole or in part, directly or indirectly, any Confidential Information, without payment of a bond or other security.

17. Execution in Counterparts and by Facsimile. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party.

[Signatures on next page]

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

Accepted on this day by:

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manager

Attest: _____
City Clerk

Certified as to Availability of Funds

By: _____
CFO/Treasurer

Approved as to Form:

By: _____
Assistant City Attorney

TANTALUS SYSTEMS INC.,
a Delaware corporation

By: _____
Param Pawar
Vice President, Finance

By: _____
Param Pawar
Secretary