

**Master Products and Services Agreement**

**between**


**Clay County Utility Authority**  
**("Customer")**

**and**  
**Sensus USA Inc.**  
**("Sensus")**

IN WITNESS WHEREOF, the parties have caused this Master Products and Services Agreement ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 5 Years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 5 years ("Renewal Term"), unless the Customer provides written notice to Sensus of its desire to not renew the Agreement one hundred twenty (120) days before the end of the then existing Term. The "Term" shall refer to both the Initial Term and the Renewal Term.

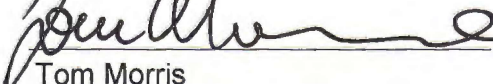
**Sensus USA Inc.**

By:   
Tim Harriger (Sep 19, 2019)  
Name: Tim Harriger  
Title: VP Sales, NA Water  
Date: Sep 19, 2019

Pricing remains firm until 10/1/2019 ("Trigger Date")

All purchase orders shall be sent to the address provided by Sensus. Sensus may change this address upon notice to Customer.

**Customer: Clay County Utility Authority**

By:   
Name: Tom Morris  
Title: Executive Director  
Date: 09/17/19

**Contents of this Agreement:**  
Agreement

Exhibit A	Software
Exhibit B	Technical Support
Exhibit C	Pricing

Customer order acknowledgements shall be sent to:  
[insert email address or fax number]

Sensus shall send all invoices to:  
Clay County Utility Authority  
Attn: Cara Clark  
3176 Old Jennings Road  
Middleburg, FL 32068  
cclark@clayutility.org

1. **Equipment.**

A. **Purchase of Equipment.**

- i. **Equipment.** Customer shall purchase from Sensus the quantities and types of Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") set forth in Exhibit C at the prices set forth in Exhibit C.
- ii. **Delivery.** Customer shall pay for delivery of the Equipment from Sensus' or Sensus' contracted manufacturers' factory to Customer's warehouse, unless the order is over seven thousand five hundred (\$7,500) USD, then Sensus shall pay for the delivery of the Equipment from Sensus' or Sensus' contracted manufacturer's factory to Customer's warehouse. All Equipment is shipped F.O.B. Customer's designated delivery location. Risk of Loss, title to, and property in, the Equipment shall pass to Customer upon acceptance by Customer. Customer must provide notice to Sensus within five (5) business days from delivery of shipments that are not deemed as accepted; otherwise shipment shall be deemed as successfully accepted by Customer.
- iii. **Project Number.** Customer shall include the Sensus project number on all Purchase Orders. Orders submitted to Sensus may not be canceled or amended, or deliveries deferred, by Customer except with Sensus' prior written consent.
- iv. **Warranty.** The Equipment purchased directly from Sensus is warranted as set forth in this subsection (v).
  - (a) Sensus warrants its water metering equipment and gas SmartPoint Modules according to the terms and conditions (including all limitations and exclusions) in the Sensus G-500 warranty, available at: <https://www.sensus.com/tc> (click on the G500 link), or 1-800-METER-IT ("G-500 Warranty"). To the extent the terms of the G-500 Warranty conflict with the terms in this Agreement, the terms of this Agreement shall control.
  - (b) Sensus warrants all other goods, software, and services, except for the water metering equipment and gas SmartPoint Modules, according to the terms and conditions (including all limitations and exclusions) in the Sensus Limited Warranty, available at: <https://www.sensus.com/tc> (click on the General Warranty link), or 1-800-METER-IT "General Limited Warranty". To the extent the terms of the General Limited Warranty conflict with the terms in this Agreement, the terms of this Agreement shall control.
  - (c) The G-500 Warranty and the General Limited Warranty are hereby incorporated by reference as if fully set forth herein.

- B. **Limitations and Exclusions.** THE WARRANTIES IN THIS SECTION 1, THE G-500 WARRANTY, AND THE GENERAL LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE LICENSES, AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.

C. **Ongoing Maintenance of Equipment.**

- i. **Field Devices.** Customer shall be responsible for the ongoing maintenance of the Field Devices. Customer shall provide the field services labor to visit a problem Field Device and perform diagnostics and repair or replacement.
- ii. **RF Field Equipment.** Customer shall be responsible for the ongoing maintenance of the RF Field Equipment. Customer shall be responsible for the ongoing monthly operations and expenses related to the RF Field Equipment, including any leasing costs, construction costs, taxes and costs of WAN Backhaul. Customer shall pay for electric power to the RF Field Equipment.

2. **Services.**

A. **Installation of Equipment.**

- i. **Generally** Customer shall install the Field Devices at its End Users' premises, or other location as applicable, unless otherwise stated in writing between the parties.
- ii. **Field Devices.** Customer shall install the Field Devices at its End Users' premises, or other location as applicable. For electricity products, Customer shall first test and confirm that each socket to which a Network Device will be connected is in safe operating condition, is fully functional and is not "hot", damaged or otherwise in need of maintenance or repair.
- iii. **RF Field Equipment.** Sensus shall perform the propagation analysis in the Service Territory to determine where to locate the RF Field Equipment. Any installation work related to RF Field Equipment shall be subject to a separate agreement which describes the scope and pricing for such work.

- B. **Software Implementation.** Sensus shall install and configure the Software and shall install the Software on the Server Hardware.

- C. **IT Systems Integration Services.** Integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.

- D. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.

- E. **Project Management.** Project management of the FlexNet System is not included in this Agreement. Any project management shall be subject to a separate agreement which describes the scope and pricing for such work.

- F. **Training.** Training on the use of the FlexNet System is not included in this Agreement. Any training shall be subject to a separate agreement which describes the scope and pricing for such work.

3. **Software.**

A. **Software License.**

- B. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.

- C. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.

4. **Spectrum.**

- A. **Spectrum Lease.** The parties previously entered into a spectrum manager lease on 11/21/2014 (the "Spectrum Lease"), which is hereby specifically incorporated by reference.

5. **General Terms and Conditions.**

- A. **Payment.** All payment and pricing is subject to the terms in Exhibit C.

- B. **Infringement Indemnity.** Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer in the United States by a third party which alleges that the FlexNet System provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Sensus shall have no liability under this indemnity unless Customer cooperates with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) days of receiving it. Further, Sensus shall have no liability hereunder if such claim is related to; (i) any change, modification or alteration made to the FlexNet System by Customer or a third party, (ii) use of the FlexNet System in combination with any goods or services not provided by Sensus hereunder, (iii) Customer's failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the FlexNet System other than for the Permitted Use. In the event the FlexNet System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the FlexNet System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may; (i) procure for Customer the right to continue using the FlexNet System or (ii) modify or replace the FlexNet System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.
- C. **Limitation of Liability.** Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the total amount paid by Customer directly to Sensus under this Agreement. This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (iv) manual meter read costs and expenses; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
- D. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease.
- E. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
- F. **Intellectual Property Rights**
- i. **Software and Materials.** No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.
  - ii. **Customer Data.** Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or FlexNet System, such as network and equipment status information or the like.
  - iii. **Consent to Use of Customer Data.** Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus or affiliate equipment, software, or service; or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under this Agreement.
  - iv. **Access to Customer Data.** Within 45 days of Customer's written request, Sensus will provide Customer a copy of the previous 24 months CMEP interval file and deliver the file to a drop location specified by Customer.
- G. **Data Privacy.** Customer acknowledges that Sensus and its Affiliates (collectively, "Xylem") will collect and process personal data for the purposes outlined in this Agreement. Xylem's data privacy policy is available at <https://www.xylem.com/en-us/support/privacy/>. Customer acknowledges that it has read and understood Xylem's privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's responsibility.
- H. **Confidentiality.** Except as may be required under applicable law, court order, or regulation, or to the extent required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
- I. **Compliance with Laws.** Customer and Sensus shall each comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer and Sensus shall not take any action, or permit the taking of any action by a third party, which may render the other one of them liable for a violation of applicable laws.
- i. **Export Control Laws.** Customer shall; (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.



- ii. **Anti-Corruption Laws.** Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's country or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
- iii. **Florida Public Records Laws.** Notwithstanding any provisions of the Agreement to the contrary, The Florida Public Records Act and Article I, Section 24 of the Florida Constitution ("Florida Public Records Laws"), are broadly interpreted, construed, and applied to Customer as a public body of the State of Florida, and, as may be required by statutory and case law, Sensus as the contractor of Customer. Customer's timely lawful compliance with the Florida Public Records Laws is required at all times, and any such compliance with the provisions thereof shall not constitute any default or failure of performance, nor excuse any covenant made or performance due from Sensus under Agreement. Customer shall notify Sensus within five (5) business days of receiving a request under the Florida Public Records Laws for any records which would constitute Confidential Information and to the extent allowed by law, Customer shall apply exceptions to disclosure of the Confidential Information that are applicable under the Acts. If a suit is filed by a member of the public with respect to any such request, Customer will cooperate in any action to intervene filed by Sensus. Notwithstanding any provision in this Agreement to the contrary, Sensus will indemnify and hold harmless Customer for any and all costs and attorneys' fees awarded to a prevailing plaintiff arising out of or related to a suit which result from Customer's actions, taken at Sensus' request, in compliance with this provision in protecting the Confidential Information from public disclosure.
- J. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
- K. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
- L. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
- M. **Governing Law and Dispute Resolution.** The rights, obligations and remedies of the parties as specified under the Contract will be interpreted and governed in all respects by the laws of the State of Florida. Litigation involving this Agreement or any provision thereof shall take place in the State or Federal Courts located in Clay County, Florida. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
- N. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
- O. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
- P. **Four Corners.** This written Agreement, including all of its exhibits and the Spectrum Lease, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.
- Q. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.

## 6. Definitions

- A. **"Affiliate"** of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
- B. **"Available Meter"** means an installed Sensus FlexNet meter (with a SmartPoint Module installed) or a Sensus SmartPoint Module which has been installed on a third party meter, and which, in either case, is not an Unavailable Meter (or on an Unavailable Meter in the case of SmartPoint Modules on third party meters) and which satisfies all of the following criteria: (i) it functions properly, and is not a damaged or failed meter; (ii) Intentionally Omitted (iii) it is serviced by RF Field Equipment that has not been subjected to a power failure greater than eight (8) total hours; (iv) neither it nor the RF Field Equipment that serves that meter has been affected by a Force Majeure event; (v) jamming of the radio spectrum is not preventing or interfering with radio communication to or from the meter; (vi) it is installed in the Service Territory; (vii) it has not been reported to Customer under Sensus' or Customer's preventative maintenance; (viii) its functioning or performance has not been adversely affected by a failure of Customer to perform its obligations or tasks for which it is responsible under this Agreement; (ix) its functioning or performance has not been adversely affected by a failure or insufficiency of the back haul telecommunications network of Customer for communications among the components of the Sensus FlexNet System; and (x) it has been installed in compliance with the procedures and specifications approved by Customer and Sensus.
- C. **"Confidential Information"** means any and all non-public information of either party, including the terms of this agreement, all technical information about either party's products or services, marketing and marketing plans, Customer's End Users' data, FlexNet System performance, FlexNet System architecture and design, FlexNet System software, other business and financial information of either party, and all trade secrets of either party.
- D. **"End User"** means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
- E. **"Field Devices"** means the SmartPoint Modules.

- F. **"FlexNet Base Station"** identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
- G. **"FlexNet System"** is comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, Spectrum Lease, and other equipment provided to Customer hereunder. The FlexNet System only includes the foregoing, as provided by Sensus. The FlexNet System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
- H. **"Force Majeure"** means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
- I. **"Hosted Software"** means those items listed as an Application in Exhibit A.
- J. **"In/Out Costs"** means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
- K. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- L. **"Licensed Software"** means the Sensus proprietary software that Sensus expressly licenses to Customer as specifically set forth in this Agreement.
- M. **"LCM"** identifies the load control modules.
- N. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer during the Term of this Agreement.
- O. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
- P. **"Permitted Use"** means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third devices not provided by Sensus or reading Field Devices outside the Service Territory.
- Q. **"R100 Unit"** identifies the Sensus standalone, mounted transceiver that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station or directly to the RNI by TCP/IP backhaul communication, as the case may be.
- R. **"Release"** means both Updates and Upgrades.
- S. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- T. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, R100 units (if any) and Remote Transceivers (if any).
- U. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- V. **"RNI Software"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- W. **"Service Territory"** identifies the geographic area where Customer utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.
- X. **"Server Hardware"** means the RNI hardware.
- Y. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.
- Z. **"Software"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.
- AA. **"TouchCoupler Unit"** identifies an inductive coupler connection from a water register to the SmartPoint Module.
- BB. **"Unavailable Meters"** include meters with sockets with power cut at the pole, meters that are booted on the line side, sockets that are not provided power due to a power delivery system failure, meters with tamper, theft or other human induced failures that render the meter or SmartPoint Module incapable of providing a read, a Force Majeure event induced failures of the power delivery system, socket or meter, and/or any system or meter maintenance issue that precludes the meter from transmitting its message to the network. Examples of Unavailable Meters include: (i) Intentionally Omitted; (ii) Intentionally Omitted; (iii) Intentionally Omitted; (iv) Intentionally Omitted; (v) Broken TouchCoupler unit: the TouchCoupler unit is damaged by intentional or unintentional acts; (vi) Broken Clip: the clip that holds the TouchCoupler unit into the radio package housing is broken and the unit cannot complete the inductive electrical connection; (vii) Improper installation of the TouchCoupler unit: the TouchCoupler unit is not pushed all the way into the housing clip causing the unit to not be able to complete the inductive electrical connection; (viii) Unit not installed through the pit lid: the unit is not installed with the antenna positioned through the pit lid and properly secured with the retaining nut. The radio unit must also be securely attached to the antenna section; (ix) Radio unit not securely attached to the Antenna unit: The water-proof SmartPoint Module housing is not properly installed and secured to the antenna unit; (x) Damaged antenna: the unit's antenna is damaged by intentional or unintentional acts; (xi) Damaged radio package: the unit's water-proof radio package is damaged by intentional or unintentional acts; (xii) Data Base errors: the unit is removed from the system but not updated in the database. Still shown as in the system when in fact has been removed; (xiii) Phantom Units: the unit is removed from the system but is still transmitting and being heard by the system; and (xiv) Other Installation Defect: the unit is otherwise installed improperly so that it does not communicate with the FlexNet Base Station.
- CC. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
- DD. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- EE. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

## Exhibit A Software

### Software as a Service

#### I. Description of Services.

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both: (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments for such application of Software as a Service.

##### A. Software as a Service Generally.

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, data center, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an Application):

- Regional Network Interface (RNI) Software
- Sensus Analytics
  - Enhanced Package
- Consumer Portal

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment. Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

- B. **Use of Software as a Service.** Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use, and ends upon the earlier of: (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.

- C. **Termination of an Application.** Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that: (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

##### D. Software as a Service means only the following services:

- i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Application.
- iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.
- iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
  - a. Network addresses and virtual private networks (VPN)
  - b. Standard time source (NTP or GPS)
  - c. Security access points
  - d. Respond to relevant alarms and notifications
- v. Capacity and performance management. Sensus will:
  - a. Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backpool, logs, message broker storage, etc.)
  - b. If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
  - c. Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures. Sensus will coordinate changes or configurations with Customer if said changes or configurations will interfere with Customer's operations.
  - d. Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
  - e. Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
  - a. Implement the data retention plan and policy, and will provide the policy upon request.
  - b. Monitor space and capacity requirements.
  - c. Respond to database alarms and notifications.
  - d. Install database software upgrades and patches.
  - e. Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes,



consistency checks, run SQL query/agent jobs, etc.

vii. Incident and Problem Management. Sensus will:

- a. Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
- b. Respond to incidents and problems that may occur to the Application(s).
- c. Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
- d. Correlate incidents and problems where applicable.
- e. Sensus personnel will use the self-service portal to document and track incidents.
- f. In the event that a Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
- g. Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
- h. Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.

viii. Security Management. Sensus will:

- a. Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is highly secure in accordance with NIST Security Standards.
- b. Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
- c. Conduct periodic penetration testing of the network and data center facilities.
- d. Conduct monthly vulnerability scanning by both internal staff and external vendors.
- e. Perform anti-virus and Malware patch management on all systems.
- f. Install updates to virus protection software and related files (including virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
- g. Respond to any potential threat found on the system and work to eliminate virus or malware found.
- h. Adhere to and submit certification to NERC/CIP Cyber Security standards.
- i. Monitor industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus security team.
- j. Provide secure web portal access (SSL) to the Application(s).

ix. Backup and Disaster Recovery Management. Sensus will:

- a. Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
- b. Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
- c. Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
- d. Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
- e. Provide disaster recovery environment and perform fail-over to disaster recovery environment within forty-eight (48) hours of declared event.
- f. Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
- g. Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
- h. In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
- i. The Application shall have a RTO of forty-eight (48) hours.
- j. The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
- k. Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

**E. Customer Responsibilities:**

- i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
- ii. Participate in all required configuration and change management procedures.
- iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
- iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
- v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
- vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
- vii. Responsible for local area network configuration, management, and support.
- viii. Identify and research problems with meter reads and meter read performance.
- ix. Create and manage user accounts.
- x. Customize application configurations.
- xi. Support application users.
- xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
- xiii. Respond to alarms and notifications.
- xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.

**F. Software as a Service does not include any of the following services:**

- i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
- ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

## II. Further Agreements

### A. System Uptime Rate.

- i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month}}{\text{TMO}}$$

### ii. Calculations

- a. **Targeted Minutes of Operation** or **TMO** means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.
- b. **Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
- c. **Non-Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).

### iii. Exceptions. Exceptions mean the following events:

- Force Majeure
- Emergency Work, as defined below; and
- Lack of Internet Availability, as described below.

- a. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("**Emergency Work**"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "**Managed Systems**"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.

- b. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.

### iv. **System Availability.** For each month that the System Uptime Rates for the production RNI falls below 99.0%, Sensus will issue Customer the following Service Level Credits:

System Uptime Rate per calendar month	Service Level Credit
Less than 99.0% but at least 97.5%	5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of SLA Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	10% of the monthly RNI SaaS Fees in which the service level default occurred
Less than 95.0%	20% of the monthly RNI SaaS Fees in which the service level default occurred

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit has accrued. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its undisputed payment obligations under the Agreement. Service Level Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. Sensus shall not refund an unused Service Level Credits or pay cash to Customer for any unused Service Level Credits. Any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

### B. **Data Center Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:

- i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
- ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.



- iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
- iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
- v. Dry pipe pre-action fire detection and suppression systems are provided.
- vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.

**C. Responsibilities of Customer.**

- i. Customer shall promptly pay all Software as a Service fees.
- ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).
- iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.
- iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.
- v. Customer shall be responsible for the day-to-day operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

**D. Software Solution Components.**

- i. **Description of Software Solutions.** Sensus software consists of a core communication module and a set of applications. Some applications are required to perform basic solution capabilities, other applications are optional and add additional capabilities and function to the overall solution. As Customer's business process expands and/or new Sensus offerings are made available, additional applications and functionality can dynamically be added to the solution, provided Customer purchases such additional applications.
- ii. **Regional Network Interface.** The Regional Network Interface (RNI) or Sensus head-end is the centralized intelligence of the FlexNet network; the RNI's primary objective is to transfer endpoint (such as meters) data to the Customer and the advanced feature applications. The RNI is adaptable to Customer configurations by simultaneously supporting a wide range of FlexNet enabled endpoints; including but not limited to meters (electric, water, gas), street lighting, and Home Area Network devices.
  - a. **Core Package**
    - (i) **Communication**
      - 1. Manages all inbound and outbound traffic to and from endpoints
      - 2. Outbound routing optimization
      - 3. Route analyzer
      - 4. AES256 bit encryption of radio messages
      - 5. Reports and metric details of network performance and troubleshooting aids
      - 6. Management of RF equipment (base stations and endpoint radios)
    - (ii) **Data Collection**
      - 1. Missing read management
      - 2. Management of duplicate reads
      - 3. 60 day temporary storage
    - (iii) **Application integration**
      - 1. To Sensus Analytics applications
      - 2. Enable 3<sup>rd</sup> party application integration
      - 3. Batch CMEP file export
      - 4. Real-time access through MultiSpeak
    - (iv) **Endpoint Management**
      - 1. Gas, water, electric, lighting concurrent support
      - 2. Remote configuration
      - 3. Remote firmware updates
      - 4. Reports, metrics and Troubleshooting
    - (v) **User Management**
      - 1. Secure access
      - 2. Password management

3. Definable user roles
4. User permissions to manage access to capabilities
- b. Integration of RNI. Sensus shall provide RNI integration support services to Customer only to the extent specifically provided below:
  - (i) Sensus shall meet with the representative from the Customer's system(s) targeted for integration to determine which integration method is appropriate (e.g., Multispeak, CMEP, etc.).
    1. In scope and included integration efforts: Provide the gateway URLs to the integrating system as needed, provide Customer with standard integration API documentation, validate and test that the correct Customer information is flowing into and/or out of the RNI.
    2. Out of scope and subject to additional charges: Modifications or extensions to the standard API provided by Sensus and any integration efforts not outlined above as in scope and included.
  - (ii) Customer Responsibilities:
    1. Provide Sensus with information about the relevant information Customer wishes to transfer and integrate with the RNI.
    2. Establish the network and security required for the two systems to reasonably communicate.
    3. Verify integration to third party system functionality is working as intended.
  - (iii) If an item is not listed in subparagraph (i) above, such item is excluded from the integration of Sensus RNI Support and is subject to additional pricing.

### III. Sensus Analytics

Sensus Analytics is a cloud-based solution and data platform that allows storage and retrieval of raw reads and data from other sources for analysis, exportation, and inquiry or reporting. The platform provides applications and reporting capabilities.

#### A. Essential Package. The Essential Package of the Sensus Analytics Application shall consist of the following modules:

- i. Device Access
  - a. Allows search for meter details by using data imported from the billing system or the Sensus Device ID or AMI ID.
  - b. Allows a view of the meter interval or register reads.
  - c. Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
  - d. Allows the current and historical data to be viewed.
  - e. Allows the current usage to be compared to historical distribution averages.
  - f. Allows the user to see the meter location on a map view.
  - g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.
  - h. Allows details to be viewed about a meter – (dependent on the data integrated from other systems)
- ii. Meter Insight (provides the following)
  - a. # of active meters.
  - b. # of orphaned meters with drill down to the list of meters.
  - c. # of inactive meters with usage drill down to the list of meters.
  - d. # of stale meters with drill down to the list of meters.
  - e. # of almost stale meters with drill down to the list of meters.
  - f. # of meters where no read is available with drill down to the list of meters.
  - g. # of meters with maximum threshold exceptions with drill down to the list of meters.
  - h. # of meters with minimum threshold exceptions with drill down to the list of meters.
  - i. # of unknown radios with drill down to the list of meters.
- iii. Report Access
  - a. Allows the user to see meter alarms and choose a report from a list of standard reports.
  - b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
  - c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
  - d. Master Route No Readings: List all meters that are active in the system, but have not been sending reads within the specified time window.
  - e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
  - f. Zero Consumption for Period: List meters whose readings do not change over a period of time.
  - g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
  - h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range.
  - i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
  - j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered daily consumption threshold; (2) The number of days when daily thresholds are exceeded are greater than the entered exception per day threshold.
  - k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
  - l. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered Created as of parameter.
  - m. Billing Request Mismatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter Id in the RNI. Users must enter which billing request file prior to running the report.
  - n. All Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.
- iv. Billing Access
  - a. Initiate the creation of billing export files formatted to the import needs of the billing system.
  - b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.
  - c. Provides a repository of past billing files that were either used for billing preparation or actually sent to the billing system.



- d. Will store created billing files for a period of three years unless otherwise denoted.
    - e. The system will allow creation of test files before export to the billing system.
  - v. Billing Adaptor
    - a. The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system.
  - vi. Data Store
    - a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
    - b. Stored data is available online for reports and analysis.
    - c. Data will be retained for 3 years. Additional duration can be purchased.
- B. **Enhanced Package.** The Enhanced Package shall consist of the modules listed above in the Essential Package, as well as the following additional modules:
  - i. Alarm Insight
    - a. Allows the user to summarize and filter alarms by a date range.
    - b. Allows the user to review all alarm types on a single screen.
    - c. The user can filter out the alarms not wanted on the screen.
    - d. Alarm totals can be visualized.
    - e. Adds a view of trending alarms over time.
    - f. Click to drill down on an alarm to gain more information on specific events.
    - g. Click to analyze a specific event on a particular device.
  - ii. Alert Manager
    - a. Allows creation of alert groups who will be notified when an alarm occurs.
    - b. Users can manage alert groups by adding and removing group members.
    - c. Allows selection of notification method for how end users in the group will be notified; email or SMS (text message).
    - d. Allows creation of an alert from the available system events from smart points and assign to a group.
    - e. Monitors the systems meters for events. When an event is triggered, all users in the group will be notified.
- C. **Sensus Analytics Customer Portal.** The Customer Portal (CP) is a cloud-based platform that aggregates data from several sources. The CP Package may consist of the following modules or widgets provided Customer purchases access to the modules.
  - i. Web Portal Standard Features
    - a. Self-serve sign up and account/password management
    - b. Dynamic sizing to work on most standard browsers
    - c. Customizable logo and backdrop images
    - d. Capable of supporting multiple languages (Spanish and English standard)
    - e. Provides links to bill payment and support web locations. (Single Sign On access is not standard)
    - f. Supports multiple accounts and multiple meters
    - g. Supports multiple Units of Measure (UoM)
    - h. Exportable data
    - i. Alerts and Notifications that can be delivered to the customers' points of contact
    - j. Support for multiple alert recipients
    - k. Admin Management of Widgets Displayed
  - ii. Web Portal Additional Features
    - a. Single Sign: Integration to other web services in a manner that does not require the user to login multiple times
    - b. Water usage down to 15-minute intervals.
    - c. Presentation of Tier Limits and Tier Alerts
  - iii. Dashboard Page Widgets
    - a. Current Billing Cycle View Widget: Allows the customer to view how much water they have used since the billing cycle has started
    - b. Alerts: Shows the alerts created by meters or usage alerts
    - c. Notifications: Allows messages to be sent to customers by the Utility – Sent via Text, Email or presented on the Portal
    - d. Billing Cycle Threshold: Shows users progress toward Billing Cycle Usage Target set as an alert
  - iv. Add-on Dashboard Widgets
    - a. Watering Schedule: Presents data regarding the days and times that the account can use outdoor water
    - b. Bill Estimate: Provides an estimate of the cost of the water used in the billing cycle.
    - c. Sandbox: Provides a widget space for the utility to place documents, links, and videos; (up to 100Mb)
  - v. Usage Details Features
    - a. Consumption in various time periods
    - b. Exportable to other file formats
    - c. Temperature and Rainfall data
  - vi. Meters Features
    - a. Meter information including Meter #, address, current reading,
    - b. Meter Nicknames
  - vii. Meter Tab Additional Features
    - a. Google Maps view of meter location (Location data provided by Utility)
  - viii. Settings – Usage Alerts (per meter)

- a. Billing Cycle Usage Alert
- b. Daily Usage Alert
- c. Vacation Alerts
- ix. Settings – Usage Alerts Additional Features
  - a. Tier Alerts
- x. Alert Recipients Features
  - a. Editable selection of alerts to receive
  - b. Additional Recipient management
- xi. User Settings Features
  - a. Change of email address
  - b. Customer management of points of contact
  - c. Customer capability to add additional accounts
  - d. Customer password management (Self-serve)

**D. Integration of Sensus Analytics.** Sensus shall provide integration support services to Customer only to the extent specifically provided below:

- i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back office system to the Sensus Analytics modules. The VFlex shall contain the following types of information: Device ids, end users in the system, end user status, end user account information, and user name, and other end user details. This flat file may be delimited or fixed width. Customer shall produce this file and transmit it to the FTP location designated by Sensus. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.
- ii. In scope and included integration efforts: kick-off meeting to engage all required parties, mapping the Customer's fields to the VFlex specification, validation of expected output, and a two (2) hour system review of Sensus Analytics application and integration with the Customer's system (conducted remotely).
- iii. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.
- iv. Sensus' integration services consist of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.
- v. **If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.**
- vi. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from: (a) Customer's FlexNet System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.
- vii. **Customer Acknowledgements.**
  - a. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
  - b. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.
  - c. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting and indemnifies Sensus for any claims resulting therefrom.
  - d. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.
  - e. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.

**IV. Third party Software**

**A. RedHat Linux.** If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	<a href="http://www.redhat.com/licenses/rhel_rha_eula.html">http://www.redhat.com/licenses/rhel_rha_eula.html</a>
JBoss Enterprise Middleware	<a href="http://www.redhat.com/licenses/jboss_eula.html">http://www.redhat.com/licenses/jboss_eula.html</a>



## Exhibit B Technical Support

### 1 Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

### 2 Support Categories

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products, Sensus Lighting Control, and Demand Response Management System (FlexNet Home).
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

### 3 Support Hours

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00 a.m. EST to 8:00 p.m. EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

### 4 Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Salesforce ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state based on where the call originated. The Customer Service Associate or Technical Support Engineer will require a brief description of the problem symptoms, or error messages depending on nature of the incident. The nature of the problem and severity levels will be mutually agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into Salesforce for ticket creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

#### A. Severity Levels Description:

**Sev1** Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable; inoperable head end software (e.g., FlexWare, Sensus MDM). Not able to generate billing files.

**Sev2** Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

**Sev3** The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-served basis. A 1st level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
  - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
  - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
  - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Salesforce system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and

attached to the ticket.

5. **Response and Resolution Targets.**

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction (24 hours).	<ul style="list-style-type: none"><li>• Satisfactory workaround is provided.</li><li>• Program patch is provided.</li><li>• Fix incorporated into future release.</li><li>• Fix or workaround incorporated into Salesforce Knowledge Base.</li></ul>
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur (48 hours).	<ul style="list-style-type: none"><li>• Satisfactory workaround is provided.</li><li>• Program patch is provided.</li><li>• Fix incorporated into future release.</li><li>• Fix or workaround incorporated into Salesforce Knowledge Base.</li></ul>
3	1 Business Day	30 business days	<ul style="list-style-type: none"><li>• Answer to question is provided.</li><li>• Satisfactory workaround is provided.</li><li>• Fix or workaround incorporated into Salesforce Knowledge Base.</li><li>• Fix incorporated into future release.</li></ul>

6. **Problem Escalation Process.**

- 6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.
- 6.1.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
- 6.1.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Salesforce ticket number and the reason why the issue is being escalated.
- 6.1.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Salesforce ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. **General Support Provisions and Exclusions.**

- 7.1. Sensus provides online documentation for Sensus products, and all Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the product documentation.
- 7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific contract or statement of work. For example: specialized systems integration services or out of warranty network equipment repair.



Exhibit C  
Pricing



Sensus USA, Inc.  
450 North Gallatin Ave.  
PO Box 487  
Uniontown, PA 15401  
1-800-METER-IT

DATE September 13, 2019  
EFFECTIVE DATE 10/1/2019  
EXPIRATION DATE 9/30/2020  
Quote Reference  
CONTRACT

Bill to Customer: 140427

Ship to Customer: 1

Clay County Utility Authority  
Attn: Celeste Goldberg  
3176 Old Jennings Rd  
Middleburg, FL 32068

Clay County Utility Authority  
3176 Old Jennings Rd  
Middleburg, FL 32068

SALESPERSON		SHIPPING METHOD	SHIPPING TERMS	PAYMENT TERMS
Gaff Michinski		Freight allowed on \$5,000 or more per order	FOB Destination	Net 30 days
Line	Part Number	DESCRIPTION	UNIT PRICE	
1	SM50535200001	iPERL cable 6' TRPL 2-wire	\$	18.69
2	I5S2GAXX	5/8x3/4" iPERL meter	\$	99.86
3	I5S2GAXR	5/8x3/4" iPERL meter - RECLAIM	\$	102.19
4	I3S2GAXX	3/4" iPERL meter	\$	117.01
5	I3S2GAXR	3/4" iPERL meter - RECLAIM	\$	119.37
6	I4S2GAXX	1" iPERL meter	\$	146.64
7	I4S2GAXR	1" iPERL meter - RECLAIM	\$	148.98
8	V5VPX9XSGAD	5/8x3/4" Ally meter	\$	382.50
9	E2SXXJAXXGAXS0D	Electronic Register Plus - 5/8x3/4" SRII Register only	\$	63.39
10	E2SRXJAXXGAXS0D	Electronic Register Plus - 5/8" SRII Register only - RECLAIM	\$	64.73
11	E3SXXJAXXGAXS0D	Electronic Register Plus - 3/4" SRII Register only	\$	63.39
12	E3SRXJAXXGAXS0D	Electronic Register Plus - 3/4" SRII Register only - RECLAIM	\$	64.73
13	E4SXXJAXXGAXS0D	Electronic Register Plus - 1" SRII Register only	\$	63.39
14	E4SRXJAXXGAXS0D	Electronic Register Plus - 1" SRII Register only - RECLAIM	\$	64.73
15	T11XXXXG1AT0X	1.5" Omni T2 meter	\$	613.34
16	T11RXXXXG1AT0X	1.5" Omni T2 meter - RECLAIM	\$	636.71
17	T25XXXXG1AT0X	2" Omni T2 meter - 10" lay length	\$	605.87
18	T25RXXXXG1AT0X	2" Omni T2 meter - 10" lay length - RECLAIM	\$	621.32
19	T21XXXXG1AT0X	2" Omni T2 meter	\$	725.59
20	T21RXXXXG1AT0X	2" Omni T2 meter - RECLAIM	\$	748.97
21	T31XXXXG1AT0X	3" Omni T2 meter	\$	928.39
22	T31RXXXXG1AT0X	3" Omni T2 meter - RECLAIM	\$	951.77
23	T41XXXXG1AT0X	4" Omni T2 meter	\$	1,710.37
24	T41RXXXXG1AT0X	4" Omni T2 meter - RECLAIM	\$	1,745.43
25	T61XXXXG1AT0X	6" Omni T2 meter	\$	2,689.52
26	T61RXXXXG1AT0X	6" Omni T2 meter - RECLAIM	\$	2,747.79
27	T81XXXXG1AT0X	8" Omni T2 meter	\$	6,218.96
28	T81RXXXXG1AT0X	8" Omni T2 meter - RECLAIM	\$	6,892.76
29	TA1XXXXG1AT0X	10" Omni T2 meter	\$	8,965.16
30	TA1RXXXXG1AT0X	10" Omni T2 meter - RECLAIM	\$	8,981.71
31	C11XXXXG1AT0X	1.5" Omni C2 meter	\$	1,142.86
32	C23XXXXG1AT0X	2" Omni C2 meter	\$	1,280.11

33	C33XXXXXG1AT0X	3" Omni C2 meter	\$ 1,618.40
34	C43XXXXXG1AT0X	4" Omni C2 meter	\$ 2,615.61
35	C63XXXXXG1AT0X	6" Omni C2 meter	\$ 4,742.38
36	C81XXXXXG1AT0X	8" Omni C2 meter	\$ 8,176.94
37	CA1XXXXXG1AT0X	10" Omni C2 meter	\$ 10,527.70
38	F4CXXXXXG1AT0X	4" Omni F2 meter - Compact lay length	\$ 7,314.80
39	F6CXXXXXG1AT0X	6" Omni F2 meter - Compact lay length	\$ 7,755.74
40	F8CXXXXXG1AT0X	8" Omni F2 meter - Compact lay length	\$ 12,437.93
41	FACXXXXXG1AT0X	10" Omni F2 meter - Compact lay length	\$ 17,790.98
42	F4SXXXXXG1AT0X	4" Omni F2 meter - standard lay length	\$ 7,458.71
43	F6SXXXXXG1AT0X	6" Omni F2 meter - standard lay length	\$ 8,995.86
44	F8SXXXXXG1AT0X	8" Omni F2 meter - standard lay length	\$ 14,001.01
45	FASXXXXXG1AT0X	10" Omni F2 meter - standard lay length	\$ 19,717.41
46	H31CXXXXG8AT0KA2	3" Omni H2 meter	\$ 1,357.64
47	5390753739604	TouchReader M3096+	\$ 315.78
48	5396353704808	Juniper Archer 2	\$ 4,661.28
49	10000149073	Archer 2 Single Ethernet Dock	\$ 1,000.54
50	5396353704404	CommandLink	\$ 569.12
51	5191016200004	FieldLogic Communicator Package	\$ 286.38
52	5396353752201MI	520M SmartPoint - Single Port TouchCouple Fit-Set	\$ 132.70
53	5396353752203MI	520M SmartPoint - Dual Port TouchCouple Fit-Set	\$ 143.32
54	5396373752201MI	520M SmartPoint - Single Port TouchCouple Fit-Set - "500 or 505B Upgrade"	\$ 101.21
55	5396373752203MI	520M SmartPoint - Dual Port TouchCouple Fit-Set - "500 or 505B Upgrade"	\$ 101.21
56	5396373752201MI	520M SmartPoint - Single Port TouchCouple Fit-Set - "505C Upgrade"	\$ 101.21
57	5396373752203MI	520M SmartPoint - Dual Port TouchCouple Fit-Set - "505C Upgrade"	\$ 101.21
58	5396373752201MI	520M SmartPoint - Single Port TouchCouple Fit-Set - "520R Upgrade"	\$ 84.35
59	5396373752203MI	520M SmartPoint - Dual Port TouchCouple Fit-Set - "520R Upgrade"	\$ 84.35
60	5396653700002	Smart Gateway - FlexNet Transmitter	\$ 285.60
61	5396633739001	Smart Gateway Optional Multi-Cable	\$ 34.67
62	5191055500002	1" test port pressure sensor kit	\$ 567.12
63	5191055500003	1.5" test port pressure sensor kit	\$ 591.60
64	5191055500004	2" test port pressure sensor kit	\$ 648.72
65	5191055500005	Pressure Sensor Kit	\$ 525.00
66	539 66 555 00001	Liquid Chemical Level Monitoring Kit	\$ 2,800.00
67	539 66 555 00002	Wastewater Level Monitoring Kit	\$ 3,160.00
68	539 66 555 00003	Ultrasonic Water Level Monitoring Kit	\$ 3,000.00
69	539 66 555 00004	Remote Door Indicator Kit	\$ 28.00
70	539 66 555 00005	Remote Rollup and Personnel Door Indicator Kit	\$ 69.00
71		Submersible Level Kit for Water	\$ 1,400.00
72		Submersible Level Kit for Wastewater	\$ 2,360.00
73	M400B2	M400B2 Base Station	\$ 26,737.15
74	5PM-900	Sensus Power & Antenna Monitor	\$ 3,461.12
75	R100NA	R100NA Collector w/ Antenna Kit	\$ 6,308.64
76	PM 550/5100 WAR	550/5100 Base Station Extended Warranty - Annual Fee per unit	\$ 2,575.00
77	PM M400 WAR	M400B/M400B2 Base Station Extended Warranty - Annual Fee per unit	\$ 1,500.00
78	PM R100NACO WAR	R100NA Collector Extended Warranty- Annual Fee per unit	\$ 291.65
79	PM 5PM-900 WAR	Sensus Power & Antenna Monitor Extended Warranty- Annual Fee per unit	\$ 200.00
80	MS RNI SAA5	SaaS RNI - Annual Fee	\$ 72,156.00
81	5396383700535F	SaaS Sensus Analytics Enhanced - 35k - Annual Fee	\$ 66,844.00
82		SaaS Sensus Analytics - Hidden Revenue Locator - Annual Fee	\$ 59,000.00



83	5A WTR CP 1.5	SaaS Sensus Analytics: Customer Portal - Up To 25k users - Annual Fee	\$ 56,000.00
84	5A CP TXT MSGS	SaaS Sensus Analytics: Customer Portal Unlimited Text Message - Annual Fee	\$ -
85	5A SU WTR CP	Customer Portal Setup Fee	\$ -
86	P5 SA CP CIS	Customer Portal CIS Integration Fee	\$ -
87	P5 SA CP TRAIN	Customer Portal Training Fee	\$ -
Parts not listed to be quoted at 24% off current list price			
All other products and services to be quoted separately			
IF MODIFICATIONS IN METER MATERIALS OR PROCESSING ARE REQUIRED TO MEET NEW REGULATIONS, THE PRICING SUBMITTED IS SUBJECT TO IMMEDIATE CHANGE. Thank you for your interest in quality products by Sensus.			

Current as of: 9/13/2018

Correspondence:

Sensus  
1183 Teal Street  
Bowling Green, KY 42104

Purchase Order:

Sensus  
PO Box 487  
Uniontown, PA 15401  
[sensus\\_orders@sensus.com](mailto:sensus_orders@sensus.com)  
1-800-METER-IT  
1-800-638-3748

Robert Whitaker - Sales Director, Southern Region

This Quotation is an offer to sell which includes and is subject to the Sensus USA Inc. Terms of Sale available for viewing and downloading at [www.Sensus.com](http://www.Sensus.com). Please contact Customer Service at 1-800-638-3748 if you are unable to access this site and require a printed copy of the Terms of Sale.

#### Payment Terms

**Escalation.** Customer shall pay for all goods and services rendered by Sensus hereunder at the prices set forth in this Exhibit C (or in the Quote if one is referenced on the first page. If there is a Quote referenced on the first page, such Quote is incorporated into this Exhibit C by reference). The pricing in Exhibit C shall remain firm until the Trigger Date (as defined on the first page of the Agreement). Starting on the Trigger Date, and on each anniversary of the Trigger Date thereafter, the pricing in Exhibit C shall automatically adjust to equal the summation of (i) the amount charged for such pricing component during the immediately preceding year ("Base Amount"); plus (ii) the product of the Base Amount multiplied by the percentage rate of increase in the Escalator(s) during the immediately preceding year (which product shall not be less than zero, such that the pricing in Exhibit C cannot decrease under this section). The Escalator(s) will be calculated utilizing the Escalator(s) published the month prior to the anniversary of the Trigger Date compared to the equivalent month from one year earlier to determine the escalation. For example, if the Trigger Date occurs in January 2015, the Escalator(s) will be calculated by comparing December 2013 and December 2014 figures.

"Escalator(s)" means the following:

- i. **For services:** three percent (3%).
- ii. **For Water Meters:**
  - (a) **For bronze and low lead water metering products:** the percentage change, for the relevant period, of the average of: (a) the United States Bureau of Labor Statistics Producer Price Index, Commodities, Group: Metals and metal products, Item: Copper and copper-base alloy castings (excl. die-castings), series ID: WPU102807013, not seasonally adjusted; and (b) the United States Bureau of Labor Statistics Producer Price Index, Industry Data, Industry and Product: Plastics material and resins mfg., series ID: PCU 325211325211, not seasonally adjusted.
  - (b) **For plastic main case meters:** the percentage change, for the relevant period, of the United States Bureau of Labor Statistics Producer Price Index, Industry Data, Industry and Product: Plastics material and resins mfg., series ID: PCU 325211325211, not seasonally adjusted.
  - (c) **For Omni meters:** the percentage change, for the relevant period, of the United States Bureau of Labor Statistics Producer Price Index, Commodities, Group: Metals and metal products, item: other gray and ductile iron castings, other, series ID: WPU101504, not seasonally adjusted.
- iii. **For all other goods and services:** the percentage change, for the relevant period, of the United States Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) "All Items Less Food and Energy" for the U.S. City Average for All Items, 1982-84 = 100, not seasonally adjusted, or substantially similar succeeding index.
- iv. Any Escalator increases called forth in this Agreement shall be calculated to the third decimal point (e.g. 2.576%)

**Equipment.** Invoices for all Field Devices, RF Field Equipment, Server Hardware and any other goods sold by Sensus hereunder shall be delivered along with the relevant goods.

**Third Party Devices.** In cases where Customer requests or requires Sensus to deliver SmartPoint Modules to a third-party manufacturer (or any other third party), payment for such modules is due within thirty (30) days of the invoice date to such manufacturer or other third party, irrespective of how long it takes such third party to deliver the SmartPoint Modules to Customer.

**Services.** Invoices for Ongoing Fees and services shall be delivered annually or monthly, as applicable, in advance. Invoices for other services shall be delivered upon completion of the applicable service.

**Invoices and Payment.** Customer shall pay all invoices within thirty (30) days of the invoice date. Sensus reserves the right to establish credit limits for Customer and may require full or partial payment prior to shipment of any goods or commencement of any services provided hereunder. All payments shall be made via electronic payment to the account(s) indicated by Sensus from time to time, unless Sensus requests a change in payment methods in writing.

**Late Payments.** Any invoices not disputed in good faith by Customer which Customer does not pay within the time provided in this Agreement shall bear interest at the lower of (i) one and a half percent (1.5%) per month up to a maximum of eighteen percent (18%) per year; or (ii) the highest rate permitted by applicable law (collectively, "Interest Rate").

**Disputed Invoices.** If Customer disputes an invoice, Customer must give written notice of the dispute to Sensus within thirty (30) days of the invoice date. If Customer does not do so, the entire invoice shall be deemed payable without reduction, set off, or claim. If Customer gives written notice of the dispute within the required thirty (30) days, it shall, at such time as the notice is given, pay the undisputed amount of the invoice and the disputed portion shall be resolved by the parties or, if necessary, under the dispute resolution provisions of this Agreement. If it is ultimately determined that some or all of the disputed amount was payable, that amount shall bear interest from the original due date until Customer pays it at the Interest Rate.

**Withholding.** Customer may withhold payment on an invoice for defective goods and services. Payment by Customer of an invoice shall deem Sensus to have fully complied with this Agreement for all goods and services represented in the invoice and with all other terms and conditions of this Agreement prior to the date of such payment.

**Taxes.** All prices quoted are exclusive of federal, state and municipal taxes. Customer shall be liable for all sales, use and other taxes (whether local, state or federal) imposed on this Agreement or the goods, services, licenses, and/or other rights provided to Customer hereunder.

**Packaging.** Sensus reserves the right to select the manner in which Equipment is packaged. Quoted prices include regular packing. Special requirements for packing will be subject to extra charges. Shipping and completion dates quoted by Sensus are made in good faith but are not guaranteed.

**Address for Purchase Orders.** All purchase orders shall be sent to the address listed below. Sensus may change this address at any time, upon written notice to the Customer (such notice may be provided via email).

Sensus USA Inc.  
PO Box 487  
Uniontown, PA 15401  
Attn: Customer Service  
Fax: 800-888-2403  
Email: [sensus.orders@xylerinc.com](mailto:sensus.orders@xylerinc.com)