

FIRST AMENDMENT TO THE
SOFTWARE AND SPECTRUM LEASE AGREEMENT
("First Amendment")

This First Amendment is made this ___ day of _____ 2026 ("Effective Date"), by and between Sensus USA Inc., a corporation of the State of Delaware with offices at 639 Davis Drive, Morrisville, North Carolina 27560 ("Sensus"), and City of Edgewater, a city formed in the State of Florida, ("Customer").

WHEREAS, Sensus and Customer entered into an Software and Spectrum Lease Agreement on July 15, 2019 ("Agreement");
and

WHEREAS, the parties now desire to amend and restate the terms of their relationship by executing this First Amendment.

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth in this First Amendment, the parties hereto mutually covenant and agree to amend the Agreement as follows:

1. **Defined Terms.** Any terms used in this First Amendment as defined terms, and which are not defined herein, shall have the meanings given to those term in the Agreement.
2. **Term.** By way of this First Amendment, the parties agree that the second paragraph of the Agreement is replaced in its entirety with the following:

This Agreement shall commence on the Effective Date and continue for/until: Ten (10) years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew an additional term of Ten (10) 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 each Renewal Term

3. **Software.** By way of this First Amendment, the parties agree to remove Consumer Portal from the Software as a Service Exhibit and hereby elects to utilize Sensus Analytics Software Package with Xylem Data Lake in lieu of the Harris-licensed Logic software. Accordingly, Exhibit A of the Agreement is hereby replaced in its entirety with Exhibit A attached hereto.
4. **Technical Support.** By way of this First Amendment, Exhibit B is replaced in its entirety with Exhibit B attached hereto.
5. **Network as a Service.** By way of this First Amendment, Customer hereby elects to add Network as a Service to the Agreement. The following new Section 8. Accordingly, Exhibit C is hereby added to the Agreement, attached hereto.

8. Network as a Service.

- A. **Generally.** Sensus or its authorized distributor shall provide Customer with Network as a Service ("NaaS"), as defined in Exhibit C, but only so long as Customer is current in its payments to Sensus' authorized distributor.
- B. **RF Field Equipment.** Sensus owns and will continue to own all RF Field Equipment and may use same for its own benefit.
 - i. **Maintenance of RF Field Equipment.** As a part of NaaS, Sensus shall be responsible for the ongoing maintenance of the RF Field Equipment.
 - (a) For RF Field Equipment not located on Customer's site(s), Sensus shall be responsible for the ongoing monthly operations and expenses related to the RF Field Equipment, including any leasing costs, construction costs, taxes, electricity, and WAN Backhaul.
 - (b) For RF Field Equipment located on Customer's site(s), and for good and valuable consideration stated in this Agreement, Customer agrees to lease and hereby does lease to Sensus adequate space on each relevant site where Sensus will install and operate Sensus-owned RF Field Equipment. Sensus shall obtain any required permits. Customer will supply electric power to the RF Field Equipment. During any Network Continuation Term, as defined below, Sensus shall pay for electric power to the RF Field Equipment. In the event that electric power is not present at a certain Customer site(s), Sensus shall cover the reasonable costs associated with connecting the Customer's site(s) to the Customer's power supply for operation of the RF Field Equipment.

- ii. **Site Access.** Customer shall provide Sensus and/or Sensus' authorized representative with access to all Customer site(s) necessary for Sensus to perform the NaaS, as defined in Exhibit C.
- C. **Termination of NaaS.**
- i. Customer may terminate NaaS and migrate to a Customer owned and operated solution prior to the end of the Term by giving Sensus one hundred twenty (120) days' prior written notice. Should Customer elect to terminate NaaS, Customer acknowledges that; (a) Customer shall pay all applicable fees, including any unpaid NaaS fees up to the effective date of termination; and (b) Sensus' provision of NaaS to Customer shall cease as of the effective date of termination.
 - ii. Following termination of NaaS or this Agreement for any reason, Sensus may, at its option, either:
 - (a) continue to mount, install, operate, maintain, use and replace the Network and the RF Field Equipment for use by other Sensus customers ("Network Continuation Rights") for the remaining portion of the Term had this Agreement or NaaS not been terminated (that period of time, the "Network Continuation Term"), according to the standard terms and conditions of the tower antennae lease(s), which Customer agrees to negotiate in good faith and make best efforts to renew or extend the tower antennae lease(s) for the complete Network Continuation Term. Within six (6) months following the end of the Network Continuation Term, Sensus will un-install and remove all RF Field Equipment at its cost; or
 - (b) permit Customer to purchase the existing installed RF Field Equipment at a price equal to the then-current replacement value (including labor costs) of that RF Field Equipment. If Sensus permits Customer to purchase the RF Field Equipment, Customer acknowledges that it will be responsible for all ongoing maintenance and operation of the purchased RF Field Equipment and all associated expenses.
 - iii. Customer acknowledges that, if Sensus does not permit Customer to purchase the existing installed RF Field Equipment pursuant to Section 4(C)(ii)(b), Customer's Equipment will no longer have network connectivity and will not be able to remotely transmit Customer Data to SaaS. Customer will be responsible for all costs associated with conducting a new Certified Propagation Study and purchasing and installing new RF Field Equipment to maintain FlexNet System functionality and network connectivity with SaaS.
- D. **Insurance.** Sensus will maintain insurance coverage in the amounts and in the manner set forth in the attached Exhibit D during the Term of the Agreement

6. **Intellectual Property.** Section 6.E. of the Agreement is hereby replaced in its entirety with the following:

E. **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 AMI 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 equipment or software; 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.

7. **Data Privacy.** New Section 5.Q. is hereby added to the Agreement:

Q. **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.

8. **Entire Agreement.** The Agreement, as amended by this First Amendment, constitutes and contains the entire understanding and agreement of the parties. To the extent that the provisions of this First Amendment are inconsistent with the Agreement, the terms of this First Amendment shall control. Except as expressly amended or modified in this First Agreement, all other terms and conditions of the Agreement shall remain in full force and effect and this First Amendment shall be binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be signed by their respective officers, authorized as of the day and year written above.

SENSUS USA INC.

CITY OF EDGEWATER, FL

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
Software

Software as a Service

1. Description of Services.

This exhibit contains the details of the SaaS 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 to Sensus' authorized distributor for such application of Software as a Service.

A. Software as a Service Generally.

SaaS is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's Software tenant in Sensus' (or its subcontractor's) data centers. In a Software as a Service solution, Sensus owns (or has third parties operate or provide on its behalf) 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 Applications listed below. These software applications consist of the following (each an "Application"):

- Regional Network Interface (RNI) Software
- Sensus Analytics Software
- Xylem Data Lake

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the 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 plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual Software as a Service fee 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 the Agreement has not expired or terminated, 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 and or virtual environments, 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 Applications.
- 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, backspool, 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.
 - (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 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 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 (which may include workarounds) 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 secure, consistency with NIST security standards.
 - (b) Perform 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 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 threats found on the system and work to eliminate any virus or malware found.
 - (h) Adhere to and submit certification to NERC/CIP Cyber Security standards.
 - (i) Monitors industry regulations/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the 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) Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
 - (f) Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
 - (g) 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.
 - (h) The Application shall have a "RTO" of forty-eight (48) hours.
 - (i) The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hour, 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.
 - (j) 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 security, configuration, management, and support.
- viii. Identify and research problems with meter reads and meter read performance.
- ix. Create and manage user accounts and periodically change and update account credentials with strong passwords in accordance with security best practices.
- 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.
- xv. Maintain industry standard cybersecurity controls, standards, and best practices.
- xvi. Monitor for and promptly implement Patches, Updates, and Upgrades, both as provided by Sensus and other third-party software and hardware providers.

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.

2. **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, security incidents, 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 Service Level 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 accrues. 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 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 strong 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. Customer will ensure that its user ID and passwords are regularly (at least monthly) changed, and that only strong user ID and password pairs are used.
 - 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) and other sensing devices.
 - iii. **Xylem Data Lake.** Subject to the terms of this Agreement, Sensus will make the Xylem Data Lake ("XDL") 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. Sensus shall provide up to three (3) years of FlexNet System data and scan up to five hundred (500) GB per month of FlexNet System data. If Customer exceeds the allotment of five hundred (500) GB per month of scanned data (regardless of the access method) an overage charge will be assessed to Customer and be payable according to the terms outlined by Sensus' authorized distributor. Sensus will also provide Customer XDL training, which includes up to eight (8) hours of professional services consulting time.

3. 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. 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, end username, 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 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.
 - d. 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.
 - e. Customer acknowledges that data will be stored for three (3) years from upload and Sensus may delete the data after this time or upon termination of the Agreement.
 - f. 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.

4. Third-Party Software.

Sensus incorporates various third-party software in its Software, and such third-party software may change from time to time. Sensus takes reasonable efforts to implement patches or other fixes as they become available in accordance with a particular version's Engineering Support policy

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 or not 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"> Satisfactory workaround is provided. Program patch is provided. Fix incorporated into future release. Fix or workaround incorporated into SalesForce Knowledge Base.
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"> Satisfactory workaround is provided. Program patch is provided. Fix incorporated into future release. Fix or workaround incorporated into SalesForce Knowledge Base.
3	1 Business Day	30 business days	<ul style="list-style-type: none"> Answer to question is provided. Satisfactory workaround is provided. Fix or workaround incorporated into SalesForce Knowledge Base. Fix incorporated into future release.

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.
- 7.3. In the event customer submits a ticket for a version of the Software outside of the Engineering Support window and is not able to resolve the problem without engineering resources. Sensus shall have no obligation to provide Engineering Support and Customer shall upgrade to the most current version of the Software.
- 7.4. Customer acknowledges that not all problems and bugs with the Software may or can be fixed. The Software and Software as a Service (including third-party software used in connection with the Software as a Service) may have security vulnerabilities. Sensus may address vulnerabilities with its Software through Patches, Updates or Upgrades that it makes available from time-to-time. As between the parties, Customer has the obligation to timely implement Patches, Updates and Upgrades.

Exhibit C
Network as a Service

Defined. Network as a Service (NaaS), as provided by Sensus or its authorized distributor to Customer under this Agreement, means only the items in Section I below. If an item is not included in Section I below, it is specifically excluded from NaaS and subject to additional pricing.

- 1. NaaS Responsibilities.** Sensus and its authorized distributor shall be responsible for providing the following services to the Customer for so long as Customer is current in its payments for NaaS. The RACI table below designates the party responsible for the applicable NaaS obligation. In the event that the Customer elects to terminate the NaaS and retain SaaS, the RACI table will be updated based on the revised scope.

NaaS RACI

The below RACI Matrix represents the responsibilities of each party with NaaS. In the event that the Customer elects to terminate the NaaS service and retain SaaS service, Customer and Sensus shall update the RACI table based on revised scope at the time such NaaS service is terminated.

RACI INDICATORS: R = Responsible (i.e., the responsible party for the obligations listed below.), F = Flexible (i.e., obligations that must be assigned with an "R" prior to contract execution.)

A. RF Network Design and Architecture.

NaaS Network Build RACI	Sensus	Distributor	Customer
Gather Customer defined requirements and features for design of the FlexNet Network (defined below)		R	
Design the FlexNet Network based on identified vertical asset locations and determine site specifications for the final engineered network.	R		
Perform preliminary site visits.	F	F	
Propagation study of record is created and will be used in the FlexNet Network design per Customer defined requirements.	R		
Create statement of work for the installation of the RF Field Equipment.	F	F	
Build a schedule and project plan for the construction of the FlexNet Network.	F	F	
Redesign the FlexNet Network if Customer defined requirements change (pricing may be adjusted to reflect changes)	R		

B. RF Field Equipment Installation.

Ongoing NaaS Operations RACI	Sensus	Distributor	Customer
Order and deliver RF Field Equipment materials (cables, antennas, etc.) as required by the FlexNet Network design.	F	F	
Acquire any necessary sites and leases for identified vertical assets.	F	F	
Installation and construction to support deployment of RF Field Equipment as required by the FlexNet Network.	F	F	
Manage third-party subcontractors as needed.	F	F	
Perform RF / Noise analysis and resolution as required.	R		
Certify installed RF Field Equipment.	R	F	

C. RF Field Equipment Operations.

Post Network Build NaaS Operations RACI	Sensus	Distributor	Customer
Perform annual preventative maintenance inspections of RF Field Equipment.	F	F	
Provide electric power for RF Field Equipment.	F	F	
Provide field labour for RF Field Equipment incident response.	F	F	
Contract and fund tower crews as needed.	F	F	
Supply spare parts for RF Field Equipment as needed.	F	F	

D. Ongoing Operations Management.

- i. Day-to-day operations, management, maintenance, and monitoring of the RF Field Equipment at a level described in this statement of work.
- ii. Monitor, via Sensus' Network Operation Center ("NOC"), RF Field Equipment, FlexNet communications infrastructure, and WAN Backhaul communications hardware (if applicable), (collectively, the "FlexNet Network") to ensure the early identification and resolution of anomalies within the FlexNet Network on a 24 x 7 x 365 basis.
- iii. Monitor and manage FlexNet Network Software using standard key performance indicators for performance & capacity management.
- iv. Monitor and respond to FlexNet Network outages, Technical Support ticket generation, and other alerts regarding the FlexNet Network
- v. Perform remote initial triage and troubleshooting of reported issues.
- vi. Dispatch resources for any issues identified by Sensus that cannot be resolved remotely for onsite resolution.
- vii. Provide remote Software maintenance, which includes Patches, Updates, and Upgrades for the FlexNet Network.
- viii. Participate and support standard change management controls and root cause investigation analysis in accordance with Customer's change management practices, policies, and procedures.
- ix. Dispatch personnel and RF engineer technicians to identify and troubleshoot RF interference and perform necessary tasks to mitigate the RF interference.
- x. File any necessary complaints with the FCC to stop any unlawful or harmful interference with the Spectrum.
- xi. Cybersecurity of FlexNet Network will be managed, monitored and maintained by Sensus Security team.
- xii. Perform network tuning to maximize FlexNet Network
 - a. Network tuning includes looking at stale meters, Read Interval Success ("RIS"), RF channels, and overall network, capacity, and performance. Meter configuration and channel configuration changes will be made to ensure optimal performance is achieved on each channel and frequency.

E. Ongoing Maintenance of the FlexNet Network.

- i. Perform routine field preventative maintenance (physical maintenance and RF analysis) in accordance with FlexNet Network preventative maintenance instructions, to include but not limited to:
 - a. Visit each piece of RF Field Equipment once every twelve (12) months.
 - b. Create and complete checklist reports of visits plus maintenance logs (with photos) to be stored in ticketing system.
 - c. Conduct tests of the Voltage Standing Wave Ratio ("VSWR") and Distance To Fault ("DTF") of the antenna system.
 - d. Inspection of antenna system.
 - e. Inspection of exterior and interior of cabinet including GPS system.
 - f. Power monitor and measurement.
 - g. Software inspection and confirmation.
 - h. Perform RF Interference and noise mitigation checks.

2. Customer Responsibilities.

A. Generally.

- i. Provide adequate internal IT network infrastructure necessary for Sensus to meet performance metrics and Service Level Objectives defined below.
- ii. Unless otherwise stated in the Agreement, Customer shall provide the support, maintenance, and monitoring of the Customer's dedicated WAN Backhaul. Sensus shall not be responsible for performance and availability of the WAN Backhaul network due to issues outside of Sensus' control.
- iii. Provide and maintain the RF Field Equipment utilities, such as electric power, lighting, security fencing, drainage, vegetation management, etc. as required at each site.

3. Service Level Objective(s) ("SLO(s)"). All SLOs are measured by the calendar month and apply only to the Field Devices covered by the Certified Propagation Study. Sensus or its authorized distributor will provide a report to Customer on the SLOs defined below within ten (10) business days of the end of each month. Unless otherwise agreed to in writing, these SLOs will only take effect once the FlexNet System is fully deployed and accepted by Customer.

- A. FlexNet Network Availability.** Sensus endeavors to maintain an average availability of the FlexNet Network equal to the SLO Target defined below. The availability, cumulative across the entire FlexNet Network, is intended to measure the percentage of time during each calendar Month that the FlexNet Network was actually available to Customer for normal use. The FlexNet Network Availability shall be calculated as follows:

$$\text{FlexNet Network Availability} = 100 \times \frac{\text{TMO} - \text{total Non-Scheduled Downtime minutes in the Month}}{\text{TMO}}$$

i. Definitions.

- a. "Targeted Minutes of Operation" or "TMO" means total minutes in the applicable calendar month ("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 or use of the FlexNet Network is scheduled to be unavailable for use by Customer due to planned system or FlexNet Network 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 or use of the FlexNet Network 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).
- d. "Exceptions" is defined in Exhibit A (Software as a Service).

ii. SLO Target: FlexNet Network availability of 99.0%.*

*Loss of any RF Field Equipment not impacting Sensus' ability to read Available Meters will be excluded from this SLO Target.

- iii. **NaaS Credits.** For each Month that the FlexNet Network Availability falls below the SLO Target, Customer will accrue NaaS service level credits ("NaaS Credits") in accordance with the table below:

FlexNet Network Availability per Month	NaaS Credit
Less than 99.0% but at least 97.5%	3% of the monthly NaaS fees in which the SLO default occurred (Note: NaaS fees are prepaid annually but for purposes of NaaS Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	5% of the monthly NaaS fees in which the SLO default occurred
Less than 95.0%	7% of the monthly NaaS fees in which the SLO default occurred

- iv. **Process.** NaaS Credits for any single month may not exceed seven percent (7%) of the NaaS fee associated with the month in which the SLO default occurred. Sensus records and data will be the sole basis for all NaaS Credit calculations and determinations, provided, however, that Sensus will make such records and data available to Customer for review upon request. To receive a NaaS Credit, Customer must issue a written request no later than ten (10) days after the NaaS Credit has accrued. Sensus will apply each valid accrued NaaS Credit to the next Customer invoice for NaaS fees after Sensus' receipt of Customer's request and confirmation of the failure to meet the FlexNet Network Availability. NaaS Credits will not be payable for failures to meet the monthly FlexNet Network Availability Rate caused by any of the Exceptions. No NaaS Credit will apply if Customer is not current in its payment obligations under this Agreement. NaaS Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. **THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS AND ITS AUTHORIZED DISTRIBUTOR'S FAILURE TO MEET THE SLO TARGET DESCRIBED ABOVE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED TWENTY PERCENT (20%) OF THE ANNUAL NAAS FEES.**

**Exhibit D
Insurance Requirements**

TYPE OF INSURANCE COVERAGE	COMMERCIAL GENERAL LIABILITY (CGL)	UMBRELLA	AUTO LIABILITY	WORKERS'S COMPENSATION	PROFESSIONAL LIABILITY (Errors and Omissions)
REQUIRED BY CONTRACT?	YES	YES	YES	YES	YES, For Professional Services
MINIMUM LIMITS OF COVERAGE	\$1,000,000 per occurrence of claim, \$2,000,000 aggregate (see comment 1 below)	\$5,000,000 per occurrence (see comment 1 below)	\$1,000,000 per occurrence (see comment 1 below)	Workers Compensation to Statutory Limits; \$1,000,000 Employers' Liability limit	\$1,000,000 per occurrence or claim, \$2,000,000 aggregate with a reporting period of no less than 2 years (if applicable, see comment 2 below)
MINIMUM BEST'S GUIDE RATING/OTHER REQUIREMENTS	A /AVII	A /AVII	A /AVII		A /AVII
ADDITIONAL INSURED? Minimum language if required: "COL, LUB, its elected officials, directors, officers, agents, employees, and volunteers are additional insureds"	YES (see comment 3 below)	YES (see comment 3 below)	NO	NO	NO
WAIVER OF SUBROGATION?	NO	NO	NO	YES	NO

COMMENTS

- 1) Minimum Limits are subject to change based upon scope of project. Coverage must be primary and non-contributory.
- 2) Coverage only if required by contract. Reporting periods are subject to change based upon scope of project.
- 3) Certificate of insurance must be attached and list name Customer – Blanket endorsement OK as long as contract is in effect.