# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:                                      07-31-2017

Contract/Lease Control #:   C17-2591-WS

Bid #:                                      NA

Contract/Lease Type:        AGREEMENT

Award To/Lessee:              SENSUS METERING SYSTEMS

Owner/Lessor:                    OKALOOSA COUNTY

Effective Date:                   01/17/2017

Expiration Date:                 01/17/2022

Description of
Contract/Lease:                 SOFTWARE AS A SERVICE

Department:                        WS

Department Monitor:          LITTERLL

Monitor's Telephone #:       850-51-7172

Monitor's FAX # or E-mail:    JLITTRELL@CO.OKALOOSA.FL.US


Closed:

Cc:    Finance Department Contracts & Grants Office

# ACORD® CERTIFICATE OF LIABILITY INSURANCE

**DATE (MM/DD/YYYY)** 04/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: | | |
|---|---|---|---|
| Marsh USA, Inc.<br>1166 Avenue of the Americas<br>New York, NY 10036 | PHONE (A/C, No, Ext): | | FAX (A/C, No): |
| | E-MAIL ADDRESS: | | |

| | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| | INSURER A : AIU Insurance Co. | 19399 |
| CN108453421-Pure-GAW-20-21 | INSURER B : National Union Fire Ins. Co. | 19445 |
| **INSURED**<br>SENSUS USA INC.<br>637 DAVIS DRIVE<br>MORRISVILLE, NC 27560 | INSURER C : New Hampshire Insurance Company | 23841 |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

## COVERAGES    CERTIFICATE NUMBER: NYC-010058682-12    REVISION NUMBER: 13

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| B | X COMMERCIAL GENERAL LIABILITY | | | GL 1729028 | 10/31/2020 | 10/31/2021 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | SIR: $500,000 | $ |
| B | AUTOMOBILE LIABILITY | | | CA 4594485 (AOS) | 10/31/2020 | 10/31/2021 | COMBINED SINGLE LIMIT (Ea accident) | $ 3,000,000 |
| B | X ANY AUTO | | | CA 4594486 (VA) | 10/31/2020 | 10/31/2021 | BODILY INJURY (Per person) | $ |
| B | OWNED AUTOS ONLY SCHEDULED AUTOS | | | CA 4594487 (MA) | 10/31/2020 | 10/31/2021 | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | WC 046912946 (AOS) | 10/31/2020 | 10/31/2021 | X PER STATUTE OTH-ER | |
| C | ANYPROPRIETOR/PARTNER/EXECUTIVE | N | N/A | WC 046912947 (MA,OH,WA,WI,WY) | 10/31/2020 | 10/31/2021 | E.L. EACH ACCIDENT | $ 1,000,000 |
| A | OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | WC 046912945 (FL) | 10/31/2020 | 10/31/2021 | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| A | If yes, describe under DESCRIPTION OF OPERATIONS below | | | WC 046912944 (CA) | 10/31/2020 | 10/31/2021 | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Re: Contract # C17-2591-WS

Okaloosa County Board of County Commissioners is included as additional insured where required by written contract with regards to General liability and automotive insurance. Waiver of Subrogation is applicable where required by written contract and as permissible by law with respect to Workers' Compensation.

CONTRACT#: C17-2591-WS
SENSUS METERING SYSTEMS
SOFTWARE AS A SERVICE
EXPIRES: 01/17/2022

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| Okaloosa County Board of County Commissioners<br>5479A Old Bethel Road<br>Crestview, FL 32536 | THE EXPIRATION DATE THEREOF, ... ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE<br>of Marsh USA Inc.<br><br>Lauren Giagrande    _Lauren Giagrande_ |

**ACORD 25 (2016/03)**    The ACORD name and logo are registered marks of ACORD

Exhibit A

Quote 27690

# sēnsus

The Measure of the Future

| | |
|---|---|
| Sensus USA, Inc. | **DATE** June 21, 2016 |
| 450 North Gallatin Ave. | **EFFECTIVE DATE** 10/1/2016 |
| PO Box 487 | **EXPIRATION DATE** 9/30/2019 |
| Uniontown, PA 15401 | Quote Reference 27690 |
| 1-800-METER-IT | CONTRACT C01-0614-WS |

Bill to Customer: 626039

Ship to Customer: 1

Okaloosa County Water & Sewer Dept.
Attn: Mark Wise, Matt Hearne, Heath Buck
1804 Lewis Turner Blvd Suite 300
Fort Walton Beach, FL 32547

Okaloosa County Water & Sewer Dept.
ATTN: Mark Griffin
1808 LEWIS TURNER BLVD
Fort Walton Beach, FL 32547

| SALESPERSON | SHIPPING METHOD | SHIPPING TERMS | PAYMENT TERMS |
|---|---|---|---|
| Griff Medinski | Freight allowed on $5,000 or more per order | FOB Shipping | Net 30 days |

| Line | DESCRIPTION | UNIT PRICE |
|---|---|---|
| 1 | 3/4" SHORT IPERL METER w/ 6' TRPL 2 WIRE CABLE | $ 87.53 |
| 2 | 1" IPERL METER w/ 6' TRPL 2 WIRE CABLE | $ 150.67 |
| 3 | 6' IPERL TRPL 2-WIRE CABLE | $ 14.41 |
| 4 | 1.5" OMNI T2 METER | $ 666.17 |
| 5 | 2" OMNI T2 METER | $ 809.37 |
| 6 | 2" OMNI T2 METER - SHORT 10" LAY LENGTH MAIN CASE | $ 736.02 |
| 7 | 3" OMNI T2 METER | $ 1,058.73 |
| 8 | 4" OMNI T2 METER | $ 1,931.83 |
| 9 | 6" OMNI T2 METER | $ 3,432.28 |
| 10 | 8" OMNI T2 METER | $ 5,880.03 |
| 11 | 1.5" OMNI C2 METER | $ 945.24 |
| 12 | 2" OMNI C2 METER | $ 1,111.83 |
| 13 | 3" OMNI C2 METER | $ 1,486.59 |
| 14 | 4" OMNI C2 METER | $ 2,455.04 |
| 15 | 6" OMNI C2 METER | $ 4,174.36 |
| 16 | 8" OMNI C2 METER | $ 6,879.76 |
| 17 | 4" OMNI F2 METER - COMPACT LAY LENGTH | $ 4,875.66 |
| 18 | 6" OMNI F2 METER - COMPACT LAY LENGTH | $ 6,130.78 |
| 19 | 8" OMNI F2 METER - COMPACT LAY LENGTH | $ 11,382.64 |
| 20 | 10" OMNI F2 METER - COMPACT LAY LENGTH | $ 16,138.46 |
| 21 | 3" OMNI H2 HYDRANT METER | $ 855.00 |
| 22 | 3" OMNI V2 VERIFIER METER - WITH ACCESSORY KIT | $ 2,967.11 |
| 23 | 3" OMNI V2 VERIFIER METER - WITHOUT ACCESSORY KIT | $ 2,225.11 |
| 24 | 3" V2 OMNI - ACCESSORIES ONLY | $ 742.00 |
| 25 | 1.5" OMNI T2 MEASURING CHAMBER | $ 572.32 |
| 26 | 2" OMNI T2 MEASURING CHAMBER | $ 572.32 |

| 27 | 3" OMNI T2 MEASURING CHAMBER | $ | 640.19 |
|----|------------------------------|---|--------|
| 28 | 4" OMNI T2 MEASURING CHAMBER | $ | 640.19 |
| 29 | 6" OMNI T2 MEASURING CHAMBER | $ | 1,212.67 |
| 30 | 8" OMNI T2 MEASURING CHAMBER | $ | 1,508.97 |
| 31 | 1.5" OMNI C2 MEASURING CHAMBER | $ | 990.68 |
| 32 | 2" OMNI C2 MEASURING CHAMBER | $ | 990.68 |
| 33 | 3" OMNI C2 MEASURING CHAMBER | $ | 1,365.55 |
| 34 | 4" OMNI C2 MEASURING CHAMBER | $ | 1,365.55 |
| 35 | 6" OMNI C2 MEASURING CHAMBER | $ | 1,792.19 |
| 36 | 8" OMNI C2 MEASURING CHAMBER | $ | 1,913.18 |
| 37 | 4" OMNI F2 MEASURING CHAMBER | $ | 1,195.16 |
| 38 | 6" OMNI F2 MEASURING CHAMBER | $ | 1,827.96 |
| 39 | 8" OMNI F2 MEASURING CHAMBER | $ | 2,271.61 |
| 40 | 10" OMNI F2 MEASURING CHAMBER | $ | 2,271.61 |
| 41 | REPLACEMENT OMNI REGISTER - must specify meter serial number | $ | 243.17 |
| 42 | 6" PROP 101 METER HEAD ASSEMBLY - MMP w/ HRT | $ | 1,875.83 |
| 43 | 8" PROP 101 METER HEAD ASSEMBLY - MMP w/ HRT | $ | 2,101.55 |
| 44 | 10" PROP 101 METER HEAD ASSEMBLY - MMP w/ HRT | $ | 2,464.49 |
| 45 | 6" PROP 102 METER HEAD ASSEMBLY - MMP w/ EROFI | $ | 1,268.74 |
| 46 | 8" PROP 102 METER HEAD ASSEMBLY - MMP w/ EROFI | $ | 1,407.13 |
| 47 | 10" PROP 102 METER HEAD ASSEMBLY - MMP w/ EROFI | $ | 1,516.70 |
| 48 | 5" W-125 METER TESTER MEASURING CHAMBER - MMP w/ RER | $ | 1,902.31 |
| 49 | 5/8x3/4" SRII METER TESTER w/ RER | $ | 1,365.38 |
| 50 | 5" W-125 METER TESTER MEASURING CHAMBER - TEST ONLY | $ | 634.88 |
| 51 | 5/8x3/4" SRII METER TESTER w/ RER - TEST ONLY | $ | 117.08 |
| 52 | ACT-PAK MODEL 100DN NEMA4X TOTALIZER & FLOW RATE INDICATOR w/ 4-20mA | $ | 711.91 |
| 53 | TRPL HOUSING ASSEMBLY | $ | 10.44 |
| 54 | 520M FLEXNET SMARTPOINT - SINGLE PORT TOUCHCOUPLER | $ | 120.08 |
| 55 | 520M FLEXNET SMARTPOINT - DUAL PORT TOUCHCOUPLER | $ | 141.17 |
| 56 | 520M HOUSING ASSEMBLY COMPLETE | $ | 28.69 |
| 57 | 520M PIT LID HOUSING | $ | 20.25 |
| 58 | 520M PIT LOCKING NUT | $ | 4.39 |
| 59 | 520M TRPL ADAPTOR (per quantity of 10) | $ | 4.76 |

| 60 | 4090C AUTO GUN | $ | 811.44 |
| 61 | 4090C AUTO GUN - TRADE IN PROGRAM | $ | 696.90 |
| 62 | AR4090-EXT AUTOGUN PITPROBE EXTENSION w/ 90 DEGREE | $ | 228.56 |
| 63 | AUTOGUN SENSOR | $ | 73.02 |
| 64 | AutoGun 1 Year extended warranty | $ | 265.51 |
| 65 | AutoGun 4 Year extended warranty | $ | 955.85 |
| 66 | AutoGun Repair | $ | 391.62 |
| 67 | AutoGun Extension Wand Repair | $ | 261.23 |
| 68 | FL4501-GB HANDHELD | $ | 7,096.49 |
| 69 | FL4001 SINGLE DOCKING STATION KIT | $ | 782.54 |
| 70 | FL4004 QUAD ETHERNET DOCKING STATION KIT | $ | 3,130.15 |
| 71 | FL4502-GB HANDHELD - TRADE IN PROGRAM, INCLUDES SINGLE DOCKING STATION | $ | 5,323.86 |
| 72 | FL4501-GB 1 year extended warranty | $ | 282.99 |
| 73 | FL4501-GB 3 year extended warranty | $ | 764.06 |
| 74 | AR5501 Repair | $ | 422.58 |
| 75 | COMMANDLINK | $ | 484.31 |
| 76 | CommandLink 1 Year extended warranty | $ | 148.19 |
| 77 | CommandLink 4 Year extended warranty | $ | 537.08 |
| 78 | CommandLink Repair | $ | 245.87 |
| 79 | UNIPRO COMMUNICATOR | $ | 233.98 |
| 80 | M4400 W.EXNET VEHICLE GATEWAY BASESTATION w/ LAPTOP | $ | 18,897.70 |
| 81 | VGB 1 Year extended warranty | $ | 1,111.47 |
| 82 | VGB 4 Year extended warranty | $ | 4,001.27 |

| 83 | PROMO - SAAS RNI - SETUP FEE - up to 2,500 services | $ | 7,500.00 |
| 84 | PROMO - SAAS ANALYTICS - SETUP FEE - up to 2,500 services | $ | 1,150.00 |
| 85 | PROMO - SAAS RNI - ANNUAL FEE - up to 2,500 services - YEAR 1 | $ | 7,500.00 |
| 86 | PROMO - SAAS ANALYTICS ENHANCED - ANNUAL FEE - up to 2,500 services - YEAR 1 | $ | 2,500.00 |
| 87 | PROMO - SAAS RNI - ANNUAL FEE - up to 2,500 services - YEAR 2 | $ | 7,725.00 |
| 88 | PROMO - SAAS ANALYTICS ENHANCED - ANNUAL FEE - up to 2,500 services - YEAR 2 | $ | 2,575.00 |
| 89 | PROMO - SAAS RNI - ANNUAL FEE - up to 2,500 services - YEAR 3 | $ | 7,956.75 |
| 90 | PROMO - SAAS ANALYTICS ENHANCED - ANNUAL FEE - up to 2,500 services - YEAR 3 | $ | 2,652.25 |
| 91 | PROMO - SAAS RNI - ANNUAL FEE - up to 2,500 services - YEAR 4 | $ | 8,195.45 |
| 92 | PROMO - SAAS ANALYTICS ENHANCED - ANNUAL FEE - up to 2,500 services - YEAR 4 | $ | 2,731.82 |
| 93 | PROMO - SAAS RNI - ANNUAL FEE - up to 2,500 services - YEAR 5 | $ | 8,441.31 |
| 94 | PROMO - SAAS ANALYTICS ENHANCED - ANNUAL FEE - up to 2,500 services - YEAR 5 | $ | 2,813.77 |
| 95 | PROMO - SAAS RNI - ANNUAL FEE - up to 5,000 services - YEAR 1 | $ | 9,000.00 |
| 96 | PROMO - SAAS ANALYTICS ENHANCED - ANNUAL FEE - up to 5,000 services - YEAR 1 | $ | 6,500.00 |
| 97 | PROMO - SAAS RNI - ANNUAL FEE - up to 5,000 services - YEAR 2 | $ | 9,270.00 |
| 98 | PROMO - SAAS ANALYTICS ENHANCED - ANNUAL FEE - up to 5,000 services - YEAR 2 | $ | 6,695.00 |
| 99 | PROMO - SAAS RNI - ANNUAL FEE - up to 5,000 services - YEAR 3 | $ | 9,548.10 |
| 100 | PROMO - SAAS ANALYTICS ENHANCED - ANNUAL FEE - up to 5,000 services - YEAR 3 | $ | 6,895.85 |
| 101 | PROMO - SAAS RNI - ANNUAL FEE - up to 5,000 services - YEAR 4 | $ | 9,834.54 |
| 102 | PROMO - SAAS ANALYTICS ENHANCED - ANNUAL FEE - up to 5,000 services - YEAR 4 | $ | 7,102.73 |
| 103 | PROMO - SAAS RNI - ANNUAL FEE - up to 5,000 services - YEAR 5 | $ | 10,129.58 |
| 104 | PROMO - SAAS ANALYTICS ENHANCED - ANNUAL FEE - up to 5,000 services - YEAR 5 | $ | 7,315.81 |
| 105 | EDUCATION - CORE RNI - ONSITE | $ | 5,000.00 |
| 106 | SENSUS ANALYTICS TRAINING | $ | 1,750.00 |
| 107 | S50/S100 Restoration extended warranty - annual fee | $ | 2,317.50 |
| 108 | M400B Restoration extended warranty - annual fee | $ | 1,159.20 |
| 109 | RNI Annual Software Maintenance Fee | $ | 5,824.00 |
| | Meters and parts not listed to be quoted at 30% off current list price | | |

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: 6/21/2016

Correspondence:                                                                    Purchase Orders:

Sensus                                                                             Sensus
207 Windmere Drive                                                                 PO Box 487
Bowling Green, KY 42103                                                            Uniontown, PA 15401
                                                                                   1-800-METER-IT
Robert Whitaker - Sales Director, Southern Region                                  1-800-638-3748

SaaS Agreement

1. **Existing Agreement.** Sensus and Customer separately entered into contract C01-0614-WS on August 26, 2013 which provides for Customer's purchase of water meters and other associated products ("Initial Purchasing Contract"). The Initial Contract was subsequently amended on July 31, 2015 to extend the term and amend pricing ("Amended Purchasing Contract"). Together, the Initial Purchasing Contract and the Amended Purchasing Contract are referred to in this Agreement as the "Existing Purchase Contract"). The pricing of the Existing Purchase Contract shall apply to the services provided by Sensus in this Agreement. In the event of any direct conflict between the Existing Purchase Contract and this Agreement, this Agreement shall control.

2. **Software.**
   A. **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.
   B. **UCITA.** To the minimum 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.

3. **Equipment.**
   A. **Purchase of Equipment.** Customer is not required to purchase any equipment under this Agreement. In the event Customer elects to purchase equipment, Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") in accordance with the process described in the Existing Purchase Contract. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at http://na.sensus.com/TC, or 1-800-METER-IT.
   B. THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL 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.

4. **Services.**
   A. **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.
   B. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
   C. **Project Management.** Project management of the AMI 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.
   D. **Training.** Training on the use of the AMI 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.

5. **Spectrum**
   A. **Spectrum Lease.** The parties previously entered into a spectrum manager lease on 3/10/2015 (the "Spectrum Lease"), which is hereby specifically incorporated by reference.

6. **General Terms and Conditions.**
   A. **Payment.** All pricing is subject to the Existing Purchase Agreement. Customer shall pay Sensus for the services provided herein in accordance with Exhibit C.
   B. **Limitation of Liability.**
      i. 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 greater of, (a) the total amount paid by Customer directly to Sensus under this Agreement or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in fact, 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) annual meter read costs and expenses; nor (v) claims costs by a third party; nor (vi) damages arising from meters 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.
      ii. To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.
   C. **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.
   D. **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.
   E. **Intellectual Property.** No Intellectual Property is assigned to Customer hereunder. Sensus shall own or continue to own all Intellectual Property used, created, and/or derived in the course of performing this Agreement. To the extent, if any, that any ownership interest in and to such Intellectual Property 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 Intellectual Property. Customer agrees not to reverse engineer any Equipment purchased or provided hereunder.
   F. **Confidentiality.** The parties specifically acknowledge the public records laws applicable to Customer and hereby incorporate by reference the section of the Amended Purchasing Contract entitled "Public Records Laws." To the extent Confidential Information exchanged between the parties does not fall under the scope of the Public Records Laws, 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, except to the extent reasonably required to perform and enforce this Agreement or as required under applicable law, court order or regulation. The Confidential Information may be transmitted orally, in writing, electronically or otherwise deemed 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

# ACORD®

## CERTIFICATE OF LIABILITY INSURANCE

**DATE (MM/DD/YYYY)** 10/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: | | |
|---|---|---|---|
| Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 | PHONE (A/C, No. Ext): | | FAX (A/C, No): |
| | E-MAIL ADDRESS: | | |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| CN108453421-Pure-GAW-19-20 | INSURER A : See Acord 101 | | |
| **INSURED** Sensus USA, Inc. which will do business as Sensus Metering Systems, Inc. 8601 Six Forks Road, Suite 700 Raleigh, NC 27615 | INSURER B : National Union Fire Ins. Co. | | 19445 |
| | INSURER C : | | |
| | INSURER D : | | |
| | INSURER E : | | |
| | INSURER F : | | |

## COVERAGES  CERTIFICATE NUMBER: NYC-010058682-08  REVISION NUMBER: 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| B | X **COMMERCIAL GENERAL LIABILITY** | | | GL 6862457 | 10/31/2019 | 10/31/2020 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY PROJECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | SIR: $500,000 | $ |
| B | **AUTOMOBILE LIABILITY** | | | CA 5320316 (AOS) | 10/31/2019 | 10/31/2020 | COMBINED SINGLE LIMIT (Ea accident) | $ 3,000,000 |
| B | X ANY AUTO | | | CA 5320317 (VA) | 10/31/2019 | 10/31/2020 | BODILY INJURY (Per person) | $ |
| B | OWNED AUTOS ONLY SCHEDULED AUTOS | | | CA 5320318 (MA) | 10/31/2019 | 10/31/2020 | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | SEE ACORD 101 | 10/31/2019 | 10/31/2020 | X PER STATUTE OTHER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Re: Contract # C17-2591-WS

Okaloosa County is included as additional insured where required by written contract with regards to General lia

CONTRACT#: C17-2591-WS
SENSUS METERING SYSTEMS
SOFTWARE AS A SERVICE
EXPIRES: 01/17/2022

| CERTIFICATE HOLDER | CA |
|---|---|
| Okaloosa County 5479A Old Bethel Road Crestview, FL 32536 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | **AUTHORIZED REPRESENTATIVE** of Marsh USA Inc. Lauren Giagrande *Lauren Giagrande* |

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# ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

| AGENCY | NAMED INSURED |
|---|---|
| Marsh USA, Inc. | Sensus USA, Inc.<br>which will do business as Sensus Metering Systems, Inc.<br>8601 Six Forks Road, Suite 700<br>Raleigh, NC 27615 |

**POLICY NUMBER**

| CARRIER | NAIC CODE |
|---|---|
| | |

**EFFECTIVE DATE:**

## ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25    **FORM TITLE:** Certificate of Liability Insurance

WORKERS COMPENSATION:

CARRIER: NEW HAMPSHIRE INSURANCE COMPANY
POLICY: WC 020608516 (AOS)

CARRIER: NEW HAMPSHIRE INSURANCE COMPANY
POLICY: WC 020608517 (IL, KY, NC, NH, UT, VT)

CARRIER: NEW HAMPSHIRE INSURANCE COMPANY
POLICY: WC 020608518 (NJ, PA)

CARRIER: NEW HAMPSHIRE INSURANCE COMPANY
POLICY: WC 020608519 (MA, OH, WA, WI, WY)

CARRIER: AMERICAN HOME ASSURANCE
POLICY: WC 020608520 (CA)

CARRIER: ILLINOIS NATIONAL INSURANCE COMPANY
POLICY: WC 020608521 (FL)

CARRIER: NEW HAMPSHIRE INSURANCE COMPANY
POLICY: WC 020608522 (AZ, VA)

# ACORD®

## CERTIFICATE OF LIABILITY INSURANCE

**DATE (MM/DD/YYYY)**
07/23/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Willis Towers Watson Certificate Center | |
|---|---|---|
| Willis of New York, Inc.<br>c/o 26 Century Blvd<br>P.O. Box 305191<br>Nashville, TN 372305191 USA | PHONE (A/C, No. Ext): 1-877-945-7378 | FAX (A/C, No): 1-888-467-2378 |
| | E-MAIL ADDRESS: certificates@willis.com | |

**RECEIVED AUG 2 8 2018 BY: PURCH**

| | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| INSURER A : | National Union Fire Insurance Company of P | 19445 |
| INSURER B : | Markel American Insurance Company | 28932 |
| INSURER C : | New Hampshire Insurance Company | 23841 |
| INSURER D : | American Home Assurance Company | 19380 |
| INSURER E : | Illinois National Insurance Company | 23817 |
| INSURER F : | | |

**INSURED**
Core & Main LP
1830 Craig Park Court
Saint Louis, MO 63146

## COVERAGES       CERTIFICATE NUMBER: W6958965       REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE X OCCUR<br>X SIR: $500,000* | | Y | GL 4786836 | 08/01/2018 | 08/01/2019 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 15,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT X LOC<br>☐ OTHER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | CA 7742356 (AOS) | 08/01/2018 | 08/01/2019 | COMBINED SINGLE LIMIT (Ea accident) | $ 2,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | X UMBRELLA LIAB X OCCUR<br>☐ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED X RETENTION $ 10,000 | | | MKLM6MM70000052 | 08/01/2018 | 08/01/2019 | EACH OCCURRENCE | $ 5,000,000 |
| | | | | | | | AGGREGATE | $ 5,000,000 |
| | | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | WC 018177182 | 08/01/2018 | 08/01/2019 | X PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| C | Workers Compensation and Employers' Liability Per Statute | | | WC 018177235 (MA, WI) | 08/01/2018 | 08/01/2019 | EL-Each Accident | $1,000,000 |
| | | | | | | | EL-Disease - Limit | $1,000,000 |
| | | | | | | | EL-Disease - Each Emp | $1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\* General Liability: The $1,000,000 per Occurrence and $2,000,000 Aggregate limits displayed is a combination of $500,000 Self-Insured Retention and $500,000 Per Occurrence /$1,500,000 Aggregate limits of liability provided by the carrier noted above.
SEE ATTACHED

CIN-2591-WS/COI-0614-WS

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| Okaloosa County<br>5479A Old Bethel Road<br>Crestview, FL 32536 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE |

ACORD 25 (2016/03)       The ACORD name and logo are registered marks of ACORD

SR ID: 16481037       BATCH: 797731

# ACORD®

## ADDITIONAL REMARKS SCHEDULE

| AGENCY | | | NAMED INSURED |
|---|---|---|---|
| Willis of New York, Inc. | | | Core & Main LP |
| **POLICY NUMBER** | | | 1830 Craig Park Court |
| See Page 1 | | | Saint Louis, MO 63146 |
| **CARRIER** | | **NAIC CODE** | |
| See Page 1 | | See Page 1 | EFFECTIVE DATE: See Page 1 |

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ___25___     FORM TITLE: Certificate of Liability Insurance

All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured where required by written contract as their interest may appear, with respects to this job.

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company                              NAIC#: 23841
POLICY NUMBER: WC018177237 (IL,KY,NC,UT)     EFF DATE: 08/01/2018     EXP DATE: 08/01/2019

| TYPE OF INSURANCE: | LIMIT DESCRIPTION: | LIMIT AMOUNT: |
|---|---|---|
| Workers Compensation | EL-Each Accident | $1,000,000 |
| and Employers' Liability | EL-Disease - Limit | $1,000,000 |
| Per Statute | EL-Disease - Each Emp | $1,000,000 |

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company                              NAIC#: 23841
POLICY NUMBER: WC 018177236 (ME)     EFF DATE: 08/01/2018     EXP DATE: 08/01/2019

| TYPE OF INSURANCE: | LIMIT DESCRIPTION: | LIMIT AMOUNT: |
|---|---|---|
| Workers Compensation | EL-Each Accident | $1,000,000 |
| and Employers' Liability | EL-Disease - Limit | $1,000,000 |
| Per Statute | EL-Disease - Each Emp | $1,000,000 |

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company                              NAIC#: 23841
POLICY NUMBER: WC 018177234 (NJ, PA)     EFF DATE: 08/01/2018     EXP DATE: 08/01/2019

| TYPE OF INSURANCE: | LIMIT DESCRIPTION: | LIMIT AMOUNT: |
|---|---|---|
| Workers Compensation | EL-Each Accident | $1,000,000 |
| and Employers' Liability | EL-Disease - Limit | $1,000,000 |
| Per Statute | EL-Disease - Each Emp | $1,000,000 |

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# ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

| AGENCY | | NAMED INSURED |
|---|---|---|
| Willis of New York, Inc. | | Core & Main LP |
| **POLICY NUMBER** | | 1830 Craig Park Court |
| See Page 1 | | Saint Louis, MO 63146 |
| **CARRIER** | **NAIC CODE** | |
| See Page 1 | See Page 1 | EFFECTIVE DATE: See Page 1 |

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ___25___   FORM TITLE: Certificate of Liability Insurance

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INSURER AFFORDING COVERAGE: American Home Assurance Company                    NAIC#: 19380
POLICY NUMBER: WC 018177232 (CA)      EFF DATE: 08/01/2018      EXP DATE: 08/01/2019


| TYPE OF INSURANCE: | LIMIT DESCRIPTION: | LIMIT AMOUNT: |
|---|---|---|
| Workers Compensation | EL-Each Accident | $1,000,000 |
| and Employers' Liability | EL-Disease - Limit | $1,000,000 |
| Per Statute | EL-Disease - Each Emp | $1,000,000 |


INSURER AFFORDING COVERAGE: Illinois National Insurance Company                    NAIC#: 23817
POLICY NUMBER: WC 018177233 (FL)      EFF DATE: 08/01/2018      EXP DATE: 08/01/2019


| TYPE OF INSURANCE: | LIMIT DESCRIPTION: | LIMIT AMOUNT: |
|---|---|---|
| Workers Compensation | EL-Each Accident | $1,000,000 |
| and Employers' Liability | EL-Disease - Limit | $1,000,000 |
| Per Statute | EL-Disease - Each Emp | $1,000,000 |


INSURER AFFORDING COVERAGE: New Hampshire Insurance Company                    NAIC#: 23841
POLICY NUMBER: WC 031467785 (AK, AZ, VA)      EFF DATE: 08/01/2018      EXP DATE: 08/01/2019


| TYPE OF INSURANCE: | LIMIT DESCRIPTION: | LIMIT AMOUNT: |
|---|---|---|
| Workers Compensation | EL-Each Accident | $1,000,000 |
| and Employers' Liability | EL-Disease - Limit | $1,000,000 |
| Per Statute | EL-Disease - Each Emp | $1,000,000 |


INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh                    NAIC#: 19445
POLICY NUMBER: CA 9581298 (MA)      EFF DATE: 08/01/2018      EXP DATE: 08/01/2019


| TYPE OF INSURANCE: | LIMIT DESCRIPTION: | LIMIT AMOUNT: |
|---|---|---|
| Auto Liability | Combined Single Limit | $2,000,000 |
| Any Auto | | |

---

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# ADDITIONAL REMARKS SCHEDULE

| AGENCY | | NAMED INSURED |
|---|---|---|
| Willis of New York, Inc. | | Core & Main LP |
| **POLICY NUMBER** | | 1830 Craig Park Court |
| See Page 1 | | Saint Louis, MO 63146 |
| **CARRIER** | **NAIC CODE** | |
| See Page 1 | See Page 1 | EFFECTIVE DATE: See Page 1 |

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ___25___ FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh     NAIC#: 19445
POLICY NUMBER: CA 9581297 (VA)    EFF DATE: 08/01/2018    EXP DATE: 08/01/2019

| TYPE OF INSURANCE: | LIMIT DESCRIPTION: | LIMIT AMOUNT: |
|---|---|---|
| Auto Liability | Any Auto | |
| | Combined Single Limit | $2,000,000 |

SR ID: 16481037    BATCH: 797731    CERT: W6958965

Username

Password

Forgot Username?

Forgot Password?

**Log In**

Create an Account

# Search Results

## Current Search Terms: sensus* metering* system*

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

**Glossary**

**Search**
**Results**

Entity

Exclusion

**Search**
**Filters**

By Record
Status

By Record
Type

**GSA**

Search Records
Data Access        Disclaimers
Check Status       Accessibility
About              Privacy Policy
Help

FAPIIS.gov
GSA.gov/IAE
GSA.gov
USA.gov

# CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: CO1-D614-WS

Tracking Number: 267-17

Contractor/Lessee Name: Sensus

Grant Funded: YES___ NO✓

Purpose: Saas Agreement

Date/Term: _____

1. ☐ GREATER THAN $50,000

Amount: _____

2. ☐ GREATER THAN $25,000

Department: WS

3. ☐ $25,000 OR LESS

Dept. Monitor Name: Littell

Document has been reviewed and includes any attachments or exhibits.

---

## Purchasing Review

Procurement requirements are met:

_~signature~_

Date: 12-16-16

Purchasing Director or designee      ~~Zan Federak, Charles Powell~~, DeRita Mason

---

## Risk Management Review

Approved as written:

_Laura Porter (signature)_

Date: 12-19-16

Risk Manager or designee      Laura Porter or Krystal King

---

## County Attorney Review

Approved as written: See email attached

Date: 12-8-16

County Attorney      ~~Gregory T. Stewart, Lynn Hoshihara~~, Kerry Parsons or Designee

Following Okaloosa County approval:

---

## Contract & Grant

Document has been received:

_____

Date: _____

Contracts & Grants Manager

| From: | Parsons, Kerry <KParsons@ngn-tally.com> |
|---|---|
| Sent: | Thursday, December 8, 2016 2:35 PM |
| To: | Heath Buck |
| Cc: | Greg Stewart |
| Subject: | RE: RNI upgrade to SaaS order |

Hey Heath:

This looks good, I'm appreciative that they made the changes. Although this sounds crazy, the Florida statute requires that the block lettered provision in the contract pertaining to public records that was added be in at least 14 point font. Please revise the font size of that section, otherwise, this is approved for legal sufficiency.

Have a great day!
Kerry

**From:** Heath Buck [mailto:hbuck@co.okaloosa.fl.us]
**Sent:** Thursday, December 08, 2016 2:45 PM
**To:** Parsons, Kerry; Greg Stewart
**Subject:** FW: RNI upgrade to SaaS order

Kerry and Greg,

I hope the week is treating the both of you well. I know this is a busy time of the year, but I have not received word back on this and need to implement before the end of the year.

Thank you.

**From:** Heath Buck
**Sent:** Thursday, December 1, 2016 9:41 AM
**To:** 'Parsons, Kerry' <KParsons@ngn-tally.com>; Greg Stewart <gstewart@co.okaloosa.fl.us>
**Subject:** FW: RNI upgrade to SaaS order

Please let me know if this is agreeable.

Thank you.

**From:** Gominger, Natalie [mailto:Natalie.Gominger@sensus.com]
**Sent:** Saturday, November 26, 2016 8:43 PM
**To:** Heath Buck <hbuck@co.okaloosa.fl.us>; Machinski, Griff <Griff.Machinski@sensus.com>
**Cc:** Gerard Menze <gmenze@co.okaloosa.fl.us>; Lori Paice <lpaice@co.okaloosa.fl.us>; Matt Harms <mharms@co.okaloosa.fl.us>; Mark Wise <mwise@co.okaloosa.fl.us>
**Subject:** RE: RNI upgrade to SaaS order

Heath,
Please see attached for an updated agreement in both redline and clean copy. This version incorporates the public record language provided below. Note, the last version of the agreement had already included Florida governing law and venue so that change, while still present here, is not shown in redline.

1

C17-2591-WS

# CERTIFICATE OF LIABILITY INSURANCE

ACORD®

DATE (MM/DD/YYYY)
08/01/2017

| PRODUCER | CONTACT NAME: | | |
|---|---|---|---|
| Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 | PHONE (A/C, No, Ext): | | FAX (A/C, No): |
| | E-MAIL ADDRESS: | | |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| 506636-Sensu-GAWex-16-17 | INSURER A : Allianz Global Corporate & Specialty | | |
| INSURED Sensus USA, Inc. which will do business as Sensus Metering Systems, Inc. 8601 Six Forks Road, Suite 700 Raleigh, NC 27615 | INSURER B : ACE American Insurance Company | | 22667 |
| | INSURER C : ACE Fire Underwriters Ins. Co. | | 20702 |
| | INSURER D : | | |
| | INSURER E : | | |
| | INSURER F : | | |

## COVERAGES    CERTIFICATE NUMBER: NYC-010058682-01    REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.  NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | CGL 2008032 | 12/17/2016 | 10/31/2017 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | ISA H0905148A | 10/31/2016 | 10/31/2017 | COMBINED SINGLE LIMIT (Ea accident) | $ 2,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY  ☐ SCHEDULED AUTOS | | | 'Coverage for above Insured' | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY  ☐ NON-OWNED AUTOS ONLY | | | 'effective 12/17/2016' | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| B C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | WLR C49104807 (AOS) SCF C49104819 (WI) 'Coverage for above Insured' 'effective 12/17/2016' | 10/31/2016 10/31/2016 | 10/31/2017 10/31/2017 | X PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may E
Okaloosa County, Purchasing Department is included as additional insured where required by written contract with re

**Contract # C17-2591-WS
SENSUS METERING SYSTEMS, INC.
SOFTWARE AS A SERVICE
EXPIRES: 01/17/2022**

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| Okaloosa County, Purchasing Department Attn: Mark Griffin 1804 Lewis Turner Blvd Fort Walton Beach, FL 32541 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE of Marsh USA Inc.  Manashi Mukherjee    _Manashi Mukherjee_ |

ACORD 25 (2016/03)        The ACORD name and logo are registered marks of ACORD

## Software as a Service Agreement

### between

## Okaloosa County ("Customer")

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

IN WITNESS WHEREOF, the parties have caused this Software as a Service 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 either party provides written notice of its intent not to renew at least sixty (60) days prior to the end of the Initial Term. The "Term" shall refer to both the Initial Term and the Renewal Term.

| Sensus USA Inc. | Customer: Okaloosa County |
|---|---|
| By: _Tim Harriger_ | By: _Carolyn C. Ketchel_ |
| Name: TIM HARRIGER | Name: Carolyn N. Ketchel |
| Title: VP Sales NA Water | Title: Chairman, Board of County Commissioners |
| Date: 12/21/16 | Date: 1/17/2017 |
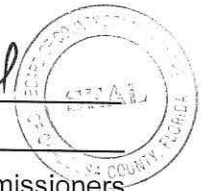
Contents of this Agreement:
SaaS Agreement
    Exhibit A    Software
    Exhibit B    Technical Support
    Exhibit C    Payment Terms

1. **Existing Agreement.** Sensus and Customer separately entered into contract C01-0614-WS on August 26, 2013 which provides for Customer's purchase of water meters and other associated products ("Initial Purchasing Contract"). The Initial Contract was subsequently amended on July 21, 2016 to extend the term and amend pricing ("Amended Purchasing Contract"). Together, the Initial Purchasing Contract and the Amended Purchasing Contract are referred to in this Agreement as the "Existing Purchase Contract"). The pricing of the Existing Purchase Contract shall apply to the services provided by Sensus in this Agreement. In the event of any direct conflicts between the Existing Purchase Contract and this Agreement, this Agreement shall control.

2. **Software.**
   A. **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.
   B. **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.

3. **Equipment.**
   A. **Purchase of Equipment.** Customer is not required to purchase any equipment under this Agreement. In the event Customer elects to purchase equipment, Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") in accordance with the process described in the Existing Purchase Contract. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: http://www.sensus.com/TC, or 1-800-METER-IT.
   B. THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL 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.

4. **Services.**
   A. **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.
   B. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
   C. **Project Management.** Project management of the AMI 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.
   D. **Training.** Training on the use of the AMI 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.

5. **Spectrum**
   A. **Spectrum Lease.** The parties previously entered into a spectrum manager lease on 3/10/2015 (the "Spectrum Lease"), which is hereby specifically incorporated by reference.

6. **General Terms and Conditions.**
   A. **Payment.** All pricing is subject to the Existing Purchase Agreement. Customer shall pay Sensus for the services provided herein in accordance with Exhibit C.
   B. **Limitation of Liability.**
      i. 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 greater of; (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). 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) claims made by a third party; nor (vi) 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.
      ii. To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.
   C. **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.
   D. **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.
   E. **Intellectual Property.** No Intellectual Property is assigned to Customer hereunder. Sensus shall own or continue to own all Intellectual Property used, created, and/or derived in the course of performing this Agreement. To the extent, if any, that any ownership interest in and to such Intellectual Property 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 Intellectual Property. Customer agrees not to reverse engineer any Equipment purchased or provided hereunder.
   F. **Confidentiality.** The parties specifically acknowledge the public records laws applicable to Customer and hereby incorporate by reference the section of the Amended Purchasing Contract entitled "Public Records Laws." To the extent Confidential Information exchanged between the parties does not fall under the scope of the Public Records Laws, 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, except to the extent reasonably required to perform and enforce this Agreement or as required under applicable law, court order or regulation. 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. IF SENSUS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SENSUS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.

G. **Compliance with Laws.** Customer shall 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 shall not take any action, or permit the taking of any action by a third party, which may render Sensus 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 county or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.

H. **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.

I. **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.

J. **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.

K. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by the Parties attempting mediation in Florida. If the Dispute is not resolved within sixty (60) days of the commencement of the mediation, it shall be litigated in the state or federal courts located in 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.

L. **Restriction on Discovery.** The Parties acknowledge the abundance of documents, data, and other information stored in an electronic manner and the time and costs associated with retrieving relevant electronic data from the Parties during the Discovery portion of a claim. Accordingly, the Parties shall utilize only printed or hard-copy documents, data, and other information in Discovery and shall not use or request electronic or e-Discovery methods for any claim, demand, arbitration or litigation subject to this Agreement. All relevant and unprivileged printed or hard-copy materials shall be subject to Discovery, but neither Party has an obligation to maintain printed or hard-copy files in anticipation of a claim, demand, litigation, or arbitration proceeding.

M. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.

N. **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.

O. **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 regarding the subject matter herein. 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 regarding the subject matter herein. 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. Unless otherwise referenced, 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.

P. **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.

7. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:

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. **"AMI System"** identifies the Sensus FlexNet Advanced Meter Infrastructure System comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, FCC licenses, and other equipment provided to Customer hereunder. The AMI System only includes the foregoing, as provided by Sensus. The AMI System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.

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, pricing information, marketing and marketing plans, Customer's End Users' data, AMI System performance, AMI System architecture and design, AMI 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. "*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 Echo Transceiver) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.

F. "*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.

G. "*Hosted Software*" means those items listed as an Application in Exhibit A.

H. "*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.

I. "*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.

J. "*Ongoing Fee*" means the annual or monthly fees, as applicable, to be paid by Customer during the Term of this Agreement.

K. "*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.

L. "*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 party meters or reading meters outside the Service Territory.

M. "*Release*" means both Updates and Upgrades.

N. "*RF Field Equipment*" means, collectively, FlexNet Base Stations, Echo Transceivers and Remote Transceivers.

O. "*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.

P. "*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.

Q. "*Service Territory*" identifies the geographic area where Customer provides electricity, water, and/or gas (as applicable) 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 .

R. "*Server Hardware*" means the RNI hardware.

S. "*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 take the readings of the meters and transmit those readings by radio frequency to the relevant FlexNet Base Station, Remote Transceiver or Echo Transceiver.

T. "*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.

U. "*Updates*" means releases of the Software that constitute a minor improvement in functionality.

V. "*Upgrades*" means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.

W. "*WAN Backhaul*" means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

**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, 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
  - o Enhanced Package

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. **Usage License.** Subject to all the terms and conditions of this Agreement, Sensus hereby gives Customer a license under Sensus' intellectual property rights to use the Sensus Applications for the Permitted Use for so long as Customer is current in its payments for the Applications ("Usage License"). This Usage License shall commence on the Effective Date and shall terminate upon the earlier of; (i) the expiration or termination of this Agreement for any reason; (ii) if Customer uses the Applications provided hereunder other than for the Permitted Use; and (iii) the Application is terminated as set forth below.

C. **Termination of Software as a Service.** Customer shall have the option at any time after full deployment but 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; 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 and (b) RNI software license, each 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 24x7 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. Define data retention plan and policy.
   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 Salesforce 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) 24x7 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 period 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.    Sensus adheres to and submits certification to NERC/CIP Cyber Security standards.

       i.    Sensus actively participates/monitors 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.    Sensus will 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 DR 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 and Recovery Point Objectives 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 Recovery Time Objective (RTO) of forty-eight (48) hours.

       j.    The Recovery Point Objective (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, Echo Transceivers, 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:

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

   i.    Calculations

       a.    *"Targeted Minutes of Operation"* or *"TMO"* means total minutes cumulative across all Applications in the applicable 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 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).

ii. Exceptions. "Exceptions" mean the following events:
    a. Force Majeure;
    b. Emergency Work, as defined below; and
    c. Lack of Internet Availability, as described below.

i. 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.

ii. 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.

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 AMI 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).

III. Sensus Analytics

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 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 high threshold exceptions with drill down to the list of meters.
         h.  # 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.
         n.  Users need to enter which billing request file prior to running the report.
         o.  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 send 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 Dashboard
         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.   Alarm Console
         a.  Follow real time monitors of the alarms coming from Customer's meters.
         b.  Provides a single view for all alarms across the entire network.
         c.  Allows the user to view trending of each alarm over time.

     iii.   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.  **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. This flat file may be delimited or fixed width. This specification allows Customer to transmit each day or as needed: the devices and end users in the system, end user status, end user account information, end user name, and other end user details. 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.
         a.  In scope of the included integration efforts is the mapping the Customer's fields to the VFlex specification.
         b.  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.
     ii.   Sensus' integration services consists 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.

iii. 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.

D. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from; (a) Customer's FlexNet AMI System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.

E. **Customer Acknowledgements.**

i. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.

ii. 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.

iii. 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.

iv. 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.

v. 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 | http://www.redhat.com/licenses/rhel_rha_eula.html |
| JBoss Enterprise Middleware | http://www.redhat.com/licenses/jboss_eula.html |

**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 and Sensus Lighting Control.

   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 8:00AM EST to 8:00PM 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 Support 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 in which the call originated. The nature of the problem and severity levels will be 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 a support ticket for 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.

   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., RNI Software, Sensus MDM).

   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: 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.

   Sev4 Minor system issues, questions, new features, or enhancement requests to be corrected in future versions.

   Examples: Minor system issues, general questions, and "How-To" questions.

   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-serve basis. A first 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 Support 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. | • Satisfactory workaround is provided.<br>• Program patch is provided.<br>• Fix incorporated into future release.<br>• Fix or workaround incorporated into the Support Knowledge Base. |
| 2 | 4 hours | Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur. | • Satisfactory workaround is provided.<br>• Program patch is provided.<br>• Fix incorporated into future release.<br>• Fix or workaround incorporated into the Support Knowledge Base. |
| 3 | 1 Business Day | 90 business days | • Answer to question is provided.<br>• Satisfactory workaround is provided.<br>• Fix or workaround incorporated into the Support Knowledge Base.<br>• Fix incorporated into future release. |
| 4 | 2 Business Days | 12 months | • Answer to question is provided.<br>• Fix or workaround incorporated into the Support Knowledge Base. |

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. 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.

6.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Support ticket number and the reason why the issue is being escalated.

6.1.3. 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 Support 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 through the Sensus User Forum (http://myflexnetsystem.com/Module/User/Login). All Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. Sensus also hosts periodic user group teleconferences to facilitate the interchange of product ideas, product enhancements, and overall customer experiences. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the Portal.

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 maintenance contract. For example, specialized systems integration services or out of warranty network equipment repair that is not covered under a separate maintenance contract.

**Exhibit C**
**Pricing**

See pricing in the Existing Purchasing Contract, Exhibit A.

| 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.

**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 meter 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, it shall give written notice of the dispute to Sensus within 30 days of the invoice date. If it 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.

**Delivery and Packaging.** Customer shall pay for delivery of the Equipment from Sensus' or Sensus' contracted manufacturers' factory to Customer's warehouse. 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: icon.support@sensus.com