ANNUAL SERVICES AGREEMENT

This Annual Services Agreement (the "Agreement") is made by and between Thirkettle Corporation dba Aqua-Metric Sales Company, a California corporation, having its principal location at 4050 Flat Rock Drive, Riverside, CA 92505 ("Aqua-Metric") and City of Coppell, having its principal location at 255 E. Parkway Blvd., Coppell, TX 75019 (the "Client"). Aqua-Metric and Client are each referred to individually as "Party" or collectively as the "Parties". The Parties agree as follows:

RECITALS

A. Aqua-Metric has been engaged by Client to provide (a) Sensus Regional Network Interface ("RNI") and Sensus Analytics Software-as-a-Service (collectively the "SaaS Services") hosted services required for the daily operation of the FlexNet System; and (b) Aqua-Metric Value Added Reseller Support services (the "Support Services") for the infrastructure and software.

B. Aqua-Metric agrees to, in accordance with the terms of this Agreement, perform the services and supply the goods as described in the attached Exhibits and Appendices (the "Work"), which is attached hereto and made a part hereof for all purposes. This Agreement shall include the following:

  i.   This Annual Services Agreement
  ii.   Exhibit A: Annual Pricing
  iii. Exhibit B: Support Standards

In consideration of the mutual agreements, covenants, representations, and warranties contained herein, and in reliance thereon, intending to be legally bound, Aqua-Metric and Client agree as follows:

1. TERM. This Agreement shall become effective (the "Effective Date") upon the date this Agreement is signed by both Parties. The services shall commence on January 3, 2024 and shall extend for five (5) years unless terminated earlier in accordance within the provisions of this Agreement. The Parties may renew this Agreement for successive five (5) year terms upon written and duly authorized change order pursuant to Section 4 unless terminated pursuant to the terms hereunder.

2. SERVICES.

  2.1. This Agreement sets forth the annual SaaS Services, terms, and/or conditions billed by Aqua-Metric to Client on an annual recurring basis beginning on the first anniversary from the date the first year SaaS Services fees have been invoiced by Aqua-Metric to Client. For clarity, Aqua-Metric will invoice first year SaaS Services fees concluding the RNI commissioning and Client shall pay for the first year SaaS Services fees within the terms and conditions as defined in the Thirkettle Corporation Master Services Agreement (the "Master Agreement"). The annual fees outlined in Exhibit A hereto represent the second year fees.

3. PRICING AND PAYMENT. Subject to the provisions of this Agreement, Client shall pay Aqua-Metric for the annual SaaS Services and Support Services fees (the "Annual Services") in the amount set forth herein Exhibit A.

  3.1. Aqua-Metric shall automatically invoice Client for payment within sixty (60) days prior to the anniversary date of implementation. Client shall issue payment within thirty (30) days of receipt of invoice. Aqua-Metric reserves the right to issue late fees to Client for past due amounts at a maximum rate of 1% of the invoice total for each additional day past due or the maximum rate permitted by law.

  3.2. Annual Services shall automatically renew each year on the anniversary of the implementation date and will continue through the duration of Client's continued use of the Annual Services. Annual Services will incur an automatic three percent (3%) annual increase to the antecedent fee for service.

  3.3. In the event Client wishes to discontinue the Annual Services, Client shall provide Aqua-Metric written notification pursuant to Section 13 prior to the subsequent annual invoice; at which time Aqua-Metric's Annual Services shall cease pursuant to Section 5. Client's failure to give Aqua-Metric notice prior to renewal will result in automatic renewal and Client agrees to pay for subsequent Annual Services.

3.4. All pricing and payments shall be in US currency.

3.5. Non-Appropriation Clause. Client shall use best efforts to obtain an appropriation in the full amount of each subsequent annual payment required under this Agreement, including the submission of budget requests each year that are sufficient to cover Client's payment obligations for each subsequent fiscal year. In the event that funds are not appropriated by Client's governing body, Client shall notify in accordance with Section 13.1.

4. MODIFICATIONS, AMENDMENTS AND CHANGE ORDERS. No modification or amendment to this Agreement or the Work herein shall be binding upon either Party hereto unless such amendment is set forth in writing and duly executed by an authorized representative of each Party. Aqua-Metric and Client each acknowledge additional product and services not detailed or described herein may be required to complete the Work. Either Party may initiate a request to modify, add or remove additional product or services. No additional product or service will be inclusive unless upon written amendment to this Agreement duly executed by an authorized representative from both Parties. Unless otherwise agreed upon, all additional product or services rendered will be quoted at current market values at the time of request.

5. SUSPENSION OF SERVICE.

5.1. In the event Client fails to pay Aqua-Metric for any invoices within forty-five (45) days from the date of invoice, Aqua-Metric may, in its sole discretion, withhold or suspend the services until Client has paid any past due invoiced amounts or seek termination pursuant to Section 13.2 of this Agreement. Client shall be responsible for applicable service fees, including late fees and early termination fees incurred for early termination. In the event of suspension or termination, Client acknowledges and agrees Aqua-Metric and/or Sensus will not be held responsible to diagnose, troubleshoot, update, repair, or replace any software previously purchased by Client. Client will be responsible for the purchase of hardware, software Updates or Upgrades, or hourly support and maintenance fees described in Exhibit B.

6. OWNERSHIP.

6.1. Aqua-Metric Materials. Aqua-Metric or its suppliers shall retain all right, title and interest (including but not limited to copyright and other proprietary or intellectual property rights) in the Aqua-Metric Confidential Information, the Aqua-Metric Proprietary Materials (excluding Client Work Product, Client Data and Client Confidential Information).

6.2. Client Materials. The Client shall retain all right, title and interest (including copyright and other proprietary or intellectual property rights) in the Client Work Product, Client Confidential Information and Client Data. Aqua-Metric may access Client Data only to respond to AMI services or technical problems or at the Client's request, and for the purposes of hosting such Client Data in connection with the provision of the AMI Services to the Client. Without limiting the generality of the foregoing, Aqua-Metric agrees that information and data on how the AMI Services are used by Client (such as, but not limited to, benchmarking data, usage patterns and roles) constitute Client Confidential Information and may only be used by Aqua-Metric to improve the delivery of AMI Services for Client, and may not be used for other purposes, and may not be distributed, transferred in detail or summary form to any third party without the express written consent of Client.

7. CONFIDENTIAL INFORMATION.

7.1. Each party shall hold the other party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties other than to consultants or contractors, subject to similar terms of confidentiality, when disclosure is necessary for the purposes set forth herein, nor use the other party's Confidential Information for any purpose other than the purposes set forth under this Agreement. The foregoing restrictions on disclosure shall not apply to information which is: (i) already known by the recipient, (ii) becomes, through no act or fault of the recipient, publicly known, (iii) received by recipient from a third party without a restriction on disclosure or use, (iv) independently developed by recipient without reference to the other party's Confidential Information, or (v) is a public record under applicable laws, which shall control, subject to the terms of this Section. Subject

to the Texas Public Records Act and to the extent permitted by law, the Client will maintain the confidentiality of all Aqua-Metric Confidential Information, and Aqua-Metric will maintain the confidentiality of all Client Confidential Information, with each party taking all reasonable precautions to protect the same, at a minimum taking those precautions used to protect its own Confidential Information from unauthorized use or disclosure. All Client Data shall be deemed Client Confidential Information for purposes of this Agreement and the protections and requirements set forth herein.

7.2. The Client acknowledges that Aqua-Metric may use products, materials, or methodologies proprietary to Aqua-Metric. The Client agrees that Aqua-Metric's provision of services under this Agreement shall not be grounds for the Client to have or obtain any rights in such proprietary products, materials, or methodologies unless the parties have executed a separate written agreement with respect thereto. Aqua-Metric, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the Client as confidential and shall not disclose any such information to a third party without the prior written approval of the Client. Subcontractors and affiliates of Aqua-Metric who need to know the Confidential Information to perform the Services shall not be considered third party for purposes of this Section.

7.3. Unauthorized Access. Aqua-Metric shall store and maintain Client Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt Client Information in any way. Aqua-Metric shall notify the Client immediately if the security or integrity of any Client information has been compromised or is believed to have been compromised, in which event, Aqua-Metric shall, in good faith, use all commercially reasonable efforts to cooperate with the Client in identifying what information has been accessed by unauthorized means and shall fully cooperate with the Client to protect such information from further unauthorized disclosure.

8. COMPLIANCE WITH LAWS

8.1. Aqua-Metric Compliance with Laws. Aqua-Metric will perform its obligations under this Agreement in a manner that complies with all Laws: (i) applicable to Aqua-Metric and Aqua-Metric's business, activities, Aqua-Metric's facilities and the provision of Services hereunder, including Laws of any country or jurisdiction from which or through which Aqua-Metric provides the Services or obtains resources or personnel to do so; and (ii) applicable to Client and Client's affiliates. "Laws" shall include and refer to any and all federal (national), state, provincial, municipal or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, and any and all directives of regional legislative and regulatory bodies and implementing legislation, as well as rules and regulations of any self-regulatory organization by which any party may be bound, including the Laws of each and every jurisdiction applicable to Client, Aqua-Metric, this Agreement and the performance of the Services.

8.2. Client Compliance with Laws. Client will perform its obligations under this Agreement in a manner that complies with all Laws applicable to Client's business, activities, and facilities. "Laws" shall include and refer to any and all federal (national), state, provincial, municipal or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, and any and all directives of regional legislative and regulatory bodies and implementing legislation, as well as rules and regulations of any self-regulatory organization by which any party may be bound.

9. LIMITED WARRANTIES, REPRESENTATIONS AND COVENANTS

9.1. Aqua-Metric represents, warrants and covenants as follows:

a. Aqua-Metric has the right to enter into this Agreement and perform in accordance with the terms of this Agreement, and such actions do not violate any third-party agreement or other obligation by which Aqua-Metric is bound.

b. Aqua-Metric is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement, except where the failure to be so qualified, in the aggregate, would not reasonably be expected to adversely affect its ability to perform its obligations under this Agreement;

c. Aqua-Metric has the full right, corporate power and authority to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement;

d. The execution of this Agreement by Aqua-Metric's representative herein has been duly authorized by all necessary corporate action of Aqua-Metric.

10. DISCLAIMER OF WARRANTIES.

   10.1. DISCLAIMER. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND SOFTWARE ARE PROVIDED BY AQUA-METRIC ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; provided; however any such warranties received by Aqua-Metric from its suppliers shall be passed on to Client.

   10.2. Aqua-Metric warrants that the services provided by Aqua-Metric will be performed in a professional and workmanlike manner with a degree of care, skill and competence that is consistent with the then generally accepted industry standards reasonably expected of similar types of engagements and the deliverables herein this Agreement will substantially conform to the deliverables specified in the applicable Exhibits and Appendices hereto through the term of the Agreement.

   10.3. Limitations. Unless otherwise expressly provided herein, neither Aqua-Metric nor any of its service providers, licensors, employees or agents warrant that the operation of the Services will be uninterrupted or error free. Aqua-Metric will not be responsible for any damages that Client may suffer arising out of use, or inability to use, the Services.

11. LIMITATIONS AND DISCLAIMERS OF LIABILITY.

   11.1. DISCLAIMER OF CERTAIN DAMAGES. IN NO EVENT SHALL ANY PARTY HAVE ANY LIABILITY TO THE ANOTHER PARTY HERETO FOR ANY LOST PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF USE, COSTS OF COVER, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT, WARRANTY OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

12. INDEMNIFICATION.

   12.1. Aqua-Metric's Obligation. Aqua-Metric shall defend, indemnify and hold each Client Indemnitee (as defined below) harmless from any and all losses, costs, fines, penalties, damages and other amounts (including reasonable attorney fees) incurred by, assessed against or imposed on a Client Indemnitee arising from or in connection with any and all third party suits, claims, actions or demands (a "Claim"): (i) alleging any Product, Software or any Service infringes any valid and issued patent, copyright, or trademark or similar property right of a third party, (ii) for personal injuries, death or damage to tangible personal and real property caused by the negligence or willful misconduct of Aqua-Metric, its employees, or agents; (iii) relating to or arising out of Aqua-Metric's failure to comply with applicable law; and (iv) relating to or arising out of Aqua-Metric's breach of its confidentiality obligations hereunder. "Client Indemnitee" shall mean Client, and its respective officers, directors, employees, agents, successors and assigns.

   12.2. Client Obligation. To the extent allowed by the laws of the State of Texas, Client shall defend, indemnify and hold Aqua-Metric harmless from any and all losses, costs, fines, penalties, damages and other amounts (including reasonable attorney fees) incurred by, assessed against or imposed on Aqua-Metric arising from or in connection with any and all third party suits, claims, actions or demands (a "Claim"): (i) for personal injuries, death or damage to tangible personal and real property caused by the negligence or willful misconduct of Client, its employees, contractors or agents other than Aqua-Metric;

(ii) relating to or arising out of Client's failure to comply with applicable law; and (iii) relating to or arising out of Client's breach of its confidentiality obligations hereunder.

13. TERMINATION.

13.1. Termination of the SaaS Services. Client may terminate this Agreement upon one-hundred twenty (120) days' written notice to Aqua-Metric. Should Client elect to terminate this Agreement, Client acknowledges that; (a) Client shall pay all applicable fees, including any unpaid SaaS Services and Support Services fees due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual fees due in the current calendar year; and (b) access to the SaaS Services and Support Services shall immediately cease. If Client elects to terminate the RNI hosted environment but does not terminate the Agreement generally, then upon delivery of the notice to Aqua-Metric, Client shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Aqua-Metric's then-current pricing. No portion of the annual fees shall be applied to the purchase of the RNI hardware or software license.

13.2. Breach. Subject to the terms herein, either party may terminate this Agreement for breach of duty, obligation or warranty; provided, 1) breach is not a result of one of the events defined in Section 23, 2) breach is not cured within the Cure Period hereunder Section 13.4 with such period being extended as necessary for the breaching Party to have a reasonable amount of time to cure, provided the breaching Party begins to cure such breach or violation within the Cure Period and diligently pursues completion of the same, and 3) the breaching Party shall have reasonable time in addition to such Cure Period to cure such breach within the Cure Period and diligently pursues such cure.

13.3. Duties and Obligations of the Parties. In the event that this Agreement is terminated prior to the Expiration Date, the Client shall pay Aqua-Metric for services actually rendered up to the effective date of termination and Aqua-Metric shall continue to provide the Client with services requested by the Client and in accordance with this Agreement up to the effective date of termination. Upon termination of this Agreement for any reason, Aqua-Metric shall provide the Client with copies of all completed or partially completed documents prepared under this Agreement contemporaneously with the Client making a final payment to Aqua-Metric in the amount consistent with services rendered as of the date of termination, including such subscription services the Aqua-Metric has contracted for in fulfillment of the terms of this Agreement. In the event Aqua-Metric has received access to Client information or data as a requirement to perform services hereunder, Aqua-Metric shall return all Client provided data to the Client in a machine-readable format or other format deemed acceptable to the Client, in the Client's reasonable discretion.

13.4. Cure Period. As used in this Agreement, "Cure Period" means a period a of thirty (30) days after receipt by a breaching Party of written notice from the non-breaching Party that this Agreement has been breached; provided, however, no Cure Period shall be permitted if a Party to this Agreement is found to have already breached this Agreement three (3) times.

14. INFORMAL DISPUTE RESOLUTION. Except in the event of termination pursuant to Section 13, if either Aqua-Metric or Client has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the Parties shall first attempt to resolve the matter through this dispute resolution process. The disputing Party shall notify the other Party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the Party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both Parties shall commence the resolution process and make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the Parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the Parties shall submit the matter to non-binding mediation in within the county seat of Dallas County County, Texas. The mediator shall be agreed to by the Parties. If the Parties cannot agree on a mediator, each Party shall select a mediator and the mediators selected by the Parties shall select a mediator to mediate the dispute. Each Party shall be liable for its own expenses, including attorney's fees; however, the Parties shall share equally in the costs of the mediation. If the Parties cannot resolve the dispute through mediation, then either Party shall have the right to

exercise any and all remedies available under law regarding the dispute. Notwithstanding the fact that the Parties may be attempting to resolve a dispute in accordance with this informal dispute resolution process, the Parties agree to continue without delay all of their respective duties and obligations under this Agreement not affected by the dispute. Either Party may, before or during the exercise of the informal dispute resolution process set forth herein, apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests.

15. JURISDICTION AND VENUE. This Agreement has been executed and delivered in the State of Texas and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of Texas. Both parties further agree that Dallas County County, Texas, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

16. MODIFICATIONS, AMENDMENTS OR WAIVERS. No modifications or amendments to the Agreement, and no waiver of any provisions hereof shall be valid unless in writing signed by duly authorized representatives of the parties.

17. NONWAIVER. Any failure or delay by either party to exercise or partially exercise any right, power or privilege hereunder shall not be deemed a waiver of any of the rights, powers or privileges under this Agreement. The waiver by either party of a breach of any term, condition or provision of this Agreement shall not operate as, or be construed as, a waiver of any subsequent breach thereof.

18. NOTICES. Except as otherwise provided in the Agreement, all notices or other communications hereunder shall be deemed to have been duly given when made in writing and delivered in person or mailed, postage prepaid, by first class, certified or registered mail, by messenger or courier, and addressed as provided below. The address to which the notice(s) or communications may be given by either party may be changed by notice given by such party to the other pursuant to this Section or by other form of notice agreed to by the parties. All notices permitted or required to be given by either party under this Agreement to the other shall be in writing through each party's authorized representative(s) as follows:

If to Aqua-Metric:

Thirkettle Corporation
DBA Aqua-Metric Sales Company
Attn: Christopher Newville
16914 Alamo Parkway, Building 2
Selma, TX 78154
Email: chris.newville@aqua-metric.com

If to Client:

City of Coppell
255 E. Parkway Blvd.
Coppell, TX, 75019

With a Copy to:
Nichols, Jackson, Dillard, Hager, and Smith LLP
c/o Robert E. Hager
1800 Ross Tower
500 N. Akard St
Dallas, Texas, 75201

19. REMEDIES. Except for remedies specifically designated as exclusive, no remedy conferred by the Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law, in equity, by statute or

otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

20. SEVERABILITY. If any term, provision or part of the Agreement is to any extent held invalid, void or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be impaired or affected thereby, and each term, provision, and part shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

21. SUCCESSORS. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns (if such assignment was properly made pursuant to this Agreement).

22. AUTHORIZED REPRESENTATIVE. Each party represents to the other party that: (i) it has the power and authority to execute and deliver this Agreement and perform its obligations hereunder; (ii) the execution, delivery, and performance of this Agreement has been duly approved and authorized by it; and (iii) the execution and delivery of, and performance by, such party of this Agreement does not and will not, directly or indirectly, (iv) require the consent, approval, or action of, or any filing or notice to (collectively, "Consents"), any corporation, firm, person or other entity or any public, governmental or judicial authority, which Consents have not already been obtained, (v) violate the terms of any instrument, document or agreement to which it is a party, or by which it is bound, or be in conflict with, result in a breach of or constitute (upon the giving of notice or lapse of time or both) a default under any such instrument, document or agreement, or (vi) violate any order, writ, injunction, decree, judgment, ruling, law rule or regulation of any federal, state, county, municipal, or foreign court or governmental authority applicable to it.

23. FORCE MAJEURE. Neither party shall be held liable for delay in fulfilling or failure to fulfill its obligations under this Agreement, if such delay or failure is caused by events beyond the reasonable control of such party, including, without limitation, natural calamity, acts of God, terrorist events, pandemic, epidemic or delays in product shipment caused by any of the preceding events, provided payment obligations shall not be so excused. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this Agreement.

24. ENTIRETY OF AGREEMENT. This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Client and Aqua-Metric, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement, understandings, negotiations, and proposals, whether written or oral, formal or informal between the parties, is hereby declared null and void to the extent in conflict with any provision of this Agreement. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Client 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 Aqua-Metric. Any goods, software or services delivered or provided in anticipation of this Agreement 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.

25. ASSIGNMENT. Aqua-Metric may not assign any of their respective rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party, including any assignment or transfer in connection with a merger, reorganization, or sale of all or substantially all of the assets or equity of such party. Any attempted assignment in breach of this Section shall be void and Client shall have the right to terminate this Agreement as set forth herein. This Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

26. DEFINITIONS.

a. "Confidential Information" means documents, data, work product and any other sources of information designated as confidential in writing by Client or Aqua-Metric, as applicable, and any other information that a party should reasonably know is confidential in light of the circumstances surrounding its disclosure.

b. "Client Data" means any or all of the following, and all copies thereof, regardless of the form or media in which such items are held: (i) Confidential Information of Client, including, but not limited to, Personally Identifiable Information; (ii) data and/or information provided or submitted by or on behalf of Client or any Client Affiliate to Aqua-Metric regardless of whether considered Confidential Information; and (iii) data and/or information stored, recorded, processed, created, derived or generated by Aqua-Metric as a result of and/or as part of the Services, regardless of whether considered Confidential Information.

c. "Documentation" means all publications and documentation relating to the use or operation of the Products, Software and Services provided hereunder, such as reference, user, installation, systems administration and technical guides.

d. "Fees" mean the Product Costs, Service fees and the SaaS Services fees.

e. "Software" means the computer software described as such in the Sensus Inc. Agreement, in machine-readable form only, as well as any Updates which may be provided pursuant to the terms of this Agreement.

f. "Subscription Services" mean the hosting and software services performed by Sensus Inc. and Aqua-Metric.

g. "Subscription Services Fees" means the fees for Client's continued use of the RNI or Sensus Analytics.

h. "Support Services" means the annual maintenance and support services provided by Aqua-Metric and Sensus.

i. "Support Services Fees" means the fees for Client's use of the Support Services.

j. "Training" means the instructional training provided by Aqua-Metric to Client regarding access to and proper use and operation of the software and services.

k. "Updates" means minor enhancements, improvements, patches or modifications released to improve performance or fix errors in previous versions of software applications developed by Sensus or third-party developers.

l. "Upgrade" means a release of the software or a change to the existing software and/or hardware containing major new features, functionality and/or performance improvements that would enable the existing software and/or hardware configuration to perform to the level of the next version of the software and/or hardware configuration and is designed to replace the older software and/or hardware version of the same product and/or extend the useful life of that product.

[Signature page on following page]

27. COUNTERPARTS AND ELECTRONIC SIGNATURE. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

Client signatory represents and warrants that the signatory has all necessary authorization to purchase and pay for the Services indicated herein.

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH CLIENT AND AQUA-METRIC (OR ITS APPLICABLE AFFILIATE).

IN WITNESS WHEREOF, this Agreement is hereby executed on behalf of each of the parties hereto as of the date signed by both parties below.

THIRKETTLE CORPORATION   City of Coppell
DBA AQUA-METRIC SALES COMPANY   255 E. Parkway Blvd.
4050 Flat Rock Drive   Coppell, TX 75019
Riverside, CA 92505

_____   _____
Signature   Signature

_____   _____
Name (Printed or Typed)   Name (Printed or Typed)

_____   _____
Title   Title

_____   _____
Date   Date

EXHIBIT A
ANNUAL PRICING

Aqua-Metric Sales Company
16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154
Phone: (210) 967-6300 | Facsimile: (210) 967-6305

June 8, 2023

Client:	City of Coppell, Texas
Attention:	Jerry Benetato
Address	
City, State, Zip:	
Phone:	972-304-7070
Email:	JBenetato@coppelltx.gov

Line No.	Item	Quantity	Unit	Extended
	Annual Recurring Costs - Year 6			
	Annual RNI Software-as-a-Service (SaaS) Fee	1	$19,033.25	$19,033.25
	Annual Sensus Analytics Enhanced - Water Software	1	$16,634.86	$16,634.86
	Annual Sensus Analytics Unlimited Text Message Block (Optional)	1	$1,863.69	$1,863.69
	Annual Sensus Analytics Additional Data Storage Fee	1	$2,495.64	$2,495.64
	Annual Customer Portal Core (Based On 1,500 Users Minimum)	1	$6,520.91	$6,520.91
	Annual Customer Portal Additional Users (Price Per User Beyond 1,500 Minimum)		$2.58	
	Annual Customer Portal Text Messages Unlimited for 1,500 Users (Optional)	1	$234.75	$234.75
	M400 Basestation Extended Warranty	3	$1,894.47	$5,683.41
	Aqua-Metric Annual Maintenance and Support	1	$17,502.09	$17,502.09
			Year 6 Total	**$69,968.60**
	Annual Recurring Costs - Year 7			
	Annual RNI Software-as-a-Service (SaaS) Fee	1	$19,604.25	$19,604.25
	Annual Sensus Analytics Enhanced - Water Software	1	$17,133.91	$17,133.91
	Annual Sensus Analytics Unlimited Text Message Block (Optional)	1	$1,919.60	$1,919.60
	Annual Sensus Analytics Additional Data Storage Fee	1	$2,570.51	$2,570.51
	Annual Customer Portal Core (Based On 1,500 Users Minimum)	1	$6,716.54	$6,716.54
	Annual Customer Portal Additional Users (Price Per User Beyond 1,500 Minimum)		$2.65	
	Annual Customer Portal Text Messages Unlimited for 1,500 Users (Optional)	1	$241.79	$241.79
	M400 Basestation Extended Warranty	3	$1,951.30	$5,853.90
	Aqua-Metric Annual Maintenance and Support	1	$18,027.15	$18,027.15
			Year 7 Total	**$72,067.65**
	Annual Recurring Costs - Year 8			
	Annual RNI Software-as-a-Service (SaaS) Fee	1	$20,192.38	$20,192.38
	Annual Sensus Analytics Enhanced - Water Software	1	$17,647.93	$17,647.93
	Annual Sensus Analytics Unlimited Text Message Block (Optional)	1	$1,977.19	$1,977.19
	Annual Sensus Analytics Additional Data Storage Fee	1	$2,647.63	$2,647.63
	Annual Customer Portal Core (Based On 1,500 Users Minimum)	1	$6,918.04	$6,918.04
	Annual Customer Portal Additional Users (Price Per User Beyond 1,500 Minimum)		$2.73	
	Annual Customer Portal Text Messages Unlimited for 1,500 Users (Optional)	1	$249.04	$249.04
	M400 Basestation Extended Warranty	3	$2,009.84	$6,029.52
	Aqua-Metric Annual Maintenance and Support	1	$18,567.96	$18,567.96
			Year 8 Total	**$74,229.69**
	Annual Recurring Costs - Year 9			
	Annual RNI Software-as-a-Service (SaaS) Fee	1	$20,798.15	$20,798.15
	Annual Sensus Analytics Enhanced - Water Software	1	$18,177.36	$18,177.36
	Annual Sensus Analytics Unlimited Text Message Block (Optional)	1	$2,036.50	$2,036.50
	Annual Sensus Analytics Additional Data Storage Fee	1	$2,727.05	$2,727.05
	Annual Customer Portal Core (Based On 1,500 Users Minimum)	1	$7,125.58	$7,125.58
	Annual Customer Portal Additional Users (Price Per User Beyond 1,500 Minimum)		$2.81	
	Annual Customer Portal Text Messages Unlimited for 1,500 Users (Optional)	1	$256.51	$256.51
	M400 Basestation Extended Warranty	3	$2,070.14	$6,210.42
	Aqua-Metric Annual Maintenance and Support	1	$19,125.00	$19,125.00
			Year 9 Total	**$76,456.57**
	Annual Recurring Costs - Year 10			
	Annual RNI Software-as-a-Service (SaaS) Fee	1	$21,422.10	$21,422.10
	Annual Sensus Analytics Enhanced - Water Software	1	$18,722.69	$18,722.69
	Annual Sensus Analytics Unlimited Text Message Block (Optional)	1	$2,097.60	$2,097.60
	Annual Sensus Analytics Additional Data Storage Fee	1	$2,808.86	$2,808.86
	Annual Customer Portal Core (Based On 1,500 Users Minimum)	1	$7,339.34	$7,339.34
	Annual Customer Portal Additional Users (Price Per User Beyond 1,500 Minimum)		$2.90	
	Annual Customer Portal Text Messages Unlimited for 1,500 Users (Optional)	1	$264.21	$264.21
	M400 Basestation Extended Warranty	3	$2,132.24	$6,396.72
	Aqua-Metric Annual Maintenance and Support	1	$19,698.75	$19,698.75
			Year 10 Total	**$78,750.27**

This quote for the product and services named above is subject to the following terms:

Total   **$371,472.78**

1. All quotes are subject to the Aqua-Metric Terms of Sale.

Aqua-Metric Sales Company
16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154
Phone: (210) 967-6300 | Facsimile: (210) 967-6305

Client:	City of Coppell, Texas
Attention:	Jerry Benetato
Address	
City, State, Zip:	
Phone:	972-304-7070
Email:	JBenetato@coppelltx.gov

Line No.	Item	Quantity	Unit	Extended
	2. Quote is valid for thirty days.			
	3. Freight allowed on single orders exceeding $10,000.00.			
	4. Net Thirty Days to Pay			
	5. Returned product may be subject to a 25% restocking fee.			
	6. Sales Tax and/or Freight charges are not included.			
	7. Automatic 3% annual escalator each year.			

Aqua-Metric Sales Company
16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154
Phone: (210) 967-6300 | Facsimile: (210) 967-6305

EXHIBIT B
SUPPORT STANDARDS

1. Overview

    1.1. As a Sensus certified Value Added Reseller, Aqua-Metric's technical services team will provide Client with remote or on-site (when applicable) technical assistance to maximize Client's operational success. The Aqua-Metric Support Standards (the "Support Standards") outlined herein shall serve as a general guideline and minimum expectations of the services provided by Aqua-Metric or Client through the term of this Agreement.

2. Business Hours and Contact Information

    2.1. Standard business hours are Monday through Friday, 7:30 AM to 4:30 PM, excluding statutory holidays.

    2.2. For technical assistance, Client may contact Aqua-Metric's designated support representative directly or Aqua-Metric's support resources at (866) 719-1422 or via email at helpdesk@aqua-metric.com.

    2.3. Although it is unlikely technical issues would be identified outside the standard business hours, Aqua-Metric will provide technical assistance to Client for critical issues after hours or on holidays when applicable. In such event and if Aqua-Metric is unavailable, Client shall leave a voicemail detailing Client name, best contact information and a description of the issue(s). If Client initiates an afterhours email, Client shall mark any email correspondence as "high priority" and note "Urgent" in the subject line.

3. Support Categories

    3.1. General questions or recommendations regarding functionality and use of products or software.

    3.2. Network Infrastructure

    A. Aqua-Metric will perform periodic remote infrastructure health and network connectivity checks.

    I. Aqua-Metric will perform periodic health checks for each Basestation in Client's network.

    II. Aqua-Metric will monitor for network outages and attempt to notify Client for review. In the unlikely event of prolonged network outages, Aqua-Metric may create a service ticket and coordinate with Client to assess any repair(s) needed to restore communications; provided, however, Client will be responsible for backhaul communication devices, including restoring lost communication at the backhaul or WAN device(s) with Client's service provider, and ensuring the Basestation(s) is connected to power.

    III. Aqua-Metric will investigate a drop in performance in the network as needed using an Antenna Analyzer and other radio frequency tools to assist Client with necessary repairs or generating a RMA if needed.

    B. Network infrastructure hardware repairs.

    I. Client may purchase the Sensus Extended Warranty at any time within the first year from the Sensus Basestation(s) shipment date and may be renewed for up to five (5) consecutive years after the standard one (1) year warranty period. The warranty period begins on the date of Sensus shipment. Sensus Extended Warranty includes:

    a. Repair or replacement of defective parts or units.

    b. Firmware Updates.

    c. Remote diagnostics of operation issues.

    d. Sensus Extended Warranty excludes 1) defects as a result of tampering, vandalism, negligence, "Acts-of-God"; 2) antenna coaxial cabling or connectors; 3) external antennas; 4) communications backhaul equipment, including network data usage or data provider coverage; 5) electrical power supply, external grounding, or power related issues; 6) backup battery (consumable item), or 7) costs associated with site lease or site maintenance.

II. Aqua-Metric will provide labor to repair or replace defective Basestation(s).

    a. Due to regulations which require certified personnel to climb elevated structures, Aqua-Metric does not include labor cost(s) to repair or replace Basestation antenna, coaxial cable or coaxial connections above ground level. Labor cost(s), if any, to repair or replace defective or damaged antennas, coaxial cable or connections will be determined at time of replacement.

III. Aqua-Metric will work with Sensus to update Network Basestation infrastructure firmware.

IV. Aqua-Metric will provide best effort communications backhaul troubleshooting and diagnostics.

3.3. Regional Network Interface (the "RNI"), Sensus Analytics and appliable modules, and Sensus Analytics Customer Portal (if applicable); collectively the "AMI Software"

A. Aqua-Metric will review data captured within the RNI, Sensus Analytics quarterly and promptly notify Client of major anomalies or discrepancies.

B. Aqua-Metric will troubleshoot and diagnose integration issues between the AMI Software and Client's CIS. Aqua-Metric will attempt to resolve integration issues in the AMI Software and escalate to Sensus Technical Services if necessary. If integration issues are due to an issue with the CIS provider, Aqua-Metric will advise Client on what is needed to resolve the issue and Client will be responsible for engaging Client's CIS provider.

C. Aqua-Metric will assist Client with issues relating to the route file between the AMI Software and Client's CIS, updating AMI Software when a CIS import/export has changed, and creating new routes within the AMI Software.

D. Aqua-Metric will assist Client with updating existing user reports and alerts upon Client request.

E. Aqua-Metric will assist in troubleshooting Client's access to AMI Software and password issues.

F. Aqua-Metric will schedule and coordinate software patches and updates to the AMI Software with Client. Aqua-Metric will train Client on the completed updates and furnish updated documentation to Client when applicable and available.

G. Aqua-Metric Support excludes upgrades, integration or re-integration with new or third-party software. In such event, Aqua-Metric will work with Client to prepare a scope of work and quote for the work to be performed.

3.4. Field Equipment and Software

A. Aqua-Metric will coordinate periodic on-site inspections as needed and upon Client request to check field equipment (e.g. handheld devices, Vehicle Transceiver Unit (VXU), or Vehicle Gateway Basestation (VGB)) operation.

B. Aqua-Metric will setup and configure FieldLogic profiles and provide Client with meter configuration profile files. If necessary and upon Client's request, Aqua-Metric will update or modify FieldLogic profiles and provide Client with new data files upon completion.

C. Aqua-Metric will schedule and coordinate software patches and updates to AutoRead, AutoVu, AutoVu Mapping Software, FieldLogic with Client. Aqua-Metric will train Client on the completed updates and furnish updated documentation to Client when applicable and available.

D. Aqua-Metric will provide remote support for software and hardware failure troubleshooting on field equipment when feasible. In the event remote troubleshooting is unsuccessful, Aqua-Metric may coordinate an on-site inspection or escalate the service ticket to Sensus Technical Services for further diagnostics.

E. Aqua-Metric will assist Client with issues relating to loading or unloading routes from reading devices, updating AutoVu and AutoRead when a CIS import/export has changed, and creating new routes within the reading software.

3.5. Meters and SmartPoints

A. Aqua-Metric will assist Client with troubleshooting meter and SmartPoint device issues, provided Client has pre-inspected and confirmed 1) the meter is registering consumption, 2) the meter is installed and connected to the SmartPoint properly, 3) the SmartPoint is properly installed through the meter box lid, and 4) the SmartPoint is not obstructed or covered.

3.6. Training

A. Aqua-Metric will provide training documentation outlining general operating, troubleshooting, and maintenance procedures as ongoing as updates to software are published, or upon Client request.

B. Upon Client request, Aqua-Metric will provide one 4 hours training session a year, if requested, on operation, maintenance, and troubleshooting of fixed network infrastructure (e.g. NetMetrics); mobile network infrastructure (e.g. VGB); RNI, Sensus Analytics and applicable modules; Sensus Analytics Customer Portal; field equipment (e.g. handheld devices); AutoVu, AutoVu Mapping Module, and AutoRead; Field Logic Software, including meter profile and configurations; meter installation; and SmartPoint installation and activation.

4. Support Procedures

4.1. Client shall self-diagnose minor issues with easiest and lowest time-consuming activities (e.g. equipment is powered, no internet/cellular network outages, verifying meter is connected to SmartPoint and SmartPoint is properly mounted, etc.).

4.2. If Client is unable to resolve minor issues or the issue is reasonably more severe, Client may contact Aqua-Metric as outlined in Section 2. Client shall provide any details and product serial numbers (if applicable) related to the service request. Service requests are placed in queue and assigned on a first-come first-served basis.

4.3. Aqua-Metric will generate and track the support request through Salesforce service ticket.

4.4. Aqua-Metric and Client will determine the appropriate severity level and captured within the service ticket. Client will be notified anytime the severity level is changed or escalated.

4.5. Aqua-Metric will assign the service ticket to a technical support specialist for review and follow up with Client. Aqua-Metric's technical support specialist will coordinate remote or on-site troubleshooting to determine cause and resolution with Client.

4.6. When necessary, Aqua-Metric will escalate the service ticket to Sensus Technical Services for additional troubleshooting and assistance resolving.

5. Severity Levels

5.1. Aqua-Metric will assign a severity level (SL) as applicable to each service ticket.

A. **SL1 (Critical):** Critical issues such as major communications issues, software component failures or software interaction failures, or failures of the Client's non-individual customer hardware which interfere with communications, post-processing or significant transfers of data thus rendering the system or software inoperable or preventing data transfer into Client's billing system and requires immediate attention and/or escalation to Sensus Technical Services.

B. **SL2 (Moderate):** Moderate issues such as system feature or functionality failure resulting in restricted or impacted operations causing a disruption in work or delay of data transfer into Client's billing software and requires immediate attention and/or escalation to Sensus Technical Services.

C. **SL3 (Low):** Minor or routine issues such as equipment or software malfunction but non-impactful to the overall operation or functionality of the system (e.g. modifications or updates to device software are needed) which may be resolved without significant impact to Client resources.

D. **SL4 (General):** General requests or inquiries regarding normal operation, functionality, or training.

5.2. Aqua-Metric will make reasonable efforts to resolve issues within the target timelines identified in the chart below. Some cases which require Sensus Technical Services or third-party software provider's (e.g. Client's CIS provider) involvement may require additional time to resolve Critical or Moderate cases.

		Call Back	Troubleshooting	Resolution Goal
SL1 (Critical)	Business Hours	30 Minutes	2 Hours	3 Business Days
	After Hours	2 Hours	8 Hours	3 Business Days
SL2 (Moderate)	Business Hours	1 Hour	4 Hours	4 Business Days
	After Hours	1 Business Day	1 Business Day	4 Business Days
SL3 (Low)	Business Hours	2 Hours	1 Business Day	5 Business Days
	After Hours	1 Business Day	1 Business Day	5 Business Days
SL4 (General)	Business Hours	1 Hour	N/A	1 Business Day
	After Hours	1 Business Day	N/A	1 Business Day

6. Escalation Process

   6.1. In the event the normal support procedure does not produce the intended or timely results or if the severity has changed, the issue may be escalated to a higher level of support as necessary to complete the service request. Client may request to escalate Critical or Moderate service tickets if the service ticket has not been resolved in the allotted timeframe by contacting Aqua-Metric as outlined in Section 2.

7. General Provisions and Exclusions

   7.1. Sensus offers an online database containing operation, configuration and technical manuals and documentation for Sensus products and software. Upon request, Aqua-Metric will coordinate the setup of Client personnel provided Client has provided a list of personnel and email addresses for each user.

   7.2. Product Return Material Authorization ("RMA")

   A. Aqua-Metric will coordinate warranty product returns, including RMA documentation, for network infrastructure, mobile infrastructure, field equipment (e.g. handheld devices, VGB), meters, and SmartPoints. Client may email warranty claims including a description of product failure(s) and serial number(s) to:

   I. Southern California & Nevada: rma-socal@aqua-metric.com

   II. Northern California: rma-norcal@aqua-metric.com

   III. Texas: rma-texas@aqua-metric.com

   IV. Louisiana: rma-louisiana@aqua-metric.com

   B. If the service request involves RMA product(s) which have failed for no known reason, Aqua-Metric will open a Special Investigation RMA with Sensus. If such investigation requires a service ticket to be opened by Aqua-Metric, Aqua-Metric will proceed with creating a service ticket and promptly notify Client of any further action(s) necessary to resolve the issue.

   C. Warranty repair or replacement does not include labor to remove and replace field devices (e.g. meters, SmartPoints, Smart Gateway, Act-Pak, etc.) from service. Client will be responsible for removing such field devices from service and returning to Sensus manufacturing facilities.

   D. Aqua-Metric does not provide advanced replacement product during the interim product warranty inspection/repair period.

   7.3. Service tickets which require specialized support from Aqua-Metric or Sensus and outside the scope of the Support Standards (e.g. specialized systems integration services or out of warranty network equipment repair) will be quoted prior to beginning work.

   7.4. In the event Aqua-Metric or Client terminate the Annual Support, Aqua-Metric Support Standards shall cease immediately and Aqua-Metric may invoice Client for future service requests at the following rates as applicable:

A. Aqua-Metric Technical Support

    I.   Remote Support: $200.00 per hour with a one (1) hour minimum.

    II.   On-site Support: $200.00 per hour with a four (4) hour minimum.

    III.   Daily On-site Support: $1,500 per day

    IV.   Parts, Materials, and Software Updates not included

B. Sensus Technical Services

    I.   Remote Support: $250.00 per hour / per call (Call Sensus for current pricing)

    II.   Parts, Materials, and Software Updates not included