

Advanced Metering Infrastructure (AMI) Maintenance and Support Agreement

Commented [PGM(1)]: AMI Miami Springs – Program B – Existing Serv. ADJSTD

THIS AGREEMENT is entered into this ____ day of _____, 2018 (the "Effective Date"), by and between **Miami-Dade County**, a political subdivision of the State of Florida, by and through its Water and Sewer Department, located at 3071 SW 38th Avenue, Miami, Florida 33146-1520 ("**Customer**") and **Sensus USA, Inc.**, a Delaware corporation headquartered at 8601 Six Forks Road, Suite 700, Raleigh, North Carolina, 27615 ("**Sensus**").

WHEREAS, Customer and Sensus previously entered into an Advanced Metering Infrastructure Maintenance and Support Agreement dated February 23rd, 2017 to maintain and support an existing FlexNet AMI System (the "**Previous Agreement**"); and

WHEREAS, in order to continue the support of the AMI System, Customer and Sensus wish to enter into a new Agreement with updated terms and services; and

NOW, THEREFORE, it is mutually agreed by Customer and Sensus as follows:

Commented [PTM2]: Migration to SaaS is complete.

Commented [PGM(3R2)]: Orig'l Exhibit D for SaaS deliverables, now completed & deleted in new agreement. Exhbt D now details Network as a Serv (NaaS)

1. Equipment.

A. Purchase of Equipment.

- i. **Equipment.** Customer may purchase from Sensus Field Devices, RF Field Equipment, and other goods (collectively, "**Equipment**") via separate purchase order pursuant to the terms and conditions of the 7067/11 Contract in which Sensus is a member of the pool of vendors from whom the County may purchase meters and accessories. Customer is not obligated to purchase any Equipment hereunder. This provision shall apply to any Equipment purchased by Customer during the pilot. A full deployment, if any, may require a new contract between the parties.
- ii. **Delivery.** Customer shall pay for delivery of the Equipment from Sensus' or Sensus' contracted manufacturers' factory to Customer's warehouse. Customer assumes all shipping obligations, including transportation costs and risks, upon Sensus making the Equipment available for shipment. Title to, and property in, the Equipment shall pass to Customer upon shipment. Risk of loss of the Equipment shall also pass to Customer upon shipment.
- iii. **Project Number.** Customer shall include the Sensus project number on all Purchase Orders. Orders submitted to Sensus may not be canceled or amended, or deliveries deferred, by Customer except with Sensus' prior written consent.
- iv. **Warranty.** The Equipment purchased directly from Sensus is warranted as set forth in this subsection (iv).
 - (a) Sensus warrants its water metering equipment and gas SmartPoint Modules according to the terms and conditions (including all limitations and exclusions) in the Sensus G-500 warranty, available at: <http://sensus.com/TC/TermsConditions.pdf> (click on the "G500" link), or 1-800-METER-IT ("**G-500 Warranty**"). To the extent the terms of the G-500 Warranty conflict with the terms in this Agreement, the terms of this Agreement shall control.
 - (b) Sensus warrants all other goods, software, and services, except for the water metering equipment and gas SmartPoint Modules, according to the terms and conditions (including all limitations and exclusions) in the Sensus Limited Warranty, available at: <http://sensus.com/TC/TermsConditions.pdf> (click on the "General Warranty" link), or 1-800-METER-IT ("**General Limited Warranty**"). To the extent the terms of the General Limited Warranty conflict with the terms in this Agreement, the terms of this Agreement shall control.
 - (c) The G-500 Warranty and the General Limited Warranty are hereby incorporated by reference as if fully set forth herein.

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

C. Ongoing Maintenance of Equipment.

- i. **Field Devices.** Customer shall be responsible for the ongoing maintenance of the Field Devices. Customer shall provide the field services labor to visit a problem Field Device and perform diagnostics and repair or replacement.
- ii. **RF Field Equipment.** Sensus shall be responsible for the ongoing maintenance of the RF Field Equipment. Sensus shall invoice Customer annually in advance for the ongoing operations and expenses related to the RF Field Equipment including any leasing costs, taxes, power and field support labor.**Server Hardware.**
 - (a) Prior to migration to SaaS, Customer shall be responsible for the ongoing maintenance of the RNI Server Hardware and data circuits between the RF Field Equipment and the RNI Servers in Customer (ITD) Data Center.
 - (b) Upon completion of the migration to SaaS, Sensus shall be responsible for the ongoing maintenance of the Server Hardware. Sensus shall be responsible for supplying and maintaining the WAN Backhaul.

Commented [PGM(4)]: Under Program B, Sensus is responsible for Base Station moves, etc. with no price impact on WASD

2. Services.

- A. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
- B. **Project Management.** Sensus shall provide project management services to Customer as further described in Exhibit D.

3. 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.

4. Network as a Service.

- A. **Generally.** Sensus shall provide Customer with Network as a Service ("**NaaS**"), as defined in Exhibit E, only so long as Customer is current in its payments for such services.
- B. **RF Field Equipment.** Sensus shall own all RF Field Equipment.

5. Spectrum

- A. **Definitions in this Section 4.** In this Section 4 only, "**Sensus**" shall mean Sensus USA Inc. and its wholly owned subsidiary, Sensus Spectrum LLC.

- B. **Spectrum Lease.** Sensus hereby grants to Customer, and Customer accepts, a spectrum manager lease (“Spectrum Lease”) over the frequencies of certain FCC license(s) (“FCC License”) solely within Customer’s Service Territory. (The frequencies of the FCC License within Customer’s geographic Service Territory are called the “Leased Spectrum”). Customer shall pay the Ongoing Fees for use of the Leased Spectrum.
- C. **FCC Forms.** At the Federal Communications Commission (FCC), Sensus will: (1) obtain an FCC Registration Number (FRN) for Customer; (2) submit on behalf of Customer the FCC Form 602 Ownership Disclosure Information if Customer has not already done so; and (3) file a FCC Form 608, notification/application for long-term spectrum manager lease. This Lease becomes effective when the FCC accepts the FCC Form 608.
- D. **Lease Application.** In order to complete the FCC lease application, Customer will promptly:
- i. Complete and sign the representations in Part 1 of this Agreement such that Customer demonstrates it qualifies for a spectrum lease under FCC rules. Customer’s signature will indicate that Customer authorizes Sensus to: (1) obtain an FRN on behalf of Customer; (2) submit the FCC Form 602 Ownership Disclosure Information on behalf of Customer if Customer has not already done so; and (3) file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum lessee.
 - ii. Give Sensus the coordinates of the boundaries of Customer’s Service Territory or, alternatively, approve Sensus’ estimation of the same.
 - iii. If Customer has not already done so, Customer hereby authorizes Sensus to apply on Customer’s behalf and obtain for Customer a Federal Registration Number (FRN, the FCC’s unique identifier for each licensee) and shall supply Sensus with Customer’s Taxpayer Identification Number (TIN).
 - iv. Provide any other information or other cooperation reasonably necessary for the Parties to perform as set forth herein.
- E. **Permitted Use of Spectrum Lease.** Customer may transmit or receive over the Leased Spectrum only in the Service Territory and only using FlexNet equipment manufactured by Sensus and used in accordance with Sensus’ specifications. Customer may use the Leased Spectrum only to read and direct meters in support of Customer’s primary utility business or any other operation approved by Sensus in writing. Without limiting the foregoing, Customer is prohibited from reselling, subleasing or sublicensing the Leased Spectrum or from transmitting voice communications over the Leased Spectrum. For each piece of RF Field Equipment used by Customer, Customer shall affix a Sensus-supplied label to the exterior of the RF Field Equipment cabinet or other appropriate visible place to indicate that RF operation is conducted under authority of FCC License(s) issued to Sensus.
- F. **Term of Spectrum Lease.** Unless terminated earlier (because, for example, Customer stops using the FlexNet equipment or because this Agreement terminates or expires for any reason), this Spectrum Lease will have the same term as the FCC license. If Customer is operating in compliance with this Agreement and is current on any payments owed to Sensus, when the FCC License renews, the Parties will apply to the FCC to renew this Spectrum Lease.
- G. **Termination of Spectrum Lease.** The Spectrum Lease will terminate upon the earlier of (a) two months after Customer stops transmitting with FlexNet equipment manufactured by Sensus; (b) upon termination, revocation or expiration of the FCC License; (c) upon Customer’s material breach of this Agreement; or (d) upon termination or expiration of this Agreement for any reason.
- H. **FCC Compliance.** The following FCC requirements apply:
- i. Pursuant to 47 CFR 1.904(a):
 - (a) Customer must comply at all times with applicable FCC rules. This Agreement may be revoked by Sensus or the FCC if Customer fails to so comply;
 - (b) If the FCC License is terminated, Customer has no continuing right to use the Leased Spectrum unless otherwise authorized by the FCC;
 - (c) This Agreement is not an assignment, sale or other transfer of the FCC License;
 - (d) This Agreement may not be assigned except upon written consent of Sensus, which consent may be withheld in its discretion; and
 - (e) In any event, Sensus will not consent to an assignment that does not satisfy FCC rules.
 - ii. Referencing 47 CFR 1.9010, Sensus retains *de jure* and *de facto* control over the applicable radio facilities, including that,
 - (a) Sensus will be responsible for Customer’s compliance with FCC policies and rules. Sensus represents and warrants that it has engineered the FlexNet equipment and accompanying software and other programs to comply with FCC rules. Customer will operate the FlexNet equipment subject to Sensus’ supervision and control and solely in accordance with Sensus’ specifications. Sensus retains the right to inspect Customer’s radio operations hereunder and to terminate this Agreement or take any other necessary steps to resolve a violation of FCC rules, including to order Customer to cease transmission. Sensus will act as spectrum manager in assigning spectrum under the FCC License so as to avoid any harmful interference or other violation of FCC rules. Sensus will be responsible for resolving any interference complaints or other FCC rule violations that may arise; and
 - (b) Sensus will file any necessary FCC forms or applications and Customer agrees to reasonably assist Sensus with such filing by providing any necessary information or other cooperation. Sensus will otherwise interact with the FCC with respect to this Agreement, the FCC License or FlexNet equipment.
 - i. **Interference.** Customer agrees to report to Sensus promptly, and in no event later than 72 hours afterward, any incident related to the Leased Spectrum, including where Customer experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or other government agency regarding radio transmission.
6. **General Terms and Conditions.**
- A. **Payment.** All payment and pricing are subject to the terms in 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 total amount paid by Customer directly to Sensus under this Agreement. This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus’ liability shall be limited to direct damages. Sensus shall not be liable for: (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (iv) manual meter read costs and expenses; nor (v) claims made by a third party; nor (vi) damages arising from main case or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure.
- C. **Indemnification and Defense.** Sensus shall hold harmless, defend and indemnify Customer and its officers and employees from and against all claims, damages, losses and expenses, including reasonable attorneys’ fees, arising out of Sensus’ services to the extent caused by negligence, recklessness or intentionally wrongful conduct by Sensus and other persons employed by them, except if such damages or losses are caused due to the negligence or willful misconduct of Customer (an “Indemnified Claim”). Within the scope of the foregoing sentence, Sensus shall pay all claims and losses in connection with the services provided herein and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Customer, where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorney’s fees which may issue thereon, provided (i) Sensus controls the defense of any Indemnified Claim; (ii) Customer reasonably cooperates with Sensus in any Indemnified Claim; and (iii) Sensus may settle any Indemnified Claim without Customer’s consent. Customer shall give Sensus written notice of any Indemnified Claim within fourteen (14) days of learning of the Indemnified Claim.
- D. **Term.** This Agreement shall commence on the Effective Date and continue for three (3) years, with two (2) additional one (1) year options to renew.
- E. **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. Moreover, the Customer shall have the right to terminate this Agreement for convenience at any time and shall provide Sensus with written notice of such termination for convenience at least thirty (30) days prior to such termination.

- F. **Force Majeure.** No party shall be liable for its failure to carry out its obligations under the AGREEMENT during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligation of the party or parties relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch. It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party or parties, written notice of its assertion that a Force Majeure delay has commenced within ten (10) working days after such commencement, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any party's right to justify any non-performance as caused by Force Majeure unless the failure to give timely notice causes material prejudice to the other party or parties.
- G. **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.
- H. **Confidentiality.** Sensus shall comply with the State of Florida Public Records Law, Section 119.0701, Florida Statutes, specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of Sensus upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If Sensus does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract. 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 so long as the Recipient gives the Discloser reasonable notice to enable the Discloser to take protective steps. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
- I. **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 country or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
 - iii. **Sensus Compliance with Laws.** Sensus shall, during the term of this Agreement, be governed by Federal, State of Florida and Miami-Dade County Laws, Regulatory Orders, County Codes and Resolutions, and Miami-Dade Water & Sewer Department operating procedures, all as may be amended from time to time, that may have a bearing on the services involved in this Project. Customer will assist Sensus in obtaining copies of the laws, orders, codes, resolutions, or procedures not readily available on the internet.
- J. **Public Entity Crimes.** Sensus shall comply with the following: Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- K. **Independent Contractor.** Employees are the responsibility of Sensus. Sensus is an independent contractor to Customer and Sensus shall not be considered an officer, agent, servant or employee of Customer. All Sensus persons engaged in any of the work or services for Sensus related to the Agreement and pursuant to this Agreement shall at all times and in all places be subject to Sensus' sole direction, supervision and control. Sensus does not have the power or authority to bind the Customer in any promise, agreement or representation.
- L. **Vendor Affidavits/Forms.** Sensus shall comply with the Vendor Affidavits/ Forms before being awarded this contract. Sensus shall submit the attached Vendor Affidavits/Forms attached hereto as Exhibits E through M.Default. If either party fails to comply with the provisions of this Agreement, the non-breaching party may declare the other in default by ten (10) days' prior written notification, and the defaulting party shall have forty-five (45) days from receipt of notice to correct the breach.
- M. **Press Release and Other Public Communication.** Under no circumstances shall either party without the express written consent of the other:
- i. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to Sensus, the Customer, or the project, unless the publishing party first obtains the written approval of the non-publishing party. Such approval may be withheld if for any reason the non-publishing party believes that the publication of such information would be harmful to the public interest or is in any way undesirable (unless within the scope of subsection iv below).
 - ii. Communicate in any way with any department, board, agency, commission or other such governmental organization, in connection with the services to be performed hereunder except upon prior written approval and instruction of the non-publishing party.
 - iii. Except as may be required by law or otherwise approved in writing by Customer, Sensus and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by Sensus or such parties has been approved or endorsed by the Customer.
 - iv. Notwithstanding the foregoing provisions of this Section N upon or before external launch of Sensus' services, the Customer and Sensus shall cooperate

to mutually approve a press release announcing the parties' relationship. With prior written approval from the other party, each party may disseminate and display such press release and/or its contents and may reference its relationship with the other party by name and display of the other's logo, online and offline and in subsequent communications with third parties.

- N. **Equal Opportunity.** Sensus shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, sex, familial status, national origin, pregnancy, age, sexual orientation, marital status, disability, gender entity or gender express, or status as victim of domestic violence, dating violence or stalking. Sensus shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, ancestry, sex, familial status, national origin, pregnancy, age, sexual orientation, marital status, disability, gender entity or gender express, or status as victim of domestic violence, dating violence or stalking. Such actions shall include but shall not be limited to the following: employment; upgrading, transfer or demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Sensus agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth its equal opportunity in employment policies.
- i. Sensus shall comply with all applicable provisions of the Civil Rights Acts of 1964; Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375; Executive Order 11625 of October 13, 1971; the Age Discrimination in Employment Act, effective June 12, 1968; the rules and regulations, and relevant orders of the Secretary of Labor; Sections 112.041, 112.042 and 112.0113, Florida Statutes; and Miami-Dade County Ordinance No. 75-46, effective June 28, 1975.
 - ii. During the performance of this Agreement, Sensus agrees to state in all solicitations or advertisements for employees placed by or on behalf of Sensus that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, sexual orientation, marital status, physical handicap or national origin. If requested to do so, Sensus shall furnish all information and reports required by Executive Order 11246, as amended by Executive Order 11375 and by rules, regulations and orders of the Secretary of Labor, and will permit access to its books, records and accounts by the Customer and compliance review agencies for purposes of investigation to ascertain compliance with such rules and regulations and orders. Sensus further agrees that he will comply with the requirements of the Americans with Disabilities Act.
- O. **Ethics Commission.** Pursuant to Section 2-11.1(y) of the Code of Miami-Dade County, the Commission on Ethics and Public Trust has jurisdiction over contractors, engineers, and vendors. Sensus acknowledges that pursuant to Section I of the Lobbyist Rules adopted by the Ethics Commission, the County Mayor or the Board of County Commissioners may void any agreement where a lobbying violation has occurred.
- P. **Insurance.** Unless otherwise specified, Sensus shall maintain the following policies of insurance in full force and effect during the term of the Agreement in the amounts shown below:

Commercial General Liability Insurance (policy as broad as the standard ISO form) The County must be shown as an additional insured with respect to this coverage.	\$1,000,000 per occurrence / \$1,000,000 aggregate
Professional Liability (errors and omissions)	\$1,000,000 per claim / \$1,000,000 aggregate
Automobile Liability Insurance including owned, hired, and non-owned vehicles	\$300,000 per person / \$1,000,000 per accident
Workers' Compensation	As required by applicable state statute

- (i) All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:
 1. The companies must be rated no less than "A-" as to management and no less than "Class VII" as to financial strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County's Risk Management Division; or
 2. The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida", issued by the State of Florida Department of Insurance, prior to commencement of the Work.
 - ii. Sensus shall furnish the certificates of insurance to WASD's Chief, Intergovernmental Affairs Section, Suite 538-6, 3071 S.W. 38th Avenue, Miami, Florida 33146. The certificates shall clearly indicate that Sensus has obtained insurance in the type, amount, and classification as required for strict compliance with this Section.
 - iii. Compliance with the foregoing requirements shall not relieve Sensus of the liabilities and obligations under this Section or under any other portion of this Agreement.
- Q. **Scrutinized Companies With Activities In Sudan List Or The Scrutinized Companies With Activities In The Iran Petroleum Energy Sector List.** By executing this Agreement through a duly authorized representative, Sensus certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in Sections 287.135 and 215.473, Florida Statutes. The Customer shall have the right to terminate this Agreement for default if Sensus is found to have submitted a false certification or to have been, or is subsequently during the term of the Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
- R. **Notices.** All written notices required by this Agreement shall be sent to the following persons and addresses:
 - i. If to Customer: Miami-Dade Water & Sewer Department, 3071 S.W. 38 Avenue, Miami, FL 33146. Attention: John Mendez, Assistant Director, Customer Initiatives
 - (a) MEN@miamidade.gov; Phone- 786-552-8202
 - ii. If to Sensus: Sensus USA Inc. 637 Davis Dr. Morrisville, NC 27560 ,Attention: Jeff Woody, VP of Customer Success, Customer Operations.
 - iii. Jeff.woody@xylemnc.com Phone: 919-417-2045.
- S. **No Third-Party Rights.** This Agreement is exclusively for the benefit of the Customer and Sensus and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other rights.
- T. **Non-Exclusivity.** Notwithstanding any provision of this Agreement, this Agreement is nonexclusive, and the Customer is not precluded from retaining or utilizing any other vendor to perform like services for Customer. Sensus shall have no claim against the Customer as a result of the Customer electing to retain or utilize such other vendor to perform any such like services. Sensus assumes no obligation to provide access for other vendors to any Sensus Intellectual Property or confidential or proprietary information. For clarity, the Sensus AMI System shall only be used for the Permitted Use.

- U. **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.
- V. **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.
- W. **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.
- X. **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 Miami-Dade County, Florida. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
- Y. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration, including: Sections 5B (Limitations on Liability), 5C (Indemnification and Defense), 5G (Intellectual Property), 5H (Confidentiality), 5N (Notices), 5R (Assignment), and 5T (Governing Law and Dispute Resolution).
- Z. **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.
- AA. **Four Corners.** This written Agreement, including all of its exhibits, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.
- BB. **Headings.** Any headings preceding the text of the Sections and subsections of this Agreement shall be solely for convenience of reference and shall not affect its meaning, construction or effect.
- CC. **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 for use in the Service Territory. 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. "**Available Meter**" means an installed Sensus FlexNet meter (with a SmartPoint Module installed) or a Sensus SmartPoint Module which has been installed on a third party meter, and which, in either case, is not an Unavailable Meter (or on an Unavailable Meter in the case of SmartPoint Modules on third party meters) and which satisfies all of the following criteria: (i) it functions properly, and is not a damaged or failed meter; (ii) Intentionally Omitted (iii) it is serviced by RF Field Equipment that has not been subjected to a power failure greater than eight (8) total hours; (iv) neither it nor the RF Field Equipment that serves that meter has been affected by a Force Majeure event; (v) jamming of the radio spectrum is not preventing or interfering with radio communication to or from the meter; (vi) it is installed in the Service Territory; (vii) it has not been reported to Customer under Sensus' or Customer's preventative maintenance; (viii) its functioning or performance has not been adversely affected by a failure of Customer to perform its obligations or tasks for which it is responsible under this Agreement, (ix) its functioning or performance has not been adversely affected by a failure or insufficiency of the back haul telecommunications network of Customer for communications among the components of the Sensus AMI System; and (x) it has been installed in compliance with the procedures and specifications approved by Customer and Sensus.
- D. "**Billing Window**" for a meter means the four-day period commencing one day prior to the relevant billing day for such meter and ending two days after such billing day. The Billing Window for testing purposes shall be agreed by Customer and Sensus.
- E. "**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.
- F. "**Echo Transceiver**" identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station.
- G. "**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.
- H. "**Field Devices**" means the meters and SmartPoint Modules.
- I. "**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.
- J. "**Force Majeure**" means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tomado, 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.
- K. "**Hosted Software**" means those items listed as an Application in Exhibit A.
- L. "**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.
- M. "**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.

- N. **"LCM"** identifies the load control modules.
- O. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer during the Term of this Agreement.
- P. **"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.
- Q. **"Permitted Use"** means only for reading 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.
- R. **"Release"** means both Updates and Upgrades.
- S. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- T. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, Echo Transceivers and Remote Transceivers.
- U. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- V. **"RNI Software"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- W. **"Service Territory"** identifies the geographic area where Customer provides electricity, water, and/or gas (as applicable) services to End Users as of the Effective Date. This includes, but is not limited to Miami Springs, Wholesale, and Parks and Recreation meter locations.
- X. on the propagation study in the parties' Spectrum Lease filing with the FCC. **"Server Hardware"** means the RNI hardware.
- Y. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that take the readings of the meters and transmit those readings by radio frequency to the relevant FlexNet Base Station, Remote Transceiver or Echo Transceiver.
- Z. **"Software"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third-party software.
- AA. **"TouchCoupler Unit"** identifies an inductive coupler connection from a water register to the SmartPoint Module.
- BB. **"Unavailable Meters"** include meters with sockets with power cut at the pole, meters that are booted on the line side, sockets that are not provided power due to a power delivery system failure, meters with tamper, theft or other human induced failures that render the meter or SmartPoint Module incapable of providing a read, a Force Majeure event induced failures of the power delivery system, socket or meter, and/or any system or meter maintenance issue that precludes the meter from transmitting its message to the network. Examples of Unavailable Meters include: (i) Intentionally Omitted; (ii) Intentionally Omitted; (iii) Intentionally Omitted; (iv) Intentionally Omitted; (v) Broken TouchCoupler unit: the TouchCoupler unit is damaged by intentional or unintentional acts; (vi) Broken Clip: the clip that holds the TouchCoupler unit into the radio package housing is broken and the unit cannot complete the inductive electrical connection; (vii) Improper installation of the TouchCoupler unit: the TouchCoupler unit is not pushed all the way into the housing clip causing the unit to not be able to complete the inductive electrical connection; (viii) Unit not installed through the pit lid: the unit is not installed with the antenna positioned through the pit lid and properly secured with the retaining nut. The radio unit must also be securely attached to the antenna section; (ix) Radio unit not securely attached to the Antenna unit: The water-proof SmartPoint Module housing is not properly installed and secured to the antenna unit; (x) Damaged antenna: the unit's antenna is damaged by intentional or unintentional acts; (xi) Damaged radio package: the unit's water-proof radio package is damaged by intentional or unintentional acts; (xii) Data Base errors: the unit is removed from the system but not updated in the database. Still shown as in the system when in fact has been removed; (xiii) Phantom Units: the unit is removed from the system but is still transmitting and being heard by the system; and (xiv) Other Installation Defect: the unit is otherwise installed improperly so that it does not communicate with the FlexNet Base Station.
- CC. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
- DD. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- EE. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

IN WITNESS WHEREOF, the parties have caused this AMI Maintenance and Support Agreement ("Agreement") to be executed by their duly authorized representatives as of the day and year written above.

ATTEST:

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Harvey Ruvin
Clerk of the Board

By: _____
Carlos A. Gimenez
County Mayor

WITNESSETH:

By _____

Typed or print name

Sensus USA Inc.
Firm Name (Place Corporate Seal)

By: _____
President

By: _____

Typed or print name

Print name

Exhibits to this Agreement:

- Exhibit A Software
- Exhibit B Technical Support
- Exhibit C Pricing
- Exhibit D Network as a Service Exhibit
- E Affirmation of Vendor Affidavits
- Exhibit F Conflict of Interest Affidavit
- Exhibit G ISD Form 7
- Exhibit H ISD Form No. 9
- Exhibit I Criminal Record Affidavit
- Exhibit J Debarment Disclosure Affidavit
- Exhibit K Public Entity Crimes Affidavit
- Exhibit L Collusion Affidavit
- Exhibit M Contractor Due Diligence Affidavit

Commented [PGM(5): Orig'l Exhibit D for SaaS deliverables, now completed & deleted in new agreement. Exhbt D now details Network as a Service (NaaS)

Approved as to form
and legal sufficiency.

Assistant County Attorney
Sarah E. Davis

**Exhibit A
Software**

Software as a Service

I. Description of Services

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

A. Software as a Service Generally.

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, 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

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; (b) Software as a Service for such Application shall immediately cease; and (c) Sensus will cease to provide the Software as a Service for such Application. 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) hour, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
 - 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.

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. Third Party Software.

A. RedHat Linux. Sensus is providing Customer with access to RedHat Linux Software in accordance with RedHat's End User License Agreement. 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, the issue will escalate to the Engineering Support Team. Upon mutual agreement, Sensus will dispatch an on-site troubleshooting/analysis team at no cost when the issue is a Severity Level 1 or 2.

2. **Definitions.**

- 2.1. **Error** – means a failure of the Sensus AMI System to substantially perform as designed.
- 2.2. **Fix** – means a correction of an error, including a work-around, in order for the Sensus AMI System to function.
- 2.3. **Improvement** – means an update, modification, enhancement, extension, new version (regardless of name or number), new module or other change to the Sensus AMI System that is developed or otherwise provided by Sensus.
- 2.4. **Software Release** – means a collection of Fixes or Improvements made available to Customer either via physical media or download access.

3. **Support Categories**

- 3.1. Sensus will make available qualified technical representatives by telephone, email or other remote means during standard support hours.
- 3.2. Technical support shall include, but not be limited to, troubleshooting, problem diagnosis, release or system management, and recommendations for properly utilizing the AMI System.
- 3.3. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMI, RF Network Equipment, Metering Products and/or other Sensus products or applications that are deployed by Customer.
- 3.4. Proactive reporting and resolution of problems.
- 3.5. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 3.6. Responding to service requests and product changes.
- 3.7. Addressing Customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

4. **Support Hours**

- 4.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00AM EST to 6:00PM EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

5. **Support Procedures**

- 5.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Sensus Customer Service Associate or Technical Support Engineer will submit a Support ticket.
- 5.2. The Sensus 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 level 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 to be changed by Sensus, Customer will be notified, and parties shall mutually agree before the severity level is changed.

Severity Levels Description:

Severity Level 1. Customer's production system is completely down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM).

Severity Level 2. Customer's production system is experiencing a major system feature/function failure, but it is not completely inoperable. 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.

Severity Level 3. The issue has a material impact on the functionality of the Software but 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.

Severity Level 4. Minor system issues with no operational impact on the system, questions, new features, or enhancement requests to be corrected in future versions.

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

- 5.3. The Sensus Customer Service Associate or Technical Support Engineer identifies whether or not Customer is on support. If Customer is not on support, Customer is advised of the service options as well as any applicable charges that may be billed.
- 5.4. 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 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 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 Customer to reproduce the issue. If the issue can be reproduced, either at 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, 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 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.

6. 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	<ul style="list-style-type: none"> • Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • 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.	<ul style="list-style-type: none"> • Sensus will make diligent efforts during normal business hours. • Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into the Support Knowledge Base.
3	1 Business Day	Sensus will respond to Customer within 1 business day. Sensus will provide updates to Customer as new information is available on the status of the solution. Target resolution time is 90 business days.	<ul style="list-style-type: none"> • Answer to question is provided. • Satisfactory workaround is provided. • Fix or workaround incorporated into the Support Knowledge Base. • Fix incorporated into future release.
4	2 Business Days	12 months	<ul style="list-style-type: none"> • Answer to question is provided. • Fix or workaround incorporated into the Support Knowledge Base.

7. After Hours Support Resolution Targets.

- 7.1. Severity Level 1 and 2 issues shall be reported to the on-call Sensus technical personnel by calling 1-800-638-3748, Option #8. All reasonable efforts shall be made by on-call personnel to resolve the issue as quickly as possible. If the issue cannot be resolved by the on-call technical personnel, the issue shall be escalated the following business day to mobilize the required additional resources. (For example, for site visits to Base Station locations, or to Engineering or Software Development for patches or other work that may be required to resolve the issue).

8. Remote Access to Miami Dade County RNI Servers

- 8.1. This provision shall apply prior to the completion of the migration to SaaS. Upon the completion of the migration to SaaS, this section shall no longer be applicable.
- 8.2. All remote access to the RNI servers in the Miami Dade County ITD data center shall be through the County-provided VPN. Sensus Technical Services shall remotely connect to the FlexNet servers to diagnose, troubleshoot and/or resolve issues using individual VPN logins and "pseudo" or other ITD-approved "user level" logins.
- 8.3. If Technical Services determines that additional remote connectivity or a deeper level of access is required to resolve system issues, Sensus shall contact the WASD or ITD individual who logged the Sensus support ticket and request a WebEx session (or other mutually-approved means) be scheduled for required access level with required level of access.
- 8.4. The WASD or ITD individual who logged the ticket shall then be responsible to contact the appropriate ITD personnel to arrange remote access for the specific servers where required to resolve the issue(s).

9. Problem Escalation Process.

- 9.1. 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.
 - 9.1.1. Severity Level 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.
 - 9.1.2. Severity Level 2 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 8 hours; to the Director level if not resolved within one business day; and to the VP level if not resolved within 72 hours.
 - 9.1.3. 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.

9.1.4. In the event that 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).

10. General Support Provisions and Exclusions.

10.1. Sensus does not warrant third party server hardware. Customer is responsible for maintaining server system server hardware in the Miami Dade County ITD data center until the migration to SaaS is complete. Upon the completion of the migration to SaaS, Customer shall not need server hardware in the Miami Dade County ITD data center. Further, Sensus shall maintain the servers in the Raleigh data center upon the completion of the migration to SaaS.

10.2.

10.3. In the event of a server hardware failure at Customer site, Sensus will provide replacement Sensus proprietary software (e.g., FlexWare) either on digital media or downloadable from an internet site, as necessary. The method of software redistribution is at Sensus' discretion. Customer is responsible for re-installing the replacement software. Sensus software re-installation and re-configuration support is not covered under this Technical Support program and shall be billed separately at an hourly rate of \$225 per hour per resource.

10.4. Sensus provides online documentation for Sensus products through the Sensus User Forum (<http://myflexnetsystem.com/Module/User/Login>). Customer shall be 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. Customer shall provide names and email accounts to Sensus so Sensus may provide access to the Portal.

10.5. 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.

11. Base Station Responsibilities.

The responsibilities below pertain only to the existing four (4) Base Station sites at the following locations: Palm Bay Yacht Club, Carnival Cruise Lines Building, Datran Center, and North Dade Tower. All responsibilities for any additional Base Station sites shall be defined by separate commercial agreement.

11.1. For the existing Base Station sites (Palm Bay Yacht Club, Carnival Cruise Lines Building, Datran Center, and North Dade Tower), Sensus will:

- 11.1.1. Maintain any site leases required for operating the FlexNet Base Stations on the four (4) existing sites. Sensus shall invoice Customer annually in advance for all site lease fees. Base Station site lease pricing is set forth in Exhibit C.
- 11.1.2. Provide ongoing field labor, troubleshooting and preventative maintenance of the Base Station equipment through a qualified and approved subcontractor. Sensus shall invoice Customer annually in advance for Base Station field labor.
- 11.1.3. Provide technical support for the FlexNet Base Stations consistent with the Exhibit B of this agreement.

11.2. Customer will:

- 11.2.1. Pay Sensus for all Base Station lease fees as set forth in Exhibit C.
- 11.2.2. Pay Sensus for Base Station field labor as set forth in Exhibit C.
- 11.2.3. Prior to the migration to SaaS, maintain required Ethernet backhaul circuits between the FlexNet Base Station sites and the ITD data center where the FlexNet RNI is located. The Ethernet connector on the FlexNet Base Station unit is an RJ-45 type, 10/100 auto signaling rate. Minimum WAN bandwidth requirements are 128 kbps with a redundant path. Any network equipment currently installed by the Customer to interface the FlexNet Base Station such as router / firewall, switches, etc. will remain operational and in place, until completion of the migration to SaaS by Sensus. Sensus shall provide and maintain network backhaul circuits and any required network hardware at the Base Station sites after migration to SaaS.
- 11.2.4. Maintain the required Static IP addresses for each Base Station site.
- 11.2.5. Provide SSH connectivity as needed between the Network Controller (Linux) server and the Base Station sites as outlined in Exhibit B for remote support purposes.

12. Endpoints & Field Installation Responsibilities

12.1. Sensus will:

- 12.1.1. Provide technical support for endpoints as outlined in Exhibit B.

12.2. Customer will:

- 12.2.1. Purchase Endpoints. "Endpoint", in this Exhibit only, means a Sensus SmartPoint Module installed on a Sensus or third-party meter.
- 12.2.2. Install Endpoints according to Sensus recommended standards. Customer is solely responsible for the safe installation of the Endpoints.
- 12.2.3. Install or hire a qualified installation contractor to install all Endpoints to be used in the AMI System.
- 12.2.4. Be responsible for quality assurance for their personnel and/or an installation contractor as it relates to proper installation of Endpoints.
- 12.2.5. Visit and troubleshoot Endpoints that are not reporting into the system. Customer will investigate any non-reporting Endpoints to ensure that there are no cut wires, improper installations, improper programming and resolve all data entry errors in the system.
- 12.2.6. Return Endpoints to Sensus using approved RMA procedures if the Sensus-recommended troubleshooting procedures do not resolve the issues.
- 12.2.7. Rent or purchase approved handheld programming devices in sufficient quantities to meet the needs of its installation and maintenance staff.

Exhibit C
Pricing

Pricing Information

Base Station Unit Pricing. Annual Software as a Service (SaaS) and Network as a Service (NaaS) pricing hereby invoices on a unit price basis. Unit quantity is determined at the Anniversary date preceding each annual invoice. Unit quantity is generally based on endpoints reporting to the AMI System within the Service Territory.

Invoices and Payment. Customer shall pay all invoices within forty-five (45) days of the invoice date pursuant to Miami-Dade County Code Section 2-8.1.4 and Florida Statute Section 218.74. 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, including claims for defective services, it shall give written notice of the dispute to Sensus within 60 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 sixty (60) 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. Payment by Customer of an invoice shall deem Sensus to have fully complied with this Agreement for 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.

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 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

Commented [PTM6]: Miami is asking to fix pricing with escalations included for 3 year term and display optional year 4 and year 5 pricing in table. This would take escalations out of the agreement.

Pricing

A. Annual Software as a Service (SaaS) and Network as a Service (NaaS) Fees

The Annual Software as a Service (SaaS) and Network as a Service (NaaS) fees shall be invoiced upon execution of this Agreement (the Effective Date) and annually thereafter on the anniversary of the Effective Date.

Fixed Pricing - Three (3) year term			
Quantity	Description	Unit Price	Extended Price
4339	Annual FlexNet Regional Network Interface Software as a Service Fee (up to 10K meters) (See Exhibit A).	\$6.00	\$26,034.00
4339	Annual Network as a Service (uo to 10k meters)	\$9.00	\$39,051.00
		Annual Total	\$65,085.00

Fixed Pricing - Year Four (4) Option to renew			
Quantity	Description	Unit Price	Extended Price
4339	Annual FlexNet Regional Network Interface Software as a Service Fee (up to 10K meters) (See Exhibit A).	\$6.65	\$28,854.35
4339	Annual Network as a Service (uo to 10k meters)	\$9.74	\$42,261.86
		Annual Total	\$71,116.21

Fixed Pricing - Year Five (5) Option to renew			
Quantity	Description	Unit Price	Extended Price
4339	Annual FlexNet Regional Network Interface Software as a Service Fee (up to 10K meters) (See Exhibit A).	\$6.93	\$30,069.27
4339	Annual Network as a Service (uo to 10k meters)	\$9.95	\$43,173.05
		Annual Total	\$73,242.32

B. Optional Additional Sensus Professional Services

Sensus Professional Services, such as additional project management or application engineering manager services, additional training, additional integration services, or other work not specifically defined in this agreement shall be covered by a separate commercial agreement and shall include a relevant Scope of Work.

Exhibit D
Network as a Service

A. Network as a Service ("NaaS") Definition. NaaS means only the following items in subsection 1. If an item is not included in subsection 1 below, it is specifically excluded from NaaS and subject to additional pricing.

1. Sensus shall be responsible for providing the following services to the Customer for so long as Customer is current in its NaaS payments:

- i. Sensus will own FlexNet base stations and FCC license spectrum.
 1. Sensus is responsible for administration and payment of 3rd party site lease fees and electricity to base station.
- ii. Sensus will own and be responsible for backhaul communication for base stations where backhaul is not provided by utility network.
 1. Sensus is responsible for administration and payment of 3rd party backhaul fees.
- iii. Network Design and Architecture
 1. Gather customer defined requirements and features for design of network.
 2. Design network based on customer and 3rd party assets locations
 3. Select sites that provide best coverage
 4. Perform preliminary site visits
 5. Finalize propagation study based on sites identified
 6. Propagation study of record is created and will be used in design per requirements identified.
 7. Create SOW for base station installation work
 8. Build a schedule and project plan
 9. Design and analyze RF network including backhaul design.
 10. If additional changes to the features or requirements are required by customer, Sensus will redesign the network and pricing may be adjusted to reflect this change.
- iv. Site Installation
 1. Order and deliver materials (base station, cables, antennas, etc.)
 2. Negotiate and acquire any necessary sites and lease fees
 3. Installation of any towers, pads, etc. as needed
 4. Manage third party subcontractors as needed
 5. Install equipment
 6. Perform RF / Noise analysis and resolution as required
 7. Certify base station installation and testing is complete
- v. Ongoing Operations Management
 1. Sensus will be responsible for the day-to-day operations, management, maintenance, and monitoring of the Customer's FlexNet communications network, such as FlexNet base stations.
 2. Document network design, physical asset condition, etc. (take and store photos as documentation)
 3. Sensus, via the NOC, shall monitor the FlexNet Base Stations and FlexNet Communications Infrastructure (collectively, the "FlexNet Network") to ensure the early identification and resolution of anomalies within the FlexNet Network on a 24 x 7 x 365 basis.
 4. Monitor and manage base station firmware/software using standard KPIs for performance & capacity management (storage, CPU, memory, security, etc.).
 5. Sensus will monitor and respond to system outages, trouble ticket generation, and other alerts regarding the FlexNet Network.
 6. Perform remote initial triage and troubleshooting of issues.
 7. Any issues identified by Sensus that cannot be resolved remotely shall be dispatched by the NOC for onsite resolution.
 8. Mitigate and resolve any potential RF interference that may occur.
 9. Sensus shall provide remote firmware maintenance, which includes Patches, Updates, and Upgrades for FlexNet Base Stations software and firmware.
 - a. Sensus will participate and support standard change management controls in accordance to Customer's change management practices, policies, and procedures.
 10. Sensus shall provide FCC Licensed Spectrum, including management and interference mitigation thereof.
 - a. Sensus shall maintain ownership and control of all RF Field Equipment. Accordingly, no spectrum manager lease is provided hereunder.
 - b. Sensus shall dispatch personnel and RF Engineer technicians to troubleshoot interference and perform necessary tasks to mitigate the interference, which may include filing complaints with the FCC to stop any unlawful or harmful interference with the Spectrum.
 11. Cybersecurity of base stations will be managed, monitored and maintained by Sensus Security team and experts.
 12. Perform network tuning to maximize base station infrastructure
 - a. Network tuning includes looking at stale meters, Read interval Success (RIS), RF channels, and overall network health, capacity, and performance. Meter configuration and channel configuration changes will be made to ensure optimal performance is being achieved on each channel and frequency.
 13. Optimize network and ongoing design to ensure maximum coverage and performance
 - a. Network optimization includes performing network design and propagation analysis to identify areas of improvement of coverage, capacity, and performance, while seeking to minimize infrastructure needs.
 14. Service Deliverables
 - a. Provide hourly interval read data for AMI System endpoints within Service Territory
 - b. Field dispatch to occur within 3 business days of identified issue
- vi. Ongoing Infrastructure Maintenance
 1. Provide warranty of base stations, parts, replacement, etc. (labor and batteries included)
 2. Perform routine field preventative maintenance (physical maintenance and RF analysis)
 - a. Visit base station(s) once a year

- b. Report of visits plus maintenance logs are stored in ticketing system
 - c. Voltage standing wave ratio (VSWR) and Distance to Fault (DTF) testing of antenna system
 - d. Inspection of antenna system
 - e. Inspection of exterior and interior of cabinet including GPS system
 - f. Power monitor and measurement
 - g. Software inspection and confirmation
 - h. Completion of checklist and reporting package with update of site photos
 - i. Interference and noise mitigation checks are performed
3. Provides spare parts for RF Field Equipment.

2. Customer Responsibilities

- i. Customer shall inform Sensus whether Customer will own and be responsible for backhaul connectivity whether Customer requires Sensus to provide backhaul connectivity. If Customer opts to provide the backhaul connectivity for any portion of the AMI System, Customer shall be responsible for managing that connection and support through its third-party service provider.
- ii. Customer shall provide adequate internal network infrastructure so as to not affect Sensus' ability to meet performance metrics.
- iii. Customer shall provide the support, maintenance, and monitoring of the Customer's dedicated LAN and or WAN. Sensus shall not be responsible for performance and availability of the LAN or WAN networks outside of Sensus' control.
- iv. Customer shall own and be responsible for metrology (meters), endpoint, and SmartPoint devices, which includes ownership and troubleshooting of those devices in the field.
- v. Customer shall remain current in its payment obligations for NaaS. All payments shall be made to Sensus' authorized distributor unless otherwise agreed by the parties.

Commented [PTM7]: This work has been completed.