



Engineering Services

Meeting Date: 11/26/2024

Approve Contract Extension for Particle Services

Department:	Utilities
Presenter:	Wes Byne
Caption:	Approve Contract Extension for Particle Services for two years at a cost of \$36,120.00 annually.
Background:	AUD signed a contract with Particle industries two years ago for IoT hardware. Antennas and shipping were not included in the original purchase amount. This additional funding will ratify funding for antennas and shipping costs which were not included in the original contract.
Analysis:	This additional scope is required to satisfy the conditions of the contract.
Financial Impact:	Funding in the amount of \$72,240 (\$36,120 annually for 2025 and 2026) is available from accounts: 506043110-5223110
Alternatives:	No alternatives are recommended.
Recommendation:	AUD recommends that these engineering services with Particle Industries be approved.
Funds are available in the following accounts:	Funds are available in the following accounts: 506043110-5223110
<u>REVIEWED AND APPROVED BY:</u>	Wes Byne

Order Form

This Order Form (this "**Order Form**") is entered into as of the date of the last signature set forth below (the "**Order Form Effective Date**") between Particle Industries, Inc., having its principal place of business at 325 9th St, San Francisco, California 94103 ("**Particle**") and Augusta Utilities, a corporation having its principal place of business at 452 Walker St., Suite 200, Augusta, GA, 30901 ("**Customer**").

The parties entered into a Master Services Agreement dated as of October 15, 2021 (the "**Master Agreement**"). This Order Form is governed by the terms and conditions of the Master Agreement. In the event of any conflict between the terms of this Order Form and the terms of the Master Agreement, the terms of this Order Form will control.

For the purposes of this Service Plan, each Contract Year shall be defined as follows:

Contract Year 1: October 15, 2024 to October 14, 2025

Contract Year 2: October 15, 2025 to October 14, 2026

The parties agree as follows:

A. Subscription to Particle Platform.

The Platform Subscription Fee for the Particle Platform shall be based on the Pricing Tier selected by Customer or to which Customer is migrated. Customer has selected the following Pricing Tiers for the Particle Platform during the term of this Order Form.

Table 1a – Platform Fees

Contract Year	Pricing Tier	Metered Device Maximum	Data Operations Maximum	Data (GB) Maximum	Unit Price	Qty of Months	Platform Subscription Fee
Year 1	Cellular Platform – Tier 2	950	91,200,000	68	\$3,010.00	12	\$36,120.00
Year 2	Cellular Platform – Tier 2	950	91,200,000	68	\$3,010.00	12	\$36,120.00

Table 1b – Additional Pricing Tiers

Customer may be migrated to one or more higher Pricing Tiers during the applicable Subscription Term. Below are additional Pricing Tiers and their applicable Platform Subscriptions Fees.

Pricing Tier	Metered Device Maximum	Data Operations Maximum	Data (GB) Maximum	Platform Subscription Fee
Cellular Platform – Tier 3	1,810	182,400,000	137	\$64,920.00

B. Total Annual Fee

During the term of this Order Form, Customer will be invoiced for the following minimum fees in USD. Subscription fees will be invoiced on an annual schedule, subject to changes in its Pricing Tier. Devices will be invoiced upon shipment.

Table 2a - Total Annual Fee

Contract Year	Minimum Device Spend	Platform Subscription Fee	Total
Year 1	\$0	\$36,120.00	\$36,120.00
Year 2	\$0	\$36,120.00	\$36,120.00
Total			\$72,240.00

C. Winddown Option

Upon expiration or termination of the Master Agreement, at Customer's option, Particle will extend the Subscription Term for an additional period of up to 6 months (the "Winddown Period"). The "Winddown Fee" will be equal to 50% of the non-discounted Platform Subscription Fee applicable to Customer's Pricing Tier at the effective date of such termination or expiration. The Winddown Fee shall be paid in full on or before the effective date of expiration or termination of the Master Agreement, and is non-refundable. The applicable terms and conditions of the Master Agreement will govern Customer's use of the Platform during the Winddown Period. No Support will be provided during the Winddown Period.

D. Support Terms

Except for a Winddown Period, the Platform Subscription Fee includes the provision of Premium Support, as described in the Support Terms which are attached to the Master Agreement.

E. Effect of Order Form

This Order Form supersedes and replaces any Service Plan, including as amended, expanded or restated, in effect between Particle and Customer on the Order Form Effective Date. This Order Form may be executed in two counterparts, each of which shall be deemed an original, but together which shall constitute one and the same instrument. This Order Form may be executed electronically and signatures may be transmitted electronically (including by email).

Agreed to and signed by the parties as of the Order Form Effective Date:

Particle Industries, Inc.:

By: _____

Name: MAGNUS FRIBERG

Title: CFO

Date: 8/5/24

Customer:

By: _____

Name: _____

Title: _____

Date: _____