January 31, 2023

City of Fair Oaks Ranch, TX
Scope of Work: Licensed to SaaS Upgrade

Document Overview

1. Contract
   This Statement of Work ("SOW") is subject to the terms of sale, available at www.Sensus.com/tc

2. Description
   This document is intended to set forth the requirements to upgrade the Licensed RNI to a SaaS RNI hosted within the Sensus Data Center. This document defines the tasks, responsibilities, and deliverables of Sensus and City of Fair Oaks Ranch to support this effort.

3. Definitions

Term	Definition
AMI	The integrated Sensus Advanced Metering Infrastructure technology and Services consisting of FlexNet, Approved Meters, installation tools, Licensed Software, AMI Equipment, Network Equipment, RNI, TGB and related components.
RNI	Regional Network Interface consisting of equipment and FlexWare software used to gather, store and report data collected from SmartPoints and TGBs that are part of the Sensus Network. The FlexWare software operates on the RNI.
SaaS	Software-as-a-Service
SA	Sensus Analytics

4. Assumptions
   City of Fair Oaks Ranch does not currently have any active Ally meters.

Project Overview

City of Fair Oaks Ranch has decided to move their RNI environment to the Sensus Data Center. This is the Sensus Software as a Service (SaaS) model. City of Fair Oaks Ranch is currently running RNI V3.1.87.218630. City of Fair Oaks Ranch wants one production environment based on approximately 3,300 water endpoints.

Sensus shall perform work to setup and configure the RNI in the Data Center with RNI version 4.11. Sensus will ensure that the production RNI communicates and works with the other 3rd party systems that the customer currently uses.

Project Scope

1. Scope of Work
   - Sensus shall install, setup, and configure a production SaaS RNI on managed servers within the Sensus Data Center. The SaaS RNIs will be provisioned to support the number of services currently being used by the site production system.
   - During the RNI Transition Period, City of Fair Oaks Ranch will continue to operate the Site-based RNI V3.1.87.218630. Sensus will work with City of Fair Oaks Ranch to export the RNI V3.1.87.218630 database and import the databases into Sensus' SaaS environments 4.11 or latest version.
   - During the RNI Transition Period, production data will continue to be transferred from the City of Fair Oaks Ranch site system to the new SaaS production system via "piperules" to ensure the latest information is transferred to the SaaS RNI V4.11 or latest version system in preparation for production cutover activities.
   - Sensus shall perform database maintenance such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc. on the new SaaS V4.11 or latest version system.
   - Sensus shall migrate the following RNI integrations to the production system to ensure that data is successfully delivered from the RNI to other City of Fair Oaks Ranch systems.

- o Logic to Sensus Analytics Data Migration
- o CMEP for Aqua Hawk Portal Reintegration
- o Tyler Incode V9 Billing with Sensus Analytics
- Sensus will validate and test functionality of the RNI system prior to and post cutover to the production SaaS RNI V4.11 or latest version environment. Validation and testing includes the connectivity to/from the base stations, integration points, and two-way communication.
- City of Fair Oaks Ranch will have the opportunity to review and test the functionality and integration points during the RNI Transition Period.
- City of Fair Oaks Ranch should perform additional testing and validation to ensure (when applicable) RNI, Billing via Sensus Analytics or other integration, customer portal and the overall solution is operating as expected.
- City of Fair Oaks Ranch will work with Sensus Operations to allow required data access from all 3rd party applications to the Sensus Data Center.
- After proper validation and testing has been performed on the SaaS RNI V4.11 or latest version system, the cutover activities will take place and Sensus will work with City of Fair Oaks Ranch to reconfigure all base stations to communicate directly with the production SaaS RNI V4.11 or latest version system.
- City of Fair Oaks Ranch will review and comply with the SaaS Connectivity requirements document (Appendix A) provided to ensure Sensus has appropriate access to network.
- The Base Stations hardware and RNI software and firmware are at the recommended revision level.
- Anything that is not listed in the statement of work is out of scope and requires a change order.

Effort and Pricing

See Exhibit A for pricing schedule. Pricing is valid for 45 Days. Automatic increases in SaaS Annual Fees are 3% and all five years need to be reflected on purchase order.

Invoice Schedule

The invoice schedules are as follows and are NET 30 day terms. Order lines are subject to be invoiced separately.

Invoice Schedule

Invoiced at SOW execution:
   • RNI SaaS Setup Fee
   • SaaS Data Migration

Invoiced separately upon completion of services:
   • RNI Validation and Testing
   • 3rd Party Reintegration (CMEP)
   • Sensus Analytics Enhanced Setup Fee
   • Sensus Analytics Standard Integration
   • Sensus Analytics Data Migration

Invoiced after setup:
   • Annual RNI SaaS Fee
   • Annual Sensus Analytics Enhanced Fee
   • Annual CMEP Fee

Acceptance of Terms

If terms are agreeable, please sign and return this SOW along with a Purchase Order to: mike.wood@aqua-metric.com and copy dustin.hutchinson@aqua-metric.com

Aqua-Metric Sales Company   City of Fair Oaks Ranch, TX

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

Aqua ◆ Metric

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

January 31, 2023

Client:	City of Fair Oaks Ranch, TX
Attention:	Brian LeJeune
Address	7286 Dietz Elkhord
City, State, Zip:	Fair Oaks Ranch, Texas 78015
Phone:	(210) 698-0900 x: 401
Email:	BLeJeune@fairoaksranchtx.org

Line No.	Item	Quantity	Unit	Extended
Licensed to SaaS Upgrade: HGAC Line Items				
One-Time Fees				
	RNI SaaS Setup Fee	1	$7,877.43	$7,877.43
	RNI Validation and Testing	1	$8,000.00	$8,000.00
	RNI Core Education	1	$5,445.00	$5,445.00
	Third-Party Reintegration (CMEP)	1	$3,465.00	$3,465.00
	Sensus Analytics Setup Fee	1	$3,712.50	$3,712.50
	Sensus Analytics Integration	1	$6,750.00	$6,750.00
	Sensus Analytics Data Migration	1	$6,250.00	$6,250.00
	Sensus Analytics Training	1	$3,960.00	$3,960.00
Annual Recurring Fees [8,9]				
	Annual RNI SaaS Fee, Year One	1	$8,157.60	$8,157.60
	Annual Sensus Analytics Enhanced Fee, Year One	1	$6,960.69	$6,960.69
	Annual CMEP Delivery Fee, Year One	1	$643.50	$643.50
	Annual Metro Base Station Extended Warranty, Year One	2	$1,751.31	$3,502.62
	Annual Aqua-Metric Support, Year One	1	$14,000.00	$14,000.00
Annual Recurring Fees, Years 2 - 5 [8,9]				
	Annual RNI SaaS Fee, Year Two	1	$8,487.50	$8,487.50
	Annual Sensus Analytics Enhanced Fee, Year Two	1	$7,242.50	$7,242.50
	Annual CMEP Delivery Fee, Year Two	1	$670.00	$670.00
	Annual Metro Base Station Extended Warranty, Year Two	2	$1,822.08	$3,644.16
	Annual Aqua-Metric Support, Year Two	1	$14,420.00	$14,420.00
	Annual RNI SaaS Fee, Year Three	1	$8,741.25	$8,741.25
	Annual Sensus Analytics Enhanced Fee, Year Three	1	$7,458.75	$7,458.75
	Annual CMEP Delivery Fee, Year Three	1	$690.00	$690.00
	Annual Metro Base Station Extended Warranty, Year Three	2	$1,876.74	$3,753.48
	Annual Aqua-Metric Support, Year Three	1	$14,852.60	$14,852.60
	Annual RNI SaaS Fee, Year Four	1	$9,003.75	$9,003.75
	Annual Sensus Analytics Enhanced Fee, Year Four	1	$7,682.50	$7,682.50
	Annual CMEP Delivery Fee, Year Four	1	$710.00	$710.00
	Annual Metro Base Station Extended Warranty, Year Four	2	$1,933.04	$3,866.08
	Annual Aqua-Metric Support, Year Four	1	$15,298.18	$15,298.18
	Annual RNI SaaS Fee, Year Five	1	$9,273.75	$9,273.75
	Annual Sensus Analytics Enhanced Fee, Year Five	1	$7,913.75	$7,913.75
	Annual CMEP Delivery Fee, Year Five	1	$731.25	$731.25
	Annual Metro Base Station Extended Warranty, Year Five	2	$1,991.03	$3,982.06
	Annual Aqua-Metric Support, Year Five	1	$15,757.12	$15,757.12

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

Year One Total   **$78,724.34**

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

2. Quote is valid for forty-five days.

3. If modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.

4. Freight allowed on single Sensus Product orders exceeding $20,000.00.

5. Net Thirty Days to Pay

6. Returned product may be subject to a 25% restocking fee.

7. Sales Tax and/or Freight charges are not included.

8. Pricing based on 3,300 Services

9. Automatic Increases in SaaS Annual Fees are 3% and all 5 years need to be on the purchase order.

10. Pricing does not include Performance, Payment, or Maintenance Bond.

11. Does not include third-party integration fees.

12. Quote does not include basestation upgrades. Pricing to be provided if upgrade is required.

13. Any additional items beyond quote above subject to negotiations.

14. See enclosed SOW for additional information.

15. Must be purchased alongside Non-HGAC Line Items

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

Client:	City of Fair Oaks Ranch, TX
Attention:	Brian LeJeune
Address	7286 Dietz Elkhord
City, State, Zip:	Fair Oaks Ranch, Texas 78015
Phone:	(210) 698-0900 x: 401
Email:	BLeJeune@fairoaksranchtx.org

Line No.	Item	Quantity	Unit	Extended
Licensed to SaaS Upgrade: Non-HGAC Line Items				
One-Time Fees				
	SaaS Data Migration	1	$15,000.00	$15,000.00
	RNI Upgrade Network Deployment Fee	1	$12,500.00	$12,500.00
Annual Recurring Fees [8,9]				

This quote for the product and services named above is subject to the following terms: **Year One Total**   **$27,500.00**

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

2. Quote is valid for forty-five days.

3. If modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.

4. Freight allowed on single Sensus Product orders exceeding $20,000.00.

5. Net Thirty Days to Pay

6. Returned product may be subject to a 25% restocking fee.

7. Sales Tax and/or Freight charges are not included.

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9. Automatic Increases in SaaS Annual Fees are 3% and all 5 years need to be on the purchase order.

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12. Quote does not include basestation upgrades. Pricing to be provided if upgrade is required.

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