

AGREEMENT
FOR
CONSULTING SERVICES

This AGREEMENT, between the Norman Utilities Authority (OWNER) and Voda Inc, (CONSULTANT);

WITNESSETH

WHEREAS, OWNER intends to complete a desktop water line condition assessment to better prioritize water line replacement projects; and

WHEREAS, OWNER will utilize a consultant experienced in water line condition assessment utilizing artificial intelligence and machine learning to score existing water lines to allow for better prioritization of water lines for replacement projects (the SERVICES); and,

WHEREAS, CONSULTANT is prepared to provide said SERVICES; and.

NOW THEREFORE, in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be _____.

ARTICLE 2 - COMPLETION DATE

CONSULTANT shall complete the SERVICES in accordance with Attachment A, Project Schedule.

ARTICLE 3 - GOVERNING LAW

The laws of the state of Oklahoma shall govern this AGREEMENT.

ARTICLE 4 - SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall perform the SERVICES described in Attachment B, Scope of Services.

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

- 6.1. OWNER-Furnished Data: Upon request, OWNER will provide to CONSULTANT all data in OWNER's possession relating to CONSULTANT's SERVICES on the PROJECT. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER. OWNER's data is provided for temporary use or copying by CONSULTANT.
- 6.2. Access to Facilities and Property: OWNER will make its facilities accessible to CONSULTANT as required for CONSULTANT's performance of its SERVICES.
- 6.3. Timely Review: OWNER will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; and transmit OWNER comments or other decisions to CONSULTANT in a timely manner.
- 6.4. Meetings: OWNER will participate in progress meetings or other meetings with CONSULTANT or contractor(s) defined in Scope of Services.
- 6.5. Advertisements, Permits, and Access: Unless otherwise agreed to in the Scope of Services, OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's SERVICES or PROJECT construction.

6.6. INTENTIONALLY LEFT BLANK.**ARTICLE 7 - STANDARD OF CARE**

CONSULTANT shall exercise the same degree of care skill and diligence in the performance of the SERVICES as is ordinarily possessed and exercised by a consultant under similar circumstances. CONSULTANT shall correct the SERVICES that fail to satisfy this standard of care. No warranty, express or implied is included in this AGREEMENT or in any drawing, specifications, report or opinion produced pursuant to this AGREEMENT.

CONSULTANT represents and warrants, using commercially reasonable efforts that (i) the SERVICES will produce recommendations that are based upon assumptions that are reasonable and made in good faith and (ii) the recommendations will be made in light of all circumstances reasonably known to it and are not to be viewed as facts or predictions.

ARTICLE 8 - LIABILITY AND INDEMNIFICATION

- 8.1 General. Having considered the potential liabilities that may exist during the performance of the SERVICES, the benefits of the PROJECT, the CONSULTANT's fee for the SERVICES and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with this Article.
- 8.2 Indemnification and Liability. The CONSULTANT agrees to defend, indemnify, and hold harmless the OWNER, its officers, servants, and employees, from and against legal liability for all claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees) caused by a negligent act, error, or omission of the CONSULTANT in the performance of services under this Agreement. OWNER agrees to defend, indemnify, and hold harmless the CONSULTANT, its officers, servants, and employees, from and against legal liability for all claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees) caused by a negligent act, error, or omission of the OWNER in the performance of services under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. The CONSULTANT and the OWNER each agree to promptly service notice on the other party of any claims arising hereunder, and shall cooperate in the defense of such claims. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to OWNER at common law.
- 8.3 Employee Claims. CONSULTANT shall indemnify OWNER against legal liability for damages arising out of claims by CONSULTANT's employees. OWNER shall indemnify CONSULTANT against legal liability for damages arising out of claims by OWNER's employees.
- 8.4 Consequential Damages. To the fullest extent permitted by law, CONSULTANT shall not be liable to OWNER for any special, indirect or consequential damages resulting in any way from the performance of the SERVICES.
- 8.5 Survival. Upon completion of all SERVICES obligations and duties provided for in this AGREEMENT or if this AGREEMENT is terminated for any reason the terms and conditions of this Article shall survive.
- 8.6 LIMITATION OF LIABILITY. Notwithstanding anything to the contrary set forth in this AGREEMENT, in no event shall CONSULTANT'S liability for any alleged claim exceed the amount paid by OWNER to CONSULTANT under this AGREEMENT, or \$200,000, whichever amount is greater.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT CONSULTANT shall maintain the following insurance:

- 9.1 Worker's compensation insurance for CONSULTANT's employees as required by Oklahoma Workers Compensation Statutes.
- 9.2 Comprehensive general liability insurance with a minimum of \$1,000,000 per each occurrence and \$2,000,000 aggregate.
- 9.3 Comprehensive automobile liability insurance with a minimum of \$1,000,000 combined limit.
- 9.4 Professional Liability (errors and omissions) insurance providing a minimum policy value of \$2,000,000 aggregate.

CONSULTANT shall furnish OWNER certificates of insurance that shall include a provision that such insurance shall not be canceled without at least thirty days written notice to OWNER. All PROJECT contractors shall be required to include OWNER and CONSULTANT as additional insured on their General Liability Insurance policies.

CONSULTANT and OWNER each shall require its insurance carriers to waive all rights of subrogation against the other and its directors, officers, partners, commissioners, officials, agents and employees for damages covered by property insurance during and after the SERVICES. A similar provision shall be incorporated into all contractual arrangements entered into by OWNER and shall protect OWNER and CONSULTANT to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the PROJECT; (2) the failure of any contractor, subcontractor, vendor or other PROJECT participant, not under contract to CONSULTANT, to fulfill contractual responsibilities to the OWNER or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment B, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since CONSULTANT has no control over the cost of labor, materials or equipment furnished by others or over the resources provided by others to meet PROJECT schedules, CONSULTANT's opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will not vary from CONSULTANT's cost estimates.

ARTICLE 12 - REUSE OF DOCUMENTS

Upon OWNER's request CONSULTANT shall furnish OWNER with deliverables and/or other data on electronic media. All documents, including but not limited to, drawings, specifications and computer software prepared by CONSULTANT pursuant to this AGREEMENT are instruments of Service in respect to the PROJECT. Said documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other PROJECT.

ARTICLE 13 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this AGREEMENT for OWNER's convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the SERVICES on a schedule acceptable to OWNER. If termination or suspension is for OWNER's convenience, OWNER shall pay CONSULTANT for all the SERVICES performed to date, amount not to exceed the normal fee amount due for the SERVICES

rendered and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to CONSULTANT's compensation.

ARTICLE 14 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riot and other civil disturbances; strikes, work slowdowns and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or SERVICES required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

Should such circumstances occur the non-performing party shall, within a reasonable period after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 15 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

CONSULTANT: Cory Sides, SVP of Sales
VODA.ai
50 Milk Street, 15th Floor
Boston, MA 02109
(704) 775-5365
cory@voda.ai

OWNER: Nathan Madenwald, Utilities Engineer
City of Norman – Utilities Department
225 N Webster Avenue
P.O. Box 370
Norman OK 73069 / 73070
(405) 366-5426
nathan.madenwald@normanok.gov

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and OWNER.

ARTICLE 16 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 17 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid Provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision, which is of the essence of this AGREEMENT, be determined void.

ARTICLE 18 – NON-DISCRIMINATION

In connection with the performance of work under this contract, the CONSULTANT agrees as follows:

- A. The CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. The CONSULTANT shall take affirmative action to ensure that employees are treated without regard to their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT and any companies subcontracted shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Norman setting forth the provisions in this section.
- B. In the event of the CONSULTANT's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The CONSULTANT may be declared by the City Council ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the CONSULTANT.
- C. The CONSULTANT agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

ARTICLE 19 - INTEGRATION

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT. This AGREEMENT, including its attachments and schedules, may only be changed by a written amendment executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

- Attachment A - Schedule
- Attachment B - Scope of Services
- Attachment C - Compensation

The following documents are made a part of this AGREEMENT by reference.

- OWNER's RFP-234-22 Dated November 7, 2023
- CONSULTANT's Response to the RFP Dated November 30, 2023

In the event of conflict between any of these documents the order of precedence shall be this (1) AGREEMENT, (2) the CONSULTANT's Response, (3) the OWNER's RFP.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

OWNER and CONSULTANT each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this AGREEMENT and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this AGREEMENT.

ARTICLE 21 – INTELLECTUAL PROPERTY RIGHTS

For the avoidance of doubt, and notwithstanding anything in this AGREEMENT to the contrary, CONSULTANT is the sole and exclusive owner of all right, title, and interest in its pre-existing underlying technology and intellectual property, including but not limited to proprietary machine learning engine, all software code and methodologies, and its software graphical user interface (collectively, "CONSULTANT IP") and any enhancements, derivatives, and/or extensions thereto, and, are not and shall not be considered "works made for hire" nor "work product" and will be used to create the deliverables identified in Attachment B, Scope of Services.

IN WITNESS WHEREOF, OWNER and CONSULTANT have executed this AGREEMENT.

DATED this _____ day of _____, 2024.

Voda Inc – CONSULTANT

ATTEST

By: *Cory Sides*

Dan M. Hack

Title: Cory Sides, SVP of Sales

Dan Hack, EVP of Operations

NORMAN UTILITIES AUTHORITY – OWNER

APPROVED as to form and legality this _____ day of _____, 20____.

City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this _____ day of _____, 2024.

ATTEST

By: _____

Title: _____

**ATTACHMENT A
SCHEDULE**

This AGREEMENT allows for the analysis and delivery of both Risk Modeling for Water Mains, as well as Predictive Modeling for Lead Services. A separate schedule for each is outlined below. These SERVICES may be conducted either in series or parallel as is mutually agreed upon by OWNER and CONSULTANT. Consideration to be given to workload / bandwidth of available staff and other resources and priorities for OWNER.

RISK MODELING PROJECT SCHEDULE

Key project milestones are outlined below. CONSULTANT anticipates results completed with six to twelve weeks after the kickoff meeting. Variances in completion are typically due to the initial data quality and the availability of OWNER staff to assist with completion of the Data Validation & Exception Reports.

Description	Duration
Project kickoff meeting	1 Day
Data collection	1 – 3 Weeks from kickoff
Data validation	1 – 3 Weeks from data collection
Processing and Analysis	1 – 2 Weeks from data validation
Review Accuracy Results	1 Day
Processing and Analysis Future Model	1 – 2 Weeks from results meeting
COF & Planner Config & UI Training	1 – 2 Weeks from LOF post

LEAD MODELING PROJECT SCHEDULE

Key project milestones are outlined below. CONSULTANT anticipates results completed with six to twelve weeks after the kickoff meeting. Variances in completion are typically due to the initial data quality and the availability of OWNER staff to assist with completion of the Data Validation & Exception Reports.

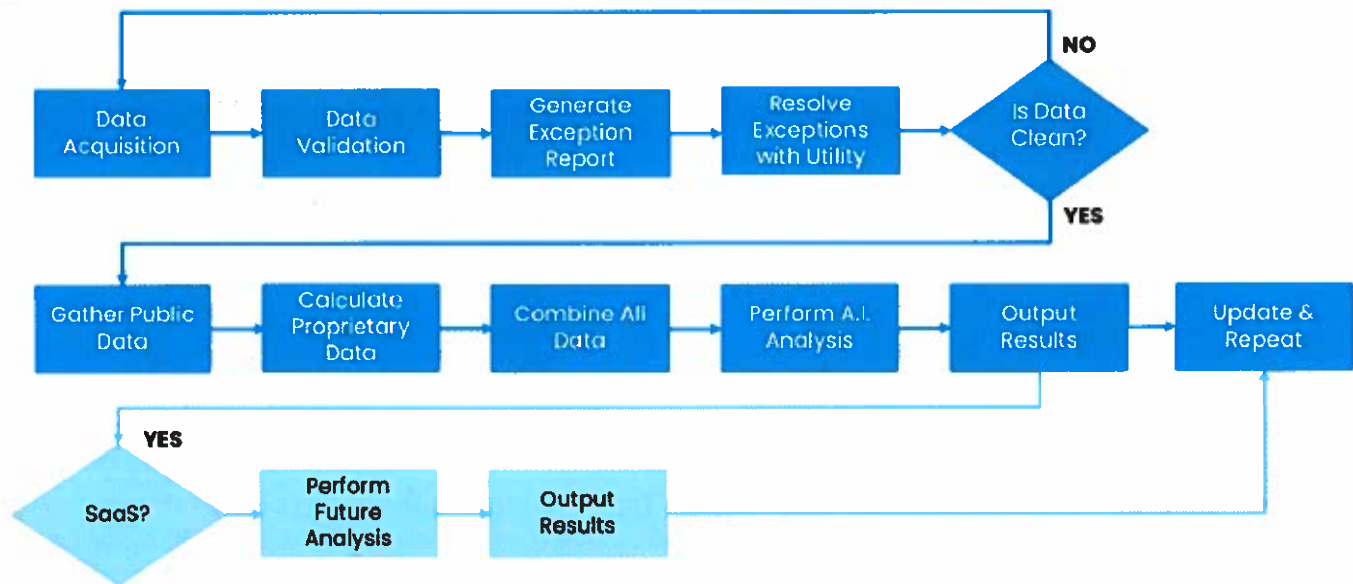
Description	Duration
Project kickoff meeting	1 day
Delivery and analysis of initial data	1 – 3 Weeks from kickoff
Data validation and exception reporting	1 – 4 Weeks from data collection
Processing, analysis, and identification of required field verifications	1 – 3 Weeks from data validation
Conduct field verifications	Depends on utility schedule
Create and run predictive model	2 – 4 weeks from field verifications
Identify secondary field verifications (if needed)	1 day
Conduct secondary field verifications	Depends on utility schedule
Publish final model results	1 – 2 weeks from field verifications
Review results & UI training	1 day

ATTACHMENT B SCOPE OF SERVICES

This AGREEMENT allows for the analysis and delivery of both Risk Modeling for Water Mains, as well as Predictive Modeling for Lead Services. A separate scope of services for each is outlined below. These SERVICES may be conducted either in series or parallel as is mutually agreed upon by OWNER and CONSULTANT. Consideration to be given to workload / bandwidth of available staff and other resources and priorities for OWNER.

RISK MODELING SCOPE OF SERVICES

A summary of the Project Workflow is below.



1. Data Acquisition from OWNER - A successful analysis requires a robust collaborative environment with participation from all parties. Data acquisition begins with a kickoff meeting to identify and discuss available utility data for consideration and establish working parameters and preferred communications. After the kickoff meeting, the utility will provide the pipe and failure data described in Appendix A of the CONSULTANT's Response to the RFP and any other information identified.

2. Data Validation - CONSULTANT will apply proprietary data validation algorithms to find anomalies, inconsistencies, or missing data and generate an Exception Report.

3. Resolve Exceptions with OWNER – Depending on the number of exceptions and data questions, multiple iterations of the Data Validation and Exceptions Process may be required.

4. Gather Additional Data Sets - CONSULTANT will gather relevant data from multiple public and private sources. CONSULTANT then calculates proprietary engineered variables based on the intersection of utility and public datasets.

5. Run AI/ML Analysis - All data sets (utility provided, publicly available, and engineered) are analyzed by CONSULTANT's AI engine.

6. Provide Results – The LOF rankings based on available data through the current period are provided via .shp and/or .csv file. For the validation of model accuracy (demonstration or proof requested by OWNER), the results will be provided as follows.

LOF Rankings Provided - CONSULTANT will provide the LOF rankings for 2023.

OWNER Provides Actual Failures - After receipt of the rankings, OWNER will provide the actual failure data from 2023 for comparison.

Review the Results - CONSULTANT and OWNER will jointly review and compare the rankings from the AI/ML analysis with the actual failure data from 2023 during the Demonstration Results Review Meeting.

7. Perform Future Analysis / Repeat with Model Updates – After the accuracy has been validated using the methodology in Step 6, CONSULTANT will analyze the previously withheld failures using the AI/ML engine and provide forward looking analyses with twelve-month, three, five, ten, and twenty-year projections and provide hands-on UI training for OWNER staff. Results will be delivered via the UI. On a routine basis CONSULTANT will download any new GIS and failure data and rerun the analysis with all results being updated via the UI to an unlimited number of users for the length of the subscription.

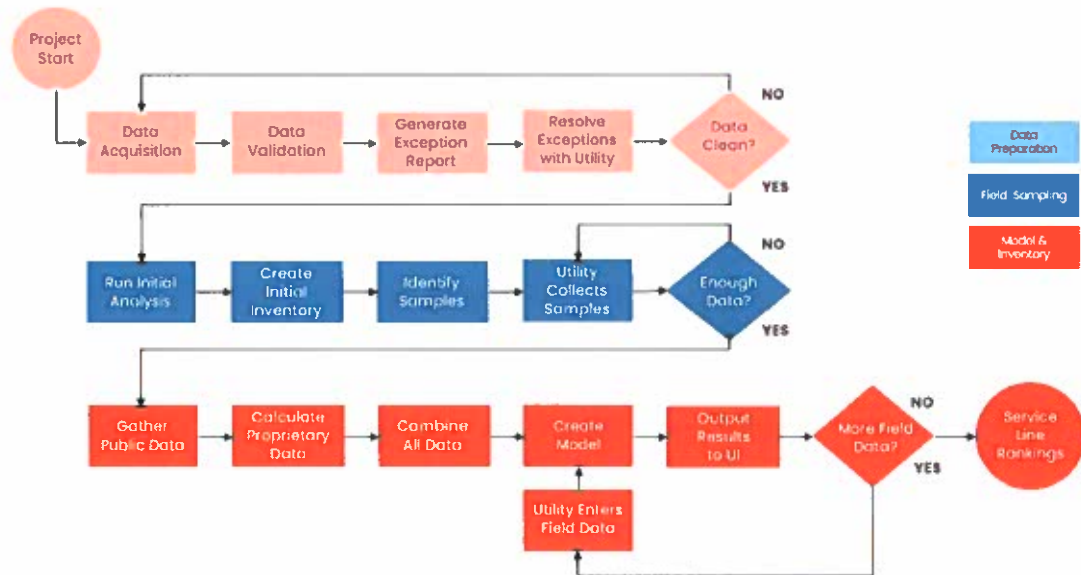
RISK MODELING SUMMARY OF RESPONSIBILITY

Description	Type	Responsible Party	
		CONSULTANT	OWNER
Participate in a project kickoff meeting	A	X (P)	X
Provide required utility data in accordance with Appendix A of the RFP Response	D		X
Provide additional utility data identified in kickoff meeting (pressure, flow, etc.)	D		X
Run data validation process (may require more than one iteration)	A	X	
Provide exception report(s)	D	X	
Provide response(s) to exception report(s)	D		X
Gather / calculate public and proprietary data	A	X	
Run AI Analysis	A	X	
Provide LOF ranking results (for 2023)	D	X	
Provide actual 2023 failure data	D		X
Participate in demonstration results review meeting	A	X (P)	X
Provide previously withheld utility data	D		X
Run AI Analysis with future looking time windows	A	X	
Provide UI access and training for OWNER staff including the following modules: <ul style="list-style-type: none"> • LOF • COF • BRE • Planner 	D	X	
Provide ongoing training and support	A	X	

- A - Activity
- D - Deliverable
- X – Denotes Responsible Party
- P – Primary Responsibility

LEAD MODELING SCOPE OF SERVICES

A summary of the Project Workflow is below.



1. **Data Acquisition from the OWNER** - A successful analysis requires a robust collaborative environment with participation from all parties. Data acquisition begins with a kickoff meeting to identify and discuss available utility data for consideration and establish working parameters and preferred communications. After the kickoff meeting, the utility will provide the pipe and failure data requested by CONSULTANT and any other information identified.
2. **Data Validation** - CONSULTANT will apply proprietary data validation algorithms to find anomalies, inconsistencies, or missing data and generate an Exception Report.
3. **Generate Exception Report** – The Exception Report generally consists of questions and data examples of potentially problematic data.
4. **Resolve Exceptions with OWNER** – CONSULTANT collaborates with the OWNER to resolve any exceptions and make improvements to the data. Depending on the number of exceptions and data questions, multiple iterations of the Data Validation and Exceptions Process may be required. The goal is to get the data as clean as reasonably possible.
5. **Run Initial Analysis** – All service line data is analyzed for both public and private sides.
6. **Create Initial Inventory** - A list of unknowns is created based on the initial data. CONSULTANT creates public and private unknowns as well as EPA Unknowns (unverified historical records) and analyzes each data set for possible similarities.
7. **Identify Samples** - CONSULTANT creates a list of spatially distributed, randomized locations for field verification for each data set in order to create an initial profile at the required confidence level.
8. **OWNER Collects Samples** – The OWNER conducts field verifications at each of the identified sites to capture the actual service line material. The results from the initial field verifications are examined as a team to

determine if more investigations are needed (e.g., were unexpected lead services found or did the historical records prove inaccurate).

9. **Gather Public Data** – CONSULTANT will gather relevant data from multiple public and private sources.
10. **Calculate Proprietary Data** - CONSULTANT then calculates proprietary engineered variables based on the intersection of OWNER and public datasets.
11. **Combine All Data** – CONSULTANT combines the results of the field verifications with the OWNER, public, and proprietary data to run the AI or statistical model.
12. **Create Model** – The AI engine or statistical weights are applied to the combined data sets (OWNER, public, proprietary) to build the model which ranks all unknown services by likelihood of lead.
13. **Output Results to UI** – The likelihood of lead rankings are provided via to the UI where the inventory results are available for access, analysis, and download by utility personnel. OWNER personnel are trained on the UI including how to re-run the model after further material verifications are conducted.
14. **Utility Enters Field Data** – With any subscription, the OWNER is able to capture additional data as part of ongoing field work and make material updates wither directly in the UI, or by .csv file upload. OWNER staff can re-run the predictive model on a daily basis to further refine and enhance the ranking results and determine the remaining likelihood of finding any lead services remaining.

LEAD MODELING SUMMARY OF RESPONSIBILITY

Description	Type	Responsible Party	
		CONSULTANT	OWNER
Participate in a project kickoff meeting	A	X (P)	X
Provide required utility data in accordance with CONSULTANT requests	D		X
Provide additional OWNER data identified in kickoff meeting (if any)	D		X
Provide any supporting data to OWNER required for regulatory approval, if necessary	D	X	
Create & submit reports or approval requests to regulatory agencies, if necessary	D		X
Run data validation process (may require more than one iteration)	A	X	
Provide exception report(s)	D	X	
Provide response(s) to exception report(s)	D		X
Create unknown data sets, public & private, identify historical unverified records, and identify specific locations for field verifications including primary & alternate sites	D	X	
Complete field verification of material at identified locations and provide results	D		X
Gather / calculate public and proprietary data	A	X	
Create & run predictive model	A	X	
Provide likelihood of lead ranking results and inventory via the UI	D	X	
Participate in results review meeting	A	X (P)	X
Provide UI access and training for OWNER staff	D	X	

Identify any additional field verifications needed to improve the model	D	X	
Conduct secondary field verifications and provide results	D		X
Provide any supporting data or reports to OWNER required for regulatory approval, if necessary	D	X	
Submit final inventory to regulatory agencies	D		X
Provide ongoing training and support	A	X	

- A - Activity
- D - Deliverable
- X – Denotes Responsible Party
- P – Primary Responsibility

**ATTACHMENT C
COMPENSATION**

COMPENSATION

The OWNER will compensate CONSULTANT on a lump sum basis for the SERVICES rendered on an annual basis.

Access to the CONSULTANT platform as part of the SERVICES is based on an annual subscription with a per-mile cost. This comprehensive offering includes our modules for CIP planning, Insights, and Remaining Useful Life (RUL).

COST TABLE

Included Solutions	Risk Modeling Condition Assessment Capital Planning Analytics Lead Modeling
Features	<ul style="list-style-type: none"> • LOF* COF* BRE* RUL* Planner* Inventory+ Rankings+ Portal+ • User Interface with unlimited seats, ongoing updates and enhancements, training (as needed), and GIS Files • Analysis includes Human AI™ engineered variables
PLAN	CUSTOM Enterprise subscription tier with a single annual data analysis.
# of AI runs / year	Single
Data Assessment & Cleanup	Included
Advanced Data Assessment	Included
Data Science Optimization	Included
API Access	Yes
Support	Unlimited
PRICE	\$69 / mile
1 -Year Risk Subscription based on 650 miles of pipe	\$44,850 / annually
<i>3-Year Annual Subscription (Pricing Reflects a 10% discount)</i>	<i>\$40,365 / annually</i>
<i>5-Year Annual Subscription (Pricing Reflects a 20% discount)</i>	<i>\$35,880 / annually</i>
<i>Lead Modeling Subscription based on 44,000 Services</i>	<i>\$11,000 / annually</i>

* Tools included in the CONSULTANT platform for Risk Modeling

- LOF — Likelihood of Failure
- COF — Consequence of Failure
- BRE — Business Risk Exposure
- RUL — Remaining Useful Life
- Planner — Project Planning Tool that optimizes every available CIP dollar to reduce risk

- Insights — AI-driven insights tool that analyzes RUL and trends across pipe failure, materials, age, etc.

+Tools included in the CONSULTANT platform for Lead Modeling

- Inventory – Current service line material inventory
- Rankings – Current rankings of Unknown services by Likelihood of Lead
- Portal – Customer access to online portal to view current inventory information

Notes:

1. CONSULTANT's Leak Detection module for Planner not included. This option is available for an additional \$15,000 / year. Leak Detection uses the LOF results to optimize sensor placement for utilities using acoustic or other leak detection technology.
2. CONSULTANT's Lead Management suite of software solutions is available as a bundled solution for Risk Modeling customers at a price of \$0.25 / service connection (includes all services in the system). No additional discounts for long-term pricing on Lead Management.
3. CONSULTANT's Risk Modeling for Service Lines is available as a bundled solution for Risk Modeling for Water Mains customers at a price of \$0.35 / service connection (includes all services in the system).
4. CONSULTANT's Unlimited Plan includes the option for unlimited utility generated model runs of daVinci and is available at a price of \$129 / mile. This Plan includes the Leak Detection module as part of the standard plan.
5. Final pricing is determined based on the total miles of mains analyzed for OWNER.
6. The fees for SERVICES for the first year are to be invoiced at 50 percent upon Project Kick-off Meeting with the remainder of the contract to be invoiced upon delivery of the model results or access thereto and payment to be made by OWNER within 30 days of invoice receipt
7. Recurring fees for subscription renewals are to be invoiced upon each anniversary of the EFFECTIVE DATE and are due within 30-days.
8. Any taxes related to these transactions are the responsibility of OWNER.
9. Any changes in scope may impact pricing.
10. At the end of the initial contract term (License Term), at CONSULTANT's and OWNER's mutual discretion, OWNER may elect to automatically renew the subscription for additional periods (Renewal Term), and successively again upon the expiration of each, under the same terms and conditions. The annual Renewal Fee shall be equal to the previous License Term or License Renewal Term, whichever is applicable, plus the preceding three-year increase in the Producer's Price Index (PPI) for Data processing, hosting, and related services (Series ID PCU518210518210) according to the U.S. Bureau of Labor Statistics.
11. OWNER may elect to sign a 1-year subscription at the price noted in the Cost Table. Following the first year, if the OWNER elects to renew the subscription for either a 3-year or 5-year term, the CONSULTANT will discount the first renewal year by the difference between the first year's payment and the new annual renewal amount, based on the longer term.

CONSULTANT may submit interim statements, not to exceed one per month, for partial payment for SERVICES rendered. The statements to OWNER will be by task for the percentage of work actually completed. The OWNER shall make interim payments within 30 calendar days in response to CONSULTANT's interim statements.









Norman AGREEMENT

Final Audit Report

2024-02-15

Created:	2024-02-14
By:	cory sides (cory_sides@hotmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAd7PCXpcjComAMr7gedl_osbOIfxDsItk

"Norman AGREEMENT" History

-  Document created by cory sides (cory_sides@hotmail.com)
2024-02-14 - 9:38:13 PM GMT
-  Document emailed to cory sides (cory_sides@hotmail.com) for signature
2024-02-14 - 9:38:18 PM GMT
-  Document emailed to dan hack (dan@voda.ai) for signature
2024-02-14 - 9:38:18 PM GMT
-  Email viewed by cory sides (cory_sides@hotmail.com)
2024-02-14 - 9:38:58 PM GMT
-  Document e-signed by cory sides (cory_sides@hotmail.com)
Signature Date: 2024-02-14 - 9:39:15 PM GMT - Time Source: server
-  Email viewed by dan hack (dan@voda.ai)
2024-02-15 - 2:32:33 AM GMT
-  Document e-signed by dan hack (dan@voda.ai)
Signature Date: 2024-02-15 - 2:33:08 AM GMT - Time Source: server
-  Agreement completed.
2024-02-15 - 2:33:08 AM GMT