

## MASTER SERVICES AGREEMENT

This Master Services Agreement (the “Agreement”) is made by and between Thirkettle Corporation dba Utiliuse, a California corporation, having its principal location at 4050 Flat Rock Drive, Riverside, CA 92505 (“Utiliuse”) and Norman Utilities Authority having its principal location at 225 N Webster Avenue, Norman, OK 73069, (the “Client”). Utiliuse and Client are each referred to individually as “Party” or collectively as the “Parties”. The Parties agree as follows:

### RECITALS

- A. Client seeks to procure the product and services necessary to implement and deploy a comprehensive Advanced Metering Infrastructure (“AMI”) solution (the “Project”).
- B. Utiliuse is the implementation reseller of certain services, hardware, and software related to the technology manufactured by Sensus USA, Inc. (“Sensus”) and used to measure consumer consumption of Client’s utility resources.
- C. Client has engaged Utiliuse to furnish the products and services (the “Work”) described hereunder to facilitate a functional AMI System for the measurement and metering of Client’s utility resources.
- D. Utiliuse agrees to, in accordance with the terms of this Agreement, supply the goods and perform the services as described in the attached Exhibits and Appendices, which is attached hereto and made a part hereof for all purposes. This Agreement shall include the following:
  1. This Master Services Agreement
  2. Exhibit A: Agreement Pricing
  3. Exhibit B: Utiliuse Statement of Work
  4. Exhibit C: Harris Statements of Work
  5. Exhibit D: Meter Exchange Field Procedures
  6. Exhibit E: Sensus Propagation Analysis
  7. Exhibit F: Integration Overview
  8. Exhibit G: Implementation Schedule (Draft)
  9. Exhibit H: Performance Acceptance and Payment Criteria
  10. Exhibit I: Sensus Warranties
  11. Exhibit J: Performance, Payment, and Maintenance Bonds
  12. Exhibit K: Buy America Domestic Procurement Preference
  13. Exhibit L: Oklahoma Water Resource Board Terms

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

1. **PROJECT.** Utiliuse agrees to provide to Client the products and services that are described in this Agreement and its various Exhibits as part of a global Advanced Metering Infrastructure System (the “AMI System”) for the measurement and metering of the Client’s utility resources. For purposes of this Agreement, Utiliuse will be deemed to have provided such products and services to the extent that any such products and services are provided by Sensus or any other third party approved by the Client.
2. **TERM.** This Agreement shall commence on \_\_\_\_\_, (the “Effective Date”) and shall continue until all work and services are completed in accordance with the Exhibits and appendices herein unless terminated earlier in accordance with Section 18, below.
3. **LICENSES.** Pursuant to the Sensus Software-as-a-Service and Spectrum Lease Agreement, Contract K-2324-36, the Client shall be provided with leased spectrum and those systems necessary to operate the AMI System including use of the Sensus FlexNet license and frequencies necessary, and the Sensus Regional Network Interface (“RNI”) for the ongoing function of the AMI System that makes up the Project. Additionally, Client

shall be provided with those systems necessary for meter data management (SmartWorks Compass) and customer presentment (Advanced Customer Engagement Portal) pursuant to those agreements.

4. COMMUNICATIONS NETWORK. Client acknowledges and agrees that it is solely responsible for procuring a secure WAN connectivity to each Basestation and the connectivity to data centers and that Utiliuse exercises no control whatsoever over the Client's communications network or performance related issues resulting thereof.
5. PRICING AND PAYMENT. 8Terms of payment are outlined in Exhibit H. Client shall issue payment within thirty (30) days from the date of invoice for each valid invoice. Notwithstanding, if Client fails to pay any invoice within thirty (30) days of the invoice date, Utiliuse may, at its sole discretion, withhold or suspend the services until Client has paid any past due invoiced amounts or seek termination pursuant to Section 18 of this Agreement. Utiliuse reserves the right to issue late fees to Client for past due amounts at a maximum rate of 1% of the invoice amount for each additional day past due up to a maximum 15% of the invoice total or the maximum amount permitted by law, whichever is less. All pricing and payments shall be in US currency.
6. ECONOMIC PRICE ADJUSTMENT
  - 6.1. In recognition of the potential for fluctuation in Utiliuse's cost for the materials or services provided hereto this Agreement, a price adjustment may be submitted by Utiliuse on an annual basis starting from the Effective Date of this Agreement. The percentage change between the contract price and the requested price shall not exceed the percentage change listed in the U.S. Bureau of Labor Statistics' published Consumer Price Index (CPI) and Producer Price Index (PPI) for that time period. Prices for products or services unaffected by verifiable cost trends or already delivered shall not be subject to adjustment. Following written notice and disclosure, any such adjustment will be implemented subject to agreement of the parties and necessary board or governing body approvals.
  - 6.2. Utiliuse's submitted price adjustment will be made in writing and submitted to Client in a timely manner affording sufficient time to permit Client's option of utilizing its rights pursuant to Paragraph 18 herein. Price adjustments will be for the sole purpose of accommodating changes in Utiliuse's direct economic and inflationary costs of materials or services provided herein.
7. ANNUAL FEES. Client acknowledges certain annual software license, maintenance and support services will be necessary for Client's continued use and access of the AMI System. Client agrees to pay the first-year fees under this Agreement as outlined in Exhibit A hereto. Subsequent annual installments for continued use, access, and support (the "Annual Fees") will be payable by Client to Sensus' authorized distributor (Sensus RNI SaaS, backhaul, and basestation extended warranty), Harris SmartWorks (meter data management software), or Advanced Utility Systems (customer engagement portal) directly and under separate agreement where applicable.
8. MODIFICATIONS, AMENDMENTS AND CHANGE ORDERS. No modification or amendment to this Agreement or the Work herein shall be binding upon either Party hereto unless such amendment is set forth in writing and duly executed by an authorized representative of each Party. Utiliuse and Client each acknowledge additional product and services not detailed or described herein may be required to complete the Work. Either Party may initiate a request to modify, add or remove additional product or services. No additional or removed product or service will be inclusive unless upon written amendment to this Agreement duly executed by an authorized representative from both Parties. Unless included as an optional/supplemental item within Exhibit A or otherwise agreed upon, all additional product or services rendered will be quoted at current market values at the time of request.
9. OWNERSHIP.
  - 9.1. Utiliuse Materials. Utiliuse or its suppliers shall retain all right, title and interest (including but not limited to copyright, trademark, patents, and other proprietary or intellectual property rights) in the Utiliuse Confidential Information and Utiliuse Proprietary Materials (excluding Client Work Product, Client Data and Client Confidential Information).
  - 9.2. Client Materials. The Client shall retain all right, title and interest (including copyright and other proprietary or intellectual property rights) in the Client Work Product, Client Confidential Information and Client Data. Utiliuse may access Client Data only to respond to AMI services or technical problems or at the Client's request, and for the purposes of hosting such Client Data in connection with the provision of

the AMI Services to the Client. Without limiting the generality of the foregoing, Utiliuse agrees that information and data on how the AMI Services are used by Client (such as, but not limited to, benchmarking data, usage patterns and roles) constitute Client Confidential Information and may only be used by Utiliuse to improve the delivery of AMI Services for Client, and may not be used for other purposes, and may not be distributed, transferred in detail or summary form to any third party without the express written consent of Client.

10. CONFIDENTIAL INFORMATION.

- 10.1. To the extent disclosure is not required by applicable law, each party shall hold the other party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties other than to consultants or contractors, subject to similar terms of confidentiality, when disclosure is necessary for the purposes set forth herein, nor use the other party's Confidential Information for any purpose other than the purposes set forth under this Agreement. The foregoing restrictions on disclosure shall not apply to information which is: (i) already known by the recipient, (ii) becomes, through no act or fault of the recipient, publicly known, (iii) received by recipient from a third party without a restriction on disclosure or use, (iv) independently developed by recipient without reference to the other party's Confidential Information, or (v) is a public record under applicable laws, which shall control, subject to the terms of this Section. Subject to the Oklahoma Open Records Act, the Client will maintain the confidentiality of all Utiliuse Confidential Information, and Utiliuse will maintain the confidentiality of all Client Confidential Information, with each party taking all reasonable precautions to protect the same, at a minimum taking those precautions used to protect its own Confidential Information from unauthorized use or disclosure. All Client Data shall be deemed Client Confidential Information for purposes of this Agreement and the protections and requirements set forth herein.
- 10.2. The Client acknowledges that Utiliuse may use products, materials, or methodologies proprietary to Utiliuse. The Client agrees that Utiliuse's provision of services under this Agreement shall not be grounds for the Client to have or obtain any rights in such proprietary products, materials, or methodologies unless the parties have executed a separate written agreement with respect thereto. Utiliuse, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the Client as confidential and shall not disclose any such information to a third party without the prior written approval of the Client. Subcontractors and affiliates of Utiliuse who need to know the Confidential Information to perform the Services shall not be considered third party for purposes of this Section.
- 10.3. Unauthorized Access. Utiliuse shall store and maintain Client Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt Client Information in any way. Utiliuse shall notify the Client immediately if the security or integrity of any Client information has been compromised or is believed to have been compromised, in which event, Utiliuse shall, in good faith, use all commercially reasonable efforts to cooperate with the Client in identifying what information has been accessed by unauthorized means and shall fully cooperate with the Client to protect such information from further unauthorized disclosure.

11. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

- 11.1. Utiliuse represents, warrants and covenants as follows:
  - A. Utiliuse has the right to enter into this Agreement and perform in accordance with the terms of this Agreement, and such actions do not violate any third-party agreement or other obligation by which Utiliuse is bound.
  - B. Utiliuse is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement, except where the failure to be so qualified, in the aggregate, would not reasonably be expected to adversely affect its ability to perform its obligations under this Agreement.
  - C. Utiliuse has the full right, corporate power and authority to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement.

D. The execution of this Agreement by Utiliuse's representative herein has been duly authorized by all necessary corporate action of Utiliuse.

12. COMPLIANCE WITH LAWS.

- 12.1. Utiliuse Compliance with Laws. Utiliuse will perform their respective obligations under this Agreement in a manner that complies with all Laws: (i) applicable to Utiliuse's respective business and activities, including Laws of any country or jurisdiction from which or through which Utiliuse provides the product or services; and (ii) applicable to Client and Client's affiliates. "Laws" shall include and refer to any and all federal (national), state, provincial, municipal or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, and any and all directives of regional legislative and regulatory bodies and implementing legislation, as well as rules and regulations of any self-regulatory organization by which any party may be bound.
- 12.2. Client Compliance with Laws. Client will perform its obligations under this Agreement in a manner that complies with all Laws applicable to Client's business, activities, and facilities. "Laws" shall include and refer to any and all federal (national), state, provincial, municipal or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, and any and all directives of regional legislative and regulatory bodies and implementing legislation, as well as rules and regulations of any self-regulatory organization by which any party may be bound.

13. WARRANTIES.

- 13.1. Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND TO THE EXTENT PERMITTED UNDER OKLAHOMA LAW, THE SERVICES AND SOFTWARE ARE PROVIDED BY UTILIUSE ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; provided; however any such warranties received by Utiliuse from its suppliers shall be passed on to Client.
- 13.2. Utiliuse warrants that the services provided by Utiliuse will be performed in a professional and workmanlike manner with a degree of care, skill and competence that is consistent with the then generally accepted industry standards reasonably expected of similar types of engagements and the deliverables herein this Agreement will substantially conform to the deliverables specified in the applicable Exhibits and Appendices hereto through the term of the Agreement.
- 13.3. Limitations. Unless otherwise expressly provided herein and to the extent permitted under Oklahoma law, neither Utiliuse nor any of its service providers, licensors, employees or agents warrant that the operation of the services will be uninterrupted or error free. Further, neither Utiliuse nor its suppliers, licensors, employees or agents will be responsible for (i) lost revenue, including revenue lost from third parties, persons, or entities, such as bills for electricity, lighting, gas, or water consumption; (ii) any In/Out Costs, where "In/Out Costs means any and all costs and expense incurred by Client in transporting goods between its warehouse and its end user's premises and any and all costs and expenses incurred in installing, uninstalling, and removing goods; and (iii) any manual meter reading costs and expenses.
- 13.4. Standard Manufacturer Warranty. Standard manufacturer product warranties shall apply to all product(s) furnished under this Agreement. Utiliuse and/or their supplier agrees to provide a repaired or replacement meter free of charge, including no charge for freight delivery back to the Client for any meter returned within the warranty provisions.
- 13.5. Meter Services Warranty. Utiliuse warrants the quality of workmanship and services provided herein to be reasonably free from defects within twenty-four linear inches downstream (customer side) of the meter connection for a period of thirty (30) days from the date of meter exchange.
- A. Meter Services Warranty is only applicable to the services rendered during the time of meter exchange and only applicable if the failure is reasonably evident of a faulty meter exchange service provided by Utiliuse or its subcontractor.

- B. Utiliuse does not warrant defective product(s) or materials including but not limited to the utility meter, piping, meter couplings, curb stops, shut off valves, meter risers, meter setters, meter boxes or meter box lids, conduit, wire or wire nuts, or other similar materials (the "Materials") used to complete the meter exchange service. Such products will be subject to the manufacturer(s) product warranty. All product warranty concerns will be facilitated through Utiliuse with the appropriate product supplier(s) or manufacturer(s).
- C. Utiliuse does not warrant pre-existing conditions; service line damage(s) resulting from non-approved materials or the service line is not up to code compliance; or damage(s) due to age or instability of galvanized lines on either the distribution or consumer side.
- D. Meter Services Warranty does not include defects as a result of tampering, vandalism, negligence, and/or "Acts-of-God".
- E. Client shall notify Utiliuse of any warrantable concern(s) within five (5) business days of Client becoming aware of suspect failure.
- F. Client acknowledges Utiliuse is unable to determine some pre-existing plumbing conditions, including but not limited to pipe condition, debris or hard water buildup in plumbing lines, unstable or faulty plumbing connections or plumbing fixtures, or water pressure, etc. Due to the unknown condition(s), Utiliuse does not warrant against damage(s) or defect(s) to plumbing, household fixtures, water heaters, water softening or filtration systems, Sloan valves, appliances, water pressure, or other related appurtenances which rely on the utility services provided by Client.
- G. Utiliuse reserves the right to inspect the project worksite prior to performing any work to determine the best course of action to correct the warranty concern. If such inspection is not indicative of Utiliuse's faulty workmanship, Utiliuse, at its sole discretion, may invoice Client for reasonable time and expense incurred to inspect the worksite. Utiliuse will not be held responsible for any unauthorized repair(s) performed by Client, Client's resident or business customer, or any third-party repair company.

14. LIMITATIONS AND DISCLAIMERS OF LIABILITY. DISCLAIMER OF CERTAIN DAMAGES. TO THE EXTENT PERMITTED UNDER OKLAHOMA LAW, IN NO EVENT SHALL ANY PARTY HAVE ANY LIABILITY TO THE OTHER PARTY HERETO FOR ANY LOST PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF USE, COSTS OF COVER, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT, WARRANTY OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS LIMIT OF LIABILITY SHALL NOT APPLY TO: (1) DAMAGES CAUSED BY UTILIUSE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (2) UTILIUSE'S OBLIGATIONS TO INDEMNIFY AND DEFEND CLIENT UNDER THIS AGREEMENT, OR (3) WRONGFUL DEATH CAUSED BY UTILIUSE.

15. INDEMNIFICATION.

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

personal injuries, death or damage to tangible personal and real property caused by the negligence or willful misconduct of Client, its employees, contractors or agents other than Utiliuse; (ii) relating to or arising out of Client's failure to comply with applicable law; and (iii) relating to or arising out of Client's breach of its confidentiality obligations hereunder.

16. FORCE MAJEURE. Neither party shall be held liable for delay in fulfilling or failure to fulfill its obligations under this Agreement, if such delay or failure is caused by events beyond the reasonable control of such party, including, without limitation, natural calamity, acts of God, terrorist events, pandemic, epidemic, or delays in product shipment caused by any of the preceding events, provided payment obligations for work completed by Utiliuse under this Agreement shall not be so excused. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this Agreement.
17. SUSPENSION OF WORK. Except in the event of force majeure pursuant to Section 16, and notwithstanding anything to the contrary contained herein, in the event of prolonged (longer than 2 weeks) or indefinite delays or suspension caused solely by Client, Utiliuse may, at its discretion and upon written notice to Client and an opportunity to cure within one week following receipt of notice, elect to remove Utiliuse assets including but not limited to personnel, equipment, storage and disposal facilities, product and materials from the Project worksite. Client agrees to pay for actual costs incurred by Utiliuse resulting from but not limited to loss of payroll/subcontractor compensation, contracted or broken lease fees, demobilization and remobilization fees. Should the Client elect to suspend or postpone indefinitely any portion of the services requested, Utiliuse may demobilize all staff, subcontractors, and/or facilities until such suspension has been lifted or Agreement termination. Notwithstanding, a temporary suspension shall not constitute a breach in contract if such suspension has been notified to Utiliuse in accordance with this section.
18. TERMINATION.
  - 18.1. Default. As provided in this Agreement, and otherwise in the event a Party hereto breaches this Agreement and such breach is not cured during the Cure Period (defined below), if applicable, the non-breaching Party may terminate this Agreement by providing no less than sixty (60) business days' prior written notice of termination (the "Termination Period") to the other Party.
  - 18.2. Breach. Subject to the terms herein, either party may terminate this Agreement for breach of duty, obligation or warranty upon exhaustion of all remedies set forth herein.
  - 18.3. In the event of such termination, all Work shall be suspended as provided in the termination instruction. Client shall pay Utiliuse pursuant to the terms herein for all product and services rendered prior to and through the effective date set forth in the notice of termination.
  - 18.4. Upon termination of this Agreement for any reason, Utiliuse shall provide the Client with copies of all completed or partially completed documents prepared under this Agreement contemporaneously with the Client making a final payment to Utiliuse in the amount (a) consistent with services rendered as of the date of termination, including such subscription services Utiliuse has contracted for in fulfillment of the terms of this Agreement, *plus* (b) amounts incurred by Utiliuse to demobilize and orderly conclude open matters/invoices. In the event Utiliuse has received access to Client information or data as a requirement to perform services hereunder, Utiliuse shall return all Client provided data to the Client in a machine-readable format or other format deemed acceptable to the Client, in the Client's reasonable discretion.
  - 18.5. Cure Period. As used in this Agreement, "Cure Period" means a period a of forty-five (45) days after receipt by a breaching Party of written notice from the non-breaching Party that this Agreement has been breached; in the event that that any particular breach cannot be reasonably cured within such a period, provided the party in breach is exerting good faith efforts to cure the breach, the period shall toll for so long as such efforts continue at the approval of the non-breaching Party. No Cure Period shall be permitted if a Party to this Agreement is found to have already breached this Agreement three (3) times.
19. INFORMAL DISPUTE RESOLUTION. Except in the event of termination pursuant to Section 18, if either Utiliuse or Client has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the Parties shall first attempt to resolve the matter through this dispute resolution process. The disputing Party shall notify the other Party in writing as soon as

practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the Party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both Parties shall commence the resolution process and make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the Parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the Parties shall submit the matter to non-binding mediation within Cleveland County or contiguous counties, Oklahoma. The mediator shall be agreed to by the Parties. If the Parties cannot agree on a mediator, each Party shall select a mediator and the mediators selected by the Parties shall select a mediator to mediate the dispute. Each Party shall be liable for its own expenses, including attorney's fees; however, the Parties shall share equally in the costs of the mediation. If the Parties cannot resolve the dispute through mediation, then either Party shall have the right to exercise any and all remedies available under law regarding the dispute. Notwithstanding the fact that the Parties may be attempting to resolve a dispute in accordance with this informal dispute resolution process, the Parties agree to continue without delay all of their respective duties and obligations under this Agreement not affected by the dispute. Either Party may, before or during the exercise of the informal dispute resolution process set forth herein, apply to a court within the State of Oklahoma having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests.

20. **NOTICES.** All notices permitted or required to be given by either Party under this Agreement to the other shall be in writing through each Party's authorized representative(s) as follows:

**If to Utiliuse:**

Thirkettle Corporation  
DBA Utiliuse  
Attn: Christopher Newville  
16914 Alamo Parkway, Building 2  
Selma, TX 78154  
Email: chris.newville@utiliuse.com

**If to Client:**

Norman Utilities Authority  
Attn: Nathan Madenwald, Utilities Engineer  
225 N Webster Avenue / PO Box 370  
Norman, OK 73069 / 73070  
Email: nathan.madenwald@normanok.gov

Any such notice shall be deemed to have been properly served if delivered in person or by mail, fax or email to the address of the representative designated above. The date of such notice shall be the date on which it is actually received by the Party to whom it is addressed.

21. **AGREEMENT AUTHORIZED.** Each party represents to the other party that: (i) it has the power and authority to execute and deliver this Agreement and perform its obligations hereunder; (ii) the execution, delivery, and performance of this Agreement has been duly approved and authorized by it; and (iii) the execution and delivery of, and performance by, such party of this Agreement does not and will not, directly or indirectly, (iv) require the consent, approval, or action of, or any filing or notice to (collectively, "Consents"), any corporation, firm, person or other entity or any public, governmental or judicial authority, which Consents have not already been obtained, (v) violate the terms of any instrument, document or agreement to which it is a party, or by which it is bound, or be in conflict with, result in a breach of or constitute (upon the giving of notice or lapse of time or both) a default under any such instrument, document or agreement, or (vi) violate any order, writ, injunction, decree, judgment, ruling, law rule or regulation of any federal, state, county, municipal, or foreign court or governmental authority applicable to it.
22. **INDEPENDENT CONTRACTOR.** The relationship of the Utiliuse to Client is that of an independent contractor, and this Agreement shall not create any joint venture, partnership, or similar relationship. Neither party shall

represent itself as an agent or employee of the other party. Further, Utiliuse expressly warrants and represents that they alone are exclusively responsible for all terms and conditions of employment, including the compensation, of any and all personnel whom Utiliuse assigns to perform any of the services contemplated by this Agreement. Utiliuse further expressly represents and warrants that it maintains all applicable and required insurance (including workers compensation insurance) with respect to such personnel and that in no event shall Client be liable to any Utiliuse employee for any of the terms and conditions of their employment.

23. CONFLICTS OF INTEREST. Utiliuse hereby warrants to the Client that Utiliuse has made full disclosure in writing of any existing or potential conflicts of interest related to Utiliuse's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Utiliuse hereby agrees immediately to make full disclosure to the Client in writing.
24. REMEDIES. Except for remedies specifically designated as exclusive, no remedy conferred by the Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.
25. SEVERABILITY. If any term, provision or part of the Agreement is to any extent held invalid, void or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be impaired or affected thereby, and each term, provision, and part shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.
26. SUCCESSORS. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns (if such assignment was properly made pursuant to this Agreement).
27. ASSIGNMENT. Utiliuse may not assign any of their respective rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party, including any assignment or transfer in connection with a merger, reorganization, or sale of all or substantially all of the assets or equity of such party. Any attempted assignment in breach of this Section shall be void and constitute a breach of this Agreement. This Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
28. NONWAIVER. Any failure or delay by any party to exercise or partially exercise any right, power or privilege hereunder shall not be deemed a waiver of any of the rights, powers or privileges under this Agreement. The waiver by either party of a breach of any term, condition or provision of this Agreement shall not operate as, or be construed as, a waiver of any subsequent breach thereof.
29. ENTIRETY OF AGREEMENT. This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Client and Utiliuse, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement, understandings, negotiations, and proposals, whether written or oral, formal or informal between the parties, is hereby declared null and void to the extent in conflict with any provision of this Agreement. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Client shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Utiliuse. Any goods, software or services delivered or provided in anticipation of this Agreement under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.
30. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma.
31. FORUM SELECTION. The Parties agree that any action to interpret or enforce this Agreement shall be brought and maintained only in the courts located within Cleveland County, Oklahoma. The Parties consent to the



exclusive jurisdiction of such courts and waives any objection either Party might otherwise have to jurisdiction and venue in such courts and Parties consent to service of process out of said State of Oklahoma by regular U.S. mail to each Party or any other method of service permitted by such courts.

32. DEFINITIONS.

- 32.1. "Advanced Metering Infrastructure System" is an integrated system of smart meters, communications networks, and data management systems that enables two-way communication between the Client and the customer's meter.
- 32.2. "Sensus Software-as-a-Service and Spectrum Lease Agreement" is an agreement between the Client and Sensus USA, Inc. ("Sensus" including but not limited to the use of the Sensus FlexNet System, Sensus Analytics Software-as-a-Service ("SaaS"), Spectrum License Lease, and Support Standards.
- 32.3. Sensus "Software-as-a-Service ("SaaS") means a software distribution model in which Sensus USA, Inc. hosts the Sensus Analytics software in a secure cloud environment and makes available to customers over the Internet.
- 32.4. "Software" means the computer software described as such in the Sensus Agreement, in machine-readable form only, as well as any updates which may be provided pursuant to the terms of this Agreement.
- 32.5. "Confidential Information" means documents, data, work product and any other sources of information designated as confidential in writing by Client or Utiliuse, as applicable, and any other information that a party should reasonably know is confidential in light of the circumstances surrounding its disclosure.
- 32.6. "Utiliuse Confidential Information" means the Utiliuse Proprietary Materials and any other Utiliuse owned or licensed information or material that Utiliuse designates in writing as confidential.
- 32.7. "Utiliuse Proprietary Materials" mean (i) Software and all computer programs, Documentation, products, forms, tools, methodologies, processes and procedures which were developed and owned by Utiliuse or its subcontractors prior to the Effective Date or which are developed during the term of the Agreement by Utiliuse staff (including employees and subcontractors), expressly excluding any Client Work Product; and (ii) any modifications thereof and derivative works based thereon.
- 32.8. "Client Confidential Information" means the Client Data, Client Proprietary Materials, and any other Client owned or licensed information or material that is designated in writing by Client as proprietary and confidential, or that Utiliuse should reasonably know is confidential in light of the circumstances surrounding its disclosure.
- 32.9. "Client Data" means any or all of the following, and all copies thereof, regardless of the form or media in which such items are held: (i) Confidential Information of Client, including, but not limited to, Personally Identifiable Information; (ii) data and/or information provided or submitted by or on behalf of Client or any Client Affiliate to Utiliuse regardless of whether considered Confidential Information; and (iii) data and/or information stored, recorded, processed, created, derived or generated by Utiliuse as a result of and/or as part of the Services, regardless of whether considered Confidential Information.

**[The remainder of this page left blank intentionally.]**

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

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

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

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

THIRKETTLE CORPORATION  
DBA Utiliuse  
4050 Flat Rock Drive  
Riverside, CA 92505

Norman Utilities Authority  
225 N Webster Avenue  
Norman, OK 73069

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Christopher Newville  
\_\_\_\_\_  
Name (Printed or Typed)

Larry Heikkila  
\_\_\_\_\_  
Name (Printed or Typed)

Manager  
\_\_\_\_\_  
Title

Chairman  
\_\_\_\_\_  
Title

Apr 5, 2024  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

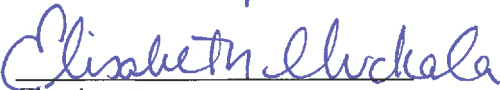
ATTEST:

ATTEST:

  
Tommy Thirkettle (Apr 5, 2024 09:58 HST)  
\_\_\_\_\_  
Title: President/CEO

\_\_\_\_\_  
Title: City Clerk

REVIEWED as to form and legality this 5 day of April, 2023

  
\_\_\_\_\_  
City Attorney


# MSA Aqua-Metric\_Norman, OK (FINAL 04-04-2024)

Final Audit Report

2024-04-05

Created:	2024-04-05
By:	Chris Newville (chris.newville@aqua-metric.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZP8Cs8QGFTVPyL0T8zuSt8nK4ijQWvTk

## "MSA Aqua-Metric\_Norman, OK (FINAL 04-04-2024)" History

-  Document created by Chris Newville (chris.newville@aqua-metric.com)  
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Signature Date: 2024-04-05 - 7:48:14 PM GMT - Time Source: server- IP address: 72.131.208.142
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-  Agreement completed.  
2024-04-05 - 7:58:24 PM GMT