

## ANNUAL SERVICES AGREEMENT

This Annual Services Agreement (the “Agreement”) is made by and between Thirkettle Corporation dba Aqua-Metric Sales Company, a California corporation, having its principal location at 4050 Flat Rock Drive, Riverside, CA 92505 (“Aqua-Metric”) and City of Sanger, having its principal location at 502 Elm St., Sanger, TX 76266 (the “Client”). Aqua-Metric and Client are each referred to individually as “Party” or collectively as the “Parties”. The Parties agree as follows:

### RECITALS

- A. Aqua-Metric has been engaged by Client to provide (a) Sensus Regional Network Interface (“RNI”) and Sensus Analytics Software-as-a-Service (collectively the “SaaS Services”) hosted services required for the daily operation of the FlexNet System; and (b) Aqua-Metric Value Added Reseller Support services (the “Support Services”) for the infrastructure and software.
- B. Aqua-Metric agrees to, in accordance with the terms of this Agreement, perform the services and supply the goods as described in the attached Exhibits and Appendices (the “Work”), which is attached hereto and made a part hereof for all purposes. This Agreement shall include the following:
  - i. This Annual Services Agreement
  - ii. Exhibit A: Annual Pricing
  - iii. Exhibit B: Support Standards

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

- 1. **TERM.** This Agreement shall commence on July 5, 2022 (the “Effective Date”) and shall extend for five (5) years unless terminated earlier in accordance within the provisions of this Agreement. This Agreement may automatically renew for additional one (1) year terms unless terminated pursuant to the terms hereunder.
- 2. **SERVICES.**
  - 2.1. This Agreement sets forth the annual SaaS Services, terms, and/or conditions billed by Aqua-Metric to Client on an annual recurring basis beginning on the first anniversary from the date the first year SaaS Services fees have been invoiced by Aqua-Metric to Client. For clarity, Aqua-Metric will invoice first year SaaS Services fees concluding the RNI commissioning and Client shall pay for the first year SaaS Services fees within the terms and conditions as defined in the Thirkettle Corporation Master Services Agreement (the “Master Agreement”). The annual fees outlined in Exhibit A hereto represent the second year fees.
- 3. **PRICING AND PAYMENT.** Subject to the provisions of this Agreement, Client shall pay Aqua-Metric for the annual SaaS Services and Support Services fees (the “Annual Services”) in the amount set forth herein Exhibit A.
  - 3.1. Aqua-Metric shall automatically invoice Client for payment within sixty (60) days prior to the anniversary date of implementation. Client shall issue payment within thirty (30) days of receipt of invoice. Aqua-Metric reserves the right to issue late fees to Client for past due amounts at a maximum rate of 1% of the invoice total for each additional day past due.
  - 3.2. Annual Services shall automatically renew each year on the anniversary of the implementation date and will continue through the duration of Client’s continued use of the Annual Services. Annual Services will incur an automatic three percent (3%) annual increase to the antecedent fee for service.
  - 3.3. In the event Client wishes to discontinue the Annual Services, Client shall provide Aqua-Metric written notification pursuant to Section 13 prior to the subsequent annual invoice; at which time Aqua-Metric’s Annual Services shall cease pursuant to Section 5. Client’s failure to give Aqua-Metric notice prior to renewal will result in automatic renewal and Client agrees to pay for subsequent Annual Services.
  - 3.4. All pricing and payments shall be in US currency.

- 3.5. Non-Appropriation Clause. Client shall use best efforts to obtain an appropriation in the full amount of each subsequent annual payment required under this Agreement, including the submission of budget requests each year that are sufficient to cover Client's payment obligations for each subsequent fiscal year. In the event no funds are appropriated for subsequent years under this Agreement, Client may terminate this Agreement pursuant to Section 13.1.
4. 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. Aqua-Metric 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 product or service will be inclusive unless upon written amendment to this Agreement duly executed by an authorized representative from both Parties. Unless otherwise agreed upon, all additional product or services rendered will be quoted at current market values at the time of request.
5. SUSPENSION OF SERVICE.
  - 5.1. In the event Client fails to pay Aqua-Metric for any invoices within forty-five (45) days from the date of invoice, Aqua-Metric may, in its sole discretion, withhold or suspend the services until Client has paid any past due invoiced amounts or seek termination pursuant to Section 13.2 of this Agreement. Client shall be responsible for applicable service fees, including late fees and early termination fees incurred for early termination. In the event of suspension or termination, Client acknowledges and agrees Aqua-Metric and/or Sensus will not be held responsible to diagnose, troubleshoot, update, repair, or replace any software previously purchased by Client. Client will be responsible for the purchase of hardware, software Updates or Upgrades, or hourly support and maintenance fees described in Exhibit B.
6. OWNERSHIP.
  - 6.1. Aqua-Metric Materials. Aqua-Metric or its suppliers shall retain all right, title and interest (including but not limited to copyright and other proprietary or intellectual property rights) in the Aqua-Metric Confidential Information, the Aqua-Metric Proprietary Materials (excluding Client Work Product, Client Data and Client Confidential Information).
  - 6.2. 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. Aqua-Metric 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, Aqua-Metric 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 Aqua-Metric 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.
7. CONFIDENTIAL INFORMATION.
  - 7.1. 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 Texas Public Records Act, the Client will maintain the confidentiality of all Aqua-Metric Confidential Information, and Aqua-Metric 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.

- 7.2. The Client acknowledges that Aqua-Metric may use products, materials, or methodologies proprietary to Aqua-Metric. The Client agrees that Aqua-Metric'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. Aqua-Metric, 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 Aqua-Metric who need to know the Confidential Information to perform the Services shall not be considered third party for purposes of this Section.
- 7.3. Unauthorized Access. Aqua-Metric 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. Aqua-Metric 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, Aqua-Metric 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.

## 8. COMPLIANCE WITH LAWS

- 8.1. Aqua-Metric Compliance with Laws. Aqua-Metric will perform its obligations under this Agreement in a manner that complies with all Laws: (i) applicable to Aqua-Metric and Aqua-Metric's business, activities, Aqua-Metric's facilities and the provision of Services hereunder, including Laws of any country or jurisdiction from which or through which Aqua-Metric provides the Services or obtains resources or personnel to do so; 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, including the Laws of each and every jurisdiction applicable to Client, Aqua-Metric, this Agreement and the performance of the Services.
- 8.2. 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.
- 8.3. CONFLICTS OF INTEREST. Aqua-Metric hereby warrants to the Client that Aqua-Metric has made full disclosure in writing of any existing or potential conflicts of interest related to Aqua-Metric's services under this Agreement and will file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at [www.ethics.state.tx.us](http://www.ethics.state.tx.us) In the event that any conflicts of interest arise after the Effective Date of this Agreement, Aqua-Metric hereby agrees immediately to make full disclosure to the Client in writing.
- 8.4. ANTI-ISRAEL BOYCOTT PROVISION. Aqua-Metric certifies that it is not currently engaged in and agrees for the duration of the Agreement not to engage in a boycott of Israel.
- 8.5. ANTI-ENERGY BOYCOTT PROVISION. Aqua-Metrics certifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract, as those terms are defined by Chapter 2274, Government Code.
- 8.6. ANTI-FIREARM BOYCOTT PROVISION. Aqua-Metrics certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

will not discriminate during the term of this contract against a firearm entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code.

- 8.7. FOREIGN TERRORIST. Aqua-Metrics certifies it will not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of Sanger.

## 9. LIMITED WARRANTIES, REPRESENTATIONS AND COVENANTS

### 9.1. Aqua-Metric represents, warrants and covenants as follows:

- a. Aqua-Metric 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 Aqua-Metric is bound.
- b. Aqua-Metric 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. Aqua-Metric 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 Aqua-Metric's representative herein has been duly authorized by all necessary corporate action of Aqua-Metric.

## 10. DISCLAIMER OF WARRANTIES.

- 10.1. DISCLAIMER. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND SOFTWARE ARE PROVIDED BY AQUA-METRIC 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 Aqua-Metric from its suppliers shall be passed on to Client.
- 10.2. Aqua-Metric warrants that the services provided by Aqua-Metric 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.
- 10.3. Limitations. Unless otherwise expressly provided herein, neither Aqua-Metric nor any of its service providers, licensors, employees or agents warrant that the operation of the Services will be uninterrupted or error free. Aqua-Metric will not be responsible for any damages that Client may suffer arising out of use, or inability to use, the Services.

## 11. LIMITATIONS AND DISCLAIMERS OF LIABILITY.

- 11.1. DISCLAIMER OF CERTAIN DAMAGES. IN NO EVENT SHALL ANY PARTY HAVE ANY LIABILITY TO THE ANOTHER 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.

## 12. INDEMNIFICATION.

- 12.1. Aqua-Metric's Obligation. Aqua-Metric 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 Aqua-Metric, its employees, or agents; (iii) relating to or arising out of Aqua-Metric's failure to comply with applicable law; and (iv) relating to or arising out of Aqua-Metric's breach of its confidentiality obligations hereunder. "Client Indemnitee" shall mean Client, and its respective officers, directors, employees, agents, successors and assigns.

- 12.2. Aqua-Metric's Obligation. Aqua-Metric shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project. A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project shall be provided to Client
- 12.3. Aqua-Metric's Obligation. Aqua-Metric shall provide General Public Liability and Property Damage Insurance including vehicle coverage issued to the Aqua-Metric and protecting Client from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this agreement whether such operations be by Aqua-Metric or by any subcontractor or anyone directly or indirectly employed by the Aqua-Metric or by a subcontractor. The insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident.
- 12.4. Client Obligation. To the extent allowed by the laws of the State of Texas, Client shall defend, indemnify and hold Aqua-Metric harmless from any and all losses, costs, fines, penalties, damages and other amounts (including reasonable attorney fees) incurred by, assessed against or imposed on Aqua-Metric 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 Aqua-Metric; (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.

### 13. TERMINATION.

- 13.1. Non-Appropriation of Funds. In the event no funds are appropriated by Client in any given fiscal year, Client may terminate this Agreement upon one-hundred twenty (120) days' written notice to Aqua-Metric. Should Client elect to terminate this Agreement, Client acknowledges that; (a) Client shall pay all applicable fees, including any unpaid SaaS Services and Support Services fees due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual fees due in the current calendar year; and (b) access to the SaaS Services and Support Services shall immediately cease. If Client elects to terminate the RNI hosted environment but does not terminate the Agreement generally, then upon delivery of the notice to Aqua-Metric, Client shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Aqua-Metric's then-current pricing. No portion of the annual fees shall be applied to the purchase of the RNI hardware or software license.
- 13.2. Breach. Subject to the terms herein, either party may terminate this Agreement for breach of duty, obligation or warranty; provided, 1) breach is not a result of one of the events defined in Section 23, 2) breach is not cured within the Cure Period hereunder Section 13.4 with such period being extended as necessary for the breaching Party to have a reasonable amount of time to cure, provided the breaching Party begins to cure such breach or violation within the Cure Period and diligently pursues completion of the same, and 3) the breaching Party shall have reasonable time in addition to such Cure Period to cure such breach within the Cure Period and diligently pursues such cure.

- 13.3. Duties and Obligations of the Parties. In the event that this Agreement is terminated prior to the Expiration Date, the Client shall pay Aqua-Metric for services actually rendered up to the effective date of termination and Aqua-Metric shall continue to provide the Client with services requested by the Client and in accordance with this Agreement up to the effective date of termination. Upon termination of this Agreement for any reason, Aqua-Metric 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 Aqua-Metric in the amount consistent with services rendered as of the date of termination, including such subscription services the Aqua-Metric has contracted for in fulfillment of the terms of this Agreement. In the event Aqua-Metric has received access to Client information or data as a requirement to perform services hereunder, Aqua-Metric 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.
- 13.4. Cure Period. As used in this Agreement, "Cure Period" means a period 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; provided, however, no Cure Period shall be permitted if a Party to this Agreement is found to have already breached this Agreement three (3) times.
14. INFORMAL DISPUTE RESOLUTION. Except in the event of termination pursuant to Section 13, if either Aqua-Metric 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 in within the county seat of Denton County, Texas. 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 having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests.
15. JURISDICTION AND VENUE. This Agreement has been executed and delivered in the State of Texas and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of Texas. Both parties further agree that Denton County, Texas, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.
16. MODIFICATIONS, AMENDMENTS OR WAIVERS. No modifications or amendments to the Agreement, and no waiver of any provisions hereof shall be valid unless in writing signed by duly authorized representatives of the parties.
17. NONWAIVER. Any failure or delay by either 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.
18. NOTICES. Except as otherwise provided in the Agreement, all notices or other communications hereunder shall be deemed to have been duly given when made in writing and delivered in person or mailed, postage

prepaid, by first class, certified or registered mail, by messenger or courier, and addressed as provided below. The address to which the notice(s) or communications may be given by either party may be changed by notice given by such party to the other pursuant to this Section or by other form of notice agreed to by the parties. 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 Aqua-Metric:**

Thirkettle Corporation  
DBA Aqua-Metric Sales Company  
Attn: Christopher Newville  
16914 Alamo Parkway, Building 2  
Selma, TX 78154  
Email: [chris.newville@aqua-metric.com](mailto:chris.newville@aqua-metric.com)

**If to Client:**

City of Sanger  
Attn: John Noblitt  
502 Elm St., PO Box 1729  
Sanger, TX, 76266

19. **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.
20. **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.
21. **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).
22. **AUTHORIZED REPRESENTATIVE.** 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.
23. **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 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.
24. **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 Aqua-Metric, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

25. **ASSIGNMENT.** Aqua-Metric 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 Client shall have the right to terminate this Agreement as set forth herein. This Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

26. **DEFINITIONS.**

- a. "Confidential Information" means documents, data, work product and any other sources of information designated as confidential in writing by Client or Aqua-Metric, as applicable, and any other information that a party should reasonably know is confidential in light of the circumstances surrounding its disclosure.
- b. "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 Aqua-Metric regardless of whether considered Confidential Information; and (iii) data and/or information stored, recorded, processed, created, derived or generated by Aqua-Metric as a result of and/or as part of the Services, regardless of whether considered Confidential Information.
- c. "Documentation" means all publications and documentation relating to the use or operation of the Products, Software and Services provided hereunder, such as reference, user, installation, systems administration and technical guides.
- d. "Fees" mean the Product Costs, Service fees and the SaaS Services fees.
- e. "Software" means the computer software described as such in the Sensus Inc. Agreement, in machine-readable form only, as well as any Updates which may be provided pursuant to the terms of this Agreement.
- f. "Subscription Services" mean the hosting and software services performed by Sensus Inc. and Aqua-Metric.
- g. "Subscription Services Fees" means the fees for Client's continued use of the RNI or Sensus Analytics.
- h. "Support Services" means the annual maintenance and support services provided by Aqua-Metric and Sensus.
- i. "Support Services Fees" means the fees for Client's use of the Support Services.
- j. "Training" means the instructional training provided by Aqua-Metric to Client regarding access to and proper use and operation of the software and services.
- k. "Updates" means minor enhancements, improvements, patches or modifications released to improve performance or fix errors in previous versions of software applications developed by Sensus or third-party developers.
- l. "Upgrade" means a release of the software or a change to the existing software and/or hardware containing major new features, functionality and/or performance improvements that would enable the existing software and/or hardware configuration to perform to the level of the next version of the software and/or hardware configuration and is designed to replace the older software and/or hardware version of the same product and/or extend the useful life of that product.

[Signature page on following page]



27. 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 AQUA-METRIC (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 AQUA-METRIC SALES COMPANY  
4050 Flat Rock Drive  
Riverside, CA 92505

City of Sanger  
502 Elm St.  
Sanger, TX 76266

  
\_\_\_\_\_  
Signature

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

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

June 23, 2022  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT A  
ANNUAL PRICING**



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

June 20, 2022

**Quote for:** City of Sanger, Texas  
**Attention:** Jim Bolz, Public Works Director  
**Address:**  
**City, State, Zip:**  
**Phone:** (940) 458-2571  
**Email:** jbolz@sangertexas.org

Line No.	Item	Quantity	Unit	Extended
<b>Sensus FlexNet AMI System - Years 2-5</b>				
<b>Recurring Annual Fees: SaaS Software Hosting and Support - Year Two</b>				
	Annual Hosted RNI Software-as-a-Service, Water and Electric	1	\$17,932.91	\$17,932.91
	Annual Sensus Analytics Enhanced, Water Only	1	\$6,816.18	\$6,816.18
	Annual Sensus Analytics Enhanced, Electric Only	1	\$10,223.66	\$10,223.66
	Annual Sensus Analytics Text Messaging Fee (Optional)	1	\$994.21	\$994.21
	Annual Consumer Portal Core (Minimum 1500 Users)	1	\$8,285.06	\$8,285.06
	Annual Consumer Portal (Each Additional User > 1500)		\$2.85	
	Annual Consumer Portal Unlimited Text Message Block for 1,500 Users (Optional)	1	\$229.43	\$229.43
	Annual M400 Basestation Extended Warranty	2	\$1,641.09	\$3,282.18
	Annual Aqua-Metric Support	1	\$15,450.00	\$15,450.00
<b>Year Two Total:</b>				<b>\$63,213.63</b>
<b>Recurring Annual Fees: SaaS Software Hosting and Support - Year Three</b>				
	Annual Hosted RNI Software-as-a-Service, Water and Electric	1	\$18,470.90	\$18,470.90
	Annual Sensus Analytics Enhanced, Water Only	1	\$7,020.67	\$7,020.67
	Annual Sensus Analytics Enhanced, Electric Only	1	\$10,530.37	\$10,530.37
	Annual Sensus Analytics Text Messaging Fee (Optional)	1	\$1,024.04	\$1,024.04
	Annual Consumer Portal Core (Minimum 1500 Users)	1	\$8,533.61	\$8,533.61
	Annual Consumer Portal (Each Additional User > 1500)		\$2.94	
	Annual Consumer Portal Unlimited Text Message Block for 1,500 Users (Optional)	1	\$236.31	\$236.31
	Annual M400 Basestation Extended Warranty	2	\$1,690.32	\$3,380.64
	Annual Aqua-Metric Support	1	\$15,913.50	\$15,913.50
<b>Year Three Total:</b>				<b>\$65,110.04</b>
<b>Recurring Annual Fees: SaaS Software Hosting and Support - Year Four</b>				
	Annual Hosted RNI Software-as-a-Service, Water and Electric	1	\$19,025.03	\$19,025.03
	Annual Sensus Analytics Enhanced, Water Only	1	\$7,231.29	\$7,231.29
	Annual Sensus Analytics Enhanced, Electric Only	1	\$10,846.28	\$10,846.28
	Annual Sensus Analytics Text Messaging Fee (Optional)	1	\$1,054.76	\$1,054.76
	Annual Consumer Portal Core (Minimum 1500 Users)	1	\$8,789.62	\$8,789.62
	Annual Consumer Portal (Each Additional User > 1500)		\$3.03	
	Annual Consumer Portal Unlimited Text Message Block for 1,500 Users (Optional)	1	\$243.40	\$243.40
	Annual M400 Basestation Extended Warranty	2	\$1,741.03	\$3,482.06
	Annual Aqua-Metric Support	1	\$16,390.91	\$16,390.91
<b>Year Four Total:</b>				<b>\$67,063.35</b>
<b>Recurring Annual Fees: SaaS Software Hosting and Support - Year Five</b>				
	Annual Hosted RNI Software-as-a-Service, Water and Electric	1	\$19,595.78	\$19,595.78
	Annual Sensus Analytics Enhanced, Water Only	1	\$7,448.23	\$7,448.23
	Annual Sensus Analytics Enhanced, Electric Only	1	\$11,171.67	\$11,171.67
	Annual Sensus Analytics Text Messaging Fee (Optional)	1	\$1,086.40	\$1,086.40
	Annual Consumer Portal Core (Minimum 1500 Users)	1	\$9,053.31	\$9,053.31
	Annual Consumer Portal (Each Additional User > 1500)		\$3.12	
	Annual Consumer Portal Unlimited Text Message Block for 1,500 Users (Optional)	1	\$250.70	\$250.70
	Annual M400 Basestation Extended Warranty	2	\$1,793.26	\$3,586.52
	Annual Aqua-Metric Support	1	\$16,882.64	\$16,882.64
<b>Year Five Total:</b>				<b>\$69,075.25</b>

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

1. All quotes are subject to the Aqua-Metric Terms of Sale.
2. Quote is valid for thirty days.
3. Freight allowed on single orders exceeding \$10,000.00.
4. Net Thirty Days to Pay
5. Returned water product may be subject to a 25% restocking fee; Returned electric product is non-returnable due to its purchasing requirements.
6. Sales Tax and/or Freight charges are not included.
7. Minimum 5 year term for SaaS Model with Annual 3% price increase
8. Annual SaaS pricing based on 2,753 Electric Services and 3,474 Water Services