

SETTLEMENT AND RELEASE

AND REPLACEMENT AND INSTALLATION AGREEMENT

This AGREEMENT (the “Agreement”), dated and effective as of _____, 2025 (“Effective Date”), is by and between Sensus USA Inc., a Delaware corporation (“Sensus”) located at _____, Core & Main LP (“Distributor”) located at 4310 NW 10th Ave., Oakland Park, FL 33309, and the City of Hallandale Beach, FL (“City”) located at 400 S. Federal Highway, Hallandale Beach, FL 33009.

WHEREAS, the City purchased 5/8” x 3/4” and 1” Sensus accuSTREAM water meters with electronic registers (the “Meters”) pursuant to an Agreement dated _____, 2015, (the “Original Agreement”);

WHEREAS, a potential dispute arose between Sensus and the City regarding the Meters (the “Dispute”); and

WHEREAS, following good faith negotiations, Sensus, the Distributor, and the City have agreed to resolve the Dispute on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Sensus, Distributor, and the City hereby agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Agreement.
2. Replacement Meters.
 - a. Replacement Meters.
 - i. Sensus iPERL water meters, as outlined in this Section 2(a) will serve as replacements for the Meters purchased under the Original Agreement (collectively, the “Replacement Meters”). The Replacement Meters will be of like sizes as the Meters and provided to City by Sensus through Distributor and installed by Distributor’s subcontractor, VEPO Metering South, LLC.
 - ii. Within sixty (60) days of Agreement’s Effective Date, City agrees to purchase five hundred fifty (550) 5/8” x 3/4” Replacement Meters at a price of one hundred five U.S. dollars (\$105.00) each and one thousand one hundred (1,100) 1” Replacement Meters at a price of one hundred thirty-two U.S. dollars and ninety-nine cents (\$132.99) each. The City will procure the foregoing Replacement Meters through the Distributor. The Replacement Meters shall be delivered to the City within sixty (60) days of Sensus’ receipt of the applicable purchase order. The cost of the Replacement Meters includes the cost of installation, which shall be paid by Sensus and installed by Distributor utilizing VEPO Metering South, LLC.

- iii. Sensus will provide an additional one thousand five hundred (1500) 5/8" x 3/4" Replacement Meters at no charge to the City. For clarity and avoidance of doubt, the installation of these Replacement Meters will not be covered by Sensus or Distributor. These Replacement Meters shall be delivered to the City within sixty (60) days from the Agreement's Effective Date and will be physically segregated from the Replacement Meters identified in Section 2.a.ii above.

b. Warranty on Replacement Meters. Sensus' standard limited warranty attached hereto as **Exhibit A** will apply to all Replaced Meters and Replacement Meters.

c. The parties agree that time is of the essence in the provision and installation of the Replacement Meters and that delays to the foregoing may result in damages to the City.

d. Disposal of Replaced Meters. Upon replacement of the Meters with Replacement Meters by Distributor's subcontractor in the quantities identified in Section 2.a.ii. above (the five hundred fifty (550) 5/8" x 3/4" Meters and the one thousand one hundred (1,100) 1" Meters pulled from the ground by Distributor's subcontractor are identified as the "Replaced Meters"), Sensus will be responsible for the disposition of the Replaced Meters. Distributor will take possession of all Replaced Meters from City at City's designated location and arrange for disposition of all the Replaced Meters with Sensus no later than thirty (30) days after completion of the Project. The process for taking possession of the Replaced Meters shall be as outlined in the scope of work attached hereto as Exhibit B and hereby incorporated by reference.

e. Invoicing for Replacement Meters. For those Replacement Meters to be purchased by the City, the City shall be invoiced one hundred percent (100%) of the cost of the Replacement Meters after receipt of the Replacement Meters, and shall pay said invoice within thirty (30) days of the date it was received.

3. Installation of Replacement Meters. Sensus will contract with Distributor, and Distributor will contract with its subcontractor, to install all Replacement Meters identified in Section 2.a.ii above in accordance with **Exhibit B**, the Scope of Work. The parties may agree to a change in Distributor's subcontractor in writing. The City will be solely responsible for costs associated with correcting non-covered site conditions affecting the installation work to be performed by Distributor's subcontractor, as indicated in the Exhibit B.

- i. Project Management. Distributor shall be responsible for overseeing the installation of the Replacement Meters by its subcontractor, will act as a point of contact for City, and be subject to supervision by City. Distributor will be directly liable to the City for deficiencies in installation which are caused by Distributor or its agents.

- ii. Warranty on Installation. The Core & Main LP Warranty attached hereto as **Exhibit C** will apply to all work performed by Distributor or its subcontractor.
- iii. Route Data. City will provide Distributor with route data from its billing system to create work orders for the installation of the Replacement Meters.
- iv. Replacement Meters that City is not responsible for installing, will be installed within six (6) months of City's receipt of the Replacement Meters, except for meters to be installed in non-covered work conditions as defined in Exhibit B.

4. Product Credit. Sensus will provide City with a product credit of twenty U.S. dollars (\$20) per Meter to offset the costs incurred by the City's previous installation of one thousand eight hundred (1,800) Meters. The total product credit amount provided to City under this Agreement is capped at thirty-six thousand U.S. dollars (\$36,000) and must be applied through Distributor within one (1) year of the Agreement's Effective Date. The product credit will be made available to City no later than thirty (30) days after Agreement's Effective Date.

5. Uncontrollable Circumstances ("Force Majeure"). As used herein, "Force Majeure" means the occurrence of any event that prevents or delays the performance by either party of its obligations hereunder which are beyond the reasonable control of the non-performing party. Examples of "Force Majeure" include, but are not limited to, acts of God, labor strikes, natural disaster or emergency governmental action. To invoke this paragraph, prompt written notice, consistent with the "Notice" provisions of this Agreement, must be sent by the non-performing party describing the circumstances constituting force majeure and reasonable evidence that the non performance or delay of performance is a direct and reasonable result of such event(s). The non-performing party must take all reasonable measures to mitigate any and all resulting damages, costs, delays or disruptions to their performance requirements under this Agreement. All obligations must resume when the circumstances of such event(s) have subsided, or other arrangements are made pursuant to a written amendment to this Agreement.

6. Release.

a. Release of Sensus and Distributor. In exchange for the consideration of the terms and conditions negotiated in this Agreement, the City, for itself and its affiliates, successors, and assigns, by its execution of this Agreement, hereby fully, completely, and forever releases, remises, and discharges and agrees to reimburse, defend, indemnify, and hold harmless Sensus, Distributor, and their respective directors, officers, shareholders, employees, affiliates, distributors, and agents from any and all claims, actions, causes of action, lawsuits, suits, demands, damages, injuries, losses, costs, and liabilities whatsoever, whether currently known, unknown, or which may arise in the future, resulting from, arising out of, or in any way connected to Sensus or Distributor for the Meters, the Dispute, or the underlying facts giving rise to the Dispute . The foregoing release is a

condition precedent to Sensus and Distributor entering into this Agreement. It is to be interpreted broadly so as to provide Sensus, Distributor and the other released parties the maximum protection permitted under law. The foregoing release does not apply to claims arising from other Sensus products purchased by the City, including any 5/8" x 3/4"^{3/4}" or 1" meters purchased after January 1, 2022.

b. This Agreement. Nothing in this Section 6 of this Agreement, or anywhere else in this Agreement, is meant to, and does not, release claims and remedies for breach of this Agreement or relieve any party hereto of its obligations under this Agreement. For clarity and avoidance of doubt, Section 5 of this Agreement does not release any party from liability resulting from the Replacement Meters or their installation.

7. Acknowledgement. Each party hereto understands that the facts in respect of which this Agreement is made may hereafter turn out to be other than or different from the facts now known or believed by it to be true. Each party hereto accepts and assumes all risk of facts turning out to be different, such as any potential claim being greater, different, or more extensive than now known, anticipated, or expected. In spite of this risk, each party hereto agrees that this Agreement shall be and remain in all respects effective and not subject to termination or rescission by virtue of any such mistake, change, or difference in facts. Each party hereto further agrees to waive and relinquish all rights it has or may have under any statute or legal decision providing that a general release does not extend to claims not known or suspected to exist at the time of executing the release, which if known by a claimant might have materially affected the settlement. Each party hereto specifically agrees that this Agreement and all releases set forth herein apply in such case to all such claims.

8. Confidentiality; Non-Disparagement; Public Statement.

a. Except as required by law, the parties will not directly or indirectly disclose to any non-party the facts or contents of this Agreement, or any documents or communications related to this Agreement or the Dispute, without the prior written consent of the other parties. In the event that a party receives a document request, subpoena, or other legal process, such party shall immediately notify the other parties so as to provide an opportunity for said other party to object to challenge the subpoena, request, or other process in court.

b. Sensus and Distributor agree to comply with public records laws of the State of Florida. Additionally, Sensus agrees to:

(1) Keep and maintain public records required by the City to perform the service.

(2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119 or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Sensus does not transfer the records to the public agency.

(4) Upon completion of the contract, transfer, at no cost, to the City all public records in possession of Sensus or keep and maintain public records required by the City to perform the service. If Sensus transfers all public records to the City upon completion of the contract, Sensus shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Sensus keeps and maintains public records upon completion of the contract, Sensus shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

c. Sensus or Distributor, as may apply, shall indemnify the City from all costs incurred by the City, including costs of defense, as a result of Sensus's or Distributor's failure to comply with the provisions of Florida's Public Records laws.

IF THE SENSUS OR DISTRIBUTOR HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SENSUS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK AT (954) 457-1340, BY EMAIL AT CITYCLERKOFFICE@COHB.ORG, OR AT 400 S. FEDERAL HWY, ATTN: CITY CLERK, HALLANDALE BEACH, FL 33009.

d. The City agrees that it will not issue any formal media communication that might reasonably be construed to be derogatory or critical of, or negative toward, or disparaging to Sensus, the Distributor or their respective officers, employees, products, services, or technology, unless required by law or as directed by a court or other governmental authority. Formal communications are defined as statements issued by the City as an entity or statements made by City employees in their official capacity. Formal communications shall not include statements made by individual elected officials.

e. Any formal written statement or communication to the media, including social media posts on an official City-owned account, in relation to the Meters or this Agreement, or any of the terms hereof, electronically or otherwise, will be first negotiated and agreed to by Sensus, Distributor and the City. Each party hereto agrees that it must provide written notice to the other parties of any intention to make any public statement or communication regarding the Meters or

this Agreement at least two (2) business days prior to making any such statement. In the event the parties cannot agree on the content, nature, and purpose of such statement or communication, no statement or communication to the media or general public will be made. Consent for statements of fact shall not be withheld. For clarity and avoidance of doubt, this paragraph is not intended to include agenda items or presentations to the City Commission seeking the approval of this Agreement, approval of further action relating to this Agreement, or updating the City Commission on the status of the execution of this Agreement.

9. Joint Effort. The preparation of this Agreement has been a joint effort of the parties hereto and shall not be construed more strictly against any party.

10. Free and Voluntary Agreement. Each party hereto acknowledges and agrees that it has been fully advised by legal counsel concerning the language and legal effect of this Agreement and knowingly enters into this Agreement freely and without coercion of any kind.

11. No Waiver. Any failure by a party hereto to enforce any of the provisions of this Agreement or to require at any time performance by the other party of any of the provisions hereof shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the rights of either party thereafter to enforce any and each such provision.

12. No Admission. The execution of this Agreement affects the settlement of potential claims and allegations which are disputed, contested, and denied. Each party hereto understands and agrees that nothing herein is intended, nor shall be deemed nor construed to be, an admission of liability by any party in any respect and to any extent whatsoever.

13. Authority. Each person signing this Agreement on behalf of a party hereto represents and warrants that he or she has the legal right, status, and authority to enter into this Agreement on behalf of the party for which he or she is signing. This includes specifically the authority of the representative of the City to execute this Agreement.

14. Governing Law and Dispute Resolution. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, execution, performance, breach, or termination shall first be resolved by the parties attempting executive level meetings. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device.

15. Litigation Costs and Expenses. If any party institutes any legal suit, action, or proceeding against the other party to enforce this Agreement or obtain any other remedy regarding any breach of this Agreement, the prevailing party is entitled to receive, and the non-prevailing party shall pay, in addition to all other remedies to which the prevailing party may be entitled, the costs and expenses incurred by the prevailing party in conducting or defending the suit, action, or proceeding, including reasonable attorney's fees.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument. The exchange of executed copies of this Agreement by facsimile, portable document format (PDF) transmission, or other reasonable form of electronic transmission shall constitute effective execution and delivery of this Agreement.

17. Integration; Modification. This Agreement constitutes the sole agreement of the parties with respect to the terms hereof and shall supersede all oral negotiations and the terms of prior writings with respect thereto. No modification hereof or any agreement referred to herein shall be binding or enforceable unless in writing and signed on behalf of the party against whom enforcement is sought.

18. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

19. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

20. Sovereign Immunity. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

21. Insurance. Distributor agrees to maintain, on a primary basis and at its sole expense, at all times during performance of its work under this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Sensus or its Distributor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Sensus or its Distributor hereunder.

a. Commercial General Liability. Distributor agrees to maintain Commercial General Liability at a limit of liability of **\$1,000,000** Each Occurrence, **\$2,000,000** Annual

Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

b. Business Automobile Liability. Distributor agrees to maintain Business Automobile Liability at a limit of liability of **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Distributor does not own automobiles, Distributor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

c. Worker's Compensation Insurance & Employers Liability. Distributor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

d. Additional Insured. Distributor agrees to endorse City as an Additional Insured with a CG 2026 Additional Insured – Designated Person or Organization endorsement or CG 2010 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization or CG 2010 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or organization in combination with CO 2037 Additional Insured - Owners. Lessees Contractors- Completed Operations, or similar endorsements, to the Commercial General Liability. The Additional Insured shall read "City of Hallandale Beach."

e. Waiver of Subrogation. Distributor agrees by entering into this contract to a *Waiver* of Subrogation for each required policy herein. When required by the insurer or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify *the* insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

f. Certificate(s) of Insurance. Distributor agrees to provide City with Certificate(s) of Insurance evidencing that all coverages, *limits* and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal coverage. The Certificate Holder address shall read:

City of Hallandale Beach
Risk Manager
400 South Federal Highway
Halladale Beach, FL 33009

g. Umbrella or Excess Liability. Distributor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

22. THIRD PARTY BENEFICIARIES. The parties do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

23. NOTICES. Whenever a party desires to give notice to the other parties, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

City of Hallandale Beach
City Manager
400 South Federal Highway
Hallandale Beach, FL 33009

With Copy to:
Jeff Odoms
Attn: Public Works
630 NW 2nd Street
Hallandale Beach, FL 33009

And:
City Attorney
400 South Federal Highway
Hallandale Beach, FL 33009

Sensus:
c/o Xylem Inc. Legal Department
Xylem Inc.

301 Water Street ES
Washington, D.C. 20003

Core & Main LP

Attn: District Manager
4310 NW 10th Ave.
Oakland Park, FL 33309

With Copy to:

Core & Main LP
Attn: Legal Department
1830 Craig Park Court
St. Louis, MO 63146

24. ASSIGNMENT AND PERFORMANCE.

a. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other parties. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Sensus of this Agreement or any right or interest herein without City's written consent.

b. Distributor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

c. Distributor shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of performance and all interim and final product(s) provided by Sensus to or on behalf of City shall be comparable to the best local and national standards.

25. COMPLIANCE WITH LAWS. Sensus and Distributor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

26. CONFLICTS. Neither Sensus nor Distributor shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Sensus' and Distributor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

Sensus and Distributor agree to require any subcontractors, by written contract, to comply with the provisions of this section to the same extent as Sensus and Distributor.

27. **PRIORITY OF PROVISIONS.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, the parties agree that the terms and conditions of the Agreement shall prevail and govern over terms in the exhibits or other referenced documents.

28. **NONDISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT.**

Sensus and Distributor shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards. Sensus's and Distributor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

Sensus and Distributor shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, Sensus and Distributor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship, and accessibility).

Sensus and Distributor shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

Sensus and Distributor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

[The next page is the signature page.]

IN WITNESS WHEREOF, the parties have executed this Settlement and Release Agreement as of the Effective Date.

SENSUS USA INC.

By: _____

Name: _____

Title: _____

CORE & MAIN LP

By: _____

Name: _____

Title: _____

City of Hallandale Beach, FL

By: _____

Name: _____

Title: _____

Exhibit A

Warranty

Sensus Limited Warranty

G-500 R28

1. **General Product Coverage.** Unless otherwise provided herein, Sensus USA Inc. ("Sensus") warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment and as set forth below. All products are sold to customer ("Customer") pursuant to Sensus' Terms of Sale, available at sensus.com/TC ("Terms of Sale").

2. **SR II[®] and accuSTREAM[™] 5/8", 3/4" & 1" Meters** are warranted to perform to new meter accuracy level set forth in the SR II and accuSTREAM Data Sheets available at sensus.com for five (5) years from the date of Sensus shipment or until the registration shown below, whichever occurs first. Sensus further warrants that the SR II and accuSTREAM meters will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

| | New Meter Accuracy | Repair Meter Accuracy |
|---------------------------------------|--------------------|-----------------------|
| 5/8" SR II Meter and accuSTREAM Meter | 500,000 gallons | 1,500,000 gallons |
| 3/4" SR II Meter and accuSTREAM Meter | 750,000 gallons | 2,250,000 gallons |
| 1" SR II Meter and accuSTREAM Meter | 1,000,000 gallons | 3,000,000 gallons |

3. **SR II mainlines** are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. accuSTREAM mainlines will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.

4. **ally[®] Meters** that register water flow are warranted to perform to the accuracy level set forth in the ally data sheet available at sensus.com for fifteen (15) years from the Date of Installation, but no longer than sixteen (16) years from date of manufacture, not including the meter's sensors, valve, and gear motor, which are warranted under different terms described below. As used herein, "Date of Installation" means the date after which the ally Meter has been out of empty pipe for seven (7) consecutive days, as those days are measured by the ally Meter and stored in the meter's nonvolatile memory.

5. **IPERL[®] Meters** that register water flow are warranted to perform to the accuracy levels set forth in the IPERL data sheet available at sensus.com for twenty (20) years from the date of Sensus shipment. The IPERL System Component warranty does not include the external housing.

6. **Sensus OMNI[™], OMNI+ Meters and Propeller Meters** are warranted to perform to as set forth in OMNI and Propeller data sheets for eighteen (18) months from the date of Sensus shipment.

7. **Sensus Cordonei Meters** are warranted to perform to the accuracy levels as set forth in the Cordonei data sheet available at sensus.com for twenty (20) years from the date of Sensus shipment. The Cordonei System Component warranty does not include the external housing.

8. **Sensus Cordonei mainlines** are warranted to maintain their structural integrity for a period of twenty (20) years from the date of Sensus shipment.

9. **Sensus accuMAG[™] and Hydroverse[™] Meters** are warranted to be free from defects in material and workmanship, under normal use and service, for 18 months from the date of Sensus shipment or 12 months from startup, whichever occurs first.

10. **Sensus Registers** are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below or until the applicable registration for AWWA Repaired Meter Accuracy Standards, as set forth above, are surpassed, whichever occurs first:

| | |
|---|----------|
| 5/8" thru 2" SR II, accuSTREAM Standard Registers | 25 years |
| 5/8" thru 2" SR II, accuSTREAM Encoder Registers | 10 years |
| All HSPU, IMP Contactor, R.E.R. Elec. ROFI | 1 year |
| Standard and Encoder Registers for Propeller Meters | 1 year |
| OMNI and OMNI+ Registers with Battery | 10 years |

11. **Sensus Electric and Gas Meters** are warranted pursuant to the General Limited Warranty available at sensus.com/TC.

12. **Batteries, IPERL System Components, AMR and FlexNet[®] Communication Network AMI Interface Devices** are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the period stated below:

| | |
|---|-----------------------|
| Electronic TouchPad | 10 years |
| Act-Pak [®] Remote Monitoring Instruments | 1 year |
| Gas SmartPoint [®] Modules and Batteries | 20 years ¹ |
| 7500 series Hand-Held Device | 2 years |
| Vehicle Gateway Base Station (VGB) and other AMR Equipment | 1 year |
| EasyLink Reader | 1 Year |
| CPTP100 | 20 Years ² |
| FlexNet Base Station (Including the R100NA and M400 products) | 1 year |
| RM4160 | 1 Year |
| IPERL System Battery and IPERL System Components | 20 years ³ |
| Sensus [®] Electronic Register [™] | 20 years ⁴ |
| Sensus [®] Smart Gateway Sensor Interface | 1 year ⁵ |
| SmartPoint [®] 510M/520M/515M/512M Modules and Batteries | 20 year ⁶ |

¹ Sensus will repair or replace non-performing Gas SmartPoint Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries.

² Sensus will repair or replace non-performing CPTP100 modules (configured at factory setting of four transmissions per day under normal system operations of up to one demand read per month and up to five firmware downloads during the life of the product) and batteries.

³ Sensus will repair or replace non-performing:

- IPERL System Batteries, and/or the IPERL System flowtube, the flow sensing and data processing assemblies, and the register ("IPERL System Components") with hourly reads manufactured after April 2018;
- Cordonei System Batteries, the flow sensing and data processing assemblies, and the register ("Cordonei System Components");
- SmartPoint 510M/520M/515M/512M-PLUS/522M Modules manufactured after April 2018 (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries, unless the SmartPoint 510M/520M/522M Module is ever paired with an ally Meter, which immediately amends the warranty terms to those described in Section 11;

at no cost for the first fifteen (15) years from the date of Sensus shipment, and for the remaining five (5) years at a prorated percentage, applied towards the published list price in effect for the year the product is accepted by Sensus under the warranty conditions according to the following schedule:

| Years | Replacement Price | Years | Replacement Price |
|--------|-------------------|-------|-------------------|
| 1 – 15 | 0% | 19 | 60% |
| 16 | 30% | 20 | 70% |
| 17 | 40% | >20 | 100% |
| 18 | 50% | | |

⁴ Sensus will repair or replace non-performing Sensus Electronic Register[™] with hourly reads for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list price in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

| Years | Replacement Price | Years | Replacement Price |
|--------|-------------------|-------|-------------------|
| 1 – 10 | 0% | 16 | 55% |
| 11 | 30% | 17 | 60% |
| 12 | 35% | 18 | 65% |
| 13 | 40% | 19 | 70% |
| 14 | 45% | 20 | 75% |
| 15 | 50% | >20 | 100% |

⁵ Sensus[®] Smart Gateway Sensor Interface warranty valid only for analog Meter Sample Rates of four times per hour with a Standard Transmitt Rate of hourly or greater for the analog channel(s).

Sensus Limited Warranty

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13. **ally® Meter Batteries and Components, Including SmartPoint 510M/520M Modules** are warranted to be free from defects in material and workmanship from the Date of Installation, as defined in Section 4, for the period stated below:

| | |
|--|-----------------------|
| Batteries | 15 years ^a |
| Sensors | 5 years |
| Valve & Gear Motor | 5 years ^a |
| SmartPoint 510M/520M Modules and Batteries in service w/ally | 15 years ^a |

14. **Cordone! Meter Batteries and Components** are warranted to be free from defects in material and workmanship from the Date of Installation, as defined in Section 3, for the period stated below:

| | |
|-----------|-----------------------|
| Batteries | 20 years ^a |
| Sensors | 5 years |

15. **IPERL and ally Connectors and Cables** are warranted to be free from defects in materials and workmanship, under normal use and service, for ten (10) years from the date of Sensus shipment. Nitor or Iron connectors included with a Sensus product are warranted according to the terms for Third-Party Devices in Section 13.

16. **Third-Party Devices** are warranted to be free from defects in materials and workmanship, under normal use and service, for one (1) year from the date of Sensus shipment. As used in this Sensus Limited Warranty, "Third-Party Devices" means any product, device, or component part used with a Sensus product that is manufactured or sold by any party that is not Sensus. Failure of a Third-Party Device which subsequently causes failure to a Sensus device shall be the responsibility of the manufacturer of the Third-Party Device.

18. **Software.** Software supplied and/or licensed by Sensus is supported according to the terms of the applicable software license or usage agreement. Sensus warrants that any network and monitoring services shall be performed in a professional and workmanlike manner.

17. **Return.** Sensus' obligation, and Customer's exclusive remedy, under this Sensus Limited Warranty is, at Sensus' option, to either (i) repair or replace the product, provided the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepaies the freight costs both to and from such location; or (ii) deliver replacement components to the Customer, provided the Customer installs, at its cost, such components in or on the product (as instructed by Sensus), provided, that if Sensus requests, the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepaies the freight costs both to and from such location. In all cases, if Customer does not return the product within the time period designated by Sensus, Sensus will invoice, and Customer will pay within thirty days of the invoice date, for the cost of the replacement product and/or components.

The return of products for warranty claims must follow Sensus' Returned Materials Authorization (RMA) procedures. Water meter returns must include documentation of the Customer's test results. Test results must be obtained according to AWWA standards and must specify the meter serial number. The test results will not be valid if the meter is found to contain foreign materials. If Customer chooses not to test a Sensus water meter prior to returning it to Sensus, Sensus will repair or replace the meter, at Sensus' option, after the meter has been tested by Sensus. The Customer will be charged Sensus' then current testing fee. All product must be returned in accordance with the RMA process. For all returns, Sensus reserves the right to request meter reading records by serial number to validate warranty claims.

For products that have become discontinued or obsolete ("Obsolete Product"), Sensus may, at its discretion, replace such Obsolete Product with a different product model ("New Product"), provided that the New Product has substantially similar features as the Obsolete Product. The New Product shall be warranted as set forth in this Sensus Limited Warranty.

THIS SECTION 15 SETS FORTH CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

18. **Warranty Exceptions and No Implied Warranties.** This Sensus Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this Sensus Limited Warranty do not apply to and Sensus has no liability for goods that have been: installed improperly or in non-recommended installations; installed to a socket that is not functional, or is not in safe operating condition, or is damaged, or is in need of repair; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; improperly modified or repaired (including as a result of modifications required by Sensus); converted; altered; damaged; read by equipment not approved by Sensus; for water meters, used with substances other than water, used with non-potable water, or used with water that contains dirt, debris, deposits, or other impurities; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, "Exceptions"). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do not apply in the event of Force Majeure, as defined in the Terms of Sale.

THE WARRANTIES SET FORTH IN THIS SENSUS LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS SENSUS LIMITED WARRANTY OR WITH THE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.

SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SOFTWARE SERVICES, AND OTHER SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

19. **Limitation of Liability.** SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.

AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES; NOR (V) DAMAGES ARISING FROM MAINCASE OR BOTTOM PLATE BREAKAGE CAUSED BY FREEZING TEMPERATURES, WATER HAMMER CONDITIONS, OR EXCESSIVE WATER PRESSURE. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.

The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.

^a If applicable, any SmartPoint 510M/520M Modules ever paired with an ally Meter are warranted with the following limitations:

- When configured to the default installation setting of six transmissions of metrology and pressure per day and one update of temperature per day, the SmartPoint is warranted to perform up to five (5) firmware upgrades for the SmartPoint Module and up to five (5) firmware upgrades for the ally Meter;
- 2500 Operational Commands, where "Operational Commands" include on demand reads (such as consumption, pressure, temperature), an ally valve command, or a configuration command; and
- 15 Diagnostic Commands, which includes two-way communications tests and installations for the first ten (10) years from Date of Installation at no cost. For the remaining five (5) years, Customer will pay the reduced Replacement Price of the then-current list price in effect at the time the product is accepted for return in accordance with the following schedule:

| Years | Replacement Price | Years | Replacement Price |
|--------|-------------------|-------|-------------------|
| 1 - 10 | 0% | 14 | 65% |
| 11 | 35% | 15 | 75% |
| 12 | 45% | >15 | 100% |
| 13 | 55% | | |

^b Notwithstanding the foregoing, valve and gear motor components of ally Meters are not warranted beyond two thousand (2000) Valve State Operations, even if the warranty period provided herein has not yet expired. As used herein, "Valve State Operations" means adjustments of the Meter to open, close, or reduce flow.

Exhibit B

Scope of Work

Exhibit C

Core & Main LP Warranty

The warranties on Work shall be as follows:

1. Project Materials and Supplies.

(a) General. Meters and equipment that Client purchases from Core & Main LP (“Core & Main”) are warranted by the manufacturer to be free from Manufacturers’ Defects for the period specified in the manufacturer’s warranty. A copy of the present warranty of each manufacturer that will supply meters and equipment as part of the Project is attached hereto as Exhibit A. The term of such manufacturer’s warranty shall be as set forth in such attached warranty (as the same may be changed from time to time during the course of the performance of the Agreement, but with changes to apply only to purchases of meters and equipment occurring after the change becomes effective), but generally the start date for meter and equipment warranties is the date of the manufacturer’s shipment of such meters and equipment (“Manufacturer’s Warranty Period”). PROJECT MATERIALS AND SUPPLIES OTHER THAN METERS AND EQUIPMENT ARE NOT WARRANTED. CORE & MAIN DOES NOT PROVIDE ANY SEPARATE WARRANTY FOR PROJECT MATERIALS AND SUPPLIES.

(b) Core & Main’s Responsibility. Upon any breach of the manufacturer’s warranty on a meter or equipment noticed to Core & Main during the applicable Manufacturer’s Warranty Period, Core & Main’s sole responsibility shall be to cooperate with Client in arranging for the manufacturer to repair or replace any defective meter or equipment.

2. Installation Work and Services.

(a) General. Core & Main warrants that all installation Work provided by Core & Main shall be performed by Core & Main in a workmanlike manner and in compliance with any specifications set forth in this Agreement, with such warranty to expire one year from the date when such installation Work was performed (the “Warranty Period”).

(b) Exclusive Remedy. Upon any breach of Core & Main’s warranty as to installation Work during the applicable Warranty Period, Core & Main’s sole responsibility shall be to perform any corrective installation Work necessary to bring Core & Main’s installation Work into compliance with such requirements.

3. DISCLAIMER OF FURTHER WARRANTIES. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, CORE & MAIN DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT OR OTHERWISE, SHALL CORE & MAIN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND. IN NO EVENT WILL THE LIABILITY OF CORE & MAIN UNDER THIS AGREEMENT EXCEED THE AMOUNTS PAID TO CORE & MAIN BY CLIENT HEREUNDER.