



**DROPCOUNTR, INC.  
PLATFORM SERVICES AGREEMENT**

**Order Form**

Utility: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Primary Contact: \_\_\_\_\_  
Phone / Email: \_\_\_\_\_ / \_\_\_\_\_  
Billing Contact: \_\_\_\_\_  
Phone / Email: \_\_\_\_\_ / \_\_\_\_\_

Start Date: \_\_\_\_\_ Initial Subscription Term: 12 months

Platform Services Subscription Plan	Fee Per-Metered Connection	Metered Connections	Annual Fee
Platform Services as described in Exhibit A	\$1.50	11,310	\$16,965

Implementation Services	One-time Fee
Implementation Services as described in Exhibit D SOW (Phase 1). Single Sign On (SSO) integration with Xpress Bill Pay as described on page 2 of proposal dated 7/10/20.	\$10,000

**Agreement**

This Order Form, together with the attached Dropcountr, Inc. Terms of Service and other attachments listed below, form the Platform Services Agreement ("**Agreement**") between Dropcountr, Inc., with an address of 246 Rutherford Avenue, Redwood City, CA 94061 ("**Dropcountr**"), and the customer identified above ("**Utility**"). This Agreement contains, among other things, warranty disclaimers, liability limitations and use limitations. This Agreement is effective upon signature of the parties. Utility's subscription will begin on the start date indicated above or, if later, on the date of signature. Any conflicting or additional terms in any purchase order or similar form not expressly incorporated into this Agreement will be without effect.

**Attachments Made Part of Agreement**

- **Exhibit A:** Dropcountr, Inc. Terms of Service
- **Exhibit B:** Service Level Agreement
- **Exhibit C:** Support Terms
- **Exhibit D:** Statement of Work

**Dropcountr**

**Utility**

By: \_\_\_\_\_  
Print Name: Robb Barnitt  
Title: CEO  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT A

### **DROPCOUNTR, INC.**

#### **Terms of Service**

(last updated March 26, 2020)

**1. DEFINITIONS.** Any capitalized terms used but not defined in these Dropcountr, Inc. Terms of Service (“**Terms of Service**”) will have the meanings (if any) specified in the Order Form or SOW (each as defined below). In addition, the following definitions apply.

1.1. “**Authorized User**” means an individual employee of Utility who has been assigned unique credentials to access and use the Platform Services, whether or not that individual is accessing or using the Platform Services at any particular time.

1.2. “**CLEAR Platform**” means the Dropcountr water analytics software platform designed for commercial use by water utilities.

1.3. “**Customer**” means a customer that has a water utility account serviced by Utility.

1.4. “**Customer Data**” means any data associated with a Customer, including as may be inputted or uploaded to the Platform Services.

1.5. “**Fees**” means the Set-up Fee and Subscription Fee.

1.6. “**HOME Application**” means Dropcountr’s end-user facing application that provides water usage and other information to customers of a water utility.

1.7. “**Order Form**” means the order form executed by Utility and Dropcountr that specifies the subscription plan being purchased by the Utility and incorporates these Terms of Service.

1.8. “**Platform Services**” means the CLEAR Platform and HOME Application included in the Utility’s subscription plan, as specified in the Order Form and any SOW.

1.9. “**SOW**” means a statement of work or other service addendum that may be agreed upon by the parties in reference to this Agreement, including as may be attached hereto as **Exhibit D**.

1.10. “**Utility**” means the water utility identified on the Order Form.

1.11. “**Utility Data**” means (i) Utility’s proprietary data, if any, that its Authorized Users upload or input into the CLEAR Platform or HOME Application, and (ii) as applicable, Customer Data and other data obtained by Utility from third parties in connection with this Agreement.

## **2. PLATFORM SERVICES SUBSCRIPTION**

2.1. Authorization. Subject to Utility’s compliance with the terms and conditions of this Agreement, including Utility’s obligation to pay all applicable Fees, Dropcountr will (i) permit Utility to access and use the CLEAR Platform, solely for Utility’s internal business purposes, and (ii) permit Utility to access and use the HOME Application, and to offer and make available the HOME Application to its Customers, in accordance with any SOW or relevant Dropcountr end-user documentation.

2.2. Authorized Users. Authorized Users may exercise the rights granted to Utility hereunder on Utility’s behalf; provided, however, that Utility will ensure that all Authorized Users comply with the applicable terms and conditions of these Terms of Service, and Utility will be responsible for the Authorized Users’ acts or omissions in relation to the Platform Services as if they were Utility’s own acts or omissions. Authorized Users may not share their access credentials with any other individuals.

2.3. Service Capacity. Utility’s and its Authorized Users’ use of the Platform Services, and Utility’s right to offer and make available the HOME Application to its Customers, is limited to that number of metered connections indicated on the Order Form (the “**Service Capacity**”), and is subject to such other usage limitations as may be set forth therein or in the SOW.

2.4. Utility Responsibilities. Utility is responsible for (i) maintaining the confidentiality of any user IDs, passwords and other credentials associated with Utility’s account, (ii) all activities that occur with respect to Utility’s account, and (iii) its and its Authorized Users’ use of the Platform Services and compliance with this Agreement, SOW, Dropcountr’s relevant end user documentation, and all applicable laws, regulations, and rights of third parties. Except for resources that Dropcountr expressly agrees to provide under the Order Form or SOW, Utility is responsible for procuring and maintaining all computer hardware and software, equipment, internet connectivity, and other ancillary services and resources necessary for it and its Authorized Users to connect to and make use of the Platform Services, and for ensuring the security of the foregoing.

2.5. Restrictions. Utility will not, and shall ensure that its Authorized Users do not: (i) copy, reproduce, modify, decompile, disassemble, or reverse engineer the



Platform Services or any associated software or materials (except to the extent that applicable law prohibits or restricts reverse engineering restrictions); (ii) except as expressly authorized herein with respect to making the HOME Application available to Customers, provide any third parties with access to any of the Platform Services, lease, distribute, sublicense, sell or otherwise commercially exploit the Platform Services, or use any of the Platform Services for time sharing or similar purposes for the benefit of any third party; (iii) remove any copyright or proprietary notices contained in the Platform Services or any output thereof; (iv) breach, disable or tamper with, or develop or use (or attempt) any workaround for, any security or authentication measures provided or used by the Platform Services; (v) access the Platform Services via any bot, web crawler or non-human user; (vi) access or use (or permit a third party to access or use) the Platform Services for any unlawful purpose or for purposes of monitoring the availability, performance or functionality of the Platform Services or for any other benchmarking or competitive purposes; or (vii) upload or process any data or content that infringes the intellectual property rights, rights of privacy or publicity, or other proprietary rights of any third party, or that contains any malware, viruses, Trojan horses, spyware, worms, or other malicious or harmful code.

2.6. Monitoring. Although Dropcountr has no obligation to monitor Utility's or any Customer's use of the Platform Services or any portion thereof, Dropcountr may do so and may prohibit any use of the Platform Services that it believes may be, or is reasonable likely to be, in violation of the provisions of Section 2.5.

2.7. Technical Support. Subject to the terms and conditions of this Agreement, Dropcountr will provide Utility with technical support services in accordance with the terms set forth in **Exhibit C**.

### 3. PLATFORM AND DATA SECURITY

3.1. Security Measures. Dropcountr will employ commercially reasonable data security procedures and other safeguards to protect against the unauthorized accessing, use, destruction, corruption, loss or alteration of the Platform Services and any Utility Data or Customer Data stored on Dropcountr's servers.

3.2. Notification. Dropcountr will use commercially reasonable efforts to promptly notify Utility of any material breach of security with respect to any Utility Data or Customer Data.

### 4. IMPLEMENTATION

4.1. Implementation of Platform Services. Subject to Utility's compliance with the terms and conditions of this Agreement, including its obligations under this Section 4, Dropcountr shall use commercially reasonable efforts to promptly implement and make available the Platform Services to Utility and to provide such implementation services as may be set forth in any SOW (collectively, the "**Implementation Services**").

4.2. Utility Obligations. To facilitate Dropcountr's performance of the Implementation Services, Utility shall promptly provide to Dropcountr all information, resources and access as set forth on the Order Form or an applicable SOW, or as may be otherwise requested by Dropcountr in its reasonable discretion. Additionally, Utility agrees to provide such further cooperation and assistance as Dropcountr may reasonably request from time to time. Utility shall designate in writing an individual who will be Dropcountr's primary point of contact for matters relating to the implementation of the Platform Services. The parties agree that Dropcountr shall not be liable for any failure to perform its obligations under this Agreement to the extent it is caused by a breach of this Section 4.2.

4.3. End User License Agreement. Utility acknowledges that any use of or access to the HOME Application, including by Utility and its Customers, is subject to the terms of Dropcountr's then-current HOME End User License Agreement (the "**EULA**"), which must be accepted by users prior to access.

### 5. TERM AND TERMINATION

5.1. Duration and Renewal. Unless terminated as provided below, this Agreement will remain in effect throughout the initial subscription term specified in the Order Form (the "**Initial Term**"), and will automatically renew for successive periods of the same duration as the Initial Term (each, a "**Renewal**") unless either party gives the other party written notice of non-renewal at least thirty (30) days in advance.

5.2. Termination. A party may terminate this Agreement for a material breach by the other party, which remains uncured more than 30 days after receiving written notice of the breach, except that, where such material breach is the nonpayment of Fees by Utility, Dropcountr may terminate immediately upon notice. Either party may also terminate this Agreement immediately upon notice to the other party in the event that that Utility's governing body does not appropriate funds to make the payments hereunder in a Utility's fiscal year budget.



5.3. Effect of Termination. Upon the expiration or termination of this Agreement: (i) all rights and platform subscriptions granted to Utility under this Agreement will terminate and Utility will cease using any and all components of the Platform Services; (ii) Dropcountr will cease making the HOME Application accessible to Customers; (iii) each party will, upon request, promptly return to the other party all Confidential Information of the other party in its possession or control; and (iv) Utility will, within thirty (30) days after receipt of Dropcountr's invoice, pay all accrued and unpaid fees and expenses. Upon any termination of this Agreement, Dropcountr will make all Utility Data and Customer Data on Dropcountr's servers available to Utility for electronic retrieval for a period of thirty (30) days, but thereafter Dropcountr may, but is not obligated to, delete all such stored Utility Data or Customer Data.

5.4. Survival. The following provisions will survive expiration or termination of this Agreement: Sections 2.2, 2.4, 2.5, 4.2 (last sentence only), 5.4, 5.4, 6 (to the extent of any outstanding payments), 7, 8, 10, 11, 12, and 13.

## 6. FEES AND PAYMENT

6.1. Fees. In consideration for Dropcountr providing the Implementation Services and Platform Services, Utility shall pay to Dropcountr the corresponding fees set forth in the Order Form, which shall include a one-time implementation fee (the "**Set-up Fee**") and an annual subscription fee (the "**Subscription Fee**"). In the event Utility use of the Platform Services is in excess of the Service Capacity, Utility shall be billed for such additional usage and agrees to pay, upon invoice by Dropcountr and in the manner provided herein, such additional charges. Dropcountr reserves the right to modify the Fees or to institute new fees at the end of the Initial Term or then-current Renewal upon thirty (30) days' prior written notice to Utility. Increases to the Fees made pursuant to the prior sentence shall not exceed 5% per year (assuming no increase in usage limits).

6.2. Invoices; Payment. All Fees accruing hereunder will be billed in advance. The one-time Set-Up Fee will be billed on the Effective Date. The Subscription Fee will be first billed on the Effective Date, and thereafter will be billed annually on each anniversary of the Effective Date occurring in the term of this Agreement. Dropcountr may choose to bill through invoices, in which case full payment for any invoice must be received by Dropcountr within thirty (30) days after the mailing date of such invoice. Overdue payments will accrue interest at the rate of 1.5% per month or the highest rate of interest allowed by law, whichever is lower. Utility will further be

liable for, and shall to pay to Dropcountr promptly upon demand, all expenses of collection. Failure to timely pay any amounts due hereunder may result in immediate termination of the Agreement.

6.3. Taxes. The Fees and any other charges specified in this Agreement are exclusive of taxes, duties, levies, tariffs, and other governmental charges (including, without limitation, VAT) (collectively, "**Taxes**"). Utility shall be responsible for payment of all Taxes and any related interest and/or penalties resulting from any payments made hereunder, other than any taxes based on Dropcountr's net income.

## 7. OWNERSHIP

7.1. Dropcountr IP. As between Dropcountr and Utility, Dropcountr shall own all right, title and interest in and to (i) the Platform Services and all software and other technologies embodied in or used to provide the Platform Services, including all improvements, enhancements, or modifications thereto, (ii) any updates, improvements, enhancements, derivative works, other materials, processes, or know-how based on or relating to the Platform Services, or as otherwise may be utilized or created by Dropcountr in performance of its obligations hereunder, and (iii) all intellectual property rights relating to any of the foregoing. If Dropcountr performs any development work in relation to the Platform Services, whether or not pursuant to a SOW, and including any customizations or modifications that Dropcountr may make in response to Utility's requests or suggestions, Dropcountr solely retains all intellectual property rights arising from such development work.

7.2. Utility Data. As between Dropcountr and Utility, the Utility Data, and all intellectual property rights therein or relating thereto, are and shall remain the exclusive property of Utility.

7.3. Customer Data. Utility agrees to (i) obtain all third-party consents or approvals that may be necessary for the collection, use and transmission of the data, including Customer Data and Utility Data, sent to or used in the operation of the Platform Services and for all of Dropcountr's activities contemplated by this Agreement in relation to such data; and (ii) comply with all applicable laws and regulations with respect to Utility's use of the Platform Services and provision of data with respect thereto, including without limitation those pertaining to privacy, data security, and publicity. As between Utility and Dropcountr, Utility will be solely responsible for the foregoing matters, and Utility will indemnify Dropcountr for any liability arising from its failure to comply with this Section 7.3.



7.4. Use of Utility Data. Notwithstanding anything herein or in the Order Form or any SOW to the contrary, Utility grants to Dropcountr the perpetual right to, among other things, examine, use, extract, model, manipulate, collate, analyze, create analysis using, reproduce and otherwise use any data (including Utility Data and Customer Data) or other information which it learns, acquires or obtains in connection with the performance of its obligations hereunder, within the scope of its regular business operations, including developing or operating data sets, algorithms or other analytical tools, or testing, implementing, integrating, developing or improving its products and services, and distributing or otherwise making available Dropcountr products and services to its customers.

7.5. Feedback. To the extent that Utility provides Dropcountr with any suggestions, feature requests, evaluation results, feedback, or other input in relation to any aspect of the Platform Services (collectively, “**Feedback**”), Utility hereby assigns and agrees to assign to Dropcountr all right, title and interest in and to such Feedback, including any intellectual property rights therein, and agrees that Dropcountr will be free to use such Feedback in any manner, including by implementing such Feedback in the Platform Services and/or Dropcountr’s other technologies, products and services, without compensation or other obligations to Utility.

## 8. CONFIDENTIALITY

8.1. Obligations. “**Confidential Information**” means (subject to the exclusions below) any non-public information relating to or disclosed in the course of the Agreement that should be reasonably understood to be confidential. The receiving party will use the same care to protect Confidential Information as it uses for its own similar information, but no less than reasonable care, will not disclose Confidential Information to any third party without prior written authorization, and will use Confidential Information only for the purpose of fulfilling its obligations or exercising its rights expressly granted under this Agreement. Except as otherwise provided herein, including with respect to Dropcountr’s use of Utility Data and Customer Data consistent with Section 7.4, the receiving party will promptly return or destroy the other party’s Confidential Information upon request.

8.2. Exclusions. Confidential Information does not include information that: (i) is or becomes publicly available through no fault of the receiving party; (ii) was already in possession of the receiving party without confidentiality restrictions at the time of receipt from the other party, as evidenced by written records; or (iii) was independently developed by the receiving party without

violation of this Section 8. If a receiving party is required to disclose Confidential Information by law, the receiving party will promptly notify the disclosing party and reasonably cooperate with its efforts to limit or protect the required disclosure, but will otherwise not be in violation of this Section on account of making the required disclosure.

9. **SERVICE LEVEL AGREEMENT.** If Utility’s subscription includes service-level commitments, and the Order Form or SOW accordingly specifies that Dropcountr’s Service Level Agreement is part of this Agreement, Utility will be entitled to the commitments and remedies set forth in such Service Level Agreement as attached hereto as **Exhibit B**. The remedies expressly provided in the Service Level Agreement are Utility’s sole and exclusive remedy, and Dropcountr’s entire obligation, with respect to any service-level violation.

## 10. DISCLAIMER.

10.1. Data Accuracy. The parties acknowledge and agree that the quality, accuracy and completeness of results obtained from the use of the Platform Services is dependent upon the quality, accuracy and completeness of available data, including Utility Data and Customer Data and other data that may be provided by third parties. Unless otherwise agreed to in the Order Form or SOW, Utility shall be solely responsible for providing or otherwise securing from third parties (including AMI Vendors, as defined in Exhibit D) all data necessary for the proper operation of the Platform Services. Notwithstanding the foregoing or anything herein to the contrary, Dropcountr shall have no obligation or liability whatsoever with respect to any error, incompleteness or other deficiencies with respect to such data obtained from Utility or any third party, or any results generated by the Platform Services on the basis thereof.

10.2. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT (AND WITHOUT LIMITING REMEDIES TO WHICH UTILITY MAY BE ENTITLED UNDER THE SERVICE LEVEL AGREEMENT, IF APPLICABLE), DROPCOUNTR HEREBY DISCLAIMS, TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ANY AND ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PLATFORM SERVICES AND IMPLEMENTATION SERVICES, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE AND TRADE USAGE. DROPCOUNTR DOES NOT REPRESENT THAT UTILITY’S OR ANY CUSTOMER’S USE OF THE PLATFORM SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE, OR THAT THE



PLATFORM SERVICES WILL MEET UTILITY'S OR ANY CUSTOMER'S REQUIREMENTS, OR THAT ALL ERRORS IN THE PLATFORM SERVICES WILL BE CORRECTED OR THAT THE SYSTEM THAT MAKES THE PLATFORM SERVICES AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT (AND WITHOUT LIMITING REMEDIES TO WHICH UTILITY MAY BE ENTITLED UNDER THE SERVICE LEVEL AGREEMENT, IF APPLICABLE), THE PLATFORM SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED TO UTILITY ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ARE FOR INTERNAL COMMERCIAL USE ONLY. UTILITY ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE PLATFORM SERVICES ARE ACCURATE OR SUFFICIENT FOR UTILITY'S PURPOSES.

**11. INDEMNIFICATION.** Utility will indemnify, defend and hold harmless Dropcountr, its affiliates, managers, directors, employees, representatives, and agents, against any damages awarded by a court in connection with claims, demands, suits or proceedings made or brought by a third party arising from or related to (i) any material breach by Utility of this Agreement, (ii) the Utility Data, Customer Data, or any other data provided or made available by Utility hereunder, (iii) Utility's or any Customer's use of the Platform Services in violation of this Agreement, EULA, or any applicable Dropcountr end-user documentation, or (iv) any failure by Utility to comply with any applicable laws, regulations, or rights of third parties.

## **12. LIMITATION OF LIABILITY**

**12.1. Waiver of Certain Damages.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUT EXCEPT WITH RESPECT TO ANY BREACH OF THE PARTIES' OBLIGATIONS UNDER SECTION 8 OR BREACH OF UTILITY'S OBLIGATIONS UNDER SECTION 2.5, AND WITHOUT LIMITING UTILITY'S OBLIGATIONS UNDER SECTION 11, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES, OR FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS OR INFORMATION, OR COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE PLATFORM SERVICES TO BE PROVIDED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**12.2. Liability Cap.** THE TOTAL LIABILITY OF DROPCOUNTR FOR DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY UTILITY TO DROPCOUNTR UNDER THIS AGREEMENT IN THE TWELVE MONTHS

IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

## **13. MISCELLANEOUS**

**13.1. Assignment.** Utility may not assign this Agreement without Dropcountr's prior written consent, which will not be unreasonably withheld. Any attempt by Utility to assign this Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

**13.2. Force Majeure.** Neither party shall be liable for any delay or failure in performance (other than non-payment of amounts owing) due to causes beyond its reasonable control.

**13.3. Export Compliance.** Utility agrees to comply fully with all relevant export laws and regulations of the United States and other applicable jurisdictions to ensure that neither the Platform Services, nor any direct product thereof, are: (i) exported or re-exported directly or indirectly in violation of such export laws and regulations; or (ii) used for any purposes prohibited by the such export laws and regulations.

**13.4. Government Rights.** If Utility is the U.S. government or any agency or other division thereof, Dropcountr's services are furnished under this Agreement as a "commercial item," as that term is defined and used in the U.S. Code of Federal Regulations (48 C.F.R. § 2.101) and other applicable regulations, and the government's rights with respect to the services (and to any associated software, technical data or other materials) are limited to those expressly granted in this Agreement.

**13.5. Severability.** If any part of this Agreement is held to be unenforceable or invalid, in whole or in part, by a court of competent jurisdiction, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

**13.6. Waiver.** The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach of that or any other provision.

**13.7. Notices.** All notices permitted or required under this Agreement shall be in writing, will reference this Agreement, and shall be delivered in person, by overnight courier or express delivery service, or by first class, registered or certified mail, postage prepaid, or by confirmed email delivery, to the address of the party specified on the Order Form or such other address as



either party may specify in writing. Such notice shall be deemed to have been given upon receipt.

13.8. Governing Law. This Agreement will be governed by both the substantive and procedural laws of Arizona, excluding its conflict of law rules and the United Nations Convention for the International Sale of Goods. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in Arizona and the parties irrevocably consent to the personal jurisdiction and venue therein.

13.9. Entire Agreement. Any amendment or modification to the Agreement must be in writing signed by both parties. This Agreement constitutes the entire agreement and supersedes all prior or contemporaneous oral or written agreements regarding the subject matter hereof.

13.10. Counterparts. This Agreement may be executed in counterparts, including by electronic transmission, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**EXHIBIT B**

**Service Level Agreement**

This Service Level Agreement (“SLA”) pertains to the Platform Services Agreement to which it is attached between Dropcountr and Utility. All capitalized terms not defined herein shall have the meanings given to them in the Platform Services Agreement.

**Scheduled Maintenance**

Dropcountr may conduct maintenance and upgrades at any time upon forty-eight (48) hours’ notice to Utility (“**Scheduled Maintenance**”), which may cause the Platform Services to be temporarily unavailable. If Dropcountr anticipates that downtime will occur during any Scheduled Maintenance, Dropcountr will use commercially reasonable efforts to notify Utility in advance. Dropcountr will use commercially reasonable efforts to perform all Scheduled Maintenance during non-peak hours in an effort to limit disruption to Utility. Notwithstanding the foregoing, Dropcountr shall not be required to give advance notice of, or delay to non-peak hours, any maintenance required to address critical time-sensitive issues, where waiting to perform maintenance may pose a risk to Dropcountr’s platforms, systems, or data.

**Service Availability**

Dropcountr will use commercially reasonable efforts to make the Platform Services available 99.9% of the time as measured on a monthly basis, excluding downtime for Scheduled Maintenance.

**Service Credits**

For any month in which the service availability (calculated as described above) falls below the commitment of 99.9%, Dropcountr will owe Utility an availability credit in accordance with the schedule below:

<b>Service Availability</b>	<b>% of Imputed Monthly Fee to be Credited Against Next Monthly Fee**</b>
99.9% or greater	0%
99.5% up to 99.9%	5%
99.0% up to 99.5%	10%
98.0% up to 99.0%	20%
97.0% up to 98.0%	30%
95.0% up to 97.0%	40%
Less than 95.0%	50%

\*\* Credit will be calculated by (a) dividing the annual Subscription Fee paid by 12 months; and (b) applying the indicated percentage to the resulting imputed monthly fee.



## EXHIBIT C

### **Support Terms**

These Support Terms pertain to the Platform Services Agreement to which it is attached between Dropcountr and Utility. All capitalized terms not defined herein shall have the meanings given to them in the Platform Services Agreement.

#### **Technical Support**

Dropcountr will provide technical support to Utility via email during weekdays between 8:00am and 5:00pm Pacific Time, with the exclusion of Federal Holidays (“**Support Hours**”).

Utility may initiate a helpdesk ticket during Support Hours by emailing [support@dropcountr.com](mailto:support@dropcountr.com).

Dropcountr will use commercially reasonable efforts to respond to all helpdesk tickets within two (2) business days.

## EXHIBIT D

### **Statement of Work**

This Statement of Work (“**SOW**”) pertains to the Platform Services Agreement to which it is attached between Dropcountr and Utility. All capitalized terms not defined herein shall have the meanings given to them in the Platform Services Agreement.

This SOW includes three key phases: (1) Program Setup, (2) Program Implementation and (3) Program Management.

### **Program Setup (Phase 1)**

#### **Data Transfer**

Dropcountr will engage with Utility staff to review and select from among Dropcountr’s preferred data specification, format, transfer interval, and transfer options.

Dropcountr will ingest up to two (2) years of Customer Data, including hourly usage data, to develop historical trends and spatial comparisons for water usage. Dropcountr will ingest up to five (5) years of Customer Data, if the usage data interval is monthly or less. Customer Data shall include, but may not be limited to, account information, account type, and rebate program participation.

If Utility has contracted with an Advanced Meter Infrastructure vendor which can provide Dropcountr with secure access to Customer usage data via API (“**AMI Vendor**”), Dropcountr will coordinate with the AMI Vendor to receive hourly usage data, leak flags, and other relevant data that supports the SOW.

#### **Training and Pre-Launch Testing**

Dropcountr will create Authorized User accounts for Utility’s access and use of the Platform Services. Utility is entitled to an unlimited number of Authorized User accounts, and each account may have different administrative privileges due to differences in Authorized User roles and authority.

Using actual Customer Data, Dropcountr will conduct initial Authorized User training on the Platform Services using Zoom or a similar online webinar application. Training conducted using relevant Customer Data increases the efficacy of training, and also allows for QA/QC of data prior to public launch.

Detailed training materials will be provided to Utility, and are accessible online at any time. These materials include product guides, GIF tutorials, answers to frequently asked questions, and project manager contact information.

#### **Marketing Outreach Consultation**

Where permitted to do so, Dropcountr will provide recommendations and examples of marketing outreach campaigns used by other Dropcountr utility accounts. Dropcountr also grants to Utility, during the term of the Platform Services Agreement and for the sole and exclusive purpose of supporting Utility’s internal outreach efforts, a limited, revocable, non-transferable (except as otherwise expressly agreed to in writing by Dropcountr), non-exclusive licenses to use, modify and display such key Dropcountr image assets and copy (e.g. event brochures, bill stuffers, webpage placement) as



Dropcountr may provide to Utility from time to time, including as the same may include Dropcountr trademarks, trade names, services marks and logos (collectively, “**Dropcountr Materials**”). All use of Dropcountr Materials by Utility shall be in accordance with such trademark use and other policies as may be provided to Utility by Dropcountr from time to time, and subject to Dropcountr review and approval.

### **Program Implementation (Phase 2)**

#### **Email Marketing Engagement**

Using Customer email and other contact information provided by Utility, Dropcountr will conduct three (3) Customer email campaigns.

These campaigns will consist of unique, account-specific emails which summarize monthly water use, provide a social norms-based comparison, present a call to action to sign up for the Dropcountr HOME program, and legitimize the relationship between Utility and Dropcountr. Each email will include the account name and account number for Customer convenience, and a direct link to the Dropcountr sign-up page.

### **Program Management (Phase 3)**

#### **Status Meetings**

In order to ensure that the project remains on track, and to provide ample opportunity for feedback and insight from Utility, Dropcountr anticipates conducting bi-monthly status meetings. These meetings may be held by phone or webinar.

#### **Supplemental Training**

The Dropcountr project manager will provide supplemental training to Utility as reasonably requested, or when material updates to Platform Services are developed and deployed.