



BADGER METER
BEACON SAAS MANAGED SOLUTION
MASTER AGREEMENT

This BEACON SAAS MANAGED SOLUTION MASTER AGREEMENT (“**Agreement**”) is entered into as of the 24th day of March, 2026 (the “**Effective Date**”) by and between Badger Meter, Inc. , a Wisconsin corporation with offices located at 4545 W. Brown Deer Road, Milwaukee, Wisconsin 53223 (“**Badger Meter**”) , and the City of Glendale, an Arizona municipal corporation, and its officers, board members, elected and appointed officials, employees, agents, consultants, contractors and other authorized representatives (collectively, “**City**”).

(1) **SERVICE.** Badger Meter and its cellular service aggregator and data-hosting service providers (“**Suppliers**”) have developed a hosted, on-demand, web-based service website (“**Portal**”) accessible to its customers to provide metering and water usage service information, communicated through a cellular network, for its customers (“**Service**”), and documentation to assist customers in using the Portal and the Service (“**Documentation**”). Badger Meter’s Suppliers are not parties to this Agreement.

(2) **RIGHT TO ACCESS AND USE THE PORTAL AND SERVICE.** In consideration of the payment of the Service Fees as set forth in Section 5, Badger Meter grants to City (“**Authorized User**”) and City’s approved end-user water customers (“**Authorized Consumer**”) the right to remotely access and use the Service from the Portal (as currently configured) for City’s internal business use and for the benefit of its Authorized Consumers in accordance with this Agreement. Any rights and obligations in this Agreement relative to City and its Authorized Consumers will only be in effect when City affirmatively enables the EyeOnWater Service.

(3) **OWNERSHIP OF PORTAL AND SERVICE.**

(a) **Badger Meter Service.** Badger Meter owns all rights, title and interest in the Portal, Service and Documentation, including all associated intellectual property rights. Neither City, nor its Authorized Consumers will obtain any rights, title or interest in the Portal, Service, or Documentation or any associated intellectual property rights, other than the right to access and use the Portal, Service and Documentation, subject to the terms of this Agreement.

(b) **Suggestions.** If City provides Badger Meter any suggested improvements (“**Suggestions**”) to the Portal, Service or Documentation, City agrees that Badger Meter will own all rights, title and interest in and to the Suggestions, even if City has designated the Suggestions as confidential. Badger Meter will be entitled to use the Suggestions without restriction. By entering into this Agreement, City irrevocably assigns, conveys and transfers to Badger Meter all right, title and interest in and to the Suggestions.



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(4) **TERM.** The term of this Agreement begins on the Effective Date and continues for a ten (10) year term unless earlier terminated in accordance with Section 16 of the Agreement (the “**Term**”). The City may, in its sole, unreviewable discretion, extend the Term of this Agreement for two additional (2) five-year terms. The City will notify Badger Meter 30 days in advance of the expiration of the then applicable term if it wishes to exercise its right to extend the term. There are no automatic extensions or renewals of this Agreement.

(5) **FEES.**

(a) **Service Fees.** In consideration for the right to access and use the Portal, Service and Documentation, City agrees to pay Badger Meter certain fees (“**Service Fees**”) to obtain enterprise-wide access to the Portal, Service and Documentation, authorizing all of its Authorized Consumers to use the Portal and Service and Documentation in accordance with the terms of this Agreement, pursuant to the pricing set forth in **Exhibit 1 - Fees**.

(b) **Taxes** All prices are exclusive of all sales, use, value added, customs and excise taxes, if any, and any other taxes, duties, fees and charges of any kind imposed by any other governmental authority in connection with this Agreement. City shall pay or reimburse Badger Meter on demand for all such taxes, duties, fees and charges but City shall not be responsible for any taxes imposed on, or with respect to, Badger Meter's income.

(6) **RESTRICTIONS ON RIGHT TO USE.** City agrees that it will not use or permit or assist another to use the Portal, Service or Documentation in violation of this Agreement, including ageing not to:

(a) Sell, license, resell, sublicense, or otherwise permit any third parties other than Authorized Consumers to access or use the Portal, Service, or Documentation.

(b) Remove patent, copyright, trademark or other intellectual property markings from the Portal, Service or Documentation.

(c) Modify, alter, tamper with, repair or otherwise create derivatives from the Portal, Service or Documentation.

(d) Copy, reverse engineer, disassemble or decompile the Portal, Service or Documentation or apply any other process or procedure to derive the source code from any software included in the Portal or Service.



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- (e) Use the Portal or Service in a manner that violates any applicable international, federal, state or local laws, rules or regulations.
- (f) Assert or authorize, assist or encourage any third party to assert against Badger Meter, its affiliates, customers, vendors, business partners, Servicers or licensors any intellectual property infringement Claim regarding the Portal, Service or Documentation.
- (g) Transmit content or messages that are illegal, fraudulent, threatening, abusive, defamatory, or obscene.
- (h) Make any unauthorized connection to Badger Meter's information technology architecture ("**Network**").
- (i) Communicate any unsolicited commercial, voice, SMS, or other message.
- (j) Upload or transmit any "virus," "worm," or malicious code or access, alter, or interfere with the communications of and/or information about another customer.
- (k) Take actions that could cause damage to or adversely affect Badger Meter, the Service, Portal, Network or the property or reputation of Badger Meter.

City and Badger Meter agree to make good faith efforts to minimize abuse or fraudulent use of the Portal and Service, to promptly report to each other any such abuse or fraudulent use of which they become aware, and to fully cooperate in any investigation or prosecution initiated by Badger Meter or City related to abuse or fraudulent use of the Portal and Service.

(7) **CUSTOMER SUPPORT.** Badger Meter will provide City the support services described in **Exhibit 2 - Service Level Agreement.**

(8) **CITY DATA.**

(a) **City Data Defined.** City and Authorized Consumers may provide Badger Meter with certain, customer billing information, financial information, personally identifiable information or other protected content ("**City Data**"). Badger agrees to keep such City Data confidential, consistent with Arizona law, and Section 9 below.

(b) **Ownership.** The Parties agree that the City Data is and shall remain the sole and exclusive property of City and/or its Authorized Consumers, including but not limited to any personal privacy or intellectual rights in the City Data.



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(c) Use of City Data by Badger Meter. City and its Authorized Consumers consent to Badger Meter's right to host, access, store, copy and use the City Data as reasonably necessary to provide, maintain, repair and enhance the Portal, Service and Documentation. Badger Meter may disclose certain City Data only to the extent necessary to provide the Service to City or its Authorized Consumers or to comply with the law or request of a governmental or regulatory body (including subpoenas or court orders as described in Section 9).

(d) City Responsibilities. City is solely responsible for the development, content, operation and maintenance of City Data, including but not limited to the technical operation of the City Data, and ensuring that calls made to the Service from City's network are compatible with then-current API's for the Service. City is responsible to ensure that it and its Authorized Consumers, to the extent practicable, comply with the Badger Meter Terms of Use Policy, the Badger Meter Privacy Policy or any other policies referenced in this Agreement and Arizona law.

(9) CONFIDENTIALITY.

(a) Confidential Information Defined. For purposes of this Agreement, Confidential Information means all nonpublic information disclosed by one party to the other that is designated as confidential or that given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential, including but not limited to: (a) nonpublic information related to Badger Meter or its technology, customers, business plans, intellectual property, promotional and marketing activities, finances and other business affairs; (b) third party information Badger Meter is obligated to keep confidential; (c) the content and existence of any discussions or negotiations between the parties; (d) Badger Meter's intellectual property used in providing the Portal, Service or Documentation; and (e) City Data.

(b) Protection of Confidential Information. To the extent permitted by law, the parties agree to hold the other party's Confidential Information in strict confidence and will not copy, reproduce, give, sell, assign, license, market, transfer or otherwise dispose of the Confidential Information of the other party to any third parties or use the Confidential Information for any purposes whatsoever other than as contemplated by this Agreement. The Parties will take all reasonable steps to avoid disclosure, dissemination or unauthorized access to or use of the Confidential Information during the Term and for a period of five (5) years after the end of the Term, except that Confidential Information which is designated as personally identifiable information, sensitive or a trade secret shall continue to be subject to



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these confidentiality obligations in perpetuity and survive the termination of this Agreement.

(c) Traffic Information. All non-confidential data (generally, aggregated system data stripped of PII) generated or collected by Badger Meter through operation of the Portal and Service is referred to as the “**Traffic Data.**” Badger Meter may use Traffic Data for any purpose consistent with this Agreement.

(d) Third Party Requests for Confidential Information. Neither party may disclose the other party’s Confidential Information except subject to the restrictions in this Agreement or as otherwise required by law, including a court order from a court of competent jurisdiction. If a party receives a request for access to the other party’s Confidential Information from a third party, the receiving party agrees to inform the disclosing party in writing within five (5) business days of receipt of the request unless prohibited by law. The party objecting to the disclosure of the requested Confidential Information may then seek an injunction or other judicial action to bar such disclosure.

(e) Exclusions from Confidential Information. Confidential Information of a party shall not include information which: (i) is in or becomes part of the public domain through no fault of the receiving party; (ii) the receiving party can prove was known to it prior to its receipt from the disclosing party without reference to the Confidential Information; (iii) is independently developed by the receiving party outside of this Agreement without use of the disclosing party’s Confidential Information; or (iv) is obtained by the receiving party from a third party which had no obligation of confidentiality to the disclosing party.

(10) CITY’S REPRESENTATIONS AND WARRANTIES. City represents and warrants to Badger Meter that:

(a) Authority. City has the right and authority to enter into this Agreement and to meet its financial and legal obligations under this Agreement.

(b) Ownership. City or its Authorized Consumers own all rights, title and interest in and to the City Data. City has all rights in the City Data necessary to grant the rights to Badger Meter contemplated under this Agreement. If Badger Meter allows unauthorized users to access the City’s Data, the City has the right, but not the obligation, to terminate this Agreement and the Agreement will immediately become null and void.



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(c) **Compliance with the Law.** Neither City nor its Authorized Consumers will access or use the Portal, Service or Documentation in any manner that violates any applicable international, federal, state or local laws and/or regulations, including but not limited to all applicable data protection, intellectual property and privacy laws.

(11) REPRESENTATIONS AND WARRANTIES OF BADGER METER.

(a) **Authority.** Badger Meter represents and warrants to City that it has the right and authority to enter into this Agreement and to perform its obligations under this Agreement.

(b) **Service Warranty.** Badger Meter represents and warrants to City that the Portal and Service will be provided pursuant to **Exhibit 2 – Service Level Agreement**. In providing the Portal and Service, Badger Meter will maintain sufficient data storage capacity to satisfy the technical requirements of this Agreement and the required storage capacity to host the Portal and Service. If City allows unauthorized users to access the Portal, Service or Documentation, this express limited warranty will immediately become null and void.

(c) **Remedy for Breach of the Express Limited Warranty.** If the Portal, Service or Documentation fail to meet the terms of the express limited warranty set forth in Section 11(b), City shall notify Badger Meter promptly as defined in **Exhibit 2 – Service Level Agreement**. In the event Badger Meter breaches the express limited warranty, City will be provided a Service credit to be calculated in accordance with **Exhibit 2 – Service Level Agreement**, and it may also immediately terminate this Agreement for cause or seek any other remedies available under applicable laws of the State of Arizona.

(d) **DISCLAIMER OF IMPLIED WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 11(b), BADGER METER MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE PORTAL, SERVICE OR DOCUMENTATION. BADGER METER EXPRESSLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE PORTAL, SERVICE OR DOCUMENTATION, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING, INDUSTRY PRACTICE OR USAGE OF TRADE.**



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BADGER METER EXPRESSLY DISCLAIMS THAT THE PORTAL AND SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND EXPRESSLY DISCLAIMS ANY WARRANTIES AS TO THE RELIABILITY, QUALITY, SECURITY, CONDITION, DESIGN, SUITABILITY, INTER-OPERABILITY, AVAILABILITY, COMPLETENESS OF THE PORTAL OR SERVICE OR THAT ANY DATA, INCLUDING THE CITY DATA, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. NOTWITHSTANDING THE DISCLAIMER IN THE PRIOR SENTENCE, THE OBLIGATIONS AND REMEDIES AVAILABLE TO THE CITY UNDER LAW FOR BADGER METER'S BREACH OF ANY PROVISION OF THIS AGREEMENT SHALL NOT BE AFFECTED AND SHALL CONTROL OVER THE TERMS OF THIS PROVISION.

(e) ESSENTIAL TERMS. THE ENFORCEABILITY OF THIS SECTION 11 IS ESSENTIAL TO BADGER METER'S WILLINGNESS TO ENTER INTO THIS AGREEMENT WITH CITY.

(12) LIMITATION ON DAMAGES.

(a) DIRECT DAMAGES. IF ANY PARTY DEFAULTS IN ITS OBLIGATIONS UNDER THIS AGREEMENT, THE NON-BREACHING PARTY WILL BE ENTITLED TO RECOVER FROM THE BREACHING PARTY STATUTORY DAMAGES AS PROVIDED UNDER ANY APPLICABLE PROVISION OF ARIZONA LAW AND THE ACTUAL AND DIRECT DAMAGES THAT THE NON-BREACHING PARTY MAY INCUR AS A RESULT OF SUCH BREACH.

(b) CAP ON DAMAGES. NEITHER PARTY NOR ANY OF ITS RESPECTIVE AFFILIATES' ANNUAL LIABILITY UNDER THIS AGREEMENT WILL EXCEED US \$500,000 ANNUALLY.

NOTWITHSTANDING THE FORGOING, SPECIFICALLY FOR CLAIMS DUE TO DIRECT DAMAGES RELATED TO A DATA BREACH OR BREACH OF CONFIDENTIALITY CAUSED BY A PARTY'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, THE PARTIES AGREE THE LIABILITY FOR THE OTHER PARTY WILL IN NO EVENT EXCEED \$1,000,000.

NOTHING IN THIS SECTION 12 WILL LIMIT CUSTOMER'S OBLIGATION TO PAY BADGER METER FOR USE OF THE SERVICES PURSUANT TO SECTION 5.

(c) LIMITS ON DAMAGES. EXCEPT FOR PAYMENT OBLIGATIONS ARISING UNDER SECTIONS 13 AND 14 (INDEMNIFICATION), NEITHER



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PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, DEMANDS, ACTIONS, LOSSES, DAMAGES, FINES, JUDGMENTS SETTLEMENTS, COSTS, EXPENSES, ATTORNEY'S FEES, AND COURT COSTS OR ANY OTHER LIABILITIES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE PORTAL, SERVICE, DOCUMENTATION, OR THE SUBJECT MATTER OF THIS AGREEMENT ("CLAIM").

FURTHER, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST REVENUE OR PROFITS OR DIMINUTION OF VALUE, OR OTHER ECONOMIC ADVERSITY, CLAIMS RESULTING FROM LOSS OF CUSTOMER DATA, OR BREACH OF CONFIDENTIALITY, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. THIS PROVISION DOES NOT APPLY TO EITHER PARTY'S LIABILITY FOR DIRECT DAMAGES RELATED TO A DATA BREACH OR BREACH OF CONFIDENTIALITY CAUSED BY A PARTY'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

BADGER METER WILL NOT BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT OR DAMAGES ARISING IN CONNECTION WITH: (A) CITY'S INABILITY TO USE THE PORTAL OR SERVICE, INCLUDING AS A RESULT OF ANY: (i) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR CITY'S USE OF OR ACCESS TO THE SERVICE; OR (ii) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SERVICE LEVEL AGREEMENT, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICE FOR ANY REASON ENTIRELY BEYOND THE CONTROL OF BADGER METER, INCLUDING BUT NOT LIMITED TO AS A RESULT OF A POWER OUTAGE, SYSTEM FAILURE OR OTHER INTERRUPTION; (B) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES, UNLESS SUCH COST IS INCURRED TO MITIGATE CITY'S DAMAGES FOR A BREACH OF THIS AGREEMENT BY BADGER METER; (C) ANY INVESTMENTS, EXPENDITURES OR COMMITMENTS MADE BY CITY IN CONNECTION WITH THIS AGREEMENT OR CITY'S USE OF OR ACCESS TO THE SERVICE ;OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF CITY'S DATA, UNLESS SUCH UNAUTHORIZED ACCESS FOR THE RESULT OF A BREACH OF THIS AGREEMENT BY BADGER METER.



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(13) CITY'S INDEMNIFICATION OBLIGATIONS.

(a) Generally. City agrees to defend, indemnify, and hold harmless Badger Meter and its officers, employees, and directors against any and all Claims made against Badger Meter by any third party arising out of or related to: (i) City or Authorized Consumers access and use of the Portal, Service, or Documentation; (ii) the City's breach of this Agreement; (iii) violation of applicable law by City or Authorized Consumers; or (iv) a dispute between City and any Authorized Consumer.

(b) Procedure for Indemnification. Upon receipt of a Claim, Badger Meter will provide prompt written notice to City of the Claim for which Badger Meter seeks indemnification. Badger Meter's failure to promptly notify City will waive City's obligation to indemnify Badger Meter. The notice must include a description of the Claim with reasonable detail of the facts giving rise to the Claim. Upon receipt of notice of a Claim, City shall be obligated to assume and control the defense of such Claim at its own expense. Badger Meter may retain its own counsel to cooperate in defending the Claim, at its own expense. Badger Meter agrees to cooperate with City in defending the Claim and in making available to City all witnesses, records, materials and information in its possession or control to assist in the defense of the Claim, as is requested by City. City may not settle or compromise any Claim or consent to the entry of any judgment unless Badger Meter provides prior written consent and Badger Meter is given an unconditional written release from City with respect to the Claim. In the event City fails to defend, indemnify, and hold Badger Meter harmless, after notice of a request for indemnification, Badger Meter shall be entitled to assume the defense and seek reimbursement from City for all losses with regard to the Claim and all attorneys' fees and litigation costs expended by Badger Meter in defending the Claim. Nothing in this Indemnification provision or procedure shall be construed to waive any defense the City may have to such Claim under Arizona law.

(c) Exclusions. The City assumes no liability for, and Badger Meter will not be entitled to receive indemnification from City for, any Claim which results directly and solely from: (i) Badger Meter's failure to provide the Portal or Service in conformity with the Documentation; (ii) Badger Meter's actions in combining the Service with any unapproved third party software, technology, hardware or data; or (iii) Badger Meter's violation of access granted in Section 2 of this Agreement; or (iv) Badger's material breach of any provision of this Agreement.



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(14) BADGER METER'S INDEMNIFICATION OBLIGATIONS.

(a) Generally. Subject to the limitation on damages provisions set forth in Section 12 of this Agreement, Badger Meter agrees to indemnify, defend and hold harmless City, and as applicable its officers, directors, members, board members, governing members, trustees, commissioners, elected and appointed officials, employees, agents, consultants and other representatives ("**City Parties**") from and against any and all Claims made against City Parties by any third party arising out of or related to: (i) Badger Meter's design, construction, implementation or the third party's use of the Portal, Service, or Documentation; (ii) Badger Meter's material breach of this Agreement or any negligent act committed by Badger Meter related to its terms; (iii) violation of applicable law by Badger Meter; or (iv) a dispute between Badger Meter, the City and/or any Authorized Consumer.

(b) Mitigation. If the Portal, Service or Documentation becomes the subject of a Claim and the City or any Authorized Consumer is enjoined from its use of such services, Badger Meter will have the right to: (i) procure for City and its Authorized Consumers the right to continue using the Portal and Service; (ii) modify the Portal and Service to avoid any service interruption, provided the modification does not materially change the functionality of the Portal and Service; (iii) replace the Portal and Service with an equally suitable, functionally equivalent Portal and Service; or (iv) immediately terminate this Agreement and provide City with a refund of any unused pre-paid portion of the Service Fees and any actual damages incurred to obtaining replacement services, as provided in Section 12 above.

(d) Exclusions. Badger Meter assumes no liability for, and City will not be entitled to receive, indemnification for any Claim which results directly and solely from: (i) City's failure to use the Portal or Service in conformity with the Documentation; (ii) City's actions in combining the Service with any third party software, technology, hardware or data; or (iii) City's violation of access granted in Section 2 or City's material breach of any provision of this Agreement.

(c) Procedure for Indemnification. Upon receipt of a Claim, City will provide prompt written notice to Badger Meter of the Claim for which the City Parties seek indemnification. City's failure to promptly notify Badger Meter will not affect Badger Meter's obligation to indemnify the City Parties. The notice must include a description of the Claim with reasonable detail of the facts giving rise to it. Upon receipt of notice of a Claim, Badger Meter shall be obligated to assume and control the defense of such Claim at its own expense. City may retain its own counsel to cooperate in defending the Claim, at its own expense. City agrees to cooperate with Badger Meter in defending the Claim and in making available to Badger Meter all



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witnesses, records, materials and information in City's possession or control to assist in the defense of the Claim as is reasonably requested by Badger Meter. Badger Meter may not settle or compromise any Claim or consent to the entry of any judgment unless City provides prior written consent and the City is given an unconditional written release from Badger Meter with respect to the Claim. In the event Badger Meter fails to defend, indemnify, and hold the City Parties harmless, after notice of a request for indemnification, City shall be entitled to assume the defense and seek reimbursement from Badger Meter for all losses with regard to the Claim and all attorneys' fees and litigation costs expended by Customer in defending the Claim.

(15) TERMINATION.

(a) Termination for Convenience. City may terminate this Agreement for any reason by providing Badger Meter written notice of termination at least ninety (90) days in advance of the effective date of such termination. Badger Meter shall be entitled to receive just and equitable compensation for any services performed hereunder through the date of the termination. After receipt of a notice of termination for convenience, Badger Meter will cancel or divert related services and settle all outstanding liabilities associated with the cancellation of such commitments as promptly as possible, but in no case longer than 60 days after the termination becomes effective.

Lack of Appropriations. Nothing in this Agreement guarantees that some or all of the funds necessary to comply with all of the City's obligations under this Agreement will be appropriated or otherwise be available. The City agrees to seek such appropriations in good faith from the City Council and agrees not to use the lack of appropriation as a substitute for termination for convenience. If sufficient funds are not appropriated or otherwise available, the City may unilaterally terminate this Agreement after providing thirty (30) days written notice. In the event the City provides such notice, the City will not be entitled to a refund or offset of any amounts previously paid but will not pay any amounts that become due after providing such notice.

(b) Termination for Cause. A party is in default under this Agreement if it materially breaches or materially fails to perform its obligations under this Agreement, which includes any failure to make undisputed payments pursuant to Section 5 ("Event of Default").

(c) Opportunity to Cure. Upon the occurrence of an Event of Default, the non-defaulting party shall deliver a written notice describing the Event of Default (the



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“Cure Notice”). If the receiving party has not cured the Event of Default within thirty (30) days after receipt of the Cure Notice, then the non-defaulting party shall have the right to terminate this Agreement, at its option, by delivering to the defaulting party a written notice of termination (the “**Termination Notice**”).

(d) Immediate Right to Terminate. Either party shall have the right to immediately terminate this Agreement: (i) in order to protect its Confidential Information; (ii) in order to comply with applicable law; (iii) upon discovery that the other party made a representation or warranty which was materially untrue as of the Effective Date or is materially untrue at any time during the Term; or (iv) upon an assignment for the benefit of creditors, the appointment of a receiver to manage its business or assets, or avails itself of, or becomes subject to, any proceeding under any statute relating to insolvency or for the protection of creditor rights or if a party becomes insolvent or technically bankrupt.

(e) Termination. Upon delivery of the Termination Notice to the other party: (i) Badger Meter may cease providing Services to City and Authorized Consumers; (ii) City may cease paying Badger Meter for its Portal, Services or Documentation; (iii) City and Authorized Consumers will have no further right to use the Portal, Service or Documentation, and will immediately cease using the Portal, Service and Documentation, and will receive no further Service; (iv) each party will deliver to the other any Confidential Information in its possession or control, and (v) Badger Meter will cease gathering data from City’s endpoints. Within a reasonable time after termination, not to exceed 30 days, Badger Meter will scrub the personally identifiable information from the City Data. City must immediately return, or at Badger Meter’s option, destroy all Documentation provided to City by Badger Meter. City will remain liable for any Service Fees incurred prior to termination.

(f) Post - Termination Assistance. Upon termination of this Agreement for any reason, upon request by the City, Badger Meter will provide post-termination data retrieval assistance to City for an additional fee, which shall be invoiced at the rate of \$200/hour, with the number of hours required agreed to in advance and determined by the amount of data City wishes to extract from the Service. Any additional post-termination assistance from Badger Meter is subject to mutual agreement by the parties.

(g) Reinstatement Fee. If Customer desires to reinstate access to the Portal and Service after termination, a reinstatement fee of \$7.50 per endpoint reinstated will apply.

(16) SUSPENSION OF SERVICES.



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(a) Nonpayment. Badger Meter may suspend the Service and access to the Portal and shall not be obligated to provide access to the Portal and Service to City or Authorized Consumers until all outstanding undisputed invoices for the Service have been paid in full, including any fees associated with suspension of the Service.

(b) Network Protection. Badger Meter may restrict or suspend all or a portion of the Service or limit the Service as may be reasonably necessary to prevent or limit suspected fraud or any problem if the City or its Authorized Consumer knowingly creates a situation that materially and adversely affects the performance of the Service and/or is likely to do substantial damage to Badger Meter. Such situations may arise: (a) if a device is deployed on the Service that the City or an Authorized Consumer knows is materially out of compliance with the technical requirements; (b) if actual or suspected fraudulent occurs; or (c) the City or an Authorized Consumer knows the use is disruptive or damaging to Badger Meter's operations.

(c) Notification. In the event that Badger Meter restricts, suspends or cancels any portion of the Service or limits the operation of the Service, Badger Meter shall use reasonable efforts to: (i) promptly notify City in advance; (ii) provide reasonable information regarding its identification of the issue that resulted in the actions taken; and (iii) reinstate Service upon resolution of the issue as soon as practicable and in any case within a reasonable timeframe.

(d) Immediate Suspension. Badger Meter may suspend City's or an Authorized Consumers right to access or use the Service immediately upon notice to City if Badger Meter determines:

(i) Use of the Service poses a security risk to the Service, the Network or any third party, adversely impacts the Service, the Network or data of any other Badger Meter customer, or subjects Badger Meter or any third party to liability or fraud.

(ii) City or one of its Authorized Customers is in breach of this Agreement or is delinquent on its payments for more than thirty (30) days.

(iii) Badger Meter has an assignment for the benefit of creditors or similar disposition of its assets in accordance with a court order or becomes the subject of any stay under a bankruptcy, reorganization, liquidation dissolution or similar legal proceeding.



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(e) **Reinstatement.** Badger Meter will use all commercially available efforts to restore City's rights to use and access those portions of the Service or accounts that gave rise to the suspension promptly after City has resolved the problem giving rise to the suspension.

(f) **Effect of Suspension.** If Badger Meter suspends City's right to access or use all or any portion of the Service or the Portal:

(i) City remains responsible for all Service Fees and undisputed charges incurred through the date of suspension.

(ii) City remains responsible for any applicable Service Fees and charges for any Services to which City has continued access as well as applicable fees and charges.

(iii) City will not be entitled to any service credits under the Service Level Agreement for any period of suspension.

(iv) Badger Meter's right to suspend the Services is in addition to Badger Meter's right to terminate this Agreement for a material breach of this Agreement as otherwise provided herein.

(17) COMPLIANCE WITH REGULATIONS

(a) **Data Privacy.** Each party is responsible for complying with industry standards and such applicable laws and regulations, including, but not limited to, the generally accepted practices in the information technology service management industry for providing secure data handling and management, including meeting or exceeding Information Technology Infrastructure Library (ITIL) standards for logical and physical security and all requirements regarding the protection of data in its possession or under its control. A party will not be liable for any failure of the other party to comply with this requirement.

(b) **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, Badger Meter warrants their compliance and that of its subcontractor with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Badger Meter or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-



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mentioned warranty. Badger Meter and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

(c) No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

(d) Uyghur Forced Labor Prevention Act (UFLPA). Badger Meter certifies that it does not currently, and during the term of this Agreement, will not use:

- (i)** the forced labor of ethnic Uyghurs in the People's Republic of China;
- (ii)** any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- (iii)** any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

(e) Conflicts. Badger Meter acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

(f) Non-Discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

(18) DATA SECURITY AND RECOVERY.

(a) Data Security. In order to protect the City Data and prevent unauthorized access to or use of City Data, the Portal or Service, Badger Meter has implemented commercially reasonable internal procedures and systems designed to protect the



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privacy and security according to the requirements set forth in **Exhibit 3 – BEACON SaaS Managed Solution Security Policy** (“**Security Standards**”), consistent with applicable international, federal, state and local laws. The purpose of the security policy is to identify reasonably foreseeable and internal risks to security and unauthorized access to Badger Meter’s Network and minimize security risks, including through risk assessment and regular testing. Badger Meter will designate one or more employees to coordinate and be accountable for the security program.

(b) Protection of Customer Data. Badger Meter will implement reasonable and commercially available data security measures consistent with industry standards for the Badger Meter Network designed to help City secure its City Data against accidental or unlawful loss, access or disclosure. Such measures may be undertaken in accordance with Badger Meter’s Security Standards or any more stringent industry standards. Badger Meter may modify its Security Standards from time to time but will continue to provide at least the same level of security as described in the Security Standards as of the Effective Date. The security and data privacy provisions in this Agreement contain Badger Meter’s contractual obligation regarding the security, privacy and confidentiality of City Data.

(c) Data Storage. Badger Meter will employ industry standard, commercially available storage (including backup, archive and redundant data storage) and precautions to prevent the loss of or alteration of City Data, but does not guarantee against any such loss or alteration. Badger Meter will not serve as City’s official record keeper. City will maintain source documents of the Confidential Information (such as billing information) hosted by Badger Meter under this Agreement.

(d) City Responsibilities. Badger Meter is responsible for properly configuring and advising the City how to use the Service. Using the advise and Services provided by Badger Meter, the City will take steps to maintain appropriate security, protection and backup of its own City Data, including but not limited to the use of encryption technology to protect City Data from unauthorized access and will perform routine archiving of the City Data. City is responsible for regularly auditing its Authorized Consumers, and will enact internal procedures to remove and prevent employees, consultants and authorized representatives from using the Service if their job duties change and access is no longer appropriate. The City is responsible for ensuring that all security standards are met for its own environment.

(e) Data Transmission Risks.

(i) Cellular Transmissions. Badger Meter cellular endpoints conform to the AES256 encryption standards or the latest AES standard in effect. City



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acknowledges that Badger Meter cannot guarantee the privacy or security of any cellular transmissions as part of the Service. City acknowledges that cellular transmissions are capable of being intercepted by third parties without the knowledge or permission of Badger Meter. Badger Meter shall not be liable to City or its Authorized Consumers or any third party for interception or unauthorized use of any data transmitted through the cellular network, as part of the Service.

(ii) Internet Transmissions. City acknowledges that security of transmissions over the Internet cannot be guaranteed. Badger Meter is not responsible for: (i) City's access to the Internet; (ii) interception, unauthorized use or interruptions of communications through the Internet; or (iii) changes or losses of data through the Internet, in each case other than to the extent caused solely by Badger Meter. In order to protect City Data, Badger Meter may suspend City's or an Authorized Consumer's access to or use of the Badger Meter Portal or Service via the Internet immediately, without prior notice, pending an investigation of any potential security breach.

(f) Password Protection. City and its Authorized Consumers will be required to select and use certain user names, passwords or codes to access and use the Service and Portal. City assumes sole responsibility for the selection, management and use of any codes or passwords as may be permitted or required for the access to and use of the Portal and Service by the City and its Authorized Consumers. City agrees to maintain the privacy of usernames and passwords associated with the Badger Meter Portal and Service. City shall remain responsible for all activities that occur under City's password or Internet account. City will immediately notify Badger Meter of any unauthorized use of City's password or Internet account or any other breach of security, and ensure that City exits from City's Internet account at the end of each session. Badger Meter shall not be liable for any damages incurred by City or any third party arising from City's failure to comply with this Section.

(g) Third Party Access. To the extent that City requests that Badger Meter provide any City Data to its Authorized Consumers or third parties or any non-U.S. location, City represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state or local laws and/or regulations.

(h) Security Breach. If Badger Meter becomes aware of a security breach or that compromises the security, confidentiality or integrity of the City Data ("Breach"), Badger Meter will promptly notify City in writing and take appropriate actions to resolve the Breach. Badger Meter will fully cooperate with City to investigate the nature and scope of any Breach. In its initial notification to City, Badger Meter will



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provide City with: (i) a description of the Breach; (ii) the estimated impact of the Breach on City's Data; (iii) the name and contact information of the person at Badger Meter who will be primarily responsible for resolving the issues for City; and (iv) the investigation taken and the suggested corrective action. Badger Meter will also fully cooperate with City in assisting with notification of the Breach and taking corrective action as requested by City.

(i) Notification of Breach. In the event that applicable law requires notification to individuals of an Breach or if requested by City, Badger Meter will take additional mitigation steps for the benefit of City, including, but not limited to, providing, drafting and sending of required notifications.

(19) CHANGES.

(a) Right to Make Changes. Badger Meter may make any changes applicable to all of Badger Meter's customers and systems to the Terms of Use, the Privacy policies, the Portal, Service or Documentation, without City's approval, , provided such changes: (i) do not increase City's total costs of accessing and using the Portal and Service during the Term of this Agreement ; (ii) do not require City to make changes to its systems, software, equipment, policies or procedures ; (iii) do not have a material adverse impact on the functionality, interoperability, performance, reliability, security or resource efficiency of the Portal and Service ; (iv) do not materially reduce the scope of the Portal and Service; and (v) are otherwise consistent with this Agreement. Badger Meter may publicize any changes made consistent with this provision, but must provide direct, written advanced notice to the City representative identified herein. Any such changes will not take effect until thirty (30) days after written notice is provided to the City. City's written consent is required before it can be bound by the modified policies. Any changes Badger Meter makes contrary to the notice and consent requirements of this Section shall be null and void and not binding on the City.

(b) Emergency Changes; System Improvement. Notwithstanding the foregoing, Badger Meter may make temporary changes to the Portal and Service required by an emergency or threat to the security or integrity of the Portal or Service, to respond to Claims, litigation or loss of license rights related to third party intellectual property rights or to comply with the law or requests of a government entity, as well as take actions deemed reasonably necessary to protect or optimize the Service. Some of these actions may interrupt or prevent legitimate communications and usage, including, for example, use of message filtering/blocking software to prevent SPAM or viruses, limitations on throughput, and scheduled maintenance. Badger Meter will provide written notice directly to the City's representative identified in



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this Agreement, unless the City provides an alternative method of notice or authorized representative. Badger Meter will provide City with: (i) at least thirty (30) days' advance notice of planned maintenance by Badger Meter; and (ii) as much advance notice as reasonably possible of emergency changes or security threat identified by Badger Meter. Any actions resulting in permanent changes shall only be made in compliance with Section (19) (a).

(20) RIGHT TO SUBCONTRACT. Badger Meter may subcontract the performance of any of its cellular or web-services duties or obligations under this Agreement as identified in its Response to the City's Request for Proposal 25-14 without obtaining advance approval from the City. Should Badger Meter wish to substitute a with a different subcontractor than originally proposed or propose to use a subcontractor for a different task or activity, Badger Meter shall identify a subcontractor with the requisite skills to perform any subcontracted obligations in accordance with the terms of this Agreement and obtain the City's written consent, which shall not be unreasonably withheld, before such substitution becomes effective.

(21) GENERAL.

(a) Binding Agreement. This Agreement is binding upon and will inure to the benefit of the parties and their respective successors and assigns.

(b) Assignment. Neither party may assign its rights and obligations under this Agreement without the express written consent of the other party, which consent will not be unreasonably withheld or delayed. Any purported assignment or transfer in violation of this Section will be null and void.

(c) No Waiver. The waiver or failure of either party to exercise any right or remedy provided under this Agreement will not be deemed a waiver of any further right or remedy. All waivers must be in writing to be effective.

(d) Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions of this Agreement will be interpreted to effectuate the intent of the original Agreement. If such construction is not possible, the invalid or unenforceable portion of the Agreement will be severed from this Agreement, and the remainder of the Agreement will remain in full force and effect.

(e) Independent Contractors. The Parties agree that they are independent contractors and that neither party nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.



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(f) Savings Clause. The invalidity of any provision of this Agreement shall not affect the validity and binding effect of the remaining provisions.

(g) No Third Party Beneficiaries. Nothing express or implied in this Agreement shall confer any rights, remedies, obligations or liabilities whatsoever to third parties which are not signatories to this Agreement.

(h) Governing Law. The terms of this Agreement are governed by the laws of the State of Arizona, without reference to its conflict of laws principles. The parties agree that any judicial action brought to enforce the terms and conditions of this Agreement shall be brought in a court of competent jurisdiction in Maricopa County, Arizona.

(i) Claims Against or Liability of Badger Meter Suppliers. City acknowledges that the Service utilizes services that are furnished to Badger Meter from one or more suppliers (including Amazon Web Services) pursuant to agreements between Badger Meter and its suppliers. Neither City nor its Authorized Consumers has a contractual relationship with Badger Meter's suppliers. Should City institute litigation against Amazon Web Services related to the Service provided under this Agreement, City agrees: (i) to provide written notice of such claim within five (5) business days, including providing a full copy of any filings, if requested; and (ii) to reimburse Badger Meter for its actual out-of-pocket attorneys' fees and travel expenses incurred directly in connection with City's claim against Amazon Web Services, if, and only if, such litigation by City against Amazon Web Services is dismissed with prejudice by a court of competent jurisdiction in a final and non-appealable order and such court awards Amazon Web Services its attorneys' fees and costs.

(j) Dispute Resolution.

(i) Initial Resolution Efforts. The parties shall act in good faith and use commercially reasonable efforts to promptly resolve any claim, dispute, controversy or disagreement (each a "**Dispute**") between the parties or any of their respective subsidiaries, affiliates, successors and assigns under or related to this Agreement or any document executed pursuant to this Agreement or any of the transactions contemplated hereby.

(ii) Arbitration. If the parties cannot resolve the Dispute informally within ten (10) days after initial notice of the Dispute, the Dispute shall be submitted for resolution in accordance with the Rules of the American Arbitration Association (AAA).



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(iii) The parties will each submit the names of 3 arbiters acceptable to them from the AAA Panel to preside over the dispute. The parties will then either reach agreement on the name of the person to hear the Arbitration or designate Bruce Meyerson, a former Judge from the Arizona Court of Appeals, as the neutral third party.

- Each party will bear its own costs of the arbitration. The resulting award may be confirmed and reduced to judgment in any court of competent jurisdiction. With respect to any such post-arbitral judicial proceedings, the parties consent to the exercise of personal jurisdiction over them by the state and federal courts sitting in Maricopa County, Arizona and waive any objection that they would otherwise have to venue in such courts.

- The duty to arbitrate does not preclude either party from pursuing interlocutory or provisional relief pending arbitration in any court of competent jurisdiction if such relief is necessary in order to preserve the practical ability of the arbitrator to make an effective award or to avoid a genuine and substantial risk of injury that cannot be adequately remedied by an eventual arbitral award. Neither the pursuit of nor the failure to provide any such interlocutory or provisional remedy in court, however, shall relieve either party of the duty to pursue ultimate resolution of the dispute through arbitration as provided for herein.

(22) INJUNCTIVE RELIEF: Notwithstanding the provisions of Section 21, to the extent permitted by law, either party shall have the right to pursue injunctive, declaratory or other relief by the state and federal courts sitting in Maricopa County, Arizona and waive any objection that they would otherwise have to venue in such courts.

(23) NOTICES. All notices shall be in writing and delivered to the other party by means of: (a) personal delivery set forth below; (b) courier (signature required upon delivery); (c) recognized overnight courier, at the following address; (d) fax with proof of delivery; or (e) via electronic mail with proof of delivery: Notices sent by email will be effective when sent and notices posted on Badger Meter's Portal will be effective upon posting. All notices must be provided in the English language.

If to Badger Meter:

Legal Department, Attn: Assistant General Counsel
4545 W. Brown Deer Road
Milwaukee, WI 53223



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If to City:

Ron Serio, Water Services Director
City of Glendale
7070 W Northern Avenue
Glendale, AZ 85303

With a Copy to:
Michael D. Bailey
City Attorney
6829 N. 58th Drive, Ste. 201
Glendale, AZ 85301

(24) SURVIVABILITY. Any provision of this Agreement which by its nature should survive termination or expiration of this Agreement shall survive its expiration or termination.

(25) LIMITATION OF CLAIMS. No action arising under or in connection with this Agreement, regardless of the form, may be brought by Customer more than six (6) year after Customer becomes aware of or should reasonably have become aware of the occurrence of events giving rise to the Claim.

(26) FORCE MAJEURE. Neither party shall be liable to the other or any third party by reason of any failure or delay of its obligations under this Agreement where the delay or failure results from any cause beyond its reasonable control, including, but not limited to, acts of God, fires, storms, floods or other acts of nature, explosions, systemic electrical telecommunications or other utility failures, earthquakes, hurricanes, tornados, natural disasters, strikes, work stoppage or other labor dispute, embargoes, riots, insurrections, acts of war or terrorism, or any action or restraint by court order or public or governmental authority ("**Force Majeure Event**"). The party subject to the Force Majeure Event agrees to use commercially reasonable efforts to minimize the impact of the Force Majeure Event on the other party. Increased cost of a product or service due the imposition of any tariff, tax or surcharge is not considered a "force majeure."

(27) AMENDMENT. This Agreement may only be amended by a written document signed by both parties.

(28) ENTIRE AGREEMENT. This Agreement, including all applicable Exhibits and policies, constitutes the entire agreement between the parties with regard to its subject



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matter. This Agreement supersedes all prior or contemporaneous agreements, discussions, negotiations, undertakings, communications, representations or proposals, whether written or oral. In the event an Exhibit, attachment, policy or procedure conflicts with the terms and conditions of this Agreement, the term or condition of this Agreement shall control and be enforceable.

(29) ORIGINALS, COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together will be deemed to constitute one and the same document. This Agreement may be executed and delivered by facsimile signature or portable document format (.pdf) by electronic mail.

IN WITNESS WHEREOF, the authorized representatives of the parties hereby bind the parties to this BEACON SaaS Managed Solution Master Agreement by signing below:

BADGER METER, INC

CITY OF GLENDALE

Signed by:
Shauna Griffin
C3A58FC68B844DB...

Signature

Patrick S. Banger (Signature)

Printed Name

Patrick S. Banger (Printed)

Title
3/17/2026

City Manager

Date

Date

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney



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EXHIBIT 1

FEES

1. **Service Fees.** City agrees to pay the following Service Fees, as consideration for the right to access and use the Portal, Service and Documentation during the Term, as well as applicable Taxes.

2. **Invoicing.** Badger Meter shall issue invoices to City for Service and Support Fees on a monthly basis. Undisputed payments are due within thirty (30) days of the date of the invoice. Invoicing for monthly endpoint subscription fee starts at time of endpoint activation or 6 months from date of shipment, whichever comes first.

3. **Interest and Costs.** City agrees that it will be responsible to pay Badger Meter for any collection expenses incurred by Badger Meter, including interest at the highest interest rate permitted by law, and reasonable attorneys’ fees and court costs incurred by Badger Meter in enforcing its rights under this Agreement.

BEACON Monthly Endpoint Subscription Fee per endpoint per month:

BEACON Service Units			Quantity	Unit Price	Ext Price
BEACON Managed Solution Service Unit Pricing - Year 1	EA	68886-104	129,472	\$ 0.55	\$ 71,209.60
BEACON Managed Solution Service Unit Pricing - Year 2	EA	68886-104	274,638	\$ 0.55	\$ 151,050.90
BEACON Managed Solution Service Unit Pricing - Year 3	EA	68886-104	794,688	\$ 0.55	\$ 437,078.40
BEACON Managed Solution Service Unit Pricing - Year 4	EA	68886-104	802,634	\$ 0.56	\$ 449,475.04
BEACON Managed Solution Service Unit Pricing - Year 5	EA	68886-104	810,661	\$ 0.57	\$ 462,076.77
BEACON Managed Solution Service Unit Pricing - Year 6	EA	68886-104	818,767	\$ 0.58	\$ 474,884.86
BEACON Managed Solution Service Unit Pricing - Year 7	EA	68886-104	826,955	\$ 0.58	\$ 479,633.90
BEACON Managed Solution Service Unit Pricing - Year 8	EA	68886-104	835,225	\$ 0.59	\$ 492,782.75
BEACON Managed Solution Service Unit Pricing - Year 9	EA	68886-104	843,577	\$ 0.60	\$ 506,146.20
BEACON Managed Solution Service Unit Pricing - Year 10	EA	68886-104	852,013	\$ 0.61	\$ 519,727.93
BEACON Managed Solution Service Unit Pricing - Year 11	EA	68886-104	860,533	\$ 0.62	\$ 533,530.46
BEACON Managed Solution Service Unit Pricing - Year 12	EA	68886-104	869,138	\$ 0.63	\$ 547,556.94
BEACON Managed Solution Service Unit Pricing - Year 13	EA	68886-104	877,829	\$ 0.64	\$ 561,810.56



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BEACON Managed Solution Service Unit Pricing - Year 14	EA	68886-104	886,608	\$ 0.65	\$ 576,295.20
BEACON Managed Solution Service Unit Pricing - Year 15	EA	68886-104	895,474	\$ 0.66	\$ 591,012.84
BEACON Managed Solution Service Unit Pricing - Year 16	EA	68886-104	904,429	\$ 0.67	\$ 605,967.43
BEACON Managed Solution Service Unit Pricing - Year 17	EA	68886-104	913,473	\$ 0.68	\$ 621,161.64
BEACON Managed Solution Service Unit Pricing - Year 18	EA	68886-104	922,608	\$ 0.69	\$ 636,599.52
BEACON Managed Solution Service Unit Pricing - Year 19	EA	68886-104	931,834	\$ 0.70	\$ 652,283.80
BEACON Managed Solution Service Unit Pricing - Year 20	EA	68886-104	941,152	\$ 0.71	\$ 668,217.92
Total					\$ 10,038,502.66



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EXHIBIT 2

SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) will go into effect upon completion of Endpoint Provisioning, which is the point during meter installation when the endpoint is installed and verified to provide data to the BEACON SaaS Managed Solution.

1. CUSTOMER SUPPORT.

Service Levels. Within one (1) hour after a request for City Support Services from City, Badger Meter will respond to such request in accordance with the procedures set forth below. City may report the problem by phone, email or website provided by Badger Meter to City. Badger Meter will use commercially reasonable efforts to meet the response and resolution times set forth below:

Severity Level	Response Time	Resolution Time
Level 1 - Service is unavailable	one (1) hour	six (6) hours
Level 2 - certain interruptions but service is still available	twenty-four (24) hours	twenty-four (24) hours
Level 3 - minor intermittent malfunction	twenty-four (24) hours	three (3) days
Level 4 - suggestions for new features or enhancements to BEACON Portal and Service	twenty-four (24) hours	Evaluated, scheduled and prioritized for potential inclusion in upcoming releases.



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2. BEACON PORTAL AND SERVICE AVAILABILITY STANDARD.

Badger Meter is obligated to provided the following Service Availability Standard:

- BEACON Portal and Service Availability of 99% within each calendar month, excluding any Emergency Downtime, Scheduled Downtime, any unavailability of the Portal and Service due to any Force Majeure Event and any unavailability of the Portal and Service less than fifteen (15) minutes in duration following written notice thereof.

Definitions

“**Availability**” is the monthly uptime percentage with normal functionality of the Portal and the Service, calculated as described below.

“**Emergency Downtime**” means any unavailability of the Portal or Service due to a temporary suspension by Badger Meter to perform maintenance to address any, urgent and unexpected issue with the Portal or Service.

“**Scheduled Downtime**” means any unavailability of the Portal or Service due to scheduled maintenance. Scheduled maintenance may occur between 10:00 p.m. on Saturday to 4:00 a.m. on Sunday (Pacific Time) every week. Badger Meter shall have the right to change the scheduled maintenance times upon notice to Customer posted on the BEACON Portal.

CALCULATION of BEACON Portal and Service Availability:

Availability is measured by Badger Meter through standard monitoring software that tests the application availability at least every five (5) minutes and logs unavailability incidents (date and UTC time) for each monitored component.

Availability is calculated as the percentage of uptime in the applicable calendar month, excluding scheduled downtime:

$$1 - \frac{\text{Total Unavailability Minutes}}{\text{Total Minutes of Service Month} - \text{Total Minutes of Approved Downtime}}$$

Where:

“**Total Unavailability Minutes**” is the cumulative unavailability time in minutes in the applicable month where the Portal and Service are not available due to unplanned outages or from systematic errors on the part of Badger Meter.



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“**Total Minutes of Service Month**” is the cumulative time in minutes in the month in question, calculated by taking the number of days in month x 24 hours/day x 60 minutes/hour, and

“**Total Minutes of Approved Downtime**” is the cumulative time in minutes in the applicable month where the Supplier applications are not available due to scheduled downtime; other planned scheduled outages, or approved exclusion conditions as defined in this Agreement.

In order to be included within the Total Unavailability Minutes: (a) City shall notify Badger Meter, in writing, via email(techsupport@badgermeter.com) of the unavailability of the Portal or the Service; (b) such unavailability shall be greater than fifteen (15) minutes in duration following Badger Meter’s receipt of such notice; and (c) City shall notify Badger Meter, in writing, via email within twenty-four (24) hours of such unavailability that it should be included within the Total Unavailability Minutes unless such unavailability is due to any Emergency Downtime, Scheduled Downtime, or any unavailability of the Services due to any Force Majeure Event.

Service Credits

If Badger Meter fails to meet the BEACON Portal and Service Availability Standard, the following Service Credits will be calculated as follows:

Service Credit = Endpoint Service Units Consumed in the Month * (1 - Availability)
 rounded to the next whole number

Availability	Service Credit (Service Units per 1,000 Service Units consumed in the month)
95%	50
90%	100
80%	200
70%	300
60%	400
50%	500

Service Credit will be added to City’s account in the form of pre-paid Service Units for the same endpoint type(s).



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3. MONTHLY BILLING DATA SERVICE STANDARD.

Badger Meter will use commercially reasonable efforts to provide Service according to the following agreed upon standard:

- The BEACON SaaS Managed Solution will successfully provide Monthly Billing Data for at least 98.5% of provisioned accounts at the time of billing request to the BEACON SaaS Managed Solution.

Definitions

“**Managed Solution**” is a system that consists of a network deployment using fixed network and/or cellular endpoints, where Badger Meter maintains the responsibility for managing the reading hardware and software for system operation over the Term of the Agreement.

“**Provisioned Accounts**” are accounts with cellular or fixed network endpoints that are discovered by the network, fully able to communicate with the network, and completely entered correctly in the BEACON SaaS Managed Solution.

“**Monthly Billing Data**” is a valid meter reading obtained within three (3) days of the billing as performed through the BEACON SaaS Managed Solution to provisioned accounts.

CALCULATION of Monthly Billing Data Service Standard for Provisioned Accounts:

Monthly Billing Data success rate is calculated by the count of accounts in the billing cycle with meter read data within three (3) days (“**Count of Billing Reads**”) divided by the number of active and Provisioned Accounts in the billing cycle (“**Count of Total Billing Cycle**”).

$$\frac{\text{Count of Billing Reads}}{\text{Count of Total Billing Cycle}}$$

Where:

“**Count of Billing Reads**” is the total number of accounts in the billing file with valid data that a billing quality reading is supplied for managed solution endpoints.

“**Count of Total Billing Cycle**” is the total number of accounts with valid data in the billing file being processed for managed solution endpoints.



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If City suspects that the Monthly Billing Data Service Standard has not been met for a particular Billing Cycle: (a) City shall notify Badger Meter, in writing, within twenty-four (24) hours of the occurrence, via email (techsupport@badgermeter.com) of the Count of Billing Reads and Count of Total Billing Cycle of managed solution endpoints; and (b) the specific time and date when the billing read file was generated.

Service Credits

If Badger Meter fails to meet the Monthly Billing Data Service Standard, Service Credits will be calculated as follows:

Service Credit = Managed Solution Endpoint Service Units Consumed in the Month * (1 - Monthly Billing Data Success Rate) rounded to the next whole number

Monthly Billing Data Success Rate	Service Credit (Service Units per 1,000 Service Units consumed in the month)
95%	50
90%	100
80%	200
70%	300
60%	400
50%	500

Service Credit will be added to City’s account in the form of pre-paid Service Units for the same endpoint type(s).



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4. **MISCELLANEOUS.**

Exclusions

The BEACON Portal and Service Availability Standard and Monthly Billing Data Service Standard do not apply to any of the following performance issues, in addition to other exclusions herein:

- (i) Any actions or inactions of City or its Authorized Consumers in accordance with the restrictions and requirements of this Agreement;
- (ii) Connectivity issues due solely to City or its suppliers' equipment, software, or other technology and/or City's third party equipment, software, or other technology entirely outside of Badger Meter's control
- (iii) Failures, including, but not limited to, internet connectivity, port availability, firewall configuration, or cellular networks at City's location;
- (iv) City's material breach of any term or condition under the Agreement;
- (v) Unexpected or unintentional RF interference or signal obstruction caused by sources not present or not in use during endpoint installation;
- (vi) Intentional RF interference or signal obstruction not present during endpoint installation, caused by third parties;
- (vii) City or an Authorized Consumer's misuse or abuse of the Portal or Service;
- (viii) During an event triggering a disaster recovery and for a twenty-four (24) hour period after the resumption of the Service following such an event to allow for the system to return to normal operating ranges;
- (ix) Arising from Badger Meter's suspension or termination of City's right to use the BEACON Managed Solution in accordance with the Agreement;
- (x) Arising from failure of City to follow Badger Meter's published installation, operation and maintenance instructions and Clarifications from Badger Meter's Preliminary Network Design; and
- (xi) When outdoor temperatures either exceed or are below the endpoint operating temperature range as described in the applicable product data sheet.
- (xii) Accounts read using manual, touch read, handheld and mobile technology are not included as part of the Monthly Billing Data Service Standard, as these reading technologies are outside of Badger Meter's control.

In the event Badger Meter does not meet a Service Standard hereunder, Badger Meter will conduct a commercially reasonable root cause analysis to determine the corrective action necessary to achieve the Service Standard. If Badger Meter's analysis: (i) is inconclusive; (ii) determines an exclusion described herein applies; or (iii) concludes that circumstances outside of Badger Meter's control caused its non-compliance with the Service Standard, the City will not be entitled to a Service Credit. If Badger Meter's analysis is conclusive and that circumstances within Badger Meter's control caused the



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non-compliance with the Service Standard, the City will receive a Service Credit as described above. Nothing in this Section prevents or prohibits the City from disputing any determination made by Badger Meter related to the reason for its non-compliance with the Service Standard, from seeking Arbitration or from exercising any other remedy available to the City under applicable Arizona law.

Badger Meter will provide quarterly reports documenting its compliance with the Service Standards herein and its award of Service Credits due to the City.

Upon agreement concerning the Service Credits due, such Service Credits will be applied against Badger Meter's charges in the month immediately following the month in which the Service Credits were determined to be owed to the City



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EXHIBIT 3

BEACON SaaS MANAGED SOLUTION SECURITY POLICY

1. **BEACON SaaS Portal and Service Information Security Program.** Badger Meter maintains an information security program (including the adoption and enforcement of internal policies and procedures) designed to (a) support the BEACON SaaS Managed Solution, (b) identify reasonably foreseeable and internal risks to the BEACON Portal and Service security and unauthorized access to the Badger Meter Network, and (c) minimize security risks. The BEACON Portal and Service information security program includes the following measures:
 - 1.1 **Network Security.** The Badger Meter Network is electronically accessible to employees, and contractors necessary to provide the Portal and Service. Badger Meter maintains access controls and policies to manage what access is allowed to the Badger Meter Network from each network connection and user, including the use of firewalls or functionally equivalent technology and authentication controls. Badger Meter maintains corrective action and incident response plans to respond to potential security threats.
 - 1.2 **Physical Security.**
 - 1.2.1 **Physical Access Controls.** Physical components of the Badger Meter Network are housed in nondescript facilities (the “**Facilities**”). Physical barrier controls are used to prevent unauthorized entrance to the Facilities both at the perimeter and at building access points. Passage through the physical barriers at the Facilities requires either electronic access control validation (e.g., card access systems, etc.) or validation by human security personnel (e.g., contract or in-house security guard service, receptionist, etc.). Employees and contractors are assigned photo-ID badges that must be worn while the employees and contractors are at any of the Facilities. Visitors are required to sign in with designated personnel, must show appropriate identification, and are assigned a visitor ID badge that must be worn while the visitor is at any of the Facilities, and are continually escorted by authorized employees or contractors while visiting the Facilities.
 - 1.2.2 **Limited Employee and Contractor Access.** Badger Meter provides access to the Facilities to those employees and contractors who have a legitimate business need for such access privileges. When an employee or contractor no longer has a business need for access privileges, the access privileges are promptly revoked, even if the employee or contractor continues to be an employee of Badger Meter or its affiliates.



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- 1.2.3 Physical Security Protections.** All major access points (other than main entry doors) are maintained in a secured (locked) state. Access points to the Facilities are monitored by video surveillance cameras designed to record all individuals accessing the Facilities. All physical access to the Facilities by employees and contractors is logged and routinely audited.
- 1.2.4 Pre-Employment Screening.** Badger Meter conducts criminal background checks, as permitted by applicable law, as part of pre-employment screening practices for employees commensurate with the employee's position and level of access to the Facilities. Badger Meter will not permit an employee to have access to the non-public Customer Data or perform material aspects of the Service if such employee has failed to pass such background check.
- 2. Continued Evaluation.** Badger Meter will conduct periodic reviews of the security of its Badger Meter Network and adequacy of its information security program as measured against industry security standards and its policies and procedures. Badger Meter will continually evaluate the security of its Badger Meter Network and associated Service to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews.
- 3. Customer Responsibilities.** System security is a shared responsibility between Badger Meter and Customer. Customer shall assign a systems service administrator to be responsible for establishing access and usage policies. Customer shall develop commercially reasonable policies and procedures to insure physical security, establishing account access approvals and procedures, conduct regular reviews of access rights, and provide security awareness training for staff using the Service. The administrator shall also be responsible for policies and procedures related to Authorized Consumers access to their individual data resident on the Network.

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