

ADVANCED METERING INFRASTRUCTURE - NETWORK AS A SERVICE

CITY OF DELTONA

PROFESSIONAL SERVICES AGREEMENT

PROJECT: ADVANCED METERING INFRASTRUCTURE – NETWORK AS A SERVICE

THIS AGREEMENT, dated _____, 2025 for identification purposes, is made and entered into by and between the CITY OF DELTONA, a municipal corporation, hereinafter designated as "CITY", and Ferguson Enterprises, LLC dba Ferguson Waterworks, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF WORK. The project is more particularly described as follows: provide the Neptune® 360TM Software-as-a-Service / Network-as-a-Service, as more particularly described in Exhibit A attached hereto.

2. INDEPENDENT CONTRACTOR. CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the CITY. CONSULTANT shall be solely responsible for the performance of its employees, agents, and subcontractors under this Agreement, including the training of each employee regarding the rights and responsibilities of an employer and employee for any potential discrimination or harassment claim under state or federal law. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY, which approval shall not be unreasonably withheld.

3. Compliance with Laws. CONSULTANT shall exercise due professional care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date CONSULTANT agrees to provide the Services. CONSULTANT's guests, invitees, members, officers, officials, agents, employees, volunteers, representatives, and subcontractors shall abide by the CITY'S policies, as well as all other reasonable work rules, safety rules, or policies, and procedures regulating the conduct of persons on CITY property, at all times while performing duties pursuant to this Agreement. CONSULTANT agrees and understands that a violation of any of these policies, procedures, or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the CITY.

4. INSURANCE. The CONSULTANT, at its expense, shall procure and maintain in force for the duration of this Agreement the following minimum insurance coverages:

A. General Liability. The CONSULTANT agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability caused by premises, operations, products completed operations, personal injury, advertising injury, and contractually assumed liability. The CITY shall be endorsed as additional insured.

B. Automobile Liability. If the CONSULTANT operates a motor vehicle in performing the Services under this Agreement, the CONSULTANT shall maintain commercial automobile liability

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insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000 combined single limit.

C. Workers' Compensation. The CONSULTANT agrees to provide workers' compensation insurance for all its employees in accordance with the statutory requirements of the State of Florida. The CONSULTANT shall also carry employers' liability coverage with minimum limits are as follows:

- \$500,000- Bodily Injury by Disease per employee
- \$500,000- Bodily Injury by Disease aggregate
- \$500,000- Bodily Injury by Accident

The CONSULTANT shall, prior to commencing the Services, deliver to the CITY a Certificate of Insurance as evidence that the above coverages are in full force and effect.

The insurance requirements may be met through any combination of primary and umbrella/excess insurance.

The CONSULTANT'S policies shall be the primary insurance to any other valid and collectible insurance available to the CITY with respect to any claim caused by the CONSULTANT'S performance under this Agreement.

The CONSULTANT'S Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days advanced written notice to the CITY.

5. CONSULTANT'S INDEMNIFICATION OF CITY. To the greatest extent allowed by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY and its officers, agents and employees against all third-party claims for damages to persons or property arising out of CONSULTANT's work, but only to the extent caused by

the negligent acts, errors or omissions or willful misconduct of the CONSULTANT, or its employees, agents, subConsultants, or others in connection with the execution of the work covered by this Agreement. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

6. COMPENSATION. CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of **\$8.00 per meter/per year NaaS fee**. For total estimated cost(s) reference quotation in Exhibit B.

The contract price is based on the following rates:

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No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the CITY. CONSULTANT shall obtain approval by the CITY prior to performing any work that results in incidental expenses to CITY.

7. TIMING REQUIREMENTS. Time is of the utmost importance in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the CITY. The "Initial Term" of this Agreement is ten years, with a 24-month activation. Written acceptance of this agreement by both parties will designate a "Notice to Proceed" to CONSULTANT to begin the installation of the fixed network infrastructure. This process is estimated to take between 3 – 9 months. Upon completion of the fixed network infrastructure and its activation by third party (Neptune / Senet), CONSULTANT will notify the CITY of this completion and identify the official start date of the 10-year contract. The date of completion shall be extended for any delays beyond the reasonable control of CONSULTANT including but not limited to extreme weather conditions, acts of God, war, labor difficulties, accidents, inability to obtain materials, inability to gain access to properties, delays of carriers, contractors or suppliers, deteriorated condition of existing pipes and/or connections requiring non-standard installation as defined herein or any other causes of any kind whatever beyond the control of CONSULTANT.

8. ENTIRE AGREEMENT. This Agreement, including the Exhibits hereto, comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

9. INTERPRETATION OF THE AGREEMENT. The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of Florida. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all applicable local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

10. AGREEMENT MODIFICATION. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

11. TERMINATION OF AGREEMENT. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

12. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

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IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

FERGUSON ENTERPRISES, LLC

CITY OF DELTONA

DBA FERGUSON WATERWORKS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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Exhibit A



THIS SOFTWARE-AS-A-SERVICE AGREEMENT (“AGREEMENT”) IS ENTERED INTO BETWEEN THE FOLLOWING PARTIES (EACH INDIVIDUALLY, A “PARTY” AND COLLECTIVELY, THE “PARTIES”):

NEPTUNE TECHNOLOGY GROUP, INC.
3100 BRECKINRIDGE BLVD. BLDG. 1200 STE 300
DULUTH, GEORGIA, 30096
 (“NEPTUNE”)

and

City of Deltona
2345 Providence Blvd.
Deltona, FL 32725
 (“CUSTOMER”)

The effective date of this Agreement is _____, 2025 (“Effective Date”).

Approved:
Client

By: _____
(Authorized Signature)

Printed Name: _____

Title: _____

Approved:
Neptune Technology Group, Inc.

By: _____
(Authorized Signature)

Printed Name: _____

Title: _____

SOFTWARE-AS-A-SERVICE AGREEMENT

This Agreement sets forth the terms and conditions whereby Neptune agrees to provide Customer with software, related documentation, and support. For mutual consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions:

- a. *Affiliated Parties* – employees, officers, directors, agents, and financial, legal, and other advisors and affiliates (including a parent, subsidiary, or other related company) of a Party.
- b. *APIs*– published Neptune application programming interfaces.
- c. *Application* – Neptune’s SaaS application, Neptune 360.
- d. *Confidential Information* – the contents and existence of this Agreement as well as any information that is not generally known outside the Discloser relating to any aspect of business of the Discloser, whether existing or foreseeable, including but not limited to: project files; product designs, processes; new or existing product development; production characteristics; testing procedures and results thereof; engineering evaluations and reports; know-how, trade secrets, business plans, financial statements and projections; Consumer lists and information; software and computer programs, including source code; training manuals; policy and procedure manuals; price and cost information; and any information received by the Discloser under an obligation of confidentiality to a third-party. A “Recipient” receives Confidential Information; a “Discloser” discloses Confidential Information.
- e. *Connectivity* – the ability for data collection Devices to send readings through a network to the Application, assuming the Devices are operational.
- f. *Consumer* – Client’s clients, both residential and commercial.
- g. *Customer Data* – any data and non-public information provided to Neptune by Customer.
- h. *Devices* – radio devices that interface with meters or other sensors and redistribute data over networks.
- i. *Documentation* – any user manuals, reference manuals, release, application and methodology notes, written utility programs and other materials in any form provided by Neptune.
- j. *Indemnified Persons* – Customer or its Consumers or Affiliated Parties.
- k. *Initial Term* – as defined in Section 4.
- l. *Key* – a license key provided by Neptune pertaining to the API.
- m. *Maintenance Window* – a scheduled outage of services for planned changes, upgrades, and/or repairs for the Application.
- n. *Renewal Term* – as defined in Section 4.
- o. *Service Level Objectives* –as defined in Section 3.
- p. *Software as a Service (SaaS)* – a software model in which Neptune’s Application is delivered on a subscription basis and managed remotely via an online network.
- q. *Term* – as defined in Section 4.

2. **Services.** Customer shall not use, and shall not permit the use of, the Service by any unauthorized third-parties. Unless mutually agreed in writing, the Services include only the following:

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- a. Providing Customer secure access to the hosted Application;
- b. Providing application, server and Application monitoring, security monitoring, and database preventive maintenance monitoring;
- c. Providing telephone support at 1-800-647-4832 Monday-Friday from 7:00am-5:00pm central time, excluding corporate holidays and email support at support@neptunetg.com;
- d. Providing updates, with prior notice via email, and upgrades to the Application.

3. Service Level Objectives:

- a. *Availability.* Neptune will use commercially reasonable efforts to provide at least 99% uptime of the SaaS Application, less Maintenance Windows.
- b. *Ticket Issuance.* Neptune will open a trouble ticket upon the earlier to occur of: (i) when Neptune first observes an issue; or (ii) when Customer first reports the issue. If an issue relates to Customer's system and Neptune becomes aware of the issue, Neptune will promptly report this information to Customer. Technical support hours are Monday-Friday from 7am-5pm Central Time. Neptune's commitment is to open a ticket and respond to said ticket within 24 hours of issue identification.
- c. *Response Time.* The urgency and time to correct will be dependent upon the issue itself and its impact to the Customer to perform billing functions (a "Billing Impediment"). Neptune shall prioritize the correction of any Billing Impediment and shall endeavor to correct such problems within 72 hours after issue identification. Other issues are considered a bug and fixes will be implemented upon an assigned software major or minor release schedule.
- d. *Service Failures.* If at any time during the Term a Billing Impediment goes unresolved within the window above, Customer's exclusive remedies include, at Customer's election, a credit for one (1) month of Service or termination of this Agreement with repayment of any prepaid fees on a prorated basis.

4. Term and Termination:

- a. The "Initial Term" of this Agreement shall be listed on the accepted purchase order.
- b. *By Customer.* Customer may terminate this Agreement and any Exhibits without cause prior to the expiration of the then current Term without refund.
- c. *By Neptune.* Neptune may immediately terminate this Agreement and any Exhibits should (a) Customer fail to cure its breach of this Agreement within 30 days of notice by Neptune or (b) should Customer breach this Agreement in an incurable way.
- d. *Data Ownership and Rights upon Termination.* Any data and information provided to Neptune by Customer or its Consumers ("Customer Data") remains the property of Customer. Customer grants to Neptune the right and license to host, access, store, and use the Customer Data for the purposes of Neptune's performance pursuant to this Agreement, including, but not limited to for the purposes of providing and maintaining the Service. Upon expiration or termination of this Agreement, Neptune will no longer provide the Service and Customer may no longer use the Service. Following such expiration or termination, so long as Customer is current in all payments to Neptune, upon the written request of the Customer made within thirty (30) days after the effective date of the expiration or termination, Neptune will use commercially reasonable efforts to prepare for export or download any Customer Data, with such export or download to be made in a mutually agreed format. After such thirty (30) day period, Neptune has no obligation to maintain or provide the Customer Data, and Neptune shall delete or destroy all Customer Data

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(and all copies of Customer Data) in its systems or otherwise in its possession or control, unless prohibited by law.

5. **Billing and Payment.** Upon the Effective Date and thereafter on each successive anniversary and receipt of a purchase order, Neptune shall issue an invoice payable within 30 days. A late charge will be assessed on all amounts not paid by the due date at a rate equal to the lesser of five percent (5%) per annum or the maximum rate permitted by applicable law.
6. **Force Majeure.** Neptune shall incur no liability of any kind to Customer due to (i) causes unrelated to the Application or the provision of Services, including, but not limited to, any disruption in Customer's networks not administered by Neptune or any disruption in the Internet or World Wide Web, or (ii) any other causes beyond Neptune's reasonable control, including, but not limited to, acts of God, war, terrorism, electrical storm, wind storm, tornado, hurricane, strikes or lack of access to equipment at Customer's site or Subscriber modules. Neptune does not guarantee network security, or the integrity of any data which is sent over, backed up, stored or subject to load balancing.
7. **Disclaimer of Warranties.** OTHER THAN THE SERVICE LEVELS LISTED ABOVE, NEPTUNE DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED HEREUNDER, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO SUCH SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEPTUNE EXPRESSLY DISCLAIMS SUCH WARRANTIES AND CONDITIONS.
8. **Application Programming Interfaces:**
 - a. *License.* For the sole purpose of creating an interface between the Application and software or applications licensed by Customer from third parties, Neptune hereby grants to Customer a non-exclusive, non-transferable license to use APIs. Neptune will provide to Customer Documentation related to the APIs, and Neptune grants Customer a non-exclusive, non-transferable license to use one copy of the Documentation solely in furtherance of the license granted herein.
 - b. *Limitations on Rights of Use.* Customer shall not use the API for any other purpose except as expressly authorized in this Agreement and Documentation. Neptune reserves the right to make the APIs available to Customer only pursuant to a Key. Customer will not disclose the Key to, or allow the use of the Key by, any third party other than the third party. Neptune will provide Customer the APIs in object code only. Neptune reserves the right to encrypt the API as it deems appropriate. Customer has no other rights in the object code or source code of the API. Customer may not disassemble, decompile, reverse translate or apply any other procedure to a non-source code delivered API. If Customer has relationships with additional utilities (or other entities) that are Neptune customers and Customer desires to use APIs or SaaS with other Neptune customers, then Customer must enter into a separate agreement with Neptune and such customer. Any rights in API(s) and the Documentation not expressly granted to Customer in this Agreement shall remain with Neptune.
 - c. *Upgrades.* Neptune may make changes to the APIs from time to time. Neptune will make commercially reasonable efforts to maintain backward compatibility of the APIs but makes no guarantees and assumes no obligation to ensure backward compatibility. APIs may not remain compatible with third party software or programs after changes to the APIs, changes to third party software or programs, or changes to the SaaS.
9. **Limitation of Liability.** NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL NEPTUNE BE LIABLE TO CUSTOMER, ANY SUBSCRIBER

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OR ANY OTHER THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOODWILL OR BUSINESS REPUTATION, BUSINESS INTERRUPTION, COSTS OF PROCURING SUBSTITUTE GOODS, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT OR ANY EXHIBIT OR THE PROVISION OR NON-PROVISION OF THE SERVICE (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF CUSTOMER, ANY SUBSCRIBER OR ANY SUCH THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEPTUNE'S LIABILITY FOR DAMAGES ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE AGREEMENT OR ANY EXHIBIT OR THE PROVISION OR NON-PROVISION OF THE SERVICE (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL BE DIRECT DAMAGES, NOT TO EXCEED AN AGGREGATE OF THE AMOUNT PAID TO NEPTUNE ON THE APPLICABLE PURCHASE ORDER. CUSTOMER HEREBY ACKNOWLEDGES THAT WITHOUT THE LIMITATION OF LIABILITY SET FORTH HEREIN THE FEES CHARGED FOR THE SERVICE WOULD BE HIGHER.

10. Responsibilities of Customer:

- a. The procurement, compatibility, operation, security, support and maintenance of Customer's hardware and software (that are not the express subject of this Agreement) is the responsibility of Customer.
- b. Application user administration, including but not limited to the definition, management, and security of usernames and passwords are the sole responsibility of Customer.
- c. Customer represents and warrants to Neptune that it will hold at all relevant times all appropriate licenses and consents required to operate its business for which the Service is provided and that it will at all relevant times conduct its business in accordance with applicable law and regulation. Customer shall be responsible for the payment of any taxes, assessments or fees associated with the use of the Service. Neptune prohibits use of its Service in any way that: (i) is unlawful; (ii) interferes with use of the Application or the Internet by any other person or entity; (iii) infringes the intellectual property rights or privacy rights of any other person or entity; (iv) presents security or privacy risks, including, without limitation, interfering with or gaining unauthorized access to or otherwise violating the security of the Application or any other person or entity's server, e-mail accounts, or data; or (v) is inconsistent with the terms and conditions of this Agreement .
- d. *Connectivity with Customer.* Unless other modified by an Exhibit, Customer shall be solely responsible for supplying routing Connectivity between the its network, its collection hardware, and the Application.
- e. *Equipment Maintenance.* Unless other modified by an Exhibit, Neptune shall not be responsible for the maintenance of Customers' networks.

11. Indemnification. Upon notice and demand from Customer, Neptune shall promptly assume full responsibility for the defense, at Neptune's expense, of any claim, demand, proceeding or action that may be brought (or threatened to be brought) against Indemnified Persons alleging any of the following: (a) violation or infringement of any patent, trademark or copyright or of any contractual, intellectual property or other rights of any third parties arising out of the Services or the use or sale of any products provided in connection with the Services; (b) any loss or damage resulting from a breach of Section 12. Notwithstanding the foregoing, Neptune shall have no duty to indemnify Customer in the event of Customer's negligence.

12. Confidentiality:

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- a. Recipient shall use Confidential Information only for performing under the Agreement and shall comply with all applicable laws in Recipient's use of Confidential Information. Other than explicitly stated herein, nothing in this Agreement shall be construed as granting any rights to Recipient, by license or otherwise, to any Confidential Information. Recipient shall protect the Confidential Information by using the same degree of care as Recipient uses to protect its own confidential and proprietary information of a like nature, but not less than a reasonable degree of care. Recipient shall not disclose or provide Confidential Information or any summary or derivative thereof to any third-party without the express prior written consent of Discloser in each instance. Recipient shall take all commercially reasonable steps to ensure that the Confidential Information is not used or disclosed by its Affiliated Parties in violation of this Agreement. Recipient shall (i) not remove the copyright notice, trademarks and all other proprietary rights notices and (ii) reproduce all copyright notices, trademarks and all other proprietary rights notices contained in the Confidential Information. Recipient shall only permit access to the Confidential Information to those Affiliated Parties who reasonably need to know such information to perform under this Agreement. Recipient shall require that all such Affiliated Parties who have access to any Confidential Information execute, or be subject to, a written confidentiality agreement that protects such information at least to the same extent as provided in this Agreement prior to any such access. Recipient shall be responsible for any violation of this Agreement on the part of such Affiliated Parties.
 - b. Recipient's duty to protect the Confidential Information, and to refrain from using such information except for performing its obligations under this Agreement expires five years following the termination of this Agreement from the date of disclosure of such piece of Confidential Information; provided, however, that information that is a "trade secret" shall be kept confidential by Recipient until such information is no longer a "trade secret" under applicable law. Recipient and its Affiliated Parties shall not disclose any of the Confidential Information in any manner whatsoever, except as provided in this Agreement and shall hold and maintain the Confidential Information in strictest confidence. Notwithstanding the foregoing, the Parties acknowledge that, pursuant to a Defense of Trade Secrets Act of 2016, an individual may not be held criminally or civilly liable for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.
 - c. This Agreement imposes no obligation upon Recipient with respect to any information that: (a) is or becomes publicly known or publicly available or otherwise in the public domain through no act of Recipient or its Affiliated Parties; (b) is already known to, or in the possession of, Recipient or its Affiliated Parties at the time of the disclosure; (c) is rightfully received by Recipient or its Affiliated Parties from a third-party under no obligation of confidentiality to Discloser or Discloser's Affiliated Parties; (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is required to be disclosed by order of a court or governmental agency; provided, however, that in such a case, Recipient shall immediately notify Discloser of such order to allow Discloser to seek a protective order or other appropriate relief.
- 13. Governing Law, Venue.** The interpretation and construction of this Agreement, and all matters relating to this Agreement, will be governed by the laws of the state in which Customer located without giving effect to any conflict of law provisions thereof. Any legal action or proceeding with respect to this Agreement must be brought in the in which Customer located and by execution and delivery of this Agreement, each party to this Agreement irrevocably submits itself in respect of its property, generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts in any legal action or proceeding arising out of this Agreement. Each of the parties to this Agreement

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irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to in the preceding sentence. Nothing in this paragraph will affect or eliminate any right to serve process in any other manner permitted by law. PROVIDER IRREVOCABLY WAIVES ITS RIGHTS TO TRIAL BY JURY OF ANY CAUSE OR ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION OR OTHER PROCEEDING WITH RESPECT TO ANY MATTER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS Agreement OR ANY PORTION OF THIS Agreement, WHETHER BASED UPON CONTRACTUAL, STATUTORY, TORTIOUS OR OTHER THEORIES OF LIABILITY. PROVIDER REPRESENTS THAT IT HAS CONSULTED WITH COUNSEL REGARDING THE MEANING AND EFFECT OF THE FOREGOING WAIVER OF ITS JURY TRIAL RIGHT.

- 14. Miscellaneous.** Customer may not assign or otherwise transfer, by operation of law or otherwise, this Agreement or any of its rights or obligations thereunder without first obtaining the written consent of Neptune. Neptune may freely assign its rights and obligations under the SOAs and this Agreement to any party that succeeds to its interest in the assets used to provide the Service, whether by stock sale, asset sale or merger. This Agreement shall be binding upon and inure to the benefit of each party's permitted assigns and successors. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and shall supersede any prior proposals, understandings and agreements, whether written or oral, between the parties with respect to that subject matter. This Agreement may not be amended or modified except by a written instrument executed by duly authorized representatives of the Parties. The headings in this Agreement, including all Section and subsection titles or captions, are inserted for convenience only and shall not constitute a part hereof nor affect the interpretation of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy of a counterpart shall have the same effect as an original. Any notice required or permitted by this Agreement shall be in writing, in English and delivered by overnight commercial courier (such as FedEx) providing proof of delivery, addressed as set forth on the bottom of the first page of this Agreement.

ADVANCED METERING INFRASTRUCTURE - NETWORK AS A SERVICE

**EXHIBIT A
NETWORK AS A SERVICE (NaaS)**

- 1. **Overview.** This Exhibit describes the terms and conditions upon which Neptune shall provide these additional Network Services to Customer. The project is outlined in this Exhibit which involves the monitoring and communication of Devices within the Service Boundary, defined below (“Network Services”).
- 2. **Definitions.** All defined terms used in this Exhibit A are either defined herein or in the Agreement. Additional definitions include:
 - a. *Active Sensor* – refers to Devices within the Service Boundary for which Network Services are being provided to Customer. Devices unable to connect with the Network due to a Force Majeure Event shall not be considered Active Sensors.
 - b. *Network* – a Low Power Wide Area Network using LoRaWAN technology.
 - c. *Network Equipment* – the device(s) (including gateways) and associated software (i.e., firmware, embedded operating systems, etc.) that establish and maintain the Network.
 - d. *Service Boundary* – the area or location where the Network Services will be performed and the Network Equipment will be deployed, as identified in the map below.
- 3. **Service Boundary and AMI Devices.** Neptune agrees to provide the Network Services in support of approximately 7 Devices within the area described in the map below.

Location	Address/Other Description
City of Deltona	

The Service Boundary is outlined in pink. The service area boundary is generated by Neptune and is based on a meter address list provided by Customer prior to execution of the Agreement. Note there is both coverage outside of the service boundary line and there are some non-covered gaps inside the service boundary line near the perimeter. For the sake of defining the coverage area for this Agreement and Service Level Objectives (detailed in Section 4) the area inside the pink service boundary line is the area within which Neptune will provide Network Services for the meter address list provided by Customer.

See Exhibit C

- 4. **Services Overview.** During the Term, at Neptune’s sole expense, the Network Services will include:
 - a. Documentation and project management including on-site visits as necessary
 - b. All ongoing network operation expenses related to any of the Network elements (e.g. site leasing, utilities management and data backhaul)
 - c. 24 x 7 x 365 Network monitoring via our Network operations center
 - d. Proactive monitoring, alarms and ticket triage and support
 - e. Repair and/or replacement of gateways and other Network components
 - f. Regular upgrades of network gateways
 - g. Regular software updates of all network elements including the network server and gateway firmware

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- h. Neptune, or an authorized Neptune representative, shall perform additional field inspections to ensure system performance post installation
5. **Network Service Level Objectives:**
- a. Neptune will use commercially reasonable efforts to ensure that all Devices have the following Read Success Rate: 95.9% within the last 72 hours.
 - b. In addition to any event described above in Section 6, the following conditions shall not impact the Read Success Rate: (a) interruption of Network operation due to a lengthy power outage; (b) downtime for periodic system maintenance, firmware upgrades, or repairs of Network equipment up to a maximum of one day per month; (c) documented occasions where a Device is not communicating with the Network due to temporary obstructions such as cars, trash cans, or other obstructions or radio interference; and (d) documented occasions where a Device is not communicating with the Network due to Customer's failure to repair or replace any part of a Device after five days' notice from Neptune as documented in the Application.
 - c. In the event that system-wide service is disrupted or unavailable for an extended period of time as a result of Neptune's actions or inactions and Neptune fails to provide a suitable alternative for restoring the Network, Neptune shall ensure that meter data is collected by any means necessary, including, for example, by contracting for manual meter reading services at its sole and absolute cost.
 - d. Customer to initiate contact with Ferguson, Neptune, Senet when issues arise with meter reading system and support is required.
6. **Support.** Support is ongoing as part of the Network Services. Response time objective are detailed below:

Severity	Description	Response Time
Critical	The problem is causing a total loss of Connectivity and successful transmission of signals from more than 50% of Active Sensors.	Within 4 hours following the reported issue
Major	The problem is causing a significant loss of connectivity and successful transmission of signals from more than 25% of Active Sensors.	Within 12 hours following the reported issue
Minor	The problem is causing some loss of connectivity and there is no immediate impact to the successful transmission of signals from Active Sensors.	By end of next business day following the reported issue

ADVANCED METERING INFRASTRUCTURE - NETWORK AS A SERVICE

Neptune will provide the final resolution as promptly as is reasonably possible, depending on the severity of the issue and resource involved, consistent with its obligation to provide substantial up-time for this project.

SUPPLEMENT TO NEPTUNE 360 SOFTWARE-AS-A-SERVICE DESCRIPTION OF SERVICE

1. Definitions:

- a. *Maintenance Window* - a scheduled outage of services for planned changes, upgrades, and/or repairs for the Application.
- b. *Neptune 360 Platform* – Cloud based application including: Neptune 360 Web App, Neptune 360 Mobile App, Neptune 360 Sync, and Application Programming interfaces
- c. *Software as a Service (SaaS)* - a software model in which Neptune's Application is delivered on a subscription basis and managed remotely via an online network.

2. Service Level Objectives:

- a. *Availability*. Neptune will use commercially reasonable efforts to provide at least 99% uptime of the SaaS Application, less Maintenance Windows.
- b. *Maintenance Windows*. Neptune cannot guarantee the number of maintenance windows that will happen as there are a lot of factors that play into the maintenance windows. Could be security patches, bug fixes, OS patches, platform tools patches and/or updates. However, customers are notified in advance of any maintenance occurring and the date and time of the scheduled maintenance. They are normally conducted after hours normally between the hours of 8pm to 12 midnight Eastern. If a customer has after hours work activities going on in which the application is needed during the scheduled maintenance window, once the notification of the maintenance is received the utility can contact our support staff prior to the maintenance and we will work with modifications to the maintenance window.
- c. *Service Failures*. If at any time during the Term a Billing Impediment goes unresolved within the window above, Customer's remedies include (but are not limited to), at Customer's election, a credit for one (1) month of Service or termination of this Agreement with repayment of any prepaid fees on a prorated basis.

3. Payment Terms

- a. *Payment Term for annual subscription – Annually* – November 1 through October 31 of each year.
Quote for next annual term of Neptune 360 Software-As-A-Service will be provided to The City of Deltona by Ferguson annually no later than September 30th of each year.

ADVANCED METERING INFRASTRUCTURE - NETWORK AS A SERVICE

Exhibit B

Ferguson/Neptune/Senet – Network-As-A-Service Fixed Network

- Per study – Senet study requires (7) Gateway Collectors on “Commercial Assets.”
- This option will not only provide the City with reading capabilities but will also allow for additional LoRa Wann connectivity through Senet.
- Approx. 3-9 months for all 7 Senet Collectors to go live.
- 10-year contract
- 24-month ramp
- Estimated Meter Count 12/6/24 – 36,365
- \$8.00 per meter/per year NaaS fee.

Contract Payment Terms:

End of first 12-month contract term: Ferguson will invoice the City of Deltona for current meter count being read via the Senet LoRa Wann Network within Deltona utilities service territory.

End of second 12-month contract term: Ferguson will invoice the City of Deltona for full ramp meter count of 37,948 meters or current meter count (if higher than full ramp count) being read via the Senet LoRa Wann Network within Deltona utilities service territory.

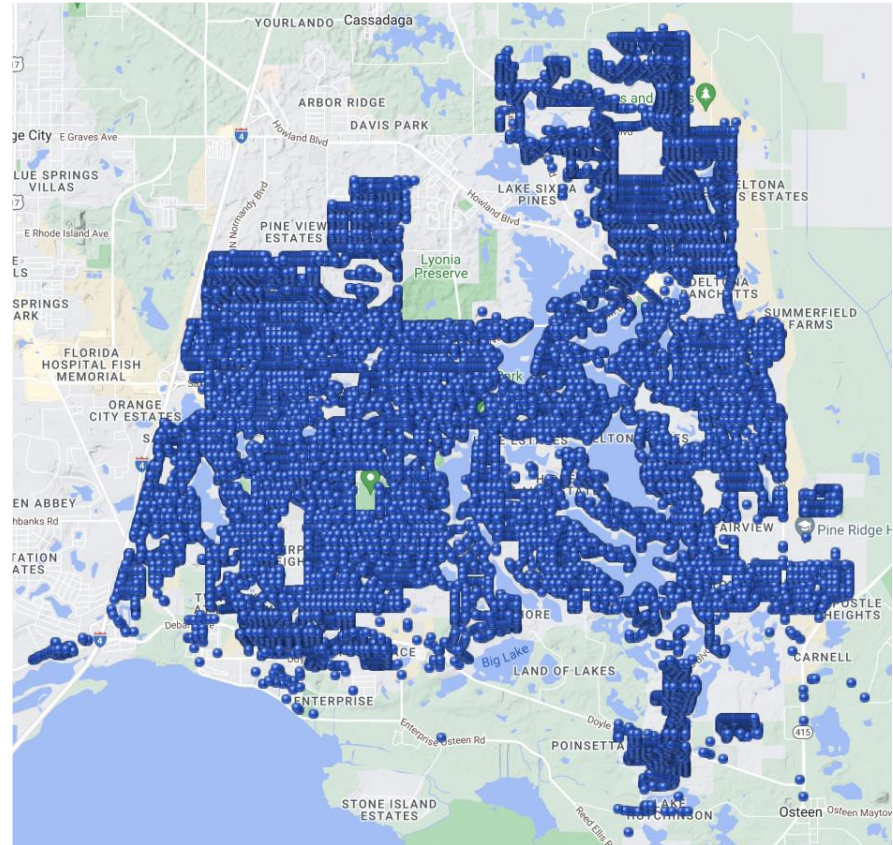
Years 3-10 of contract term: At the end of each subsequent annual contract term in years three through ten, Ferguson will invoice the City of Deltona for the total number of meters being read within Deltona utilities service territory.

Propagation Analysis
Deltona, FL
October 11, 2024



Scope

- Propagation study for Deltona FL service area. Geocoded locations have been modeled.
- Service Locations:
 - 36,207 geocoded locations
- Commercial Network requested
- Water Meter Types:
 - Pit Meters:

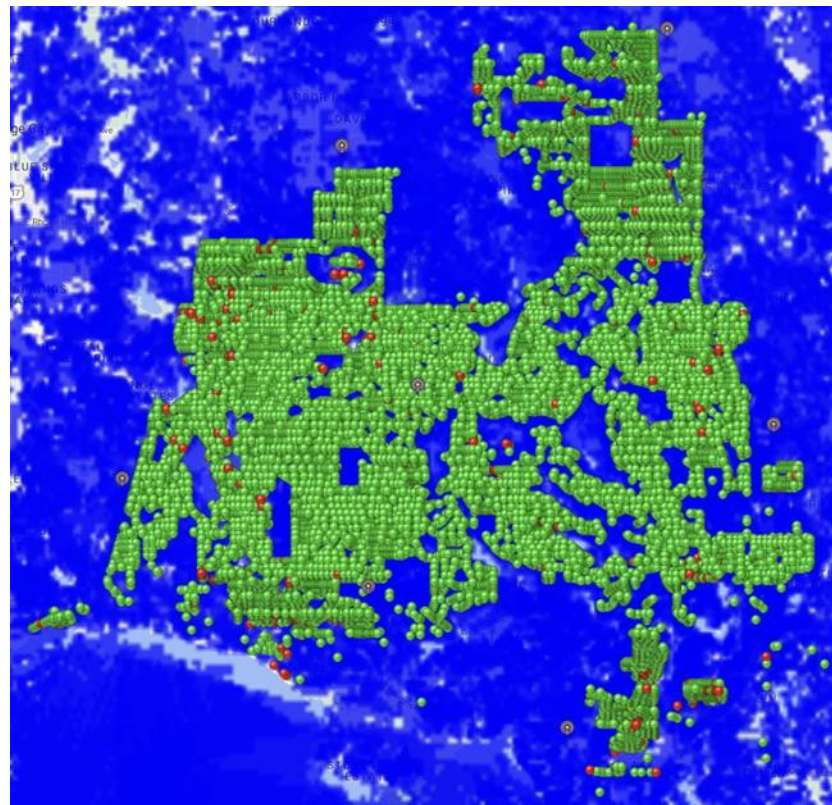
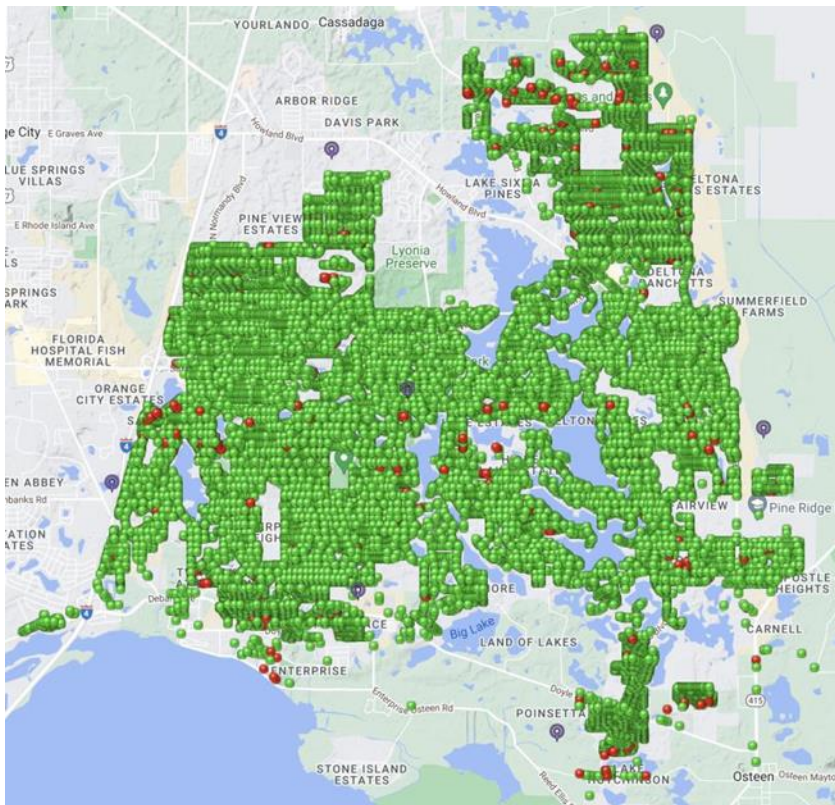


Network Proposal (Commercial Only)

- LoRaWAN network consisting of Commercial locations to meet the solution requirements.

Coverage Type	Devices	Percentage Covered
Standard	35,244 / 36,207	~97.3%
Anticipated DR1	28,441 / 35,244	~80.7%

Predicted Coverage (Commercial Only)



Assumptions

- R900v5 LoRa propagation based on R900v5 MIU (External Wall or Pit w/External Antenna) with LoRa Gateway or newer equipment specifications. Older equipment should be replaced. R900v5 LoRa propagation is subject to change based on equipment specifications and system performance. Use of this propagation analysis done with this understanding and there is no guarantee of product or performance.
- Additional gateways could be required. For NaaS - Utility assets provided and identified in propagation are expected to be no charge use to LoRa vendor at heights provided or specified with AC power included.
- Of predicted devices expect 95% with at least 1 read in 24 hours and 98.5% with at least 1 read in 72 hours.