

Blanket Purchase Agreement PA600470

Supplier Details:

Company Aclara Technologies LLC
Contact
Address 77 West Port Plaza, Suite 500
St Louis, MO 63146

Submit your response to:

Company City of Hollywood, FL - Public Utilities Administration
Contact Galav, Vivek
Address 1621 N 14th Avenue
Hollywood FL 33020
Phone
Fax
E-mail vgalav3@gmail.com

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering a Blanket Purchase Agreement with your Company based on the following:

Best Interest Quote# Q-21264-1



Agreement	PA600470
Creation Date	14-FEB-2022
Revision	0
Agreement Amount	372,140.76 USD

VENDORS MUST INCLUDE THE CITY'S PURCHASE ORDER NUMBER ON ALL INVOICES. PLEASE SUBMIT ALL INVOICES TO ACCOUNTSPAYABLE@HOLLYWOODFL.ORG.

OR
Mail To

City of Hollywood
Accounts Payable, Room 119
P.O. Box 229045
Hollywood, FL 33022-9045

Supplier
Aclara Technologies LLC
77 West Port Plaza, Suite 500
St Louis, MO 63146

Notes

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB
	32824	Net 30	None	Destination
	Start Date	End Date	Shipping Method	
	03/16/2022	03/15/2023		
Initial Award Term	03/16/2022	03/15/2023		
First Renewal Period	03/16/2023	03/15/2024		
Second Renewal Period	03/16/2024	03/15/2025		
Third Renewal Period				
Fourth Renewal Period				

Attachments			
Type	File Name or URL	Title	Description

Line	Item	UOM	Price	Expiration Date
1	Per the Pricing and Services on Quote# Q-21264-1		0.00	
Attachments				
Type	File Name or URL	Title	Description	

TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS

This purchase order form and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of to Seller. Such grant must be in writing and made part of the order.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold to Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order In whole or in part for default (a) if Seller fails to perform In accordance with any of the requirements of this order or (b) If Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed Items delivered and accepted by the Buyer. Seller, will be liable for excess costs of repurchase.

F.O.B.

In those cases where F O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

DELIVERIES

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected



Blanket Purchase Agreement PA600470

commodities shall remain the property of the Seller and will be returned at the Seller's expense.

QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

ANTI-DISCRIMINATION

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY - COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

WARRANTY

For purposes of this order, Seller warrants: (a) the goods shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the goods shall be free from defects in workmanship and material and shall be new and of the highest quality; (c) Buyer shall receive title to the goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (d) the goods shall be merchantable, safe and fit for the Buyer's intended purposes, which purposes have been communicated to Seller; (e) the goods shall be adequately contained, packaged, marked and labeled; and (f) the goods shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification, including by way of illustration and not by way of limitation, the Occupational Health and Safety Act, the Fair Labor Standards Act, and any law or order pertaining to discrimination.

In the event that services are provided in connection with the supply of goods, Seller expressly warrants that the services will be performed: (a) with due professional care; (b) in a workmanlike, professional, timely and diligent manner; (c) in accordance with all applicable industry standards and industry best practices; (d) by qualified workers experienced in performing the work specified; (e) in strict conformance with applicable specifications and industry accepted performance criteria; and (f) in strict conformance with this order, including but limited to any statement(s) of work issued, or quote(s) received, by Buyer.

The warranty period shall be 12 months from the date of first use of the goods by Buyer or 12 months from the date of acceptance by Buyer, whichever occurs later, unless otherwise mutually agreed to by the Buyer and Seller.

Notwithstanding the foregoing, Seller agrees to waive the expiration of the warranty period in the event there are failures or defects discovered after the warranty period of a material nature or in a significant portion of the goods, or a defect is discovered which, in Buyer's opinion, constitutes a threat of damage to property or to the health and safety of any person.

Signature: Steve Stewart
Assistant Director, Financial Services for Procurement

DRAFT

**ADDENDUM
TO
CITY OF HOLLYWOOD FLORIDA'S
TERMS AND CONDITIONS**

This Addendum (this "Addendum") to the City of Hollywood Florida's Terms and Conditions (the "Agreement"), is entered into by and between Aclara Technologies LLC ("Vendor"), and the City of Hollywood, Florida ("Buyer"), and is made effective the 14th day of October, 2020 (the "Effective Date"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement. Vendor and Buyer may be referred to herein individually as "Party" or collectively as "Parties."

WHEREAS, Vendor and Buyer wish to modify the Agreement.

NOW THEREFORE, In consideration of the covenants and conditions contained herein, the Parties agrees as follows:

1. Relation to Agreement. This Addendum constitutes a part of and, by this reference, is incorporated into the Agreement. The terms of this Addendum will control in the event of any conflicting or ambiguous language that may appear in the Agreement.

2. Modifications to the Agreement. As of the Effective Date (defined above), the Agreement is hereby modified as follows:

- a. The Section titled F.O.B. is replaced as follows:

F.O.B.

Seller shall deliver Equipment to Buyer FCA Seller's facility or warehouse (Incoterms 2010). Risk of loss and title shall pass to Buyer upon delivery.

- b. The Section titled ACCEPTANCE is replaced as follows

ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after the date of the order is received by Seller.

- c. The Section titled INSPECTION is replaced as follows

INSPECTION

All Commodities delivered on this order are subject to inspection within ten (10) days upon receipt by a representative of the Buyer. Subject to the preceding, Seller may return all rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

- d. The Section titled LIABILITY - COPYRIGHT/PATENT/TRADEMARK is replaced as follows

LIABILITY - COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability third party claims for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order. Seller's obligations under this section shall be contingent upon: (i) Buyer promptly notifying Seller in writing within ten (10) days of becoming aware of a claim; (ii) Buyer fully cooperating with Seller in defending or settling the claim; and (iii) Seller having the sole right to defend or settle such claim. Notwithstanding the foregoing, Seller shall not be liable for any claims based upon: (a) the combination or use of the product furnished or software licensed with any other product or software not supplied or authorized by Seller; (b) Buyer's possession or use of any altered version of the product furnished or software licensed unless such alteration has been performed or expressly authorized by Seller; (c) failure of Buyer to implement any update provided by Seller that would have prevented the claim; (d) product or services was made or performed under the Agreement to Buyer's specifications; or (e) in the case of licensed software, it is the latest released version of the software licensed.

- e. The Section titled INDEMNIFICATION is replaced as follows:

INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents (each individually, an "Indemnitee" and collectively, "Indemnities") from and against any and all claims, damages, liability, judgments or causes of action, including documented costs and expenses, brought against Buyer by a third party, which result in injuries or damages to persons or property arising from the negligent act or omission by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order. Seller's indemnification obligations under this section shall be contingent upon: (i) Buyer promptly notifying Seller in writing within ten (10) days of becoming aware of a claim; (ii) Buyer fully cooperating with Seller in defending or settling the claim; and (iii) Seller having the sole right to defend or settle such claim at Seller's expense with counsel of Seller's choosing, provided that no settlement assigning liability to or requiring any payment by an Indemnitee shall be permitted without the Indemnitee's prior written consent and (ii) the settlement includes the claimant's or plaintiff's release of all Indemnities from all liability in respect of the Claim. Seller's obligations under this paragraph will be reduced to the extent of the negligence or willful misconduct of Buyer.

- f. The Section titled LIMITATION OF LIABILITY is replaced as follows:

LIMITATION OF LIABILITY.

Except for Seller's Indemnification obligations for: (i) infringement of intellectual property (COPYRIGHT/PATENT/TRADEMARK); (ii) third party claims for injuries or damages to persons or property, or Seller's obligations pursuant to standard product warranties in Exhibit 1, the total aggregate liability of Seller to Buyer for any and all liability arising out of or connection with this order shall be limited to the aggregate sum of payments made by Buyer to Seller under this order. IN NO CASE SHALL SELLER BE LIABLE TO BUYER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, OR FOR THE LOSS OF BENEFIT, PROFIT, REVENUE OR DATA, EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES."

- g. The following Section titled WARRANTY is added as a new Section.

WARRANTY

Notwithstanding any other provision contained herein, any order issued pursuant to these terms and conditions shall be warranted solely in accordance with Vendor's standard product warranties attached hereto as Exhibit 1.:

3. Continuing Effect; No Other Changes. Except as expressly amended hereby, all of the terms and provisions of the Agreement are and shall remain in full force and effect. All of the terms and provisions of the Agreement without giving effect to this Addendum shall continue to apply to the period of time prior to the date hereof. The Parties shall preserve all rights, remedies, powers and privileges under the Agreement.
4. Counterparts. This Addendum may be executed in any number of counterparts by the parties hereto, each of which counterparts when so executed shall be an original, but all the counterparts shall together constitute one and the same instrument. Delivery of an executed signature page of this Addendum (which may be by electronic transmission) shall be effective as delivery of a manually executed counterpart hereof.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized officers as of the Effective Date.

Aclara Technologies LLC

DocuSigned by:

By: Robert Enyard
F98927B2951D40E...

Name: Robert Enyard, Jr.

Title: Vice President

Date: November 3, 2020

The City of Hollywood, Florida

By: George A. Keller, Jr. for CM

Name: GEORGE KELLER

Title: Deputy City Manager

Date: 10-10-21

Exhibit 1

1. **Aclara® RF Water / Gas MTU Warranty.** Aclara Technologies LLC ("Aclara") warrants to the original Purchaser of an Aclara RF Water or Gas Meter Transmission Unit ("MTU") that the MTU shall be free from defects in material and workmanship for a period of ten (10) years from the date of original product shipment ("Warranty Period").

Any MTU manufactured by Aclara that, within Warranty Period, fails as a result of a defect in material or workmanship, when returned to Aclara, freight prepaid, will be repaired or replaced, at the option of Aclara, without charge to the Purchaser. A MTU which has been repaired or replaced by Aclara will be returned to the Purchaser by Aclara, freight prepaid. Aclara warrants replacement MTUs for the remaining term of the Warranty Period applicable to the MTU repaired or replaced.

Subject to the limitations set forth herein, Aclara will replace any MTU that, after expiration of the Warranty Period but before the expiration of the twentieth (20th) full year after the date of original product shipment, fails as a result of a defect in material or workmanship. The price of replacement will be prorated in accordance with the following table based on the number years of service before failure:

Years of Service	Replacement Price Percentage
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20	100%

The price to replace a defective MTU will be calculated by multiplying the applicable Replacement Price Percentage by the MTU price in effect at the time of replacement.

The warranty offered to Purchaser shall only cover MTUs (i) configured to default factory settings (hourly readings and four (4) transmissions per day), (ii) operated within standard operating conditions (averaging no more than two (2) on-demand or valve position change requests per month, up to two (2) firmware downloads and one (1) full ninety-six (96) day data log extraction over the life of the MTU), and (iii) was installed and initiated within one (1) year of the date of original product shipment date.

2. **Aclara® RF DCU Warranty.** Aclara warrants to the original Purchaser of an Aclara RF Data Collection Unit ("DCU") that the DCU shall be free from defects in material and workmanship for a period of one (1) year from the date of original product shipment ("Warranty Period").

Any DCU manufactured by Aclara that, within the Warranty Period, fails as a result of a defect in material or workmanship, will be repaired or replaced, at the option of Aclara, without charge to the Purchaser. Aclara shall either: (1) Provide a return authorization to the Purchaser to return the defective DCU for repair; or (2) Perform on-site repair of the defective DCU, provided Purchaser pays all reasonable Aclara travel expenses. Aclara will be responsible for cost inbound and outbound freight when using shipping method of Aclara's choice. Purchaser must provide reasonable access to the DCUs and shall be responsible for additional costs incurred should Aclara be prevented access at the scheduled time.

Aclara warrants replacement DCUs for the longer of: (i) the remaining term of the Warranty Period applicable to the DCU repaired or replaced, or (ii) ninety (90) days from the date the repaired DCU or its replacement is returned to Purchaser.

3. **Aclara® RF Water / Gas Wireless Field Programming Coil Warranty.** Aclara warrants to the original Purchaser of an Aclara RF Water / Gas Wireless Field Programming Coil ("Programmer") that the Programmer shall be free from defects in material and workmanship for a period of

one (1) year from the date of original product shipment ("Warranty Period").

Any Programmer manufactured by Aclara that, within the Warranty Period, fails as a result of a defect in material or workmanship, when returned to Aclara, freight prepaid, will be repaired or replaced, at the option of Aclara, without charge to the Purchaser. A Programmer which has been repaired or replaced by Aclara will be returned to the Purchaser by Aclara, freight prepaid. Aclara warrants replacement Programmers for the longer of: (i) the remaining term of the Warranty Period applicable to the Programmer repaired or replaced, or (ii) ninety (90) days from the date the repaired Programmer or its replacement is returned to Purchaser.

4. **Software.** All of the products set forth herein include software which is proprietary to Aclara and which is protected by United States Copyright Laws with which the Purchaser must comply. Purchaser has the right to utilize the software in the product with the product, but Purchaser may not disassemble, decompile, or modify the software. The software is confidential and the property of Aclara and shall not be disclosed to others.

5. **Return Material Authorization Process.** The return of defective products under a warranty claim must be returned in accordance with Aclara's Return Material Authorization (RMA) Process. Please refer to the latest process document posted to the Aclara customer portal at: <https://aclaratech.force.com/login>.

6. **Warranty Claim.** The warranty remedies set forth herein shall be contingent upon: (1) Purchaser providing written notice of a warranty claim to Aclara within the applicable warranty period; and (2) Purchaser returning the defective product to Aclara within sixty (60) days of removal and in accordance with the RMA Process.

7. **Exceptions to Warranties.** The following apply to all warranties offered to Purchaser by Aclara and set forth herein.

- All costs associated with the removal and/or reinstallation of a defective product shall be the responsibility of the Purchaser.
- The warranties set forth herein do not cover repairs or replacements required as a result of misuse, mishandling, improper storage, accident, modification, improper operation, installation errors, meter failures, theft, vandalism, acts of god or repair by unauthorized personnel.
- Aclara reserves the right to supply factory refurbished equipment, new equipment, or a newer model that provides equivalent or better performance.

8. **NO IMPLIED WARRANTIES.** THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LIABILITY OF ACLARA SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCT. IN NO EVENT SHALL ACLARA BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, RESULTING FROM PRODUCT INSTALLATION, USE, REMOVAL OR REINSTALLATION. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND IN NO EVENT SHALL THE LIABILITY OF ACLARA EXCEED THE PRICE OF THE PRODUCT ON WHICH SUCH LIABILITY IS BASED. THE LIMITATION OF REMEDIES SET FORTH HEREIN IS IN RECOGNITION OF THE DIFFICULTIES OF PROOF OF LOSS AND THE INCONVENIENCE AND NON-FEASIBILITY OF OTHERWISE MEASURING DAMAGES AND OBTAINING AN ADEQUATE REMEDY. THE WARRANTIES CONTAINED HEREIN MAY NOT BE ALTERED, AMENDED, OR MODIFIED, EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF ACLARA.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. 20 CHURCH STREET, 8TH FLOOR HARTFORD, CT 06103 Attn: Hartford.certrequest@Marsh.com		CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:	
CN102330498-STND-GAW-21-22		INSURER(S) AFFORDING COVERAGE	
INSURED HUBBELL INCORPORATED 40 WATERVIEW DRIVE PO BOX 1000 SHELTON, CT 06484-1000		INSURER A: Liberty Mutual Fire Insurance Company INSURER B: LM Insurance Corporation INSURER C: Liberty Insurance Corporation INSURER D: INSURER E: INSURER F:	
		NAIC # 23035 33600 42404	

COVERAGES

CERTIFICATE NUMBER:

NYC-010318645-16

REVISION NUMBER: 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TB2-611-004212-291	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-611-004212-251	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	WA5-61D-004212-211 (AOS) WC5-611-004212-351 (WI) WA7-61D-004212-461 (MA)	10/01/2021 10/01/2021 10/01/2021	10/01/2022 10/01/2022 10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS/ARE INCLUDED AS ADDITIONAL INSURED (EXCEPT WORKERS COMPENSATION) WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

City of Hollywood 2600 Hollywood Boulevard Hollywood, FL 33020	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA Inc.</i>
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ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY MARSH USA, INC.		NAMED INSURED HUBBELL INCORPORATED 40 WATERVIEW DRIVE PO BOX 1000 SHELTON, CT 06484-1000
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

HUBBELL INCORPORATED (US SUBSIDIARY LIST)

Aclara Technologies, LLC
 Aclara Smart Grid Solutions, LLC
 Aclara Meters, LLC
 Aclara International, LLC
 Aclara International Holdings, Inc.
 Armorcast Products Company, Inc.
 Arrow Consolidated Corporation
 Beckwith Electric Co, Inc.
 Burndy Americas Inc.
 Burndy LLC
 Burndy Technology LLC
 Columbia Lighting Properties, Inc.
 Connector Assembly, Ltd.
 Connector Manufacturing Company
 Eco-Plus, LLC
 Electric Motion Company, Inc.
 Fargo Mfg. Company, Inc.
 GAI-Tronics Corporation
 Gleason Reel Corporation
 Greenjacket Inc.
 Harvey Hubbell Incorporated
 Hipotronics, Inc.
 Hubbell Distribution, Inc.
 Hubbell Entertainment, Inc.
 Hubbell Finance LLC
 Hubbell Incorporated
 Hubbell Incorporated (Delaware)
 Hubbell Industrial Controls, Inc.
 Hubbell International, LLC
 Hubbell Lenoir City, Inc.
 Hubbell Lighting, Inc.
 Hubbell Operations, LLC
 Hubbell Plastics, Inc.
 Hubbell Power Systems, Inc.
 Hubbell Switch Holding Co., Inc.
 HUBS, Inc.
 iDevice LLC
 Kurt Versen Inc.
 KV Holding Co., Inc.
 Litecontrol Corporation
 Lighting Corporation of America
 Meter Readings Holding, LLC
 Meramec Instrument Transformer Company
 Newco Condenser, Inc.
 Newco Lighting, Inc.
 PCORE Electric Company, Inc.



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, INC.		NAMED INSURED HUBBELL INCORPORATED 40 WATERVIEW DRIVE PO BOX 1000 SHELTON, CT 06484-1000
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Progress Lighting Properties, Inc.
 Progress Lighting, Inc.
 Progressive Lighting, Inc. (North Carolina)
 Progressive Lighting, Inc. (South Carolina)
 Reliaguard Inc.
 R.W. Lyall & Company, Inc.
 State Street Corp.
 Versen Holdings, Inc.
 Wepawaug Development, LLC



Quotation

Quote #: Q-21264-1
Created Date: 12/8/2021 11:29 AM
Expiration Date: 12/31/2022

Aclara

77 West Port Plaza, Suite 500
St. Louis, MO 63146
US
Phone: (800) 297-2728

Bill To

Elizabeth (Elly) Stavrakis
Hollywood, City of (FL)
2600 Hollywood Blvd
Hollywood, FL 33020
US
(954) 924-2986
(954) 967-4574
estavrakis@hollywoodfl.org

End Customer

Hollywood, City of (FL)

Prepared By	Phone	EMAIL	PAYMENT METHOD
Bobby Barker	13347409034	brbarker@hubbell.com	Net 30

DCU Legacy

Product Description	Part No.	Qty	Net Unit Price	Extended Price
DCU - Water/Gas-Only - Solar_DCU-II, 2-Way, Solar, ATT LTE, T-Board	501-9975LTAST1R8-GW	2	USD 8,693.09	USD 17,386.18

MTU Programmers

Product Description	Part No.	Qty	Net Unit Price	Extended Price
MTU Programmer: USB Field Programmer kit	510-6820	2	USD 347.29	USD 694.58

Water MTUs

Product Description	Part No.	Qty	Net Unit Price	Extended Price
Series 3450 Water MTU: Encoder, Single Port, Extended Range, 12' Bare Wire Cable	3451-012-DBW	3,300	USD 105.00	USD 346,500.00
Series 3450 Water MTU: Encoder, Dual Port, Extended Range, 12' Bare Wire Cable	3452-012-DBW	56	USD 135.00	USD 7,560.00

Sub-Total	USD 372,140.76
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Total	USD 372,140.76
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Notes

Aclara accepts the addendum to the CITY OF HOLLYWOOD'S TERMS & CONDITIONS. See attachments for document.

Contract shall be for one (1) year period beginning upon date of award or expiration of current contract, whichever is later. The City may renew this contract for two (2) additional one (1) year periods subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

TERMS & CONDITIONS

General Note:

This Proposal/Quotation is based upon the terms and conditions set forth in the Aclara Standard Terms and Conditions of Sales for Equipment and certain services that are available on Aclara's website at:

<http://www.aclara.com/terms-and-conditions/>

1. **ADDITIONAL TERMS:**

2. Each Line Item will be shipped within the number of weeks staged after receipt of an acceptable order.
3. This quotation is based upon receipt and acceptance of an order by the earlier of the Expiration Date in the upper right or 60-days after the Proposal Date contained herein.
4. Seller shall deliver Equipment to Buyer FCA Seller's Facility or warehouse (Incoterms 2010.) Seller will arrange freight on Buyer's behalf.
5. Buyer shall pay Seller's standard Material Handling charges.
6. Sales tax will be charged unless the customer provides/has provided a valid Sales Tax Exemption or Reseller certificate.
7. Total Extended price shown excludes any applicable Sales Tax.
7. **IF BUYER ACCEPTS THIS QUOTE AND WILL ISSUE ACLARA A SEPARATE PURCHASE ORDER BASED THEREON, DO NOT RETURN A SIGNED COPY OF THIS QUOTE**
. RETURNING BOTH A SIGNED QUOTE AND SEPARATE PURCHASE ORDER WILL RESULT IN THE BUYER BEING BILLED FOR TWO ORDERS.

To place an order, please send a signed copy of your Purchase Order referencing this quotation to

AclaraOrders@hubbell.com

or simply reply to your sales rep via email with the fully executed PO attached.

If there is no Purchase Order, enter N/A in PO Number, your signature, and your Ship To Street Address (P.O. Box not allowed) to acknowledge that this quote form will be used in lieu of PO.

Signature:

Effective Date:

____/____/____

Name (Print):

Title:

PO Number *:

* Ship To:

Street:

City, State Zip:

* If there is no purchase order, Ship To address must be entered.

Aclara Confidential / Proprietary Information

*Seller's above quote is expressly made conditional on the Buyer's assent to all of the terms and conditions located at <http://www.aclara.com/terms-and-conditions> . By issuing a Purchase Order or Order to Seller based on this Quote, Buyer hereby represents and affirms that it has reviewed and assents to these terms and conditions. **ADDITIONAL TERMS CONTAINED ON ANY PURCHASE ORDER ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED TO IN WRITING BY ACLARA (SELLER) and BUYER.***

Aclara Warranties

- STAR® MTU Warranty
- STAR® Utility DCU Warranty
- STAR® Utility NCC Warranty
- STAR® Utility MTU Programmer Warranty
- Aclara® Software Warranty

The information contained herein is proprietary and confidential to Aclara Technologies LLC and shall not be released or disclosed to any third party without prior written approval.

STAR® MTU Warranty

Basic Warranty

Aclara Technologies LLC warrants to the original PURCHASER of a STAR® Utility Meter Transmission Unit (MTU) that the MTU shall perform in accordance with the specifications in effect at the time of original product shipment and shall be free from defects in material and workmanship for a period often (10) years from the date of original product shipment (the “full warranty period”).

Any STAR® Utility MTU manufactured by Aclara Technologies LLC that, within the full warranty period: (i) fails to perform in accordance with the specifications in effect at the time of original product shipment or (ii) fails as a result of a defect in material or workmanship, when returned to Aclara Technologies LLC, freight prepaid, will be repaired or replaced at the option of Aclara Technologies LLC without charge to the PURCHASER. A STAR® Utility MTU which has been repaired or replaced by Aclara Technologies LLC will be returned to the PURCHASER by Aclara Technologies LLC, freight prepaid. All costs associated with the removal and/or reinstallation of a defective STAR® Utility MTU shall be the responsibility of the PURCHASER. Aclara Technologies LLC warrants replacement MTUs for the longer of (i) the remaining term of the full warranty period applicable to the STAR® Utility MTU repaired or replaced or (ii) one year from the date the repaired STAR® Utility MTU or its replacement is returned to PURCHASER. Aclara Technologies LLC reserves the right to supply factory refurbished equipment, new equipment, or a newer model that provides equivalent or better performance.

Extended Warranty

Subject to the limitations set forth below, Aclara Technologies LLC, will replace any STAR® Utility MTU that, after expiration of the full warranty period but before the expiration of the twentieth (20th) full year after the date of original product shipment (the “extended warranty period”): (i) fails to perform in accordance with the specifications in effect at the time of original product shipment or (ii) fails as a result of a defect in material or workmanship. The cost of replacement will be prorated in accordance with the following table based on the number years of service before failure:

Years of Service	Replacement Cost Percentage
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20	100%

The cost of replacement will be calculated by multiplying the applicable replacement cost percentage by the STAR® Utility MTU price in effect at the time of replacement. The defective MTU must be returned to Aclara Technologies LLC by the PURCHASER, freight prepaid; Aclara Technologies LLC will pay the freight charges for the return of the replacement to the PURCHASER.

All costs associated with the removal and/or reinstallation of a defective STAR® Utility MTU shall

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be the responsibility of the PURCHASER. Aclara Technologies LLC warrants MTUs replaced pursuant to the Extended Warranty for ten (10) years (in accordance with the terms of the Basic Warranty) from the date the replacement is returned to the PURCHASER. Aclara Technologies LLC reserves the right to supply factory refurbished equipment, new equipment, or a newer model that provides equivalent or better performance.

The STAR® Utility MTU warranties do not cover repairs or replacements required as a result of: misuse, mishandling, improper storage, accident, modification, improper operation, installation errors, meter failures, theft, vandalism, repair by unauthorized personnel, or battery life for MTUs that are configured and operated for more than two (2) to four (4) transmissions per day.

Aclara Technologies LLC makes no warranty whatsoever with respect to the minimum communication distance or reliability of the radio propagation path of STAR® Utility MTUs.

Each MTU includes software which is proprietary to Aclara Technologies LLC and which is protected by United States Copyright Laws with which the PURCHASER must comply. PURCHASER has the right to utilize the software in the MTU with the MTU, but PURCHASER may not disassemble, decompile, or modify the software. The software is confidential and the property of Aclara Technologies LLC and shall not be disclosed to others.

THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE LIABILITY OF ACLARA TECHNOLOGIES LLC SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCT. IN NO EVENT SHALL ACLARA TECHNOLOGIES LLC BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, RESULTING FROM PRODUCT INSTALLATION, USE, REMOVAL OR REINSTALLATION. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND IN NO EVENT SHALL THE LIABILITY OF ACLARA TECHNOLOGIES LLC EXCEED THE PRICE OF THE PRODUCT ON WHICH SUCH LIABILITY IS BASED. THE LIMITATION OF REMEDIES SET FORTH HEREIN IS IN RECOGNITION OF THE DIFFICULTIES OF PROOF OF LOSS AND THE INCONVENIENCE AND NON-FEASIBILITY OF OTHERWISE MEASURING DAMAGES AND OBTAINING AN ADEQUATE REMEDY.

THE WARRANTIES CONTAINED HEREIN MAY NOT BE ALTERED, AMENDED, OR MODIFIED, EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF ACLARA TECHNOLOGIES LLC.

The information contained herein is proprietary and confidential to Aclara Technologies LLC and shall not be released or disclosed to any third party without prior written approval.

STAR® Utility DCU Warranty

Aclara Technologies LLC warrants to the original PURCHASER of a STAR® Utility Data Collection Unit (DCU) that the DCU shall perform in accordance with the specifications in effect at the time of original product shipment and shall be free from defects in material and workmanship for a period of one (1) year from the date of original product installation.

Any STAR® Utility DCU manufactured by Aclara Technologies LLC that, within the warranty period: (i) fails to perform in accordance with the specifications in effect at the time of original product shipment or (ii) fails as a result of a defect in material or workmanship, will be repaired or replaced at the option of Aclara Technologies LLC without charge to the PURCHASER. PURCHASER may either;

- 1) Request return authorization from Aclara Technologies LLC, and return defective DCU for repair. Aclara Technologies LLC will be responsible for lowest cost inbound and outbound freight when using shipping method of Aclara Technologies LLC's choice. Should PURCHASER request alternative shipping method, PURCHASER will be responsible for all excess freight charges. All costs associated with the removal and/or reinstallation of a defective STAR® Utility DCU shall be the responsibility of the PURCHASER, or
- 2) Request on site repair by Aclara Technologies LLC, provided PURCHASER pays all reasonable Aclara Technologies LLC travel expenses. PURCHASER must assure reasonable access to the equipment, and shall be responsible for additional costs incurred should Aclara Technologies LLC be prevented access at the scheduled time.

Aclara Technologies LLC warrants replacement DCU's for the longer of (i) the remaining term of the full warranty period applicable to the STAR® Utility DCU repaired or replaced or (ii) six (6) months from the date the repaired STAR® Utility DCU or its replacement is returned to PURCHASER. Aclara Technologies LLC reserves the right to supply factory refurbished equipment, new equipment, or a newer model that provides equivalent or better performance.

The STAR® Utility DCU warranty does not cover repairs or replacements required as a result of: misuse, mishandling, improper storage, accident, modification, improper operation, installation errors, theft, vandalism, acts of god or repair by unauthorized personnel.

Aclara Technologies LLC makes no warranty whatsoever with respect to the minimum communication distance or reliability of the radio propagation path or required density of STAR® Utility DCUs.

Each DCU includes software which is proprietary to Aclara Technologies LLC and which is protected by United States Copyright Laws with which the PURCHASER must comply. PURCHASER has the right to utilize the software in the DCU with the DCU, but PURCHASER may not disassemble, decompile, or modify the software. The software is confidential and the property of Aclara Technologies LLC and shall not be disclosed to others.

THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE LIABILITY OF ACLARA TECHNOLOGIES LLC SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCT. IN NO EVENT SHALL ACLARA

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TECHNOLOGIES LLC BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, RESULTING FROM PRODUCT INSTALLATION, USE, REMOVAL OR REINSTALLATION. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND IN NO EVENT SHALL THE LIABILITY OF ACLARA TECHNOLOGIES LLC EXCEED THE PRICE OF THE PRODUCT ON WHICH SUCH LIABILITY IS BASED. THE LIMITATION OF REMEDIES SET FORTH HEREIN IS IN RECOGNITION OF THE DIFFICULTIES OF PROOF OF LOSS AND THE INCONVENIENCE AND NON-FEASIBILITY OF OTHERWISE MEASURING DAMAGES AND OBTAINING AN ADEQUATE REMEDY.

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STAR® Utility NCC Warranty

Aclara Technologies LLC warrants to the original PURCHASER of a STAR® Utility Network Control Computer (NCC) that Aclara Technologies LLC will provide a computer, which in its best judgment is sufficient to run the NCC Software. The Computer to be supplied will be manufactured and assembled by a nationally recognized computer manufacturer to comply with minimum specifications established by Aclara Technologies LLC, but will not be assembled by or manufactured by Aclara Technologies LLC. Aclara Technologies LLC agrees to assign all of its rights and interests in the warranties, if any, provided by the manufacturer of said computer, to the extent that this assignment is permitted by such manufacturer, to the PURCHASER. Aclara Technologies LLC will arrange for a three-year on-site repair and service agreement at no additional cost to PURCHASER. PURCHASER'S only remedy is to look to the warranty provided by such manufacturer and/or benefits provided by the service agreement with respect to the repair and correction of defects and/or failures in the computer and its components.

Aclara Technologies LLC makes no warranty or representation, either express or implied for products or software supplied by Aclara Technologies LLC but manufactured or licensed by third parties. The warranties for products manufactured or licensed by third parties are limited to those provided by and in effect for the respective manufacturer or licensor.

The NCC Software and Documentation will meet the specifications therefore in effect on the effective date sale. If the NCC Software or Documentation fails to meet this warranty and PURCHASER gives written notice thereof, within one (1) year from date of initial sale, Aclara Technologies LLC shall correct the failure, provided that PURCHASER gives detailed information regarding such failure. Aclara Technologies LLC shall not be liable for the NCC Software and Documentation warranty provisions if modifications are made to the NCC Software by someone other than Aclara Technologies LLC or its authorized representatives

THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE LIABILITY OF ACLARA TECHNOLOGIES LLC SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCT. IN NO EVENT SHALL ACLARA TECHNOLOGIES LLC BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATED TO THE INSTALLATION, USE, REMOVAL OR REINSTALLATION OF THE NCC PRODUCT, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF OR FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE NCC SOFTWARE OR DOCUMENTATION. CONSEQUENTIAL DAMAGES FOR PURPOSES OF THIS AGREEMENT SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, LOSS OF USE, INCOME OR PROFIT, LOSS OF DATA, OR LOSSES SUSTAINED AS A RESULT OF INJURY TO ANY PERSON OR LOSS OF OR DAMAGE TO PROPERTY. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND IN NO EVENT SHALL THE LIABILITY OF ACLARA TECHNOLOGIES LLC EXCEED THE PRICE OF THE PRODUCT ON WHICH SUCH LIABILITY IS BASED. THE LIMITATION OF REMEDIES SET FORTH HEREIN IS IN RECOGNITION OF THE DIFFICULTIES OF PROOF OF LOSS AND THE INCONVENIENCE AND NON-FEASIBILITY OF OTHERWISE MEASURING DAMAGES AND OBTAINING AN ADEQUATE REMEDY.

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STAR® Utility MTU Programmer Warranty

Aclara Technologies LLC warrants to the original PURCHASER of a STAR® Utility MTU Programmer (PROGRAMMER) that the PROGRAMMER shall perform in accordance with the specifications in effect at the time of original product shipment and shall be free from defects in material and workmanship for a period of one (1) year from the date of original product shipment.

Any STAR® Utility MTU Programmer manufactured by Aclara Technologies LLC that, within the warranty period: (i) fails to perform in accordance with the specifications in effect at the time of original product shipment or (ii) fails as a result of a defect in material or workmanship, when returned to Aclara Technologies LLC, freight prepaid, will be repaired or replaced at the option of Aclara Technologies LLC without charge to the PURCHASER. A STAR® Utility MTU Programmer which has been repaired or replaced by Aclara Technologies LLC will be returned to the PURCHASER by Aclara Technologies LLC, freight prepaid. Aclara Technologies LLC warrants replacement PROGRAMMERS for the longer of (i) the remaining term of the warranty period applicable to the STAR® Utility PROGRAMMER repaired or replaced or (ii) Ninety (90) days from the date the repaired STAR® Utility PROGRAMMER or its replacement is returned to PURCHASER. Aclara Technologies LLC reserves the right to supply factory refurbished equipment, new equipment, or a newer model that provides equivalent or better performance

The STAR® Utility MTU Programmer warranty does not cover repairs or replacements required as a result of: misuse, mishandling, improper storage, accident, modification, improper operation, installation errors, theft, vandalism, acts of god or repair by unauthorized personnel.

Each MTU Programmer includes software which is proprietary to Aclara Technologies LLC and which is protected by United States Copyright Laws with which the PURCHASER must comply. PURCHASER has the right to utilize the software in the MTU Programmer with the MTU Programmer, but PURCHASER may not disassemble, decompile, or modify the software. The software is confidential and the property of Aclara Technologies LLC and shall not be disclosed to others.

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Aclara® Software Warranty

In connection with this proposal, Seller makes the following warranties:

Seller warrants that with respect to the Software licensed by Seller to Buyer that:

1) With respect to Third Party Licensed Software: a. Any applicable Third Party license fees have been paid; **b.** Buyer's use thereof shall be at no additional cost to Buyer; **c.** Buyer's use thereof shall only be subject to the terms of the Software License Agreement; **Seller expressly disclaims any other warranties with respect to Third Party Licensed Software and shall have no warranty obligations with respect to such Software. 2) With respect to Seller Licensed Software and any updates or upgrades thereto provided to Buyer: a.** Seller is the owner of the Aclara Licensed Software and has the right and authority to license the Aclara Licensed Software to Licensee; **b.** Buyer's use of the Aclara Licensed Software shall only be subject to the terms of the Software License Agreement; **c.** The Aclara Licensed Software will operate substantially in accordance with the Documentation licensed by Seller pursuant to the terms of the Software License Agreement. **In the event a breach of the foregoing warranties occurs prior to twelve months from installation of the Aclara Licensed Software, Aclara shall, at its sole cost and expense, perform such work as is necessary to promptly remedy the breach.**

Except as specifically set forth herein, no warranty under any provision of this proposal is made with respect to software items that have not been created or manufactured by the Seller or its Contract Manufacturers, such being subject only to the warranties made by their respective creators or manufacturers. Seller shall not be responsible or liability for unauthorized modifications, alterations, misapplications, or repairs made to the software by Buyer Personnel or persons other than Seller Personnel or for damage thereto caused by negligence, accidents or use by Buyer Personnel or persons other than Seller Personnel in violation of any provision of this Proposal.

EXCEPT AS EXPRESSLY SET OUT HEREIN, ALL CONDITIONS AND WARRANTIES EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE (INCLUDING BUT NOT LIMITED TO ANY CONCERNING FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED TO THE EXTENT PERMITTED BY LAW.

IN NO EVENT SHALL ACLARA TECHNOLOGIES LLC BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, RESULTING FROM PRODUCT INSTALLATION, USE, REMOVAL OR REINSTALLATION.

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