



## 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 Stavrakis, Elizabeth  
Address 1715 N 21st Avenue  
Hollywood FL 33020  
Phone 1-954-921-3046-5430  
Fax  
E-mail [estavrakis@hollywoodfl.org](mailto:estavrakis@hollywoodfl.org)

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



Blanket Purchase Agreement PA600470

Agreement	PA600470
Creation Date	21-APR-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](mailto: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
	<b>32824</b>	<b>Net 30</b>	<b>None</b>	<b>Destination</b>
	<b>Start Date</b>	<b>End Date</b>	<b>Shipping Method</b>	
	<b>04/06/2022</b>	<b>04/05/2023</b>		
Initial Award Term	<b>04/06/2022</b>	<b>04/05/2023</b>		
First Renewal Period	<b>04/06/2023</b>	<b>04/05/2024</b>		
Second Renewal Period	<b>04/06/2024</b>	<b>04/05/2025</b>		
Third Renewal Period				
Fourth Renewal Period				

Attachments			
Type	File Name or URL	Title	Description
File	R-2022-092 (002).pdf	R-2022-092 (002).pdf	Approved
File	Aclara Quote.pdf	Aclara Quote.pdf	Q-21264-1

Line	Item	UOM	Price	Expiration Date												
1	Per the Pricing and Services on Quote# Q-21264-1		0.00													
<table border="1"> <thead> <tr> <th colspan="4">Attachments</th> </tr> <tr> <th>Type</th> <th>File Name or URL</th> <th>Title</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>					Attachments				Type	File Name or URL	Title	Description				
Attachments																
Type	File Name or URL	Title	Description													
2	DCU - Water/Gas-Only - Solar_DCU-II, 2-Way, Solar, ATT LTE, T-Board 501-9975LTAST1R8-GW	Each	8,693.09													
<table border="1"> <thead> <tr> <th colspan="4">Attachments</th> </tr> <tr> <th>Type</th> <th>File Name or URL</th> <th>Title</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>					Attachments				Type	File Name or URL	Title	Description				
Attachments																
Type	File Name or URL	Title	Description													

Line	Item	UOM	Price	Expiration Date
3	MTU Programmer: USB Field Programmer kit 510-6820	Each	347.29	
<b>Attachments</b>				
	Type	File Name or URL	Title	Description
4	Series 3450 Water MTU: Encoder, Single Port, Extended Range, 12' Bare Wire Cable 3451-012-DBW	Each	105.00	
<b>Attachments</b>				
	Type	File Name or URL	Title	Description
5	Series 3450 Water MTU: Encoder, Dual Port, Extended Range, 12' Bare Wire Cable 3452-012-DBW	Each	135.00	
<b>Attachments</b>				
	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 reprourement.

### 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.



Blanket Purchase Agreement PA600470

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

RESOLUTION NO. R-2022-092

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A BLANKET PURCHASE AGREEMENT WITH ACLARA TECHNOLOGIES LLC FOR THE PURCHASE OF STAR FIXED NETWORK AUTOMATIC METER READING SYSTEM SINGLE PORT AND DUAL PORT METER TRANSMISSION UNITS IN AN ESTIMATED ANNUAL AMOUNT OF \$372,140.76 BASED UPON SECTION 38.41(C)(9) OF THE PROCUREMENT CODE (BEST INTEREST); AMENDING THE FISCAL YEAR 2022 ADOPTED OPERATING BUDGET.

WHEREAS, the Department of Public Utilities ("Department") owns, operates, and maintains an advanced metering infrastructure ("AMI") system that records, collects, and transmits water consumption data to the Department's billing system; and

WHEREAS, the Department's AMI system was installed between 2009 and 2012 and consists of approximately 41,500 water meters, registers, Meter Transmission Unit ("MTUs") and Data Collection Units ("DCUs"); and

WHEREAS, the Department stocks MTUs, spare parts, and accessories as regular stock items to perform repairs, replace obsolete units, and install new water service connections; and

WHEREAS, the Department requested a quote from Aclara Technologies LLC ("Aclara") for the supply and delivery of the necessary MTUs and spare parts and accessories to support City operations for the next 12 months; and

WHEREAS, on December 8, 2021, Aclara provided a quote for the purchase of star fixed network automatic meter reading system single port and dual port meter transmission units for an estimated annual expenditure of \$372,140.76; and

WHEREAS, Aclara has agreed to the quoted pricing for a one year term commencing upon the date of execution of the blanket purchase agreement, with an option to renew for two additional one year periods, subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City; and

WHEREAS, the Aclara AMI network is proprietary communication protocol, Aclara MTUs are the only MTUs that will operate on the Aclara AMI network, and Aclara will only support their MTUs; and

WHEREAS, the Director of the Department has determined that it is in the City's best interest to execute the attached Blanket Purchase Agreement with Aclara for the for the purchase of star fixed network automatic meter reading system single port and dual port meter transmission units; and

WHEREAS, pursuant to Section 38.41(C)(9) of the City's Procurement Code, the City Commission may, when in the best interest of the City, by a 5/7ths vote, waive competitive bidding and competitive proposal requirements for the purchase of, and contract for goods, supplies, materials, equipment or services; and

WHEREAS, the City's Fiscal Year 2022 Operating Budget was adopted and approved by the City Commission pursuant to Resolution No. R-2021-244 at the second Public Budget Hearing on September 23, 2021; and

WHEREAS, this Resolution seeks to amend the budget as detailed in the attached Exhibit "1"; and

WHEREAS, funding will be made available in account number 442.400201.53600.552260.000000.000.000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it approves and authorizes the execution, by the appropriate City officials, of the attached blanket purchase agreement with Aclara Technologies LLC, together with such non-material changes as may be subsequently agreed to by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: That these Amendments to the Operating Budget of the City of Hollywood for the Fiscal Year beginning October 1, 2021, relating to the Water and Sewer Fund and as set forth in detail in the attached Exhibit "1" are adopted and authorized as Amendments to the Operating Budget of the City of Hollywood for the Fiscal Year 2022.

Section 4: That this Resolution shall be in full force and effect immediately upon its passage and adoption.



A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A BLANKET PURCHASE AGREEMENT WITH ACLARA TECHNOLOGIES LLC FOR THE PURCHASE OF STAR FIXED NETWORK AUTOMATIC METER READING SYSTEM SINGLE PORT AND DUAL PORT METER TRANSMISSION UNITS IN AN ESTIMATED ANNUAL AMOUNT OF \$372,140.76 BASED UPON SECTION 38.41(C)(9) OF THE PROCUREMENT CODE (BEST INTEREST); AMENDING THE FISCAL YEAR 2022 ADOPTED OPERATING BUDGET.

PASSED AND ADOPTED this 6 day of April, 2022.

  
\_\_\_\_\_  
JOSH LEVY, MAYOR

ATTEST:

  
\_\_\_\_\_  
PATRICIA A. CERNY, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY for the use and reliance of the City of Hollywood, Florida, only.

  
\_\_\_\_\_  
DOUGLAS R. GONZALES  
CITY ATTORNEY

**Exhibit 1: Budget Amendments**  
**Water and Sewer Fund**

This item allocates \$372,140.76 from fund balance to the Maintenance - Meter account for the purchase of MTU's and other miscellaneous items

**Transfer From:**

<b>Description</b>	<b>Account Number</b>	<b>Amount</b>
Fund Balance	442.190106.50010.500110.000000.000.000	372,140.76

**Transfer To:**

<b>Description</b>	<b>Account Number</b>	<b>Amount</b>
Maintenance - Meter	442.400201.53600.552260.000000.000.000	372,140.76



# 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

<b>Sub-Total</b>	<b>USD 372,140.76</b>
------------------	-----------------------

<b>Total</b>	<b>USD 372,140.76</b>
--------------	-----------------------

## 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:**  
Each Line Item will be shipped within the number of weeks staged after receipt of an acceptable order.
2. 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.
3. Seller shall deliver Equipment to Buyer FCA Seller's Facility or warehouse (Incoterms 2010.) Seller will arrange freight on Buyer's behalf.
4. Buyer shall pay Seller's standard Material Handling charges.
5. Sales tax will be charged unless the customer provides/has provided a valid Sales Tax Exemption or Reseller certificate.
6. 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](mailto: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.**

<b>Signature:</b>	_____	<b>Effective Date:</b>	____/____/____
<b>Name (Print):</b>	_____	<b>Title:</b>	_____
<b>PO Number *:</b>	_____		

**\* 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 (20<sup>th</sup>) 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

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.

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

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.



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.

## 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.

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 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.

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.

# 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.

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

