

Honeywell Process Solutions- Smart Energy- Elster Solutions, LLC
Master Agreement
(United States of America – English)



THIS Master Agreement, ("Agreement") made this _____ day of July, 2021 (the "Effective Date") by and between Elster Solutions, LLC a Honeywell company and a Delaware limited liability company, with offices located at 2101 City West Blvd, Houston, TX 77042 ("ELSTER" or "Honeywell") and **Town of Fort Frances, with offices at 320 Portage Avenue, Fort Frances, ON, (Public Works Dept.)**, ("Town" or "Buyer"). Elster and Town may be referred to individually as a "Party" or collectively as the "Parties."

The following document(s) together with this document comprise a single contractual arrangement between Buyer and Elster for the purchase and use of the items described herein, and their terms thereof shall replace any prior versions of these documents currently in place among the Parties:

1. HPS- Sales Terms and Conditions
2. HPS -Sales Terms and Conditions Addendum 1: Supplemental Terms
3. Software License Agreement
4. Software License Addendum 1: Supplemental Terms
5. Software Maintenance Agreement - Standard
6. FieldSense Agreement
7. Pricing

Any notice, demand or communication in connection with this Agreement, shall be in writing and may be delivered by hand or by first class postal service addressed to the recipient at its registered office or principal business address, and marked for the attention of the following individuals:

For Honeywell: Jennifer Phan, General Counsel
 2101 CityWest Blvd
 Houston, TX 77042
 email: Jennifer.Phan@Honeywell.com

For Buyer: Name/Title
 Address:

IN WITNESS, WHEREOF, the Parties have executed this Agreement in duplicate counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

AGREED:

ELSTER SOLUTIONS, LLC

BUYER:

Town of Frances

Signature:

Name: Robert Henes
Title: Commercial Manager
Date: _____

Signature:

Name: _____
Title: _____
Date: _____

Honeywell Process Solutions- Smart Energy- Elster Solutions, LLC
Master Agreement
(United States of America – English)

Honeywell

HPS- Sales Terms and Conditions (Exhibit 1)

Honeywell Process Solutions-Smart Energy- Elster Solutions, LLC
Sales Terms and Conditions
(United States of America – English)

Honeywell

1. GENERAL DEFINITIONS

- 1.1. **"Affiliate"** means any entity that controls, is controlled by, or is under common control with, another entity. An entity is deemed to "control" another if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or managing authority or to otherwise direct the affairs or management of the other entity. The term Affiliate includes, among other entities, subsidiaries.
- 1.2. **"Agreement"** means the written agreement, including these Sales Terms and Conditions and any addendum to them ("Addendum") together with relevant Orders, made between Buyer and Honeywell for the Deliverables.
- 1.3. **"Buyer"** means the entity issuing an Order.
- 1.4. **"Buyer Personal Data"** means Personal Data received by Honeywell from or on behalf of Buyer in connection with Honeywell's performance of its obligations under the Order as more particularly described in this Agreement.
- 1.5. **"Deliverables"** means equipment and parts (collectively **"Products"**), services (**"Services"**) and Software, each supplied or licensed by Honeywell to Buyer under an Order.
- 1.6. **"Honeywell"** means Elster Solutions, LLC or, the Honeywell International Inc. Affiliate that accepts the Order.
- 1.7. **"Order"** means a Buyer purchase order accepted by Honeywell.
- 1.8. **"Party"** means Honeywell or Buyer and **"Parties"** means both.
- 1.9. **"Personal Data"** means the definition in the EU General Data Protection Legislation (GDPR) (Regulation (EU) 2016/679) regardless of the applicable privacy laws.
- 1.10. **"Software"** means software (in any form, including as a service) and firmware provided by Honeywell, and all related documentation, data files, modules, libraries, and elements. Software includes any updates, upgrades, error corrections, changes or revisions delivered by Honeywell to Buyer under the Agreement or a separate agreement.

2. DELIVERY AND ACCEPTANCE

- 2.1. Delivery terms are EX-Works (INCOTERMS 2010) Honeywell's facility. Title to Products passes to Buyer when Honeywell places Products at Buyer's disposal at Honeywell's facility. Buyer grants Honeywell a security interest in Products until paid in full, subject to applicable law. Deliverables are deemed accepted unless Buyer sends written notice specifying reasonable basis for rejection within 30 days after delivery. Honeywell will, at its option, repair, replace, or re-perform rejected Deliverables.
- 2.2. If a delivery hereunder is delayed due to Buyer's actions or inaction, Honeywell may extend delivery time equal to the length of such delay and shall be entitled to receive compensation for reasonable costs incurred by Honeywell resulting from such delay.
- 2.3. Honeywell will invoice handling costs, including for additional storage and logistics, if Buyer does not take delivery within 30 days after Honeywell sends written notice to Buyer that the Deliverables are available for delivery.

3. PAYMENT

- 3.1. Buyer will pay invoices within 30 days from the date of invoice to the account specified by Honeywell with immediately available funds through electronic transfer. Honeywell may submit invoices electronically. Payment must be made in U.S. currency unless agreed otherwise in the Order.
- 3.2. Buyer must provide the following remittance information when making a payment: (a) invoice number, (b) amount paid. Payment must be in accordance with the "Remit To" field on each invoice. If remittance information is missing, Honeywell will invoice service fee of \$ 500 for each such occurrence.
- 3.3. Honeywell may make partial deliveries that will be invoiced as they are delivered.
- 3.4. Honeywell may also increase price and recover associated costs, for the following that occur between the date of the Order and delivery: (a) foreign exchange variation, (b) increased cost of third party content and materials, (c) periodic price increase of Products and Services, (d) impact of government tariffs, and (e) increases in costs of industrial metals as published by the London Metal Exchange (<https://www.lme.com>)
- 3.5. If Buyer pays late, Honeywell may: (a) suspend deliveries until all delinquent amounts and late interest, if any, are paid, (b) repossess Products or software for which payment has not been made, (c) charge interest for non-payment at lesser of 1.5 % per month for each full or partial month or the maximum legal rate available under governing law, (d) recover all costs of collection, including but not limited to reasonable attorneys' fees, and (e) combine any of the above rights and remedies as may be permitted by applicable law.

- 3.6. If Buyer does not dispute an invoice within 15 days after invoice date, Buyer has waived the right to do so. Honeywell reserves the right to correct any inaccurate invoices.

- 3.7. Buyer may pay by following credit cards: Visa, MasterCard or American Express. Honeywell accepts credit card payment only if the credit card is charged on the same day Honeywell invoices Buyer or before the date of the Honeywell invoice.

- 3.8. Buyer may not set off invoiced amounts against sums that are due from Honeywell. Honeywell extends credit only if Buyer maintains acceptable credit standing.

4. TAXES

Honeywell invoices for taxes, duties and charges, which are Buyer's responsibility, unless Buyer provides acceptable exemption verification.

5. FORCE MAJEURE AND DELAY

Except payment obligations, neither Party is liable for failure to meet its obligations affected by a force majeure event. If performance is so delayed longer than 90 days, either Party can terminate the Order with notice. If Buyer causes delay, Honeywell is entitled to adjust price, schedule and other affected terms.

6. WARRANTIES

- 6.1. Honeywell warrants Honeywell Products comply with applicable Honeywell specifications and are free from material defects in workmanship and material for 12 months after date of delivery, and Services materially comply with defined requirements for 30 days from the date services are performed. Third party warranties, if any, are transferred to Buyer to the extent Honeywell has the right to transfer. Honeywell will, at its option, repair or replace defective Products, if returned to Honeywell within the warranty period, and re-perform defective Services if notified to Honeywell during the warranty period. Products repaired or replaced and Services re-performed are warranted for the remainder of the original warranty period or 90 days (for Products) whichever is longer.

- 6.2. Honeywell is not, and will not be, liable for defects attributable to: (a) non compliance with Honeywell's instructions, (b) unauthorized alterations or repairs, (c) accident, contamination, abuse, or negligence, or (d) damage caused by failure of any item or service not supplied by Honeywell.

- 6.3. WARRANTIES IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE REMEDIES IN THIS SECTION ARE BUYER'S ONLY REMEDIES FOR BREACH OF WARRANTY.

7. LIMITATION OF LIABILITY

IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, STATUTORY OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUES OR USE, OR THE LOSS OR CORRUPTION OF DATA, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES. THE AGGREGATE LIABILITY OF HONEYWELL RELATED TO THE ORDER WILL IN NO CASE EXCEED THE LESSER OF THE INITIAL ORDER PRICE OR US \$1,000,000. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS APPLY IF LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE.

8. PATENT AND COPYRIGHT INDEMNITY

- 8.1. Honeywell will defend any suit against Buyer claiming that a Deliverable infringes a valid United States patent or copyright existing as of the Agreement effective date and will indemnify Buyer for any final judgment against Buyer resulting from the suit provided Buyer: (a) gives Honeywell prompt notice when Buyer becomes aware of a third-party claim, (b) gives complete authority and assistance (at Honeywell expense) for disposition of the claim, and (c) makes no prejudicial admission about the claim.
- 8.2. Honeywell has no liability, and Buyer will indemnify Honeywell for claims related to: (a) Deliverables supplied per Buyer designs, drawings or specifications, (b) Deliverables used other than for the purpose for which they were delivered, (c) combining a Deliverable with a product or software not supplied by Honeywell, (d) modification of a Deliverable by anyone other than Honeywell, (e) compromise or settlement made without written Honeywell consent, or (f) Buyer's failure to install updates, upgrades, error corrections, changes, or revisions provided by Honeywell. Honeywell has no liability for Buyer's costs or attorney fees.
- 8.3. If an infringement claim is made or is likely, Honeywell may at its option and expense: (a) procure the right for Buyer to continue using the Deliverable, (b) modify the Deliverable to be non-infringing, or (c) accept return of the Deliverable (and terminate Buyer's applicable software license) and credit Buyer

HPS -Sales Terms and Conditions Addendum 1: Supplemental Terms (Exhibit 2)

(United States of America – English)

Honeywell

Capitalized terms used in this Addendum and not otherwise defined shall have the meaning ascribed to such terms in the applicable agreements, between the Parties.

1. SUPPLEMENTAL TERMS RELATED TO WARRANTIES

1.1 Goods Warranty

Honeywell warrants that goods shall be delivered free of defects in material and workmanship. The warranty remedy period for goods shall end:

- (a) For meters and modules: twelve (12) months after date of shipment.
- (b) For handheld meter reading units: sixty (60) months after date of shipment.
- (c) For belt clips and optical probes: twenty-four (24) months after date of shipment.
- (d) For all other "goods" including gatekeepers, routers, repeaters, AGI nodes, mobile interrogators, VIDs: twelve (12) months after date of shipment.

All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original warranty period.

1.2 Goods Remedy

If a nonconformity to the foregoing warranty is discovered in the goods during the applicable warranty remedy period under normal and proper use, and provided the goods have been properly stored, installed, operated and maintained (Buyer to provide proper records), and written notice of such nonconformity is provided to Honeywell promptly after such discovery and within the applicable warranty remedy period, Honeywell shall, at its option, either (i) repair or replace the nonconforming portion of the goods, or (ii) refund the portion of the price applicable to the nonconforming portion of goods.

1.3 Services Warranty

Honeywell warrants that services shall be performed in a good and workmanlike manner. The warranty remedy period for services shall end ninety (90) days after the date of completion of services.

1.4 Services Remedy

If a nonconformity to the foregoing warranty is discovered in the services during the applicable warranty remedy period, and written notice of such nonconformity is provided to Honeywell promptly after such discovery and within the applicable warranty remedy period, Honeywell shall, at its option, either (i) re-perform the nonconforming services or (ii) refund the portion of the price applicable to the nonconforming portion of the services.

1.5 Water and Gas Module Battery Warranty (to the extent applicable to this purchase)

Honeywell warrants that the water and gas module batteries shall be delivered free of defects in material and workmanship. The Module Battery warranty period shall be twenty (20) years after date of shipment.

1.6 Water and Gas Module Battery Remedy (to the extent applicable to this purchase)

If a warranted battery nonconformity is discovered in the Modules during the first 10 years from the original date of shipment, under normal and proper use, and provided the Modules have been properly stored, installed, operated and maintained (Buyer to provide proper records), and the nonconformity is validated by Honeywell during the applicable warranty remedy period, Honeywell shall, at its sole option, either (i) repair or replace the nonconforming portion of the Module, or (ii) refund the portion of the price applicable to the nonconforming portion, less a prorated benefit the Modules have provided. All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original warranty period.

If a warranted battery nonconformity is discovered in the Modules in years 11 through 20 from the original date of shipment, under normal and proper use, and provided the Modules have been properly stored, installed,

operated and maintained (Buyer to provide proper records), and the battery nonconformity is validated by Honeywell during the applicable warranty remedy period, Honeywell's sole obligation will be to provide Buyer with a discount on substantially equivalent replacement product at a prorated percentage, applied towards the published list prices in effect in the year the product is determined to be nonconforming, as determined by Honeywell through RMA, in accordance with the following schedule:

Years	Discount off of List Price
1–10	Does Not Apply
11	50%
12	45%
13	40%
14	35%
15	30%
16	25%
17	20%
18	15%
19	10%
20	5%

1.7 Additional Warranties

Notwithstanding the foregoing, certain warranties may be provided under the System License Agreement, the System Maintenance Agreement and the Handheld Unit Maintenance Agreement, but any such warranties are subject to the terms thereof and do not apply to the goods and services warranted in this Section.

1.8 Warranty Returns

For warranty returns of Honeywell manufactured products, Buyer will pay freight to Honeywell point of manufacture. Honeywell will provide all freight charges for return of repaired or replaced items from its factory. After expiration of the warranty period, Buyer is responsible for payment of any support or maintenance agreements for computer hardware and/or third party software used in the system.

1.9 Exceptions

In no event, shall Honeywell be responsible for gaining access to the goods, disassembly, reassembly or transportation of the goods or parts from or to the place of installation, all of which shall be at Buyer's risk and expense. Honeywell shall have no obligation hereunder with respect to any goods which (i) have been improperly repaired or altered; (ii) have been subjected to misuse, negligence or accident; (iii) have been damaged due to forces of nature; (iv) have been used in a manner contrary to Honeywell's instructions; or (v) are comprised of materials provided by or a design specified by Buyer.

Honeywell makes no system performance guarantees and offers no warranties as to the operation, function or performance of unapproved WAN solutions. Honeywell assumes no responsibility and offers no warranty for system components impacted by the use of unapproved WAN solutions. Use of unapproved WAN solutions nullifies all stated system performance guarantees.

The foregoing warranties are exclusive and in lieu of all other warranties of quality and performance, whether written, oral or implied, and all other warranties including any implied warranties of merchantability or fitness for a particular purpose, non-infringement or usage of trade are hereby disclaimed. The remedies stated herein constitute Buyer's exclusive remedies and Honeywell's entire liability for any breach of warranty. Notwithstanding the foregoing, goods and equipment manufactured by others and supplied by Honeywell, are warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer ("third party warranties"). For avoidance of doubt, third party

Software License Agreement (“SLA” - Exhibit 3)

SOFTWARE LICENSE

1. **Agreement.** The specific software for which you have contracted and licensed (the “**Software**”) will be identified in a print or electronic document identified as “proposal”, “order”, “agreement” or similar name (the “**Order Form**”). Order Forms identify each transaction’s contracting entities, pricing and related provisions and may reference or link to supplemental terms, agreements, or policies and references to Order Form includes such documents. The Order Form together with this software license (the “**Software License**”) form a single contract (the “**Agreement**”).
2. **Parties.** “Honeywell”, “we”, “us” or “our” means Honeywell International Inc. or Affiliate(s) who execute or assent to the Order Form. “You” or “your” means collectively the other entities executing or assenting to the Order Form. “Affiliate” means any entity that controls, is controlled by, or is under common control with, another entity. An entity “controls” another if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or managing authority or otherwise direct the affairs or management of the entity.
3. **License.** Subject to your payment of the fees set out in the Order Form, and strict compliance with the terms of this Agreement, we grant you a restricted, personal, limited, nontransferable, nonexclusive license, without right of sublicense, to use the Software, including any updates, upgrades, error corrections, changes or revisions to the same provided by Honeywell, and the related documentation for such Software (the “**Documentation**”), in each case solely for your internal business purposes and solely by the number of authorized users and in accordance with any limitation on scope or use in the Order Form (the “**Use Rights**”). You may not use or allow use of the Software for processing data of any person or entity other than you or your Affiliates except as agreed by us in writing. The Software license granted is effective on the date you first download, install or use the Software, and continues for the duration specified in the Order Form.
4. **Acceptable use.** You may not without our prior written consent: (a) copy (except for backup purposes), modify, sublicense, rent, lease, loan, timeshare, use in the operation of a service bureau, sell, distribute, disclose, publish, assign, grant a security interest in, encumber or transfer in any manner the Software or any license rights; (b) use the Software for other than for the Use Rights; (c) create derivative or merged works of the Software or separate the component parts of the Software; (d) input, upload, transmit or otherwise provide to or through the Software, any unlawful, injurious or malicious information, materials or code; (e) perform, publish or release any penetration or vulnerability assessments, benchmarks or other comparisons regarding the Software; (f) alter or remove any proprietary rights notices or legends on or in the Software; (g) use our trademarks, service mark, logos; (h) access or use or allow direct or indirect access or use of the Software for development, provision or use of a competing software service or product; (i) disclose any source code of which you become aware; or (j) disclose keys required to use the Software to any third party, except as explicitly provided for herein or circumvent any license management, security devices, access logs, or other software protection measures or modify, tamper with, reverse engineer, reverse compile or disassemble keys. Upon use of a new software key, you will not use the old key. You will not allow or enable a third party to engage in any of the foregoing. Any violation of the restrictions set forth in this Section shall constitute a breach of your Use Rights under this Agreement. There may be measures in the Software to prevent unlicensed or illegal use of the Software.
5. **Third-Party Use.** Except as stated in this License, you may not without our prior written consent, permit third parties to use the Software, except you may permit Affiliates and service providers (including data center or cloud providers) to access the Software solely for the purpose of providing services to you for your Use Rights and provided that you bind them to the Agreement and are responsible for their compliance with it, any breach by them and their acts and omissions.
6. **Support.** Unless agreed otherwise in writing, we do not provide any support, maintenance, installation or training. You may purchase ongoing software maintenance and support and related services from us for mutually agreed fees. You are responsible for selection of the Software and proper installation and use including verifying the results obtained from use and taking appropriate measures to prevent loss or theft of data. We are not responsible for any injury or damage to any persons or property resulting from the use by you of the Software. You will take precautions, establish procedures and post notices to ensure that persons and property are not harmed in the event of an error, malfunction or unexpected operation of the Software. We are not responsible or liable for any problems, unavailability, delay or security incidents arising from or related to: (i) conditions or events reasonably outside of our control; (ii) cyberattack; (iii) the public internet and communications networks; (iv) data, software, hardware, services, telecommunications, infrastructure or networking equipment not provided by us or acts or omissions of third parties you retain; (v) your and users negligence or failure to use the latest version or follow published documentation; (vi) modifications or alterations not made by us; (v) loss or corruption of data; (vi) unauthorized access via your credentials; or (vii) your failure to use commercially reasonable administrative, physical and technical safeguards to protect your systems or data or follow industry-standard security practices..
7. **3rd Party Licenses.** We may use open source software (“**OSS**”) and to the extent required by the licenses covering OSS, the terms of such licenses will apply to OSS in lieu of this Agreement. To the extent the licenses applicable to OSS: (i) prohibit any restriction with respect to such OSS, such restriction will not apply to such OSS; and (ii) require us to make an offer to provide source code or related information in connection with the OSS, such offer is hereby made. If required by our written contract with them, certain of our licensors are third party beneficiaries of the Agreement.
8. **Termination.** We may terminate immediately upon notice if you breach your obligations, including your Use Rights, engage in conduct that infringes our IPR or if you are insolvent, attempt to obtain protection from creditors or wind down operations. Upon termination or expiration you must immediately stop use of Software and return, destroy or delete, as directed by us, all copies of Software and associated keys and the license to the Software ends.

Software License Agreement Addendum 1: Supplemental Terms (Exhibit 4)

**HCE Software License Addendum 1: Supplemental Terms
(United States of America – English)**

Capitalized terms used in this Addendum and not otherwise defined shall have the meaning ascribed to such terms in the applicable agreements, between the Parties.

SUPPLEMENTAL TERMS RELATED TO CONNEXO SOFTWARE LICENSE AND FEES:

1. CONNEXO SYSTEM LICENSE FEE STRUCTURE

1.1 Connexo license fees are determined by the size of the deployment (number of endpoints) and the features selected. For Netsense the base license fee includes the cost of the software, firmware, middleware, database and other third-party application software built into the Connexo application. For Insight, FieldSense and Route Manager, the base license fee includes the cost of the software, middleware, and other third-party application software built into the Connexo application. Base license fees and incremental license fees are invoiced after completing Connexo installation and onsite training. If the total number of AMI / AMR devices increase beyond the limits of the assigned tier, Buyer must upgrade to a higher tier and corresponding upgrade, backup and test system fees apply. Honeywell will conduct quarterly audits to determine if additional license fees are due. Any additional fees due will be invoiced following the audit with payment due thirty (30) days from the date of invoice and as provided in the EULA. No credit will be given following quarterly audits reflecting fewer meters on the system.

1.2 Applicable to Netsense, Insight, Route Manager and FieldSense, the Connexo system configuration depends on the size, and needs of the Buyer and includes the Connexo software with support for the following AMI/AMR devices: (a) Connexo/EnergyAxis residential electric endpoints, (b) Connexo/EnergyAxis commercial and industrial electricity endpoints, (c) Connexo/EnergyAxis Gatekeepers or Routers and (d) Connexo/EnergyAxis repeaters.

1.3 Applicable to Netsense only, each system includes two instances; one for production and one which may be used for back-up or test. Additional backup and test systems are available at incremental license fees.

1.4 Applicable to Netsense, Insight, Route Manager and FieldSense, the system tiers are based on size of deployment, beginning from 5,000 endpoints up to millions of endpoints.

1.5 Applicable to Netsense, Insight, Route Manager and FieldSense, the volume packs may be added to system tiers to achieve the desired quantity of endpoints.

1.6 Applicable to Netsense only, each system includes a license for AxisDetect, a geospatial tool which provides the topology of the AMI network and graphical network management functions to client end-users. Associated license fees for Google Maps are also included.

1.7 Applicable to Netsense and Insight only, the license fee is for the current version of the Software only, and does not include upgrades of the Software for Major Releases (defined herein). Major Release is a software upgrade that includes a significant functional change and are identified by a change in the whole number of the Application version number (i.e., 2.0.0 to 3.0.0). Software upgrade fees may apply in accordance with the Software Maintenance Agreement between the parties.

2. ADDITIONAL/OPTIONAL LICENSE FEES

Optional licenses are available for Honeywell supported Network Devices (defined herein below). Fees are based on the endpoints associated with each optional license. A Network Device is an individual appliance, component or peripheral from which the Buyer collects and analyzes data using the Software.

2.1 Street Lighting Nodes (applicable to Netsense only)

2.2 Water Modules: The Water option includes a site license, and one instance and installation of Route Manager, the software required to install and configure EA_Water modules and create marriage files, and setup and maintain data collection routes (applicable to Netsense only). Additional instances of Route Manager may be installed at a fee.

2.3 Gas Modules: The Gas option includes a site license, and one instance and installation of Route Manager, the software required to install and configure EA Gas modules, and create marriage files, and setup and maintain collection routes. (applicable to Netsense only) Additional instances of Route Manager may be installed at a fee.

2.4 Third party meters (applicable to Netsense only)

2.5 Home Area Network (HAN) Devices (applicable to Netsense only)

2.6 Distribution Automation Devices. (applicable to Netsense only)

2.7 Wide Area Network (WAN) Enabled Meters. (applicable to Netsense only)

2.8 Applicable to Netsense, Insight, Route Manager and FieldSense, optional Features and Interfaces: Honeywell reserves the right to commercialize new features, endpoints and interfaces as optional add-ons to the base system features. Additional license fees may apply unless the feature or interface was part of the contractual scope jointly agreed between Honeywell and the Buyer.

2.9 System Expansion and Project Implementation Services: System expansions and project implementation services to deploy the Connexo system can be provided on time and material (T&M) basis, to be furnished upon request at the then-current rates.

2.10 Applicable to Netsense, VM Option: Honeywell provides, as a free of charge option, a pre-installed virtual machine image (VM) of the Connexo System for use in hosting the application in a VM environment. If the Buyer selects this option, the Buyer shall be responsible for any third party VM software, the support services of such hardware, or third-party hosting services fees

3. ORACLE LICENSE

Netsense, FieldSense and Insight (applicable to Insight only if the Buyer chooses the internal database option) may include source code that Oracle has provided as part of its standard programs. The terms of such licenses shall be governed by this Agreement.

4. LICENSED SOFTWARE APPLICATIONS:

Connexo Software Applications: (mark all those that apply)

Connexo Netsense: ____

Connexo Insight: ____

Connexo FieldSense: ____

Route Manager: ____

Honeywell Process Solutions- Smart Energy- Elster Solutions, LLC
Master Agreement
(United States of America – English)

Honeywell

Software Maintenance Agreement – Standard (Exhibit 5)

Honeywell Process Solutions – Smart Energy – Elster Solutions, LLC
HPS Software Maintenance Agreement – Standard
(United States of America – English)

Honeywell

Honeywell will provide system maintenance services ("System Maintenance Services" or "SMA") for the Software licensed to Buyer pursuant to that certain HCE Software License Agreement ("License") between the parties. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the applicable agreements between the parties.

1. DEFINITIONS

- 1.1 **"Error"** means either: (a) a material nonconformity to the then-current applicable specifications; or a defect which materially impairs use; or (b) a defect which materially impairs use.
- 1.2 **"Casual Consulting"** means telephone and email system support that does not require access to the production, test or backup system, and is limited to information readily accessible to tech support personnel, such as operation manuals and similar documentation including: (a) general support regarding proper utilization of the applicable Software (b) assistance with Buyer's user documentation and technical manuals provided with the Program, and (c) guidance on the Program's intended, normal use.
- 1.3 **"Firmware Functional Upgrades"** means a Firmware Functional Upgrade that includes significant functional changes. Firmware upgrades are typically identified by a change in the first number of the firmware version number (e.g., 2.0 to 3.0). Firmware Functional Upgrades may incur an upgrade fee and/or hardware change as determined by Honeywell.
- 1.4 **"Firmware Maintenance Updates"** means the Firmware Maintenance Updates that are primarily bug fixes. Minor functionality changes may also be included. Maintenance Updates are typically identified by a change in the second decimal of the firmware version number (e.g., 2.0 to 2.1).
- 1.5 **"Firmware Updates"** include gatekeeper and endpoint node updates (REX, A3 NIC, water module, gas module, etc.) for application firmware and/or radio firmware, and will be applied by Honeywell as required. Firmware Updates are categorized as Firmware Functional Upgrades and Firmware Maintenance Updates.
- 1.6 **"Maintenance Release"** is a Software Update that includes fixes for known issues or operational problems which cause the application not to perform as designed. Maintenance Upgrades are typically identified by a change in the second decimal of the Application version number (i.e., 2.2.0 to 2.2.0.0). Maintenance Upgrades are released as needed, typically 3 to 6 months apart.
- 1.7 **"Major Release"** is a software upgrade that includes significant functional changes. Major Releases are identified by a change in the whole number of the Application version number (i.e., 2.0.0 to 3.0.0). Software upgrade fees apply to Major Releases at a rate of up to twenty percent (20%) of Major Releases list price.
- 1.8 **"Minor Release"** means a Software Update that includes small functional changes. Minor releases are identified by a change in the first of the Application version number (i.e., 2.2.0.0 to 2.3.0.0) releases occur as needed to meet individual product market needs.
- 1.9 **"Patch"** means software patches that include fixes for a known issue or operational problem which cause the application not to perform as designed. Patches are identified by a change in the third decimal of the Application version number (i.e., 2.2.2.0 to 2.2.2.3). Patches are released as needed. Patches target only portions of the software files, and do not require a full software upgrade.
- 1.10 **"Route Manager Updates"** include one software update per year per instance of Route Manager. Support services include upgrade for one instance of Route Manager. If Honeywell is required to update multiple instances of Route Manager, additional service fees will apply.
- 1.11 **"Software Updates"** means the Major Releases, Minor Releases, Maintenance Releases and Patches included in the Support Services under this Agreement.
- 1.12 **"Technical Support"** means support that may require more experienced technical support personnel, system analysis, and access to the production, test or backup system including: (a) Technical assistance specific to the operation of the Program, (b) Diagnosis and troubleshooting (c) Attempted replication of errors reported by Buyer. Honeywell shall use commercially reasonable efforts to resolve replicated errors by providing: (1) a reasonable work-around; (2) a change to the Program code; or (3) an action plan for resolving the error., (d) Remote installation of the applicable Program and Software/Firmware Upgrades, and (e) Over the Air (OTA) upgrades of Connexo network devices, meters and nodes, or upgradeable devices.

2. SUPPORT SERVICES

- 2.1 Support Services shall consist of Software Updates, Route Manager Updates, Firmware Updates, including Firmware Functional Upgrades and Firmware Maintenance Updates, as defined herein in Section 1.
- 2.2 Software Updates include distribution of one (1) copy of any corresponding standard documentation updates on CD or DVD. Updates apply to the Software and modules originally licensed. Honeywell will specify any third party Software that Buyer is required to have for each Software Upgrade. To the extent Software Updates contain new third party Software, Buyer agrees to comply with all license terms associated with such software. Honeywell shall notify Buyer of new third Party Software when Software Updates are distributed, and Buyer's installation and use of Software Updates shall be deemed Buyer's acceptance of Third Party Software license terms, and Buyer's agreement to be bound by such license terms. To the extent Third Party Software license terms are inconsistent with the terms of the License, third Party Software license terms

shall control with respect to the third Party Software.

- 2.3 Support Services are available for the latest commercially released version of the Program (N), and for the previous commercially released version of the program (N-1) with limited support for N-2 versions and older. With each new release of the Program, the version purchased by the Buyer will age by (-1). Versions N and N-1 are fully supported. Version N-2 signifies the Program has reached end of life, and system support is limited to emergency recovery for Severity 1 issues. Honeywell will not provide security or functional updates for commercially released versions of N-2 and older. If Buyer continues to use an N-2 or older version of software, Buyer is responsible for taking measures to reduce the security risk, including but not limited to limiting network access and physical access to the system. N-2 systems are subject to standard SMA fees plus a 30% adder. Version N-3 and older signify the Program has reached end of life and system support is limited to emergency recovery for Severity 1 issues if possible. If recovery is not possible, Buyer must upgrade its Program to continue operation. N-3 and older systems are subject to standard SMA fees, plus a 30% adder, plus a per-call hourly support fee of \$500.
- 2.4 The goal of Support is to identify and remedy defects or malfunctions in the Software causing them to fail to perform in accordance with the agreed specifications and documentation ("Problems"). Honeywell may make new versions of the Software available containing material upgrades, updates, or enhancements or new features and functionality, as well as any interim combination of incremental or cumulative patches or fixes ("Updates") concurrently for all customers.

3. LEVELS OF SUPPORT

Honeywell offers the following levels of Support:

- 3.1 **9X5 Support-** Includes Casual Consulting and Technical Support Monday through Friday from 8:00 AM to 5:00 PM, per customer specific time zone, including US Eastern, US Central, US Mountain and US Pacific time zones as applicable except for Honeywell holidays.
- 3.2 **12X7 Support-** Includes Casual Consulting and Technical Support seven days a week from 8:00 AM to 8:00 PM US Eastern, including Honeywell holidays. Alternate hours are available for an additional fee.
- 3.3 **24X7 Support-** Includes Casual Consulting and Technical Support from 8:00 AM to 8:00 PM US Eastern and technical support 8:00 PM – 8:00 AM US Eastern, including Honeywell holidays.
- 3.4 **Emergency On-Site Support-** Available for a Severity 1 issues, as defined in Section 4, that occur outside of contracted support hours for customers on 9x5 or 12x7 support plans. Emergency support excludes upgrades and other requests made solely for the business convenience of the Buyer. Emergency on call support is available 7 days a week, including Honeywell holidays. Emergency calls are directed to a Honeywell support representative. If the support representative is unavailable to accept the call, callers will be directed to voice mail, and Honeywell's support representative will return the call within one (1) hour of receipt. Returned calls will be charged per fees described in Section 8.2 herein for Emergency On-Call Support.
- 3.5 Alternate hours are available for an additional fee. Unanticipated office closures due to conditions of force majeure or other unforeseen events that affect Honeywell's availability schedule will be communicated to the Buyer as soon as reasonably possible. Alternate hours are available for an additional fee Buyer's Selected Support.
- 3.6 **Buyer's Selected Support Level:** [Enter support level listed in Pricing]

4. SEVERITY OF BUYER CASES AND RESOLUTION TIMES

4.1 Severity

Honeywell will assign to each Problem properly reported (a "Reported Problem") a tracking ID and will prioritize, manage and respond to it based upon severity as described below.

Level	Definition
Severity 1	The entire Software system is unusable, operational use has been suspended, and no workarounds have yet been identified.
Severity 2	The Software system is usable, however, a serious problem exists that is repeatedly adversely impacting usage without an acceptable workaround
Severity 3	The Software system has a problem that does not have a significant impact on the function or business process. An alternative solution or acceptable workaround exists.
Severity 4	Product feature inquiry or minor problem that has minimal or no impact to operations.

4.3

- 4.4 **Response.** Measurement of response time begins when we log a Reported Problem. Problems received outside Support Hours may be answered by an answering service and we may log them at the beginning of the next business day. We provide limited coverage outside of Support Hours but will work towards resolution of Severity 1 cases to the extent resources are available. For Severity 1 & Severity 2 issues, you must initiate a

FieldSense Agreement (Exhibit 6)
Honeywell Process Solutions- Elster Solutions, LLC
FieldSense Agreement
(United States of America – English)



This FieldSense Agreement is governed by the HPS Sales Terms and Conditions, by and between Buyer and Honeywell, as well as the MeterSense License Agreement defined herein. In the event of any conflict between this FieldSense Agreement, the HPS Sales Terms and Conditions and any other Addenda, the terms and conditions of this FieldSense Agreement shall prevail with respect to the subject matter hereof. Capitalized terms used in this FieldSense Agreement and not otherwise defined have the meanings given to them in the respective Agreement or Addenda.

1. PURPOSE

This Agreement establishes a commitment between Honeywell and Buyer for the provision and system support for a FieldSense offering where Honeywell provides software and support needed to run the FieldSense system. This Agreement clarifies the responsibilities of each Party and the support and maintenance provided with the FieldSense system.

2. DEFINITIONS

- 2.1 **"Casual Consulting"** means telephone and email system support that does not require access to the production, test or backup system, and is limited to information readily accessible to tech support personnel, such as operation manuals and similar documentation including: (a) General support regarding proper utilization of the applicable Software; (b) Assistance with Honeywell's user documentation and technical manuals provided with the Program, and (c) Guidance on the Program's intended, normal use.
- 2.2 **"Error"** shall mean either: (a) a material nonconformity to the then-current applicable specifications; or (b) a defect which materially impairs use.
- 2.3 **"Maintenance Release"** is a Software Update that includes fixes for known issues or operational problems which cause the application not to perform as designed. Maintenance Upgrades are typically identified by a change in the second decimal of the Application version number (i.e., 2.2.2.0 to 2.2.3.0). Maintenance Upgrades are released as needed, typically 3 to 6 months apart.
- 2.4 **"Major Release"** – is a Software Upgrade that includes significant functional changes. Major Releases are identified by a change in the whole number of the Application version number (i.e., 2.0.0.0 to 3.0.0.0).
- 2.5 **"MeterSense Software"** means the Metercat software that is part of Connexo FieldSense and is being licensed to Buyer for Buyer's use pursuant to the terms and conditions of the Metersense License Agreement.
- 2.6 **"MeterSense License Agreement"** means the end-user license agreement for MeterSense Software that the Buyer is required to accept for any use, connection to, and/or access to the FieldSense system. The Buyer accepts by the MeterSense Software by clicking the "I ACCEPT" button or installing or using the MeterSense Software.
- 2.7 **"Minor Release"** – is a Software Update that includes small functional changes. Minor releases are identified by a change in the first decimal of the Application version number (i.e., 2.2.0.0 to 2.3.0.0). Minor releases occur as needed to meet individual product market needs.
- 2.8 **"Patch"** is a Software Patches include fixes for a known issue or operational problem which cause the application not to perform as designed. Patches are identified by a change in the third decimal of the Application version number (i.e., 2.2.2.2 to 2.2.2.3). Patches are released as needed. Patches target only portions of the software files, and do not require a full software upgrade.
- 2.9 **"Technical Support"** means support that may require more experienced technical support personnel, system analysis, and access to the production, test or backup system including: (a) Technical assistance specific to the operation of the FieldSense system; (b) Diagnosis and troubleshooting; (c) Attempted replication of Errors reported by Buyer. Honeywell shall use commercially reasonable efforts to resolve replicated errors by providing: (1) a reasonable work-around; (2) a change to the Program code; or (3) an action plan for resolving the error and (d) Remote installation of the applicable Software.
- 2.10 **"Software Updates"** means the Major Releases, Minor Releases, Maintenance Releases and Patches included in the FieldSense Support Services under this Agreement. Software Updates include either by remote or hard-copy distribution of one (1) copy of any corresponding standard documentation updates on CD or DVD.

3. FIELDSENSE SUPPORT SERVICES

For the term of the FieldSense Agreement, Honeywell will provide to Buyer, Casual Consulting and Technical Support for the FieldSense system, this includes Software Updates, Patches, Minor Releases, Major Releases and Maintenance Releases of the MeterSense Software.

FieldSense Support Services are available for the latest commercially released version of the MeterSense Software (N), and for the previous commercially released version of the Software (N-1). With each new release of the Software, the version purchased by Buyer will age by (-1). Versions N and N-1 are fully supported. Version N-2 signifies the MeterSense Software has reached end of life, and system support will be limited to Severity 1 issues defined herein below while allowing Buyer time to complete Software upgrades. Version N-3 signifies the MeterSense Software has reached end of life support, and thus no longer supported by Honeywell. Honeywell has no liability, and Buyer agrees to indemnify Honeywell for claims related to Buyer's failure to install updates, upgrades, error corrections, changes, or revisions provided by Honeywell. Buyer must upgrade its Software to continue system support. The Parties may amend this FieldSense Agreement to add additional modules licensed by Buyer, subject to additional Fees and terms. Honeywell reserves the right to commercialize uniquely new

features, endpoints and interfaces as optional add-ons to its base system features. Additional system maintenance fees may apply unless the feature or interface is part of a contractual scope jointly agreed to by the Parties. Support and maintenance of third-party software, such as the computer operating system, must be obtained from the supplier and is the responsibility of Buyer. Honeywell will provide support for embedded software within the Connexo FieldSense Software, subject to third-Party support terms to which Honeywell is a party.

4. TERM AND RENEWAL OF THIS AGREEMENT

The term of this FieldSense Agreement shall commence upon the installation, downloading, access or other use of the Metersense Software and shall continue for successive one year periods, which shall automatically renew (each year a "Renewal Term") under the same terms and conditions set forth herein without further documentation being required, subject to Honeywell's rights of revision as described below, and unless and until either Party terminates this FieldSense Agreement in accordance with the terms stated herein (the "Term").

5. FIELDSENSE HARDWARE/ TOOLS

- 5.1 The Honeywell CT-60 Handheld and the Bluetooth Optical Probe are optional, and warranted in accordance with the Warranty terms in the HPS Sales Terms and Conditions.
- 5.2 The Belt Clip Radio is required for EA Inspector and EA Installer deployments, and is warranted in accordance with the Warranty terms in the HPS Sales Terms and Conditions.

6. THIRD PARTY SOFTWARE

Honeywell will specify any third Party Software that Buyer is required to have for each Software Upgrade. To the extent Software Updates contain new third party Software, Buyer agrees to comply with all license terms associated with such software. Honeywell shall notify Buyer of new third party Software when Software Updates are distributed, and Buyer's installation and use of Software Updates shall be deemed Buyer's acceptance of third party Software license terms, and Buyer's agreement to be bound by such license terms. To the extent third party Software license terms are inconsistent with the terms of the Metersense License Agreement, third party software license terms shall control with respect to the third party software.

7. LEVELS OF SUPPORT

7.1 Honeywell offers the following levels of Support:

7.1.1 9 x 5 Support

Includes Casual Consulting and Technical Support Monday through Friday from 8:00 AM to 5:00 PM, per customer specific time zone, including US Eastern, US Central, US Mountain and US Pacific time zones as applicable except for Honeywell holidays.

7.1.2 12 x 7 Support

Includes Casual Consulting and Technical Support seven days a week from 8:00 AM to 8:00 PM US Eastern, including Honeywell holidays. Alternate hours are available for an additional fee.

7.1.3 24 x 7 Support

Includes Casual Consulting and Technical Support from 8:00 AM to 8:00 PM US Eastern and technical support 8:00 PM – 8:00 AM US Eastern, including Honeywell holidays.

7.2 Alternate hours are available for an additional fee. Unanticipated office closures due to conditions of force majeure or other unforeseen events that affect the Honeywell's availability schedule will be communicated to the Buyer as soon as reasonably possible.

7.3 **Buyer's Selected Support Level:** [Enter support level listed in Pricing]

7.4 To change support levels, Buyer must request such change in writing no later 90 days prior to the expiration of the then-current term. Honeywell will approve or reject the request in writing no later than 30 days prior to expiration of the then current term. If approved, Honeywell will invoice Buyer for the new level of support, payable within 30 days of the expiration of the then current-term, and all approved changes will be effective as of the effective date of the renewal term. Any change in support levels will be added as an amendment to the Selected Support Level table and to Pricing Schedule.

8. SEVERITY OF BUYER CASES AND RESOLUTION TIMES

8.1 Severity 1 Issues: means the system is not functioning, unavailable, or unusable, or billing data is lost. Defects are critical in nature, do not allow the system to fully operate or impact data integrity, do not have workarounds and demand immediate action. Data integrity is defined as 10% or more of the actively communicating meters not read or processed. Examples include: Connexo hangs; Can't login to GUI; Billing schedule fails to run or meter read success rate is unacceptable (below 90%), and WAN is properly functioning; Integration application fails (if provided by Buyer); Database needs to be recovered from a backup copy (system fail over). In addition to opening a case, the Buyer shall report Severity 1 issues via the Connexo support line (866-554-9007) using the Buyer specific PIN. Response time on Severity 1 Issues provides that Honeywell will acknowledge the customer call reporting such problems by phone or email within one

Personalized Pricing information (Exhibit 7)

Date: DEC 11 2020

Purchase Order

To

Elster Solutions Canada Inc
PO Box 15679
Station A
Toronto ON M5W 1C1
Canada

Ship To

Town of Fort Frances
Public Works Dept.
960 Wright Ave N.
Fort Frances, ON
P9A 3J9

Order #	Delivery Via	Routing
PO CM2020-01		

Please Ship the Following Items as Specified

Item	Quantity Ordered	Description	Unit Count	Unit Price	Total Amount
1.	1ea.	RF Boltz Clip Interface Module	1	\$1611.21	
2.	1ea.	Connexo FieldSense Server	1	\$2531.25	2531.25
3.	-	Training - 2days	-	\$2475.00	2475.00
4.	1ea.	Standalone Metercat - no cost	1	-	-
5.	1ea	CT-60 Startup Bundle	1	4675.00	4675.00
Total					9681.25

Special Instructions

Purchaser Signature