

**DEPARTMENT OF PUBLIC UTILITIES  
FISCAL – OPERATING SECTION  
REQUEST FOR MANIFESTLY IMPRACTICAL TO BID**

Date Submitted to Fiscal: 5/13/2026 Person Requesting: Adam Marque

Project/Bid Title: Columbus Water & Power - Echoshore-DX Pilot

Vendor/Vendor #: Mueller Water Products Inc, DBA Echologics LLC/ 043240

Amount: \$74,500

Quote Attached: X

Justification for Manifestly Impractical to Bid:

Water Distribution Engineering is seeking a cost-effective and cost-competitive technology for leak detection in the water network (mains and service lines). This pilot will help to validate the effectiveness of the Echologics EchoShore-DX leak monitoring system to identify and isolate leaks in the water distribution system.

Dax String(s): 60-6009-03-63040-6000-000000-du004-600910

Description: A pilot project of the Ecologics Echoshore-DX leak detection equipment.

Notes & Other Information:

Please see the attached document from the vendor regarding this company being the sole source for the product.

Supervisor Signature & Date: Joe Corn 5-13-26

Administrator Signature & Date: JLW 5-14-26

\*Please email completed form with quote attached to Mel Slusher and copy your MAII, and Fiscal Purchasing (Suzy Popp, Dan Redmond, Pam Davis, Sue Burke) for approval





Echologics Headquarters  
21 Randolph Ave, Suite 301,  
Toronto, ON, M6P 4G4

phone: 416 534 5893

May 4, 2026

Adam Marque

Columbus Water and Power

Re: EchoShore®-DX Permanent Distribution Pipe Leak Monitoring System for Columbus Water and Power

Dear Adam,

Echologics, LLC (Echologics), is the sole designer and supplier of the EchoShore®-DX managed leak monitoring system for distribution networks, inclusive of fire hydrant-based sensors (EchoShore®-DX), valve-based sensors (EchoShore®-DXe) and a managed monitoring service. EchoShore® is a leak monitoring system that pairs best in class hardware with artificial intelligence, analytics, and expert support to identify emerging leaks in water pipe networks. The technology allows leak detection investigations to occur without the need for continual presence of on-site staff, modifications to water system appurtenances or operating procedures. By providing data-rich information and a complete view of the water network, EchoShore delivers actionable leak alerts. The EchoShore solution prevents or minimizes the damage from catastrophic leaks in critical areas and supports non-revenue water excellence.

The EchoShore®-DX system employs the following patents:

- USP 9,291,520: Fire hydrant leak detector
- USP 9,939,344: Detecting leaks in a fluid distribution system

The key differentiators and features of the EchoShore®-DX leak monitoring system are as follows:

1. **Hardware:** The EchoShore®-DX system offers two options for installation on distribution networks that are compatible with each other. Both devices are supported by reliable LTE-M communication, providing data-rich information to locate and prioritize leaks.
  - The EchoShore-DX leak detection sensor is connected to the water distribution system above ground, enclosed in a fire hydrant cap, allowing you to place sensors where you need them. The EchoShore-DX fire hydrant cap is customized to match a utilities' design and color scheme. This means there is no operational impact for utility staff or the fire department. Also, the fire hydrant cap is virtually inconspicuous

to avoid tampering.

- The EchoShore-DXe leak detection sensor is connected to below ground fittings, such as valves to extend the coverage within the network, adding flexibility to deployment.
2. **Early Leak Identification:** EchoShore detects, locates and monitors for existing and new leaks, as they form on the network. The unique nature of the signal processing enables early detection and intervention resulting in reduced water loss, less damage from leak impacts, increased resilience in your water network and mitigated risk of catastrophic failure. There is significant evidence that finding leaks earlier will result in fewer bursts, reduced costs and improved customer service.
  3. **Managed Monitoring Service:** The following components are included in the EchoShore managed monitoring service for distribution pipes: multi-user licensing and access to the Sentryx™ user interface; data hosting in a secure cloud based system; access to the Sentryx mobile application for node management and alert investigation in the field; all cellular data fees for node communication; automated daily processing of the uploaded data using advanced algorithms (including AI & ML); expert analyst review of alerts for reporting including all backend proprietary analysis tools; remote support from expert analysts.
  4. **System Performance:** The acoustic sensitivity and precision of the system combined with advanced signal processing algorithms minimize “false positives”.
    - With a  $\geq 70\%$  precision rate, representing the quality of the alert reporting, the EchoShore-DX system is identifying leaks and avoiding numerous false alerts.
    - With a  $\sim 98\%$  sensitivity rate, representing how well the system is able to find leaks that exist in the network, avoiding missed leaks.
    - With a  $\sim 98\%$  accuracy rate, representing the samples classified correctly, the efficiency of the utility is significantly increased as they are spending time on high likelihood alerts.
  5. **Advanced Analytics:** The managed monitoring service utilizes machine learning to provide additional classification features to the EchoShore-DX and DXe alerts, including a leak score and predicted leak sizing.
  6. **Leak Detection Experience:** Echologics, provides
    - Two decades of leak detection experience
    - One decade of fixed leak detection experience
    - Managed monitoring experience applied on an existing fleet of >40,000 permanent distribution main leak detection devices in North America.
  7. **Mueller Reputation:** Echologics LLC is a wholly owned subsidiary of Mueller Water Products, a publicly traded company (NYSE: MWA) with a current market cap of over \$3 billion USD. The EchoShore-DX system represents a continuation of Mueller’s ongoing commitment to long-lasting quality products.

We thank you for your interest in partnering with Echologics for fixed leak monitoring. We look forward to moving forward with the deployment of this technology. If you have any questions, please feel free to contact me directly.

Regards,



Laura Sproule, Product Manager

[LSproule@muellerwp.com](mailto:LSproule@muellerwp.com)





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# COLUMBUS WATER & POWER - ECHOSHORE-DX PILOT

## Quote

Prepared for: Adam Marque

Prepared by: Laura Dority

Echologics, LLC

Proposal Number: 42226003

Date 4/16/2026

## 1. INVESTMENT INFORMATION

Table 1 outlines the investment information for a 90-day pilot. Upon completion of the pilot, if the Columbus would like to purchase the nodes, the buyout price is included. If Columbus does not wish to keep the nodes, they will be returned to Echologics.

Table 1 - Investment Information for 90-day Pilot with Post-Pilot Buyout Option

<b>EchoShore®-DX Leak Monitoring System - 90-day pilot</b>				
<b>Item Description</b>	<b>Price</b>	<b>Unit</b>	<b>Quantity</b>	<b>Total</b>
EchoShore®-DX System Demo with 50 DX sensors pilot - 3 months (90 days) – includes hardware, system design, installation and managed monitoring services	\$ 32,136.00	Lump Sum	1	\$ 32,136.00
<b>Pilot Total</b>				<b>\$ 32,136.00</b>
<b>EchoShore®-DX and i20 Pressure Monitoring Pilot Buyout</b>				
EchoShore®-DX Sensors – includes hardware, system design and installation	\$ 1,351.00	Per Node	50	\$ 67,550.00
EchoShore®-DX Leak Monitoring Fee	\$ 139.00	Per Node Per Year	50	\$ 6,950.00
<b>Subtotal</b>				<b>\$ 74,500.00</b>
<b>Less Pilot Price</b>				<b>\$ (32,136.00)</b>
<b>System Buyout + 1 Year of Monitoring</b>				<b>\$ 42,364.00</b>

The pricing is in USD and valid through 05/31/26. Prices do not include any applicable taxes. Product prices are ExWorks Echologics. Should any civil works or traffic control be required for installation, this would be the responsibility of Columbus.

## 2. SCOPE OF WORK AND SUPPLY

This section sets out what will be supplied by Echologics and Columbus Water and Power for the EchoShore®-DX leak monitoring system upgrade:

### ECHOLOGICS: SCOPE OF SUPPLY

Item	Description	Qty
Leak Monitoring System Design	Site Specific leak monitoring system designed based on utility GIS pipe network, and monitoring objectives. <b>This design is based on a provided target area of non-plastic pipes and will need to be reviewed prior to contract activation.</b>	Lot
EchoShore-DX Fire Hydrant Cap Sensor	EchoShore-DX leak detection sensor integrated into fire hydrant pumper nozzle cap. Pumper nozzle cap designed to be specified by the utility for size, thread type, color, and pent-nut type.  Includes data logger, cellular communication module, leak sensor, configured metal pumper nozzle housing.  On Site Installation Included.	50
Sentryx Leak Monitoring Platform	Cloud-based & Licensed portal access to visualize leak alerts for duration of monitoring investment.	Lot
Project Management	System installation, commissioning, and start-up	Lot
System Training	Remote Training with Echologics Project Manager	1
Project Reviews	Meeting with Echologics project manager to review system performance, reporting protocols and system feature updates.	Annual [WebEx]
Leak Monitoring	Leak monitoring analysis services for EchoShore sensors. Both DX fire hydrant cap and DXe sensors are treated similarly from a monitoring perspective. Leak Alerts are delivered through the Sentryx leak monitoring user interface.	As Ordered

### COLUMBUS WATER AND POWER: SCOPE OF SUPPLY

Columbus will provide Echologics with the desired area to be monitored along with support to install the system sensors. Columbus will need to undertake any required preparations of the access points to enable installation of the monitoring system.

Item	Description	Quantity
<b>Relevant pipe information (GIS layers)</b>	<p>Supply of relevant GIS pipe information for the entire water network with the area targeted for leak monitoring identified.</p> <p>The following attribute layers are required for the water network:</p> <ul style="list-style-type: none"> <li>- Water Mains, including material and size</li> <li>- Laterals</li> <li>- Hydrants</li> <li>- Valves</li> </ul> <p>The following attribute layers are requested for the entire water network:</p> <ul style="list-style-type: none"> <li>- Past break history</li> <li>- Other incident datasets (pressure event/customer complaint)</li> </ul> <p>These datasets are used to increase leak detection accuracy &amp; predictive network capabilities.</p>	<p>Lot</p>
<b>Sensor Placement Review</b>	<p>Approve locations selected by Echologics for EchoShore-DX sensors based on local knowledge.</p>	<p>Lot</p>
<b>Site Survey</b>	<p>Survey sensor installation locations to ensure that fire hydrant types are consistent and underground appurtenances identified on the GIS maps provided exist.</p>	<p>Lot</p>
<b>Installation Support</b>	<p>Support leak monitoring sensor installation with activities including but not limited to:</p> <p>Permitting for access to water appurtancnes by installation crews</p> <p>Arranging traffic control as needed to enable system sensor installations.</p> <p>Completing any enabling work to allow for sensor installation. For example uncovering and cleaning valves, repairing leaking hydrants, or other state of good repair items.</p>	<p>Lot</p>
<b>Commissioning Support</b>	<p>Flow hydrants to support commissioning and testing of the EchoShore-DX system.</p>	<p>Lot</p>
<b>Point of Contact</b>	<p>Identify one person as a primary user to provide a single channel of communication between the Utility and Echologics.</p>	<p>Lot</p>
<b>Repair and Maintenance</b>	<p>Take appropriate action when leaks are identified by Echologics' data analysis team to confirm location in field and schedule leak repair. Notify Echologics of leak repair and/or results of field investigations.</p>	<p>Lot</p>



**MASTER SERVICES AGREEMENT FOR PROPOSAL #42226003**

This Service Agreement ("Agreement") is entered into by and between Echologics, LLC ("Seller"), having its principal place of business at 1200 Abernathy Rd, Suite 1200, Atlanta, GA, 30328, USA and \_\_\_\_\_, a \_\_\_\_\_ formed under the laws of \_\_\_\_\_ ("Customer") having its principal place of business at \_\_\_\_\_, and is entered into as of the date of last signature below (the "Effective Date").

This Agreement consists of (i) this signature page, (ii) the Service Agreement Terms and Conditions (including all Exhibits) and (iii) the Services and Services Descriptions Customer has elected to purchase in Attachment A, which are incorporated in this Agreement by this reference.

The parties have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below are on the date of signature authorized to execute this Agreement.

_____	Echologics, LLC
(Customer)	(Seller)
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title
_____	_____
Date	Date

## MASTER SERVICES AGREEMENT - TERMS AND CONDITIONS

**1. Definitions are those set out in the Glossary of Terms at the end of the Agreement.**

**2. Scope.**

This Agreement describes the terms and conditions for (i) purchases by Customer of Services and delivery by Echo of the Services and (ii) purchases of Equipment. This Agreement will govern all sales of Echo's products, including products, equipment, and parts manufactured or sold by Echo (together, "Products") to Customer (this "Order"). This agreement supersedes and rejects and prior written or oral agreement understanding, representation or promise, and any pre-printed or standard terms and conditions contained in Customer's request for quote, purchase order, invoice, order acknowledgement or similar document. This Agreement may not be amended, supplemented, changed or modified except by concurrent or subsequent written agreement, signed by an authorized representative of Echo and Customer. Echo's acknowledgement of Customer's purchase order will not constitute acceptance of any terms and conditions contained therein, regardless of how such terms and conditions may be prefaced or described.

**3. Equipment Costs and Software License Fees.**

Customer shall pay Echo the amounts specified in Exhibit B ("Purchase Fees"). All Purchase Fees payable by Customer to Echo hereunder shall be paid to Echo at the address specified in Exhibit C, or at such other place as Echo may designate in writing to Customer from time to time. For the avoidance of doubt, all Software is being licensed and not sold to Customer. The terms and conditions specified in this Agreement shall apply to the sale of the Equipment. All prices are F.O.B. Point-of-Shipment, unless otherwise stated.

**4. Service Fees.**

Customer shall pay Echo the amounts set forth in Exhibit B. Echo is not responsible for, payment of any tax levied for sales, use, excise, value-added, goods and services, business (franchise or privilege) or any duties, charges or other such taxes. All stated amounts are exclusive of any freight, handling and shipping insurance charges, taxes, fees and duties or other amounts. Any taxes related to Services purchased pursuant to this Agreement shall be paid by Customer or Customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent possible.

**5. Shipments.**

The cost of any special packing or special handling caused by Customer's requirements or requests will be added to the price of the Order. No claim for shortages will be allowed, unless made in writing within 10 days of receipt of shipment.

**6. Delivery.**

Echo will use its commercially reasonable efforts to complete shipment as indicated. In the event Customer requests a delay or suspension in completion and/or shipment of Products or any part thereof for any reason, the parties will agree upon any cost and/or scheduling impact of such delay and allocate such costs to Customer's account. Any delay beyond 30 days after original scheduled shipment date will require Customer to take title and risk of loss of such Products and make arrangements for storage. Echo's invoice will be issued upon Echo's readiness to ship Products. Echo will select the method of shipment and the carrier to be used to deliver Products, unless otherwise agreed. Unless otherwise agreed, shipment will be FCA (Incoterms 2000) Echo's designated shipping point Failure to deliver by the specified date will not be a sufficient cause for cancellation.

**7. Installation and Set-up Fees.**

Installation and set-up fees related to the Equipment and Software shall be as specified in the applicable invoice, purchase order, statement of work or other order form executed by the parties.

**8. Payment.**

Unless otherwise agreed upon in writing by the parties hereto, payment terms shall be net thirty (30) days from the date of invoice. All payments shall be made in United States currency. Any sum not paid by Customer when due shall bear interest from the due date until paid at a rate of (i) twelve (12) per cent per annum or (ii) the maximum rate permitted by law, whichever is less.

**9. Set-Off.**

All amounts that Customer owes Echo under an Order will be due and payable according to the terms of the Order. Customer may not set-off such amounts or any portion thereof, whether or not liquidated, against sums that Customer asserts are due it or any of its affiliates under other transactions with Echo or any of its affiliates

**10. Invoicing.**

Fees for Services, Software and Equipment shall be invoiced in advance of delivery of Services and in accordance with the Equipment and Software schedule in Exhibit B.

**11. Term and Termination.**

(a) The term of this Agreement shall commence on the Effective Date and shall continue for a period of up to XX (XX) months. Such term will be renewed automatically for successive one (1) year terms unless either party notifies the other of its intent to terminate at least sixty (60) days prior to the expiration of the then current term.

(b) This Agreement may be terminated immediately by either party upon written notice:

(i) if the other party breaches any of the material provisions of this Agreement and the breach is not capable of being cured or after providing thirty (30) days written notice to the breaching party if the breaching party fails to cure such breach within such period.

(ii) if the other party: (i) ceases to carry on business as a going concern; or (ii) becomes or may become the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation; or (iii) a receiver or similar officer is appointed with respect to the whole or a substantial part of its assets; or (iv) an event similar to any of the foregoing occurs under applicable law.

(iii) either party assigns (by operation of law or otherwise, including merger) or transfers any of the rights or responsibilities granted under this Agreement without the prior written consent of the other party, or in the event of a sale of all or substantially all of such party's assets, or transfer of a controlling interest in such party to an unaffiliated third party. Notwithstanding the above, Echo shall be authorized to transfer or assign any of its rights or responsibilities to an Affiliate of Echo without the consent of Customer.

(c) if Services fees are not paid when due and payment has not been received within thirty (30) days after notice from Echo of such past due payment, Echo may withhold the provision of Services until all amounts past due are paid in full, and/or terminate immediately this Agreement.

(d) all licenses related to the Equipment and Software shall terminate immediately upon termination of the Agreement.

(e) unless otherwise agreed upon in writing, upon expiration or termination of this Agreement, Customer shall, at Customer's cost, return, or arrange to have returned, the Equipment and Software to Echo no later than sixty (60) days after expiration or termination of this Agreement in good repair, condition and working order, ordinary wear and tear excepted.

(f) upon termination of the Agreement, Customer shall pay Echo for all work performed hereunder up to the effective date of termination.

**12. Changes.**

Customer may request modifications as to the amount, scope and/or nature of Products to be supplied by a written change request. If, in the opinion of Echo, any modification will affect the agreed fixed price and/or time of delivery, Echo will notify Customer thereof in writing and will not be obligated to perform any modification unless agreed to by Echo. Customer will confirm that such change is authorized and accepted by issuing an Order revision.

**13. Confidentiality.**

Customer and Echo agree that in connection with this Agreement and their relationship, they may obtain Confidential Information. The receiving party shall at all times keep in trust and confidence all such Confidential Information, and shall not use such Confidential Information other than as expressly authorized by the disclosing party under this Agreement, nor shall the receiving party disclose any such Confidential Information to third parties without the receiving party's written consent. Notwithstanding the above, Echo shall be authorized to disclose Customer's Confidential Information to contractors or employees of Echo who have a business need to have access to such information. Customer shall immediately return to Echo all Confidential Information (including copies thereof) in the Customer's possession, custody, or control upon termination or

expiration at any time and for any reason of this Agreement. The obligations of confidentiality shall not apply to information which (a) has entered the public domain, except where such entry is the result of the receiving party's breach of this Agreement; (b) prior to disclosure hereunder was already rightfully in the receiving party's possession; or (c) subsequent to disclosure hereunder is obtained by the receiving party on a non-confidential basis from a third party who has the right to disclose such information to the receiving party. The receiving party will be authorized to disclose Confidential Information pursuant to a valid order issued by a court or government agency, provided that the receiving party provides (i) prior written notice to the disclosing party of such obligation and (ii) the opportunity to oppose such disclosure. This Agreement shall terminate five (5) years from the date of expiration or termination of this Agreement. Notwithstanding the foregoing, all Confidential Information that is also a "trade secret", as defined under applicable law, shall not be disclosed by either party for so long as such Confidential Information shall remain a trade secret.

Customer shall not disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of Echo. Any press release or publication regarding this Agreement is subject to prior review and written approval of us.

#### **14. Service Warranty.**

ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, SELLER HEREBY DISCLAIMS AND CUSTOMER WAIVES ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES (WHETHER EXPRESS, IMPLIED, OR STATUTORY), INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR CONDITION (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, SATISFACTORY QUALITY, QUIET ENJOYMENT, ACCURACY OR (B) ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE INDUSTRY. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE DISCLAIMED, SUCH WARRANTY IS LIMITED IN DURATION TO THE APPLICABLE EXPRESS WARRANTY PERIOD. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE, AT SELLER'S OPTION, RE-PERFORMANCE OF THE SERVICES OR TERMINATION OF THIS AGREEMENT AND RETURN OF THE PORTION OF THE SERVICE FEES PAID TO SELLER BY CUSTOMER FOR SUCH NON-CONFORMING SERVICES.

**Equipment and Software Warranty.** We warrant that on the date of shipment and for a period of 12 months thereafter (the "Warranty Period"), the Equipment and Software when properly installed and operated, will perform in accordance with the specifications contained in the user documentation and will be free of any material defects in workmanship and material. Equipment and Software may be manufactured using some refurbished components or may have been used internally for reliability or performance testing. Spare parts may be refurbished. In the event that the Equipment and Software do not operate as specified above during the Warranty Period, Customer must notify Echo in writing prior to the expiration of the Warranty Period in order to avail of the remedies contained in this section. Upon receipt of such notification, Echo may repair or replace the Equipment and Software at no additional cost to Customer. However, any and all costs associated with uninstalling and shipping defective Software and installing replacement Software will be the responsibility of Customer. Customer agrees to furnish Provider reasonable access to such Software. If Echo cannot repair the Equipment and Software or replace it with working Equipment and Software, then Echo will refund to Customer any amounts paid by Customer for the Equipment and Software in question. This section contains Customer's entire rights and Echo's liability in the event the warranty contained in this section is not fulfilled. EXCEPT AS OTHERWISE STATED HEREIN, CUSTOMER ACKNOWLEDGES THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE PHYSICAL AND MECHANICAL CONDITION, SUITABILITY, DURABILITY, MERCHANTABILITY OR FITNESS OF THE EQUIPMENT AND SOFTWARE FOR ANY PURPOSE, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR INTENDED PURPOSE OR THAT THE EQUIPMENT AND SOFTWARE OR DOCUMENTATION WILL MEET CUSTOMER'S NEEDS OR WILL BE AVAILABLE FOR USE AT ANY PARTICULAR TIME OR WILL BE ERROR FREE

#### **15. Limitation of Liability, Consequential Damages Waiver, and Indemnification.**

THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND THE TOTAL LIABILITY OF SELLER, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS COLLECTIVELY, WITH RESPECT TO THIS AGREEMENT OR ANY BREACH THEREOF, WHETHER BASED ON CONTRACT WARRANTY, TORT, INDEMNITY, STRICT LIABILITY OR OTHERWISE HOWSOEVER ARISING SHALL BE LIMITED TO THE GREATER OF (I) THE MONEY PAID TO SELLER UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES FIRST GIVING RISE TO SUCH LIABILITY OR (II) ONE HUNDRED THOUSAND (\$100,000) US DOLLARS. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER-INCIDENT.

In all cases where Customer claims damages allegedly arising out of defective or nonconforming Products, Echo's exclusive remedies and Echo's sole liability will be those specifically provided for under the Warranty Section. IN NO EVENT, WHETHER ARISING BEFORE OR AFTER COMPLETION OF ITS OBLIGATIONS UNDER THE CONTRACT, WILL SELLER BE LIABLE FOR SPECIAL INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOSS OF USE, REVENUE OR PROFITS, INVENTORY OR USE CHARGES, COST OF CAPITAL OR CLAIMS OF CUSTOMERS) INCURRED BY CUSTOMER OR ANY THIRD PARTY.

Customer agrees to indemnify, hold harmless and defend Echo, including its affiliates, officers, employees, agents, subcontractors, suppliers, and representatives, against any and all judgments, losses, damages, expenses, costs, including defense costs and legal fees, arising from any and all lawsuits, demands, or claims for personal injury, death, property damage, or other liability arising or claimed to arise from any act or omission of the Customer or Echo in any way related to this Agreement or Products, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability, failure to comply with any applicable law, or other allegation of fault. To the extent the aforesaid obligation of the Customer to so indemnify Echo is prohibited by the laws and statutes of the state(s) or province(s) where this Agreement is in effect, then the obligation created under this provision will, but only to the extent of such prohibition, be null and void. The remainder of the Customer's indemnity obligations will remain in effect and be binding upon the parties.

#### **16. Software Access and License.**

For Equipment purchased by Customer from Echo, Echo grants to Customer a limited, non-exclusive, non-sublicenseable, nontransferable, perpetual, irrevocable license to use and execute the software embedded in the Equipment for its internal business purposes in connection with such Equipment ("Firmware").

Subject to the terms of this Agreement and the payment of the fees specified in Section 3 herein, Echo grants to Customer, for its internal business purposes and during the term of this Agreement, a limited, non-exclusive, non-sublicensable, non-transferable right to access and use the online, hosted software specified herein ("Online Software" and along with Firmware ("Software")).

The license in this paragraph is valid until the earlier of: (i) the expiration or termination of this Agreement; or (ii) Echo's request to Customer that the Equipment and Software be returned to Echo. All rights not expressly provided to Customer by Echo herein are expressly reserved by Echo.

Except as expressly authorized, Customer shall not (and shall not permit a third party to) download more than one copy of the Software, copy, in whole or in part, any Software, make error corrections or otherwise modify, decompile, decrypt, reverse engineer, disassemble or otherwise reduce all or any portion of any Software to human-readable form, or transfer, sublicense, rent, lease, distribute, sell, or create derivative works of any Software.

Customer acknowledges that the Equipment and Software may contain and Echo may use in the performance of the Services and other obligations hereunder know-how, intellectual property, methodologies, processes, technologies, algorithms, development tools, data, modules, components, designs, utilities, subsets, objects, program listings, models, programs, systems, analysis frameworks, leading practices, specifications, inventions, original works of authorship, developments, improvements, and trade secrets owned by Echo ("Echo IP"). In consideration included herein, Customer agrees not to provide any third-party access to Echo IP.

Customer shall be solely responsible, at its own expense, for (a) the delivery of the Equipment and Software to Customer, such delivery method being subject to Echo's sole discretion, (b) the packing, rigging and delivery of the Equipment and Software back to Echo, upon expiration or termination of this Agreement, in good repair, condition and working order, ordinary wear and tear excepted, and (c) the de-installation, maintenance and repair of the Equipment and Software. Customer shall, at its expense, keep the Equipment and Software in good repair, condition and working order, ordinary wear and tear excepted. If any of the Equipment, upon its return to Echo, is not in good repair, condition and working order, ordinary wear and tear excepted, Customer shall be obligated to pay Echo for the out-of-pocket expenses Echo incurs in bringing such Equipment and Software up to such status; provided, however, if such Equipment and Software cannot be repaired, Customer shall pay the applicable replacement cost. Echo shall be entitled to inspect the Equipment and Software at reasonable times.

#### **17. Ownership / Intellectual Property.**

Echo shall at all times retain all right, title and interest in and to all pre-existing Intellectual Property owned by Echo as of the Effective Date and all Intellectual Property in and to the Services, Echo Equipment and Software, or other Intellectual Property provided or developed by Echo or a third party on Echo's behalf, including improvements, enhancements and derivative works made thereafter or created, developed or discovered pursuant to this Agreement. Except as expressly provided herein, Echo expressly reserves all rights, title and interest in the Equipment, Software, Services and related intellectual property. Customer shall at all times retain all right, title and interest in and to all pre-existing Intellectual Property owned by Customer as of the Effective Date.

Echo agrees that the Deliverables shall be the sole property of Customer. Customer hereby grants Echo a worldwide, perpetual, nonexclusive, royalty-free, fully paid-up right and license to use the Deliverables.

Echo makes no express or implied representation or warranty that the Services, Equipment and/or Software will not infringe any third party patent, copyright or other intellectual property rights. Customer acknowledges the great value of goodwill associated with the name and trademarks of Echo, and the identification of the Services, Equipment and/or Software therewith. Customer will not obscure, effect or permit the removal or alteration of any trademarks, copyright notices, patent numbers, serial numbers or the like affixed to any Services, Equipment and/or Software. All rights, title and interest in and to the designs, models, patterns, specifications, copyrights, patents, trade secrets, trademarks and other intellectual and industry property in the Products, documentation and related materials will remain vested in Echo or its third party suppliers.

**18. Disclaimer.**

All forms of non-destructive, non-invasive testing involve an inherent and unavoidable level of uncertainty.

The results provided by Echo are not guaranteed. The methods used for leak detection and pipe condition assessment are highly dependent on input parameters; therefore, it is not possible to certify the results. Echo is not responsible any actions taken or recommendations made by Customer based on the results presented in the report. Echo uses a commercial reasonable and technology-based best effort methodology developed through experience and expertise in acoustic-based leak detection and pipe wall condition assessment. The findings are summarized in a report format and represent survey level results. The accuracy of assessments is subject to, among other factors:

- a. interference from background noise, which, in specific cases, may make the data unsuitable for analysis; and
- b. the accuracy of certain information provided to Echo by Customer, including, but not limited to, pipe infrastructure descriptions and layouts, water temperature and the distance and size of pipes.

Results may vary significantly if these or other factors interfere with the assessment.

**19. Force Majeure.**

Except for the obligation to pay monies due and owing, neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation acts of God, earthquake, labor disputes, industry wide shortages of supplies, actions of governmental entities, riots, war, terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the defaulting party will be extended for a period equal to the time during which the event prevented the party's performance.

**20. Applicable law and Jurisdiction.**

In the event that Buyer is located in Canada, these Terms will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario, and will be treated, in all respects, as an Ontario contract. In the event that Buyer is located in Australia or New Zealand, these Terms will be governed by and construed in accordance with the laws in force in the State of New South Wales. In the event that Buyer is located in Europe, these Terms will be governed by and construed in accordance with the laws in force in The Netherlands. In the event that Buyer is located in the United States or any other part of the world other than Canada, Europe or Australia/New Zealand, these Terms will be governed by and construed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction of the courts of (a) the Province of Ontario (in cases where the Buyer is located in Canada), (b) the State of New South Wales (in cases where the Buyer is located in Australia or New Zealand), (c) The Netherlands (in cases where the Buyer is located in Europe and (d) the federal court in the State of Georgia (in cases where the Buyer is located in the United States or any other part of the world other than Canada, Europe or Australia/New Zealand), and in each case waive any objection relating to improper venue or forum non conveniens to the conduct of any proceeding in any such court. It is agreed that no suit or cause of action or other proceeding will be brought against either party more than 1 year after accrual of the cause of action or 1 year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract or any other legal theory.

**21. Export Control.**

Customer shall comply with such laws and regulations governing use, export, re-export, and transfer of Echo Services, Equipment and/or Software and will obtain all required authorizations, permits, or licenses.

**22. Compliance with Laws/Anti-Bribery.**

Echo and Customer agree to comply with all applicable laws, regulations, codes and standards, including but not limited to those of the United States and other jurisdictions where the parties conduct business. Additionally, Customer has not and will not offer, promise authorize or make, directly or indirectly, any payments (in money or any other item of value), contributions or gifts to any non-U.S. government agency, department official or government owned or controlled entity in order to obtain or retain business,

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or secure any other Improper business advantage, which would violate the U.S. Foreign Corrupt Practices Act and/or any other applicable anti-bribery laws.

**23. Assignment.**

Neither party may assign, by operation of law or otherwise, or delegate its rights or obligations under this Agreement. Any purported assignment shall be null and void. Notwithstanding the above, Echo shall be authorized to transfer or assign any of its rights or responsibilities to an Affiliate of Echo without the consent of Customer.

**24. Notices.**

All notices required or permitted under this Agreement will be in writing and will be deemed given one day after deposit with a commercial express courier specifying next day delivery (or two (2) days for international courier packages specifying 2-day delivery), with written verification of receipt. All communications will be sent to the addresses set forth on the cover sheet of this Agreement or such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph.

**25. Entire Agreement.**

This Agreement is the complete agreement between the parties concerning the subject matter of this Agreement and replaces any prior oral or written communications between the parties, except as agreed between the parties. There are no conditions, understandings, agreements, representations, or warranties expressed or implied, that are not specified herein. This Agreement may only be modified by a written document executed by the parties hereto.

**26. No Waiver.**

The waiver by either party of any right provided under this Agreement shall not constitute a subsequent or continuing waiver of such right or of any other right under this Agreement.

**27. Severability.**

In the event that one or more terms of this Agreement becomes or is declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, each such term shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect.

**28. Survival.**

Sections 8, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 24, 25, 26, 27, and 28.

[End of Document]

## EXHIBIT A GLOSSARY OF TERMS

**Affiliate** means a Person that, directly or indirectly, controls, is controlled by or is under common control with the first Person.

**Confidential Information** means proprietary and confidential information received by Echo or Customer in connection with the Agreement and their relationship. Such Confidential Information may include, but is not limited to, trade secrets, know how, inventions, techniques, processes, programs, schematics, Software source documents, data, customer lists, financial information, and sales and marketing plans or information which the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party.

**Deliverable** means the reports and tangible items delivered by Echo to Customer as specified in writing and agreed upon by the parties hereto.

**Equipment** means tangible equipment, devices, or components licensed to Customer by Echo in relation to the Services.

**Intellectual Property** means any and all tangible and intangible: (i) rights associated with works of authorship throughout the world, including but not limited to copyrights, neighbouring rights, moral rights, and mask works, and all derivative works thereof, (ii) trademark and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms and other industrial property rights, (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

**Person** means an individual, partnership, corporation, business trust, joint stock company, estate, trust, unincorporated association, joint venture, governmental authority or any other entity of whatever nature.

**Services** means one or more of the services selected by the Customer and identified in [Attachment A](#).

**Services Descriptions** mean the detailed descriptions of the Services purchased by Customer which are incorporated in the MSA by reference and attached in [Attachment A](#).

**EXHIBIT B**

**Equipment / Software / Fees**

Please refer to attached Proposal # 42226003, Section 1

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**EXHIBIT C**

**Payment Remittance**

Mail payments by check to:

Echologics, LLC  
23418 Network Place  
Chicago, IL 60673-1234  
E-mail wire transfer remittance advices to:  
Finance@echologics.com  
Wire instruction:  
Bank Name: JP Morgan Chase  
Address: 1 Chase Manhattan Plaza  
New York, NY 10005  
R/T # 021 000 021  
Swift code: CHASUS33 AC # 716486022  
ACH Payment: R/T #071 000 013

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**9.4 ATTACHMENT A**

**EchoShore®- DX Services and Services Descriptions**

*Please refer to attached Technology Description - EchoShore®-DX Permanent Leak Detection*

