



CITY OF NOVI CITY COUNCIL
FEBRUARY 9, 2026

SUBJECT: Approval of an annual contract with KUBRA for use of their water utility customer portal, Dropcountr, in the amount of \$26,231 per year. The contract term is three years.

SUBMITTING DEPARTMENT: Department of Public Works, Water and Sewer Division

KEY HIGHLIGHTS:

- The City's AMI system provided the opportunity to implement a water utility customer portal.
- The Dropcountr customer portal has been used by staff and customers over the past three years.

FINANCIAL IMPACT

	FY 2026/27 Proposed
EXPENDITURE REQUIRED	\$ 26,231 annually (estimated)
BUDGET	
Water & Sewer Fund 592-536.00-850.009	\$ 28,500 annually
APPROPRIATION REQUIRED	\$ 0
FUND BALANCE IMPACT	\$ 0

BACKGROUND INFORMATION:

Over the past few years, the Water and Sewer Division has been converting the water meter reading system to an Advanced Metering Infrastructure (AMI) involving the installation of a network of antennas and a meter replacement program to upgrade meters to be compatible with the AMI network (refer to attached 2018 memo). The AMI system allows for the collection of water usage remotely, and instantaneously when necessary, resulting in a significantly more efficient process compared to the previously used "drive-by" method.

With the AMI infrastructure in place, Dropcountr, a water utility customer portal, was implemented in 2023, which gives water customers access to information and features related to their account, such as water usage patterns, usage threshold notifications, leak alerts, and much more. This type of customer portal can provide a considerable amount of information to customers and should be able to answer many common questions customers have without the need to contact customer service. City staff will have the ability to easily send notifications to specific customers regarding outage updates, etc.

Based on the use of Dropcountr over the past three years, it is recommended that the contract is renewed for an additional three-year period. The annual fee will be \$24,010 (based on \$1.73 per account for the 13,879 existing water accounts) plus \$2,221 for Irrigation Insight module (\$0.16 per account), for a total of \$26,231 per year for the three-year contract.

RECOMMENDED ACTION: Approval of an annual contract with KUBRA for use of their water utility customer portal, Dropcountr, in the amount of \$26,231 per year. The contract term is three years.

**DROPCOUNTR, INC. PLATFORM
SERVICES AGREEMENT
Order Form**

Utility City of Novi
Primary Contact Ben Croy
Phone / Email Address 248.347.0454 / bcroy@cityofnovi.org
Address 45175 Ten Mile Road
Novi, MI 48375
Billing Contact Finance Department, City of Novi
Phone / Email invoices@cityofnovi.org

Start Date Jan 9, 2026
Initial Term 12-months

Platform Services Subscription Plan	Fee Per-Metered Connection	Metered Connections	Annual Fee
Platform Services	\$1.73	13,879	\$24,010
AMI API Maintenance	\$0.16	13,879	\$2,221
			\$26,231

Agreement

This Order Form, together with the attached Dropcountr, Inc. Terms of Service and other attachments listed below, form the Platform Services Agreement (“**Agreement**”) between Dropcountr, Inc., with an address of 40 E Rio Salado Parkway #535, Tempe, AZ 85281 (“**Dropcountr**”), and the customer identified above (“**Utility**”). This Agreement contains, among other things, warranty disclaimers, liability limitations and use limitations. This Agreement is effective upon signature of the parties. Utility’s subscription will begin on the start date indicated above or, if later, on the date of signature. Any conflicting or additional terms in any purchase order or similar form not expressly incorporated into this Agreement will be without effect.

Attachments Made Part of Agreement

- **Exhibit A:** Dropcountr, Inc. Terms of Service
- **Exhibit B:** Service Level Agreement
- **Exhibit C:** Support Terms
- **Exhibit D:** Statement of Work

Dropcountr

[Utility]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

DROPCOUNTR, INC.

Terms of Service

(last updated March 26, 2020)

1. **DEFINITIONS.** Any capitalized terms used but not defined in these Dropcountr, Inc. Terms of Service ("**Terms of Service**") will have the meanings (if any) specified in the Order Form or SOW (each as defined below). In addition, the following definitions apply.

- 1.1. "**Authorized User**" means an individual employee of Utility who has been assigned unique credentials to access and use the Platform Services, whether or not that individual is accessing or using the Platform Services at any particular time.
- 1.2. "**CLEAR Platform**" means the Dropcountr water analytics software platform designed for commercial use by water utilities.
- 1.3. "**Customer**" means a customer that has a water utility account serviced by Utility.
- 1.4. "**Customer Data**" means any data associated with a Customer, including as may be inputted or uploaded to the Platform Services.

- 1.5. "**Fees**" means the Set-up Fee and Subscription Fee.
- 1.6. "**HOME Application**" means Dropcountr's end-user facing application that provides water usage and other information to customers of a water utility.
- 1.7. "**Order Form**" means the order form executed by Utility and Dropcountr that specifies the subscription plan being purchased by the Utility and incorporates these Terms of Service.
- 1.8. "**Platform Services**" means the CLEAR Platform and HOME Application included in the Utility's subscription plan, as specified in the Order Form and any SOW.
- 1.9. "**SOW**" means a statement of work or other service addendum that may be agreed upon by the parties in reference to this Agreement, including as may be attached hereto as **Exhibit D**.

1.10. **“Utility”** means the water utility identified on the Order Form.

1.11. **“Utility Data”** means (i) Utility’s proprietary data, if any, that its Authorized Users upload or input into the CLEAR Platform or HOME Application, and (ii) as applicable, Customer Data and other data obtained by Utility from third parties in connection with this Agreement.

2. PLATFORM SERVICES SUBSCRIPTION

2.1. Authorization. Subject to Utility’s compliance with the terms and conditions of this Agreement, including Utility’s obligation to pay all applicable Fees, Dropcountr will (i) permit Utility to access and use the CLEAR Platform, solely for Utility’s internal business purposes, and (ii) permit Utility to access and use the HOME Application, and to offer and make available the HOME Application to its Customers, in accordance with any SOW or relevant Dropcountr end-user documentation.

2.2. Authorized Users. Authorized Users may exercise the rights granted to Utility hereunder on Utility’s behalf; provided, however, that Utility will ensure that all Authorized Users comply with the applicable terms and conditions of these Terms of Service, and Utility will be responsible for the Authorized Users’ acts or omissions in relation to the Platform Services as if they were Utility’s own acts or omissions. Authorized Users may not share their access credentials with any other individuals.

2.3. Service Capacity. Utility’s and its Authorized Users’ use of the Platform Services, and Utility’s right to offer and make available the HOME Application to its Customers, is limited to that number of metered connections indicated on the Order Form (the **“Service Capacity”**), and is subject to such other usage limitations as may be set forth therein or in the SOW.

2.4. Utility Responsibilities. Utility is responsible for (i) maintaining the confidentiality of any user IDs, passwords and other credentials associated with Utility’s account, (ii) all activities that occur with respect to Utility’s account, and (iii) its and its Authorized Users’ use of the Platform Services and compliance with this Agreement, SOW, Dropcountr’s relevant end user documentation, and all applicable laws, regulations, and rights of third parties. Except for resources that Dropcountr expressly agrees to provide under the Order Form or SOW, Utility is responsible for procuring and maintaining all computer hardware and software, equipment, internet connectivity,

and other ancillary services and resources necessary for it and its Authorized Users to connect to and make use of the Platform

Services, and for ensuring the security of the foregoing.

2.5. Restrictions. Utility will not, and shall ensure that its Authorized Users do not: (i) copy, reproduce, modify, decompile, disassemble, or reverse engineer the Platform Services or any associated software or materials (except to the extent that applicable law prohibits or restricts reverse engineering restrictions); (ii) except as expressly authorized herein with respect to making the HOME Application available to Customers, provide any third parties with access to any of the Platform Services, lease, distribute, sublicense, sell or otherwise commercially exploit the Platform Services, or use any of the Platform Services for time sharing or similar purposes for the benefit of any third party; (iii) remove any copyright or proprietary notices contained in the Platform Services or any output thereof; (iv) breach, disable or tamper with, or develop or use (or attempt) any workaround for, any security or authentication measures provided or used by the Platform Services; (v) access the Platform Services via any bot, web crawler or non-human user; (vi) access or use (or permit a third party to access or use) the Platform Services for any unlawful purpose or for purposes of monitoring the availability, performance or functionality of the Platform Services or for any other benchmarking or competitive purposes; or (vii) upload or process any data or content that infringes the intellectual property rights, rights of privacy or publicity, or other proprietary rights of any third party, or that contains any malware, viruses, Trojan horses, spyware, worms, or other malicious or harmful code.

2.6. Monitoring. Although Dropcountr has no obligation to monitor Utility’s or any Customer’s use of the Platform Services or any portion thereof, Dropcountr may do so and may prohibit any use of the Platform Services that it believes may be, or is reasonable likely to be, in violation of the provisions of Section 2.5.

2.7. Technical Support. Subject to the terms and conditions of this Agreement, Dropcountr will provide Utility with technical support services in accordance with the terms set forth in **Exhibit C**.

3. PLATFORM AND DATA SECURITY

3.1. Security Measures. Dropcountr will employ commercially reasonable data security procedures and other safeguards to protect against the unauthorized accessing, use, destruction, corruption, loss or alteration

of the Platform Services and any Utility Data or Customer Data stored on Dropcountr's servers.

3.2. Notification. Dropcountr will use commercially reasonable efforts to promptly notify Utility of any material breach of security with respect to any Utility Data or Customer Data.

4. IMPLEMENTATION

4.1. Implementation of Platform Services. Subject to Utility's compliance with the terms and conditions of this Agreement, including its obligations under this Section 4, Dropcountr shall use commercially reasonable efforts to promptly implement and make available the Platform Services to Utility and to provide such implementation services as may be set forth in any SOW (collectively, the "Implementation Services").

4.2. Utility Obligations. To facilitate Dropcountr's performance of the Implementation Services, Utility shall promptly provide to Dropcountr all information, resources and access as set forth on the Order Form or an applicable SOW, or as may be otherwise requested by Dropcountr in its reasonable discretion. Additionally, Utility agrees to provide such further cooperation and assistance as Dropcountr may reasonably request from time to time. Utility shall designate in writing an individual who will be Dropcountr's primary point of contact for matters relating to the implementation of the Platform Services. The parties agree that Dropcountr shall not be liable for any failure to perform its obligations under this Agreement to the extent it is caused by a breach of this Section 4.2.

4.3. End User License Agreement. Utility acknowledges that any use of or access to the HOME Application, including by Utility and its Customers, is subject to the terms of Dropcountr's then-current HOME End User License Agreement (the "EULA"), which must be accepted by users prior to access.

5. TERM AND TERMINATION

5.1. Duration and Renewal. Unless terminated as provided below, this Agreement will remain in effect throughout the initial subscription term specified in the Order Form (the "Initial Term"), and will automatically renew for successive periods of the same duration as the Initial Term (each, a "Renewal") unless either party gives the other party written notice of non-renewal at least thirty (30) days in advance.

5.2. Termination. A party may terminate this Agreement for a material breach by the other party, which remains

uncured more than 30 days after receiving written notice of the breach, except that, where such material breach is the nonpayment of Fees by Utility, Dropcountr may terminate immediately upon notice. Either party may also terminate this Agreement immediately upon notice to the other party in the event that that Utility's governing body does not appropriate funds to make the payments hereunder in a Utility's fiscal year budget.

5.3. Effect of Termination. Upon the expiration or termination of this Agreement: (i) all rights and platform subscriptions granted to Utility under this Agreement will terminate and Utility will cease using any and all components of the Platform Services; (ii) Dropcountr will cease making the HOME Application accessible to Customers; (iii) each party will, upon request, promptly return to the other party all Confidential Information of the other party in its possession or control; and (iv) Utility will, within thirty (30) days after receipt of Dropcountr's invoice, pay all accrued and unpaid fees and expenses. Upon any termination of this Agreement, Dropcountr will make all Utility Data and Customer Data on Dropcountr's servers available to Utility for electronic retrieval for a period of thirty (30) days, but thereafter Dropcountr may, but is not obligated to, delete all such stored Utility Data or Customer Data.

5.4. Survival. The following provisions will survive expiration or termination of this Agreement: Sections 2.2, 2.4, 2.5, 4.2 (last sentence only), 5.4, 5.4, 6 (to the extent of any outstanding payments), 7, 8, 10, 11, 12, and 13.

6. FEES AND PAYMENT

6.1. Fees. In consideration for Dropcountr providing the Implementation Services and Platform Services, Utility shall pay to Dropcountr the corresponding fees set forth in the Order Form, which shall include a one-time implementation fee (the "Set-up Fee") and an annual subscription fee (the "Subscription Fee"). In the event Utility use of the Platform Services is in excess of the Service Capacity, Utility shall be billed for such additional usage and agrees to pay, upon invoice by Dropcountr and in the manner provided herein, such additional charges. Dropcountr reserves the right to modify the Fees or to institute new fees at the end of the Initial Term or the current Renewal upon thirty (30) days' prior written notice to Utility. Increases to the Fees made pursuant to the prior sentence shall not exceed 5% per year (assuming no increase in usage limits).

6.2. Invoices; Payment. All Fees accruing hereunder will be billed in advance. The one-time Set-Up Fee will be

billed on the Effective Date. The Subscription Fee will be first billed on the Effective Date, and thereafter will be billed annually on each anniversary of the Effective Date occurring in the term of this Agreement. Dropcountr may choose to bill through invoices, in which case full payment for any invoice must be received by Dropcountr within thirty (30) days after the mailing date of such invoice. Overdue payments will accrue interest at the rate of 1.5% per month or the highest rate of interest allowed by law, whichever is lower. Utility will further be liable for, and shall to pay to Dropcountr promptly upon demand, all expenses of collection. Failure to timely pay any amounts due hereunder may result in immediate termination of the Agreement.

6.3. Taxes. The Fees and any other charges specified in this Agreement are exclusive of taxes, duties, levies, tariffs, and other governmental charges (including, without limitation, VAT) (collectively, “**Taxes**”). Utility shall be responsible for payment of all Taxes and any related interest and/or penalties resulting from any payments made hereunder, other than any taxes based on Dropcountr’s net income.

7. OWNERSHIP

7.1. Dropcountr IP. As between Dropcountr and Utility, Dropcountr shall own all right, title and interest in and to (i) the Platform Services and all software and other technologies embodied in or used to provide the Platform Services, including all improvements, enhancements, or modifications thereto, (ii) any updates, improvements, enhancements, derivative works, other materials, processes, or know-how based on or relating to the Platform Services, or as otherwise may be utilized or created by Dropcountr in performance of its obligations hereunder, and (iii) all intellectual property rights relating to any of the foregoing. If Dropcountr performs any development work in relation to the Platform Services, whether or not pursuant to a SOW, and including any customizations or modifications that Dropcountr may make in response to Utility’s requests or suggestions, Dropcountr solely retains all intellectual property rights arising from such development work.

7.2. Utility Data. As between Dropcountr and Utility, the Utility Data, and all intellectual property rights therein or relating thereto, are and shall remain the exclusive property of Utility.

7.3. Customer Data. Utility agrees to (i) obtain all third-party consents or approvals that may be necessary for the collection, use and transmission of the data, including

Customer Data and Utility Data, sent to or used in the operation of the Platform Services and for all of Dropcountr’s activities contemplated by this Agreement in relation to such data; and (ii) comply with all applicable laws and regulations with respect to Utility’s use of the Platform Services and provision of data with respect thereto, including without limitation those pertaining to privacy, data security, and publicity. As between Utility and Dropcountr, Utility will be solely responsible for the foregoing matters, and Utility will indemnify Dropcountr for any liability arising from its failure to comply with this Section 7.3.

7.4. Use of Utility Data. Notwithstanding anything herein or in the Order Form or any SOW to the contrary, Utility grants to Dropcountr the perpetual right to, among other things, examine, use, extract, model, manipulate, collate, analyze, create analysis using, reproduce and otherwise use any data (including Utility Data and Customer Data) or other information which it learns, acquires or obtains in connection with the performance of its obligations hereunder, within the scope of its regular business operations, including developing or operating data sets, algorithms or other analytical tools, or testing, implementing, integrating, developing or improving its products and services, and distributing or otherwise making available Dropcountr products and services to its customers.

7.5. Feedback. To the extent that Utility provides Dropcountr with any suggestions, feature requests, evaluation results, feedback, or other input in relation to any aspect of the Platform Services (collectively, “**Feedback**”), Utility hereby assigns and agrees to assign to Dropcountr all right, title and interest in and to such Feedback, including any intellectual property rights therein, and agrees that Dropcountr will be free to use such Feedback in any manner, including by implementing such Feedback in the Platform Services and/or Dropcountr’s other technologies, products and services, without compensation or other obligations to Utility.

8. CONFIDENTIALITY

8.1. Obligations. “**Confidential Information**” means (subject to the exclusions below) any non-public information relating to or disclosed in the course of the Agreement that should be reasonably understood to be confidential. The receiving party will use the same care to protect Confidential Information as it uses for its own similar information, but no less than reasonable care, will not disclose Confidential Information to any third party

without prior written authorization, and will use Confidential Information only for the purpose of fulfilling its obligations or exercising its rights expressly granted under this Agreement. Except as otherwise provided herein, including with respect to Dropcountr's use of Utility Data and Customer Data consistent with Section 7.4, the receiving party will promptly return or destroy the other party's Confidential Information upon request.

8.2. **Exclusions.** Confidential Information does not include information that: (i) is or becomes publicly available through no fault of the receiving party; (ii) was already in possession of the receiving party without confidentiality restrictions at the time of receipt from the other party, as evidenced by written records; or (iii) was independently developed by the receiving party without violation of this Section 8. If a receiving party is required to disclose Confidential Information by law, the receiving party will promptly notify the disclosing party and reasonably cooperate with its efforts to limit or protect the required disclosure, but will otherwise not be in violation of this Section on account of making the required disclosure.

9. **SERVICE LEVEL AGREEMENT.** If Utility's subscription includes service-level commitments, and the Order Form or SOW accordingly specifies that Dropcountr's Service Level Agreement is part of this Agreement, Utility will be entitled to the commitments and remedies set forth in such Service Level Agreement as attached hereto as **Exhibit B**. The remedies expressly provided in the Service Level Agreement are Utility's sole and exclusive remedy, and Dropcountr's entire obligation, with respect to any service-level violation.

10. DISCLAIMER.

10.1. **Data Accuracy.** The parties acknowledge and agree that the quality, accuracy and completeness of results obtained from the use of the Platform Services is dependent upon the quality, accuracy and completeness of available data, including Utility Data and Customer Data and other data that may be provided by third parties. Unless otherwise agreed to in the Order Form or SOW, Utility shall be solely responsible for providing or otherwise securing from third parties (including AMI Vendors, as defined in Exhibit D) all data necessary for the proper operation of the Platform Services. Notwithstanding the foregoing or anything herein to the contrary, Dropcountr shall have no obligation or liability whatsoever with respect to

any error, incompleteness or other deficiencies with respect to such data obtained from Utility or any third party, or any results generated by the Platform Services on the basis thereof.

10.2. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT (AND WITHOUT LIMITING REMEDIES TO WHICH UTILITY MAY BE ENTITLED UNDER THE SERVICE LEVEL AGREEMENT, IF APPLICABLE), DROPCOUNTR HEREBY DISCLAIMS, TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ANY AND ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PLATFORM SERVICES AND IMPLEMENTATION SERVICES, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE AND TRADE USAGE. DROPCOUNTR DOES NOT

REPRESENT THAT UTILITY'S OR ANY CUSTOMER'S USE OF THE PLATFORM SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE, OR THAT THE PLATFORM SERVICES WILL MEET UTILITY'S OR ANY CUSTOMER'S REQUIREMENTS, OR THAT ALL ERRORS IN THE PLATFORM SERVICES WILL BE CORRECTED OR THAT THE SYSTEM THAT MAKES THE PLATFORM SERVICES AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT (AND WITHOUT LIMITING REMEDIES TO WHICH UTILITY MAY BE ENTITLED UNDER THE SERVICE LEVEL AGREEMENT, IF APPLICABLE), THE PLATFORM SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED TO UTILITY

ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ARE FOR INTERNAL COMMERCIAL USE ONLY. UTILITY ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE PLATFORM SERVICES ARE ACCURATE OR SUFFICIENT FOR UTILITY'S PURPOSES.

11. **INDEMNIFICATION.** Utility will indemnify, defend and hold harmless Dropcountr, its affiliates, managers, directors, employees, representatives, and agents, against any damages awarded by a court in connection with claims, demands, suits or proceedings made or brought by a third party arising from or related to (i) any material breach by Utility of this Agreement, (ii) the Utility Data, Customer Data, or any other data provided or made available by Utility hereunder, (iii) Utility's or any Customer's use of the

Platform Services in violation of this Agreement, EULA, or any applicable Dropcountr end-user documentation, or (iv) any failure by Utility to comply with any applicable laws, regulations, or rights of third parties.

12. LIMITATION OF LIABILITY

12.1. Wavier of Certain Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUT EXCEPT WITH RESPECT TO ANY BREACH OF THE PARTIES' OBLIGATIONS UNDER SECTION 8 OR BREACH OF UTILITY'S OBLIGATIONS UNDER SECTION 2.5, AND WITHOUT LIMITING UTILITY'S OBLIGATIONS UNDER SECTION 11, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES, OR FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS OR INFORMATION, OR COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE PLATFORM SERVICES TO BE PROVIDED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2. Liability Cap. THE TOTAL LIABILITY OF DROPCOUNTR FOR DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY UTILITY TO DROPCOUNTR UNDER THIS AGREEMENT IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

13.5. Severability. If any part of this Agreement is held to be unenforceable or invalid, in whole or in part, by a court of competent jurisdiction, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

13.6. Waiver. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach of that or any other provision.

13.7. Notices. All notices permitted or required under this Agreement shall be in writing, will reference this Agreement, and shall be delivered in person, by overnight courier or express delivery service, or by first class, registered or certified mail, postage prepaid, or by confirmed email delivery, to the address of the party specified on the Order Form or such other address as

13. MISCELLANEOUS

13.1. Assignment. Utility may not assign this Agreement without Dropcountr's prior written consent, which will not be unreasonably withheld. Any attempt by Utility to assign this Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

13.2. Force Majeure. Neither party shall be liable for any delay or failure in performance (other than nonpayment of amounts owing) due to causes beyond its reasonable control.

13.3. Export Compliance. Utility agrees to comply fully with all relevant export laws and regulations of the United States and other applicable jurisdictions to ensure that neither the Platform Services, nor any direct product thereof, are: (i) exported or re-exported directly or indirectly in violation of such export laws and regulations; or (ii) used for any purposes prohibited by the such export laws and regulations.

13.4. Government Rights. If Utility is the U.S. government or any agency or other division thereof, Dropcountr's services are furnished under this Agreement as a "commercial item," as that term is defined and used in the U.S. Code of Federal Regulations (48 C.F.R. § 2.101) and other applicable regulations, and the government's rights with respect to the services (and to any associated software, technical data or other materials) are limited to those expressly granted in this Agreement.



A KUBRA® Company

either party may specify in writing. Such notice shall be deemed to have been given upon receipt.

13.8. Governing Law. This Agreement will be governed by both the substantive and procedural laws of California, excluding its conflict of law rules and the United Nations Convention for the International Sale of Goods. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Northern District of California and the parties irrevocably consent to the personal jurisdiction and venue therein.

13.9. Entire Agreement. Any amendment or modification to the Agreement must be in writing signed by both parties. This Agreement constitutes the entire agreement and supersedes all prior or contemporaneous oral or written agreements regarding the subject matter hereof.

13.10. Counterparts. This Agreement may be executed in counterparts, including by electronic transmission, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

EXHIBIT B

Service Level Agreement

This Service Level Agreement (“SLA”) pertains to the Platform Services Agreement to which it is attached between Dropcountr and Utility. All capitalized terms not defined herein shall have the meanings given to them in the Platform Services Agreement.

Scheduled Maintenance

Dropcountr may conduct maintenance and upgrades at any time upon forty-eight (48) hours’ notice to Utility (“**Scheduled Maintenance**”), which may cause the Platform Services to be temporarily unavailable. If Dropcountr anticipates that downtime will occur during any Scheduled Maintenance, Dropcountr will use commercially reasonable efforts to notify Utility in advance. Dropcountr will use commercially reasonable efforts to perform all Scheduled Maintenance during non-peak hours in an effort to limit disruption to Utility. Notwithstanding the foregoing, Dropcountr shall not be required to give advance notice of, or delay to non-peak hours, any maintenance required to address critical time sensitive issues, where waiting to perform maintenance may pose a risk to Dropcountr’s platforms, systems, or data.

Service Availability

Dropcountr will use commercially reasonable efforts to make the Platform Services available 99.9% of the time as measured on a monthly basis, excluding downtime for Scheduled Maintenance.

Service Credits

For any month in which the service availability (calculated as described above) falls below the commitment of 99.9%, Dropcountr will owe Utility an availability credit in accordance with the schedule below:

Service Availability	% of Imputed Monthly Fee to be Credited Against Next Monthly Fee**
99.9% or greater	0%
99.5% up to 99.9%	5%
99.0% up to 99.5%	10%
98.0% up to 99.0%	20%
97.0% up to 98.0%	30%
95.0% up to 97.0%	40%
Less than 95.0%	50%

** Credit will be calculated by (a) dividing the annual Subscription Fee paid by 12 months; and (b) applying the indicated percentage to the resulting imputed monthly fee.

EXHIBIT C

Support Terms

These Support Terms pertain to the Platform Services Agreement to which it is attached between Dropcountr and Utility. All capitalized terms not defined herein shall have the meanings given to them in the Platform Services Agreement.

Technical Support

Dropcountr will provide technical support to Utility via email during weekdays between 8:00am and 5:00pm Pacific Time, with the exclusion of Federal Holidays ("**Support Hours**").

Utility may initiate a helpdesk ticket during Support Hours by emailing support@dropcountr.com.

Dropcountr will use commercially reasonable efforts to respond to all helpdesk tickets within two (2) business days.

EXHIBIT D

Statement of Work

This Statement of Work (“**SOW**”) pertains to the Platform Services Agreement to which it is attached between Dropcountr and Utility. All capitalized terms not defined herein shall have the meanings given to them in the Platform Services Agreement.

This SOW includes three key phases: (1) Program Setup, (2) Program Implementation and (3) Program Management.

Program Setup (Phase 1)

Data Transfer

Dropcountr will engage with Utility staff to review and select from among Dropcountr’s preferred data specification, format, transfer interval, and transfer options.

Dropcountr will ingest up to two (2) years of Customer Data, including hourly usage data, to develop historical trends and spatial comparisons for water usage. Dropcountr will ingest up to five (5) years of Customer Data, if the usage data interval is monthly or less. Customer Data shall include, but may not be limited to, account information, account type, and rebate program participation.

If Utility has contracted with an Advanced Meter Infrastructure vendor which can provide Dropcountr with secure access to Customer usage data via API (“**AMI Vendor**”), Dropcountr will coordinate with the AMI Vendor to receive hourly usage data, leak flags, and other relevant data that supports the SOW.

Training and Pre-Launch Testing

Dropcountr will create Authorized User accounts for Utility’s access and use of the Platform Services. Utility is entitled to an unlimited number of Authorized User accounts, and each account may have different administrative privileges due to differences in Authorized User roles and authority.

Using actual Customer Data, Dropcountr will conduct initial Authorized User training on the Platform Services using Zoom or a similar online webinar application. Training conducted using relevant Customer Data increases the efficacy of training, and also allows for QA/QC of data prior to public launch.

Detailed training materials will be provided to Utility, and are accessible online at any time. These materials include product guides, GIF tutorials, answers to frequently asked questions, and project manager contact information.

Marketing Outreach Consultation

Where permitted to do so, Dropcountr will provide recommendations and examples of marketing outreach campaigns used by other Dropcountr utility accounts. Dropcountr also grants to Utility, during



the term of the Platform Services Agreement and for the sole and exclusive purpose of supporting Utility's internal outreach efforts, a limited, revocable, non-transferable (except as otherwise expressly

agreed to in writing by Dropcountr), non-exclusive licenses to use, modify and display such key Dropcountr image assets and copy (e.g. event brochures, bill stuffers, webpage placement) as Dropcountr may provide to Utility from time to time, including as the same may include Dropcountr trademarks, trade names, services marks and logos (collectively, “**Dropcountr Materials**”). All use of Dropcountr Materials by Utility shall be in accordance with such trademark use and other policies as may be provided to Utility by Dropcountr from time to time, and subject to Dropcountr review and approval.

Program Implementation (Phase 2)

Email Marketing Engagement

Using Customer email and other contact information provided by Utility, Dropcountr will conduct three (3) Customer email campaigns.

These campaigns will consist of unique, account-specific emails which summarize monthly water use, provide a social norms-based comparison, present a call to action to sign up for the Dropcountr HOME program, and legitimize the relationship between Utility and Dropcountr. Each email will include the account name and account number for Customer convenience, and a direct link to the Dropcountr signup page.

Program Management (Phase 3)

Status Meetings

In order to ensure that the project remains on track, and to provide ample opportunity for feedback and insight from Utility, Dropcountr anticipates conducting bi-monthly status meetings. These meetings may be held by phone or webinar.

Supplemental Training

The Dropcountr project manager will provide supplemental training to Utility as reasonably requested, or when material updates to Platform Services are developed and deployed.

MEMORANDUM

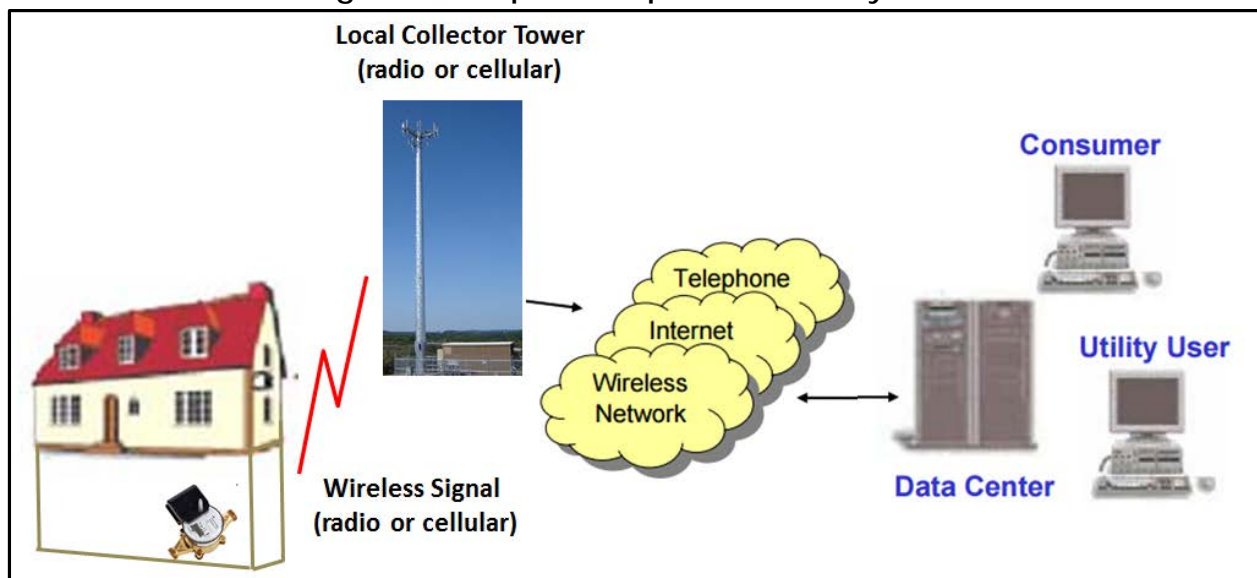


TO: JEFF HERCZEG, DPS DIRECTOR
FROM: BEN CROY, WATER AND SEWER SENIOR MANAGER
SUBJECT: ADVANCED METERING INFRASTRUCTURE COLLECTOR
TOWER INSTALLATION
DATE: MARCH 14, 2018

At the July 31, 2017 meeting, City Council approved the installation of the Advanced Metering Infrastructure (AMI). AMI is a fixed network system allowing City staff remote access for each metered connection in the water distribution system, and supplies information such as consumption, potential leakage, tampering, and backflow events. Implementation of the AMI system will be a two-phase process – first, the installation of collector towers throughout the City, and second, meter replacement as necessary to ensure adequate connectivity throughout the system. Twelve collector towers will be installed at select locations throughout the City (refer to attached location map). One collector tower installed at the Island Lake Booster Station site in 2017 was part of a pilot study for the AMI system.

The AMI system will allow the City to collect real-time data from the water billing meters through direct radio communications and transmit this data directly to a data center, which would make the data available to City staff, and potentially to the customers at some point in the future. Figure 1 provides a graphical depiction of a typical AMI system.

Figure 1 – Graphical Depiction of AMI System



The collector towers are standard wood utility poles, which are 60-foot tall with a 15-foot extension at the top for the antenna. Staff selected the thirteen collector tower locations based on the attached propagation study that helps determine optimal coverage for the City. Additional towers can be added in the future if improved or extended coverage is required.

In conjunction with the implementation of the AMI, staff is replacing and upgrading existing water meters. The primary factor for the meter replacements is the age. Approximately 75% of meters in the system today are 10 years old or older. The estimated service life of the meters used for the City of Novi system is 10 years, at which time they typically under-record, resulting in incorrect data and ultimately lost revenue.

Staff will also evaluate meters with less than 10 years of service once the AMI system is operational. Staff assumes some of these meters will not require any action, while others will need to have the meter head and radio transmitter relocated for compatible communication with the new AMI collector towers. This retrofit involves the installation of a new radio transmitter on the outside of the house, with a wired connection between the meter and the new transmitter.



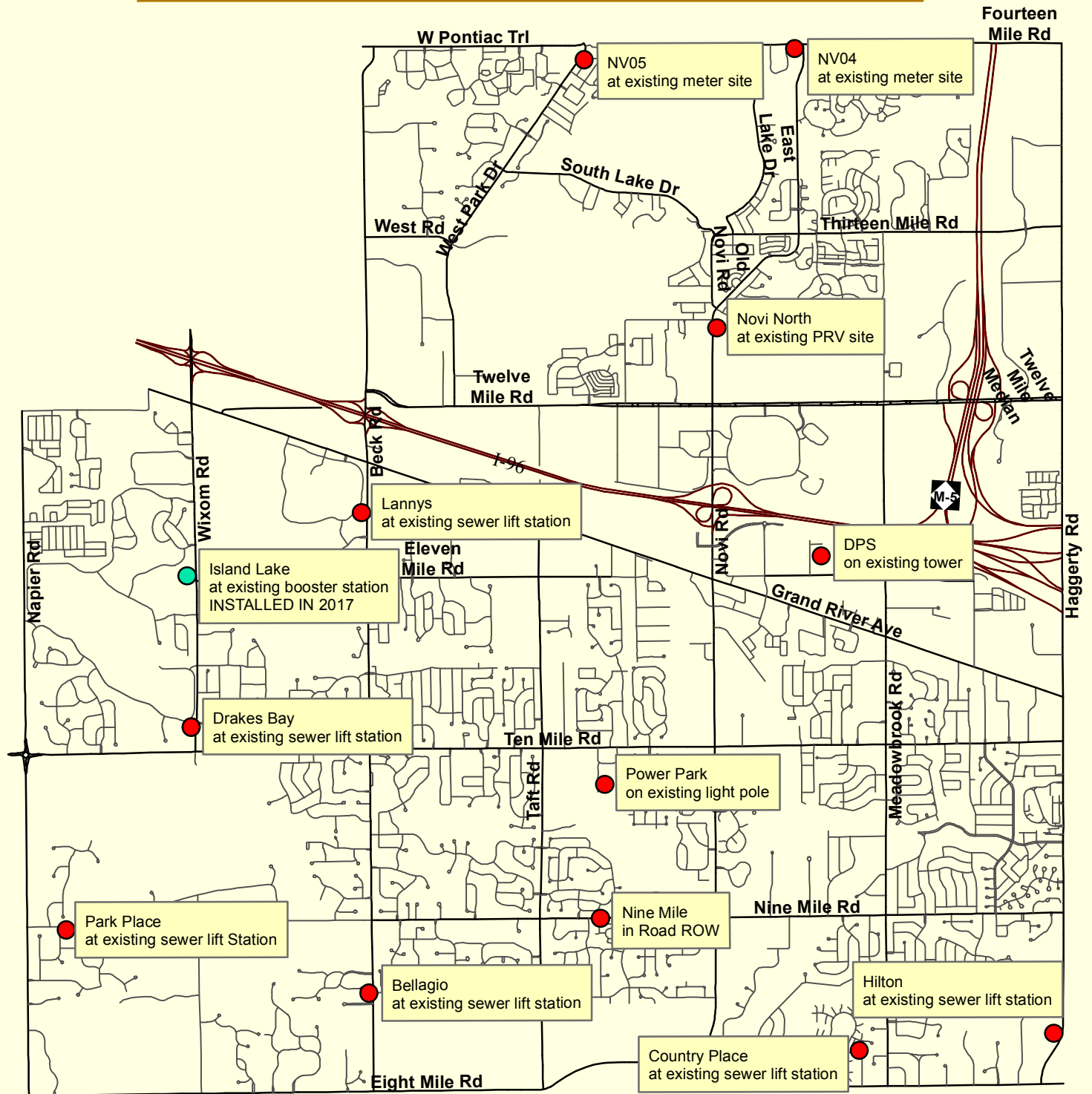
Staff scheduled the meter replacements for a three-year program beginning this year. The first replacements will include approximately 300 of the roughly 15,000 existing meters believed to be responsible for the largest loss in revenue, which are primarily older commercial meters with high usage. The balance of the replacements are forecasted in the City's Capital Improvement Program (CIP) for FY 2018-19 and FY 2019-20. A contractor selected by the City, and overseen by Water and Sewer Division staff, will perform the work. Community Relations staff will be engaged in order to communicate with the affected residents notifying them of the program.

Please let me know if any further information regarding the above information is required.

cc: Scott Roselle, Water and Sewer Asset Manager

Advanced Metering Infrastructure Collector Towers

Location Map



Map Author: Croy
Date: 3/9/18
Project: AMI
Version #: v1.0

Map Legend

- Proposed AMI Collector Tower Locations
- Existing AMI Collector Tower Location

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



City of Novi

Engineering Division
Department of Public Services
26300 Lee BeGole Drive
Novi, MI 48375
cityofnovi.org

Feet
0 900 1,800 3,600 5,400
1 inch = 4,400 feet





**Proposal for
the City of Novi**

Water Utility Customer Portal

Due: September 15, 2022 by 1:00 p.m.

KUBRA
14105 S. Normandie Ave.
Gardena, CA 90249
www.kubra.com

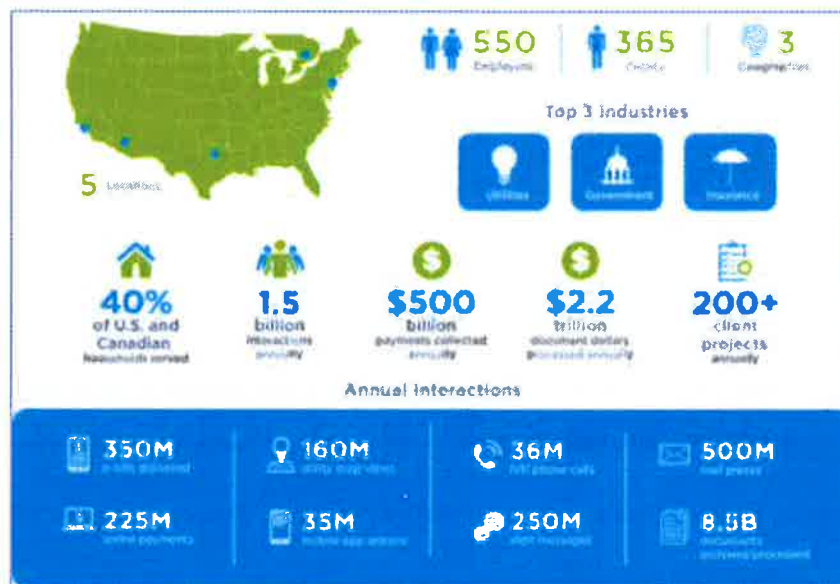
Robb Barnitt, VP of Market Development
Phone: (650) 678-3632
Email: robb.barnitt@kubra.com
robb@dropcountr.com

Statement of Qualifications

KUBRA Overview

Since our inception in 1992, we've been providing customer experience management solutions to some of the largest government, utility, healthcare, and financial entities in North America. We maintain a relentless focus on our clients' needs by providing the proficiency, products, and services needed to help our clients provide better service to their customers.

KUBRA has extensive experience working in the government industry. Our experience includes document production; electronic billing and payments; outage maps; mobile apps; and preference management solutions. We have intimate knowledge of the output files, APIs, integration points, and business logic for all commonly used CIS systems, plus we support several clients with legacy (home-grown) solutions. We are proud to serve a client base of over **550 entities** which includes the City of Sacramento, City of Seattle, City of Scottsdale, City of Colorado Springs, City of Richmond, City of Charlotte, City of Philadelphia, City of Long Beach, and many more.



KUBRA operates as an independent unit of the Hearst Corporation, a leading global, diversified media, information, and services company. Hearst brings 135 years of knowledge and financial strength generating more than \$14 billion in annual recurring revenue, allowing KUBRA to make significant investments in our core solution platform and support infrastructure to better support our clients and their customers.

Dropcountr Overview

Since our inception in 2013 as a customer engagement specialist for water utilities and their customers, Dropcountr has grown from California to serve clients in Arizona, Texas, Colorado, Montana, Massachusetts, Florida, and beyond.

Dropcountr was acquired by KUBRA in December 2021. As part of KUBRA, Dropcountr has access to significant financial and professional resources to apply to our industry-leading water customer engagement platform. In addition, Dropcountr can offer the many complementary utility billing, mapping, and customer experience solutions for which KUBRA is known.

We are proud to stand alone with the following unique qualifications:

- Native Mobile Applications** – consumer preferences have shifted from computer to mobile device, and 90% of mobile time is spent on native mobile apps downloaded from the Apple App Store or Google Play. Dropcountr offers these mobile applications for both iOS and Android and has an excellent 4-star rating on Apple.
- Web and Print Alternatives** – 86% of Dropcountr users prefer our mobile apps, but we offer identical information via web browser for those more comfortable on their computer. We can also print and mail welcome letters to your customers.
- #1 in User Adoption** – We match consumer preferences with visually compelling experiences on the devices your customers use most. Our products and sustained commitment to outreach has made us the industry leader in user adoption – no small feat for an opt-in customer portal.
- #1 in Conservation Performance** – University of California researchers have independently verified that Dropcountr users reduce their water use by 9% on average.
- No Customer Left Behind** – Dropcountr is available out of the box with Spanish and English language versions and is the only ADA compliant customer portal.
- Leading-edge Technology** – Our user interface gets the accolades, but our backend capabilities support a robust and capable platform. We support an existing API integration with Neptune 360 and our data science chops include a machine learning algorithm for irrigation detection and outdoor water use (i.e., Irrigation INSIGHT).



Organizational Information

KUBRA has nearly 30 years of experience implementing platform customer experience solutions with more than 1,500 implementations. What makes KUBRA's implementation and support model unique is that our clients are assigned a dedicated Client Services team (CSt) not only for the initial implementation, but for the life of their relationship with KUBRA. This unique approach to Service Delivery ensures that the City will have continuity of personnel and knowledge transfer with KUBRA today, tomorrow, and well into the future. KUBRA utilizes a team of pooled resources that varies in size depending upon the client's finalized requirements, but typically consists of a Client Support Manager, Project Manager, Technical Team Leader, Senior Programmer, QA Analyst, Quality of Service Analyst, Billing Administrator, User Acceptance Testing (UAT) Analyst and Database Analyst. The vast majority of your CSt members will have on average 7-10 years of experience within their respective fields.

Key personnel assigned to this project with the City are presented below. Ours is an experienced team of professionals with balanced and complementary skills and a track record of client and customer success:

- **Alison Nill, Client Success Lead** – Alison will be the primary point of contact for the City. Alison will help facilitate the project launch, conduct training sessions, and support City staff for the duration of the project.
- **Zeno Douglas, Project Management Lead** – Zeno and his Service Delivery team will project manage the launch and deployment of the Dropcountr platform.
- **Peter Williams, Technology Lead** – Peter and his development team will manage all technical aspects of the Dropcountr platform, including data transfer, API integrations and maintenance, and future version releases.
- **Robb Barnitt, Management Point of Contact** – Robb is the former CEO at Dropcountr, and now the Subject Matter Expert for water analytics and customer experience at KUBRA.

KUBRA and Dropcountr will not be utilizing subcontractors – all technology, service delivery, client success, and even printing capabilities exist in-house.

Program Work Plan and Implementation

The key components of our proposed program implementation with ongoing support and maintenance are presented below.

Data Integration and Transfer

Dropcountr will engage City staff to review data specifications and select sources and transfer methods.

While we often utilize flat-file transfer methods via secure FTP, we prefer robust API integrations which allow for secure, seamless, and reliable data transfer.

Historical customer and water use data will be transferred via secure FTP or API. Dropcountr will ingest up to five years of monthly water use data to build a historical reference for City customers.

Hourly water use data generated to date by the currently deployed Neptune AMI network will be transferred using our existing API with the Neptune 360 platform. Going forward, customer and water use data will be transferred to Dropcountr using the Neptune 360 API.

While the City has no plans at this time for Dropcountr to integrate with an existing bill payment platform, Dropcountr is experienced in the development and deployment of Single Sign-on (SSO) customer experiences from payment platforms to Dropcountr. We are ready when you are and would expect stronger user adoption through the deployment of this option.

Training and Pre-launch Testing

Dropcountr will create Authorized User accounts for City staff access and use of the utility dashboard. The City is entitled to an unlimited number of Authorized User accounts, and each account can have different administrative privileges due to differences in Authorized User roles and authority.

Using City customer data, Dropcountr staff will conduct remote training for City staff using Zoom or a similar online webinar application. Training conducted using relevant Customer Data increases the efficacy of training and allows for QA/QC of data prior to public launch.

On-site training is available as an optional service.

Detailed training materials will be provided to the City and made accessible online at any time. These materials include product guides, GIF tutorials, answers to frequently asked questions, and project manager contact information.

Email Marketing Outreach

Using customer emails and other contact information provided by the City, Dropcountr will conduct three customer email campaigns.

These campaigns consist of unique, account-specific emails which introduce the program and legitimize the relationship between the City and Dropcountr. Each email will include:

- Presentment of monthly water use over the past year
- Social norms-based comparison to the target account
- Call to action to sign up for the Dropcountr program
- Account number to streamline sign-up
- A direct link to the Dropcountr sign-up page.

Status Meetings

To support communication and sharing of results and City staff feedback, Dropcountr anticipates conducting bi-monthly status meetings. These meetings may be held by phone or webinar. Dropcountr also expects to coordinate annual project review meetings in person with City staff.

Supplemental Remote or In-person Testing

The Dropcountr Client Success Manager can provide supplemental training to City staff as reasonably requested, or when material updates to Dropcountr products and services are developed and deployed.

Portal Capabilities and Benefits

Dropcountr Products & Services

Key products and services are introduced below, with additional detail and product images presented in **Exhibit A**.

CUSTOMER PORTAL

Dropcountr offers a tailored customer portal experience for both residential and commercial users. Known as Dropcountr HOME and BUSINESS, these customer portal experiences are available as native mobile iOS and Android applications (available in the Apple App Store and on Google Play) and are also accessible by computer using any modern web browser.

City customers will be able to view their historical and current water use in yearly, monthly, daily, and hourly time intervals. Contextual comparisons are provided in the form of an account-specific water budget and an anonymous comparison to similar accounts (i.e., social norming).

Customers can receive leak and threshold alerts, emergency notifications, rate and rebate announcements, and more via email, text message, and push notification via mobile app.

Customers may also contact City customer service staff by phone or via email directly from their mobile app, and via email using the web portal.

Please find additional detail and product images in **Exhibit A**.

UTILITY DASHBOARD

Dropcountr includes a robust analytics and customer communication dashboard for utility staff. Known as Dropcountr CLEAR, this intuitive dashboard presents customer and water use data in paneled index and map views.

City staff will be able send communications to one or many customers via email, text message, and push notification. Staff can also target their communications to a customer subgroup which meets staff-defined criteria, including high water use, water budget compliance, account type, leak flags, and even language preference.

Staff can also mirror a customer's portal to more effectively respond to service calls, review and record notes in a structured form, and export full or tailored data reports in .CSV format for use in Microsoft Excel.

Please find additional detail and product images in **Exhibit A**.

MARKETING OUTREACH

Dropcountr will conduct email campaigns to City customers to introduce and legitimize the program and then drive user adoption.

Dropcountr will also share image assets and established program marketing copy with City staff to support website and workshop promotions.

As an optional service, Dropcountr can produce print and mail welcome letters to City customers. These informative color welcome letters can be sent to all accounts, or just to those accounts for which no email address is available.

IRRIGATION INSIGHT

Outdoor water use is a blind spot for most customers. Excessive outdoor water use can result in high bill complaints and challenge regulatory compliance.

Dropcountr offers an optional module called Irrigation INSIGHT, which utilizes a machine learning algorithm that identifies and presents outdoor water use to both customers and City staff. This optional module is available for demo and presented in our cost proposal.

Please find additional detail and product images in **Exhibit A**.

Program Schedule

Dropcountr is prepared to commence work on the program following a notice to proceed from the City.

We anticipate a public launch within 90 days of program initiation.

A representative program schedule is presented in **Exhibit B**.

Program Potential

KUBRA is an end-to-end solution provider for the municipal and private utility industries.

A relationship with KUBRA represents a future opportunity to leverage one partner for all customer engagement, billing and payments needs. Utility trends are witnessing vendor partner consolidation. We are seeing that utilities are looking for a partner with deep understanding of the utility market. A partner that can support holistic customer engagement offerings inclusive of usage analytics, MyAccount self-serve, customer communications, physical and electronic billing, and payment channels under an end-to-end fully integrated platform. A partner that can help utilities increase customer satisfaction, expand document delivery and payment channels,



reduce billing and operational expense while consolidating from multiple vendors and systems onto one.

KUBRA's acquisition of iFactor in 2016 strengthened our solution set by enhancing our outbound communication and customer preference management solutions. Our Customer Communication products connect with utility back-end systems to enable you to communicate with customers via automated messaging, utility maps, and mobile applications for notifications, storm updates, gas leaks, and streetlight outages. With the addition of Dropcountr, KUBRA will provide clients with access to billing and payments, customer communications, and water analytics under a unified platform, furthering KUBRA's mission to provide the most comprehensive customer experience platform on the market.

KUBRA is a partner for the future where you leverage one common data receipt, extraction, and delivery engine, one payment platform, enabling universal visibility and management across all delivery channels, payment types, and all customer engagement. The utility industry is shifting from leveraging multiple vendors and partners to support document delivery, payments, analytics, outage to encompass every customer experience under a singularly owned platform. KUBRA is prepared for and is leading this change by delivering the only complete and integrated suite of customer engagement, usage analytics, meter-to-cash, outage communication management, preference management, and mobile development offerings – all on a single platform.

Response to Scope of Work Questions

Pages 8-9 of the RFP identify the City's primary goals and indicate desired features and functionality. Dropcountr provides each of these desired attributes, which are addressed and described in the narrative below.

A comprehensive overview of features, functionality, and analytics are provided in **Exhibit A**.

We look forward to the opportunity to showcase our full feature set during a project interview and live demo.

- ✓ **Project team involved in implementation, and description of support available throughout use of portal.**

The experienced project team assigned to this implementation is presented on **page 6**. Customer support will be provided to the City by Alison Nill, your dedicated Customer Success Manager.

Customer support will be provided during implementation as well as throughout the life of your project. Training, updates to rate information, and marketing outreach support are a few examples of the support the City will receive.

User (City customer) support will also be provided throughout the life of your project. General trouble shooting, functionality questions, and password resets are a few examples of the support that users will receive

- ✓ **Detailed description of all analytics available, and the functionality available to utility and customer.**

A detailed description of features, functionality, and analytics available to both City staff and customers are provided in the supplemental **Exhibit A**.

- ✓ **Options for customer to view personalized information to help resolve perceived high bill or usage issues.**

Annual, monthly, daily, and hourly water usage data will be available to City customers. These data are highly accessible via our native mobile application and web portal, and aid in resolving perceived high bill or usage issues via education.

For example, our monthly view presents water usage in an intuitive calendar format, which will allow City customers to view their water use habits, especially related to high consumption activities like irrigation. In addition, our hourly water usage presentation will aid City customers in identifying high usage events (e.g., pre-dawn irrigation) or leaks.

- ✓ **Options for customer to personalize their customer profile, including input of specific home and water use details, how notifications/alerts are received, and consumption displays (e.g. daily, seasonal, annual comparison).**

Upon signup, City customers will be able to personalize their profile with key attributes including household size, irrigated area, and the use of pools and appliances. In addition, City customers can control their communication preferences, and opt to receive leak alerts and other notifications via email, SMS (text message), push notification (via mobile app) and any combination of the three.

- ✓ **Ability to compare customer consumption data to similar customers.**

Social norming is a powerful technique that leverages behavior psychology to promote new behaviors and habits. Our approach is to present anonymous water use data in aggregate – no individual City customer has access to whom they are being compared. Dropcountr compares only “apples to apples”, in that only similar accounts are compared, and we also present aggregate water use data for the most efficient account cohort as an aspirational goal.

- ✓ **Provide estimated cost of water consumed based on utility prices and consumption, which the City will have access to update on an annual basis.**

Dropcountr calculates the estimated cost of water on the fly using hourly water usage data obtained via our Neptune 360 API integration. We will apply City volumetric rates to estimate cost on a rolling basis and can update these rates and tiers as they change over time.

- ✓ **Description of leak detection parameters and functionality. Additionally, the following functions would be preferred:**

- **Ability to automatically notify customer of suspected leaks, with ability to engage customer to investigate and resolve the leak, and ability to provide resolution details to City.**

Dropcountr will apply our proprietary leak detection algorithm to hourly water usage data sourced via our API integration with Neptune 360. Parameters pertaining to continuous flow and burst conditions can be fine-tuned with input from City staff. When the definition of a leak is met, automated notifications will be sent to City customers via email, SMS, and push notification – consistent with customer preferences.

Leak flags are also available to City staff in CLEAR and can be viewed in each customer account during customer service engagements, as well as leak investigation and resolution.

- ✓ **User-defined threshold limits and alerts available (e.g. leak detection, consumption).**

City customers (users) can select their preferred communication channels (email, SMS, push notification) by which they receive leak and threshold alerts.

Threshold alerts can be further customized according to financial threshold and billing period.

- ✓ **Available notification options, including:**
 - **Mapping feature with the capability to select targeted geographic areas for notifications (preferred compatibility with ESRI GIS).**

Dropcountr CLEAR includes a rich mapping interface which includes a “polygon” function for delineating geographic boundaries which select and capture customer accounts for outreach and notifications.

- **Ability to set up automatic messaging (e.g. monthly summary) by customer or utility.**

All City customers for whom an email is on file will receive an automated monthly Water Report.

- **Ability for City to send notifications to customers via multiple communication channels, including email, text/SMS and automated voice calling.**

The City will be able to send all-inclusive or targeted notifications to customers via email, SMS, and push notification via mobile app. Automated voice calling is available on other KUBRA products and will be integrated and available on Dropcountr in early 2023.

- ✓ **Ability to track users actions (e.g. email opened, link clicked, log-ins. etc.).**

To measure and continuously improve engagement, Dropcountr tracks, and records engagement metrics including message delivery, opens, and clicks. We utilize Sendgrid and Twilio to manage these communication events and campaigns. Dropcountr also records platform logins and presents an account “last logged in” via CLEAR for City staff.

- ✓ **Reports and reporting capabilities available (e.g. customer statistics, leak detection, grouping by meter type, etc.). Include length of time data can be stored, and format of exported data.**

Dropcountr CLEAR uses staff-defined filters to export raw data in .csv format. High level metrics can also be exported graphically in .jpg, .png, and .pdf to support presentations and memos.

Data is not deleted or reduced over time but will be retained for the City over the life of our project.

- ✓ **Ability to integrate with bill pay system (not planned at this time).**

Dropcountr has integrated with several bill payment platforms and can support the City in time as desired.

- ✓ **Schedule for implementation.**

Dropcountr is prepared to commence work on the program following a notice to proceed from the City.

We anticipate a public launch within 90 days of program initiation.

A representative program schedule is presented in **Exhibit B**.

- ✓ **Municipalities, etc. comparable to the City of Novi where portal has been implemented.**

References have been provided as part of the Fee Proposal.

- ✓ **Security of customers' personal information.**

Dropcountr will employ commercially reasonable data security procedures and other safeguards to protect against the unauthorized accessing, use, destruction, corruption, loss or alteration of the Platform Services and any Utility Data or Customer Data stored on Dropcountr's servers.

Dropcountr will use commercially reasonable efforts to promptly notify Utility of any material breach of security with respect to any Utility Data or Customer Data.

We would welcome the opportunity to discuss our data security practices in greater detail during a project interview.

✓ **Strategies to help promote customer engagement.**

Dropcountr leads the customer portal product category in user adoption and engagement. Our native mobile apps match customer preferences – over 90% of time spent on mobile devices is in mobile apps – not a responsive mobile browser.

Our recurring email campaigns continuously build upon early user adoption, and we offer optional welcome letters to reach City customers for whom an email is not on file.

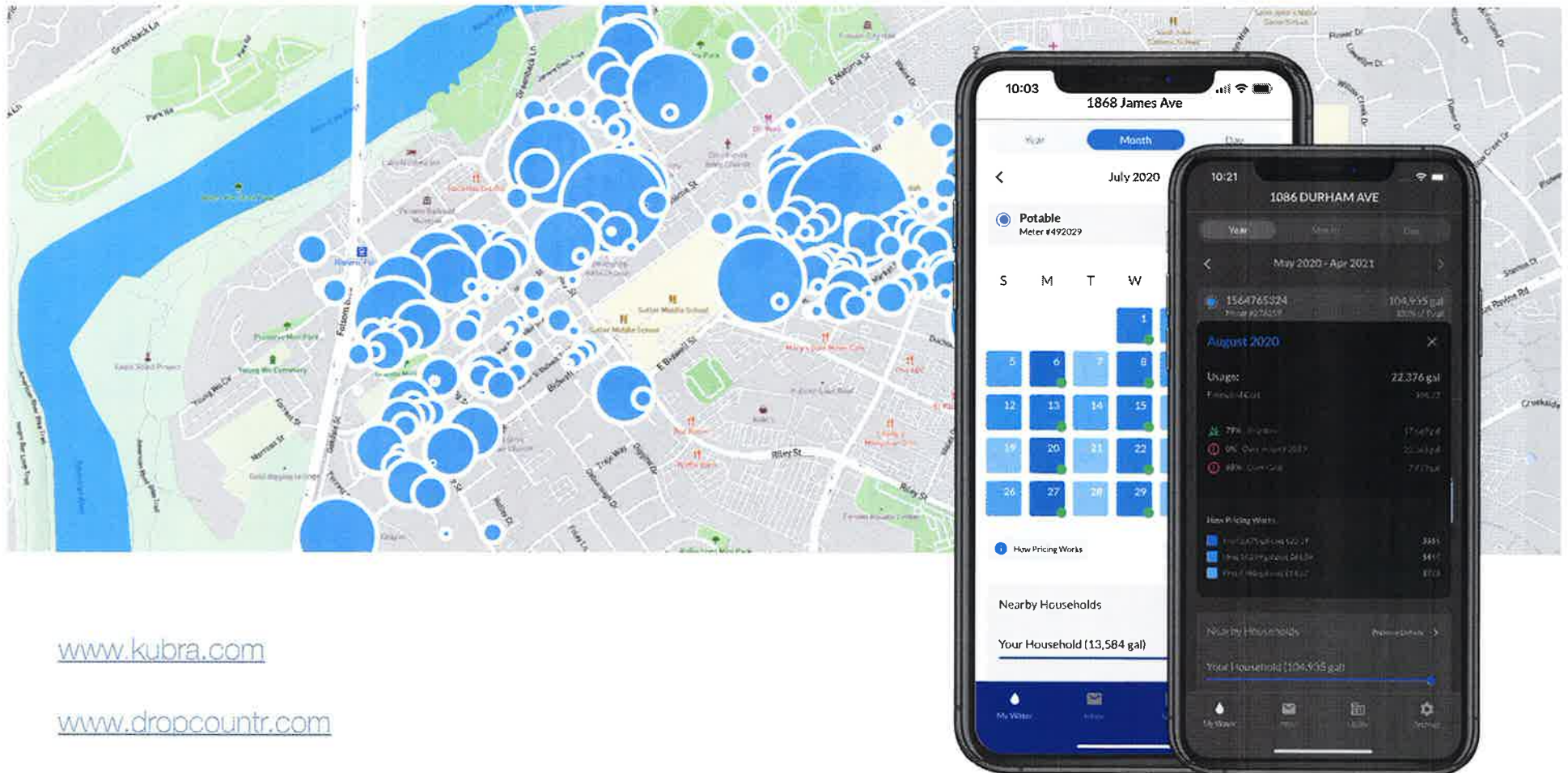


Exhibit A – Dropcountr Products & Services

dropcountr

A KUBRA® Company

Customer Portal & Utility Dashboard



www.kubra.com

www.dropcountr.com

Why Dropcountr?



Unlock the Full Value of Your AMI Investment

Hourly water data is the key to unlocking a stronger relationship with your customers.

With hourly water data, customers receive leak alerts and more closely monitor and understand how they use water.

This means more satisfied customers, and fewer high bill complaints for your customer service team.



A Customer Portal That Your Customers Will Actually Use

Mobile device use has surpassed computers, and your customers use native mobile apps from the Apple App Store and Google Play more than 90% of the time.

Dropcountr offers a true native mobile application (iOS and Android), but is also available via web browser.



Industry-Leading User Adoption and Conservation

With our consumer-centric mobile and web applications, and monthly marketing outreach campaigns, Dropcountr is the industry leader in both user adoption (over 30%) and conservation (9% on average).



No Customer Left Behind

Dropcountr is the only customer engagement platform that is ADA compliant, and is available in both English and Spanish.

Dropcountr Base Platform

CUSTOMER ENGAGEMENT & SELF-SERVICE

Dropcountr is a cloud-based customer engagement and analytics software platform for water utilities and their customers.

HOME and BUSINESS are free mobile and web apps for your customers. CLEAR is an analytics and communication dashboard for utility staff.



HOME

- ✓ iOS and Android mobile apps
- ✓ Responsive web browser experience
- ✓ Water use displayed in annual, monthly, daily, hourly intervals
- ✓ Anonymous comparison to similar homes (social norming)
- ✓ Comparison to a budget or mandate
- ✓ Multiple users per service address
- ✓ Multiple service addresses per user
- ✓ Multiple meters per service address
- ✓ Leak, budget, and emergency alerts
- ✓ Mobile push notifications
- ✓ Emails
- ✓ Curated water tips and utility rebates
- ✓ Facilitated electronic bill payment
- ✓ Dedicated Dropcountr support



BUSINESS

- ✓ Standard HOME features but with a user interface designed for non-residential accounts
- ✓ Water use is compared to similar business categories



CLEAR Utility

- ✓ Customer and meter data for all service accounts
- ✓ Customizable index and map views
- ✓ Filters to target customer groups for specific communications
- ✓ Draw shape on map to isolate accounts for review and targeted communication
- ✓ Email all service accounts or a targeted group
- ✓ Send mobile push notifications to all enabled or targeted accounts
- ✓ Export data to Microsoft Excel
- ✓ View account water use, messaging, customer service call and resolution history
- ✓ Mirrored view of customer's HOME account for customer support
- ✓ Edit or create conservation tips and current utility rebates

*Optional Irrigation Detection & Demand and other modules are available.

dropcountr
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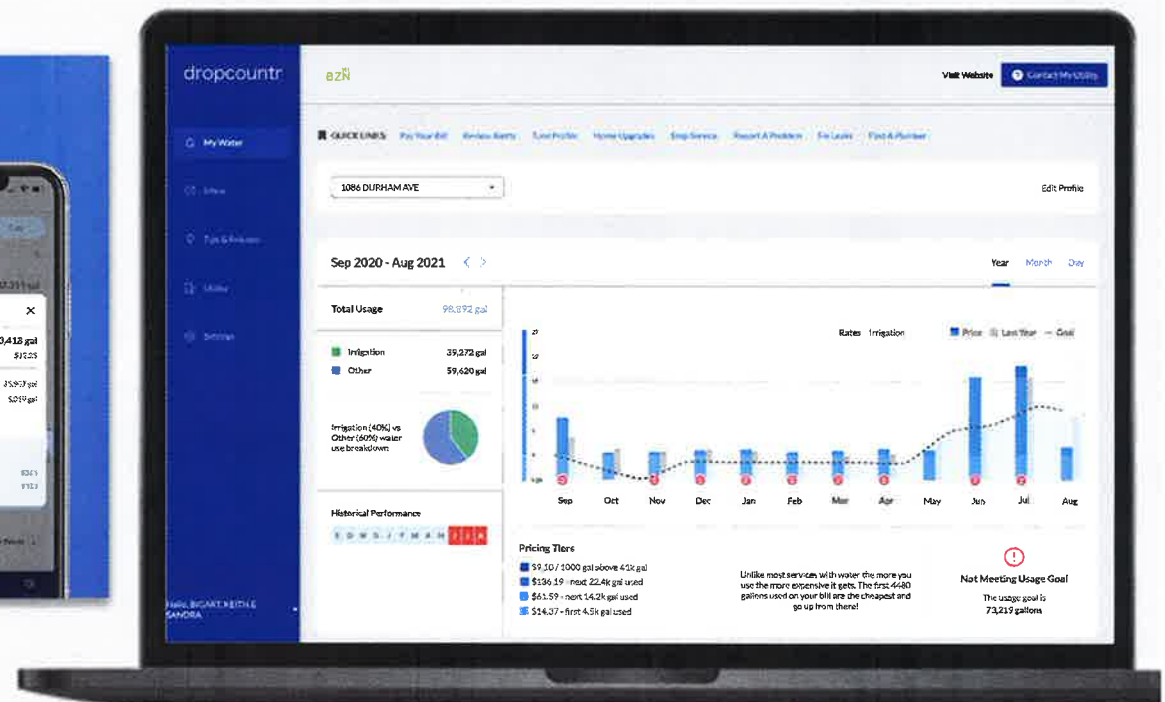
HOME & BUSINESS

FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS

Dropcountr HOME is designed to increase residential customer Water IQ. Customer account information, water use, important alerts, and electronic bill payment are all conveniently accessed on a smartphone or computer. Dropcountr HOME is intuitive, powerful, and provides timely information to empower the utility customer.

Dropcountr BUSINESS offers the same features as HOME, but with an interface and experience better suited for commercial customers.

Both HOME and BUSINESS are available as mobile iOS & Android apps, and on any internet-connected computer or smartphone,



dropcountr
A KUBRA Company

Increase Customer Water IQ

HOME & BUSINESS

Dropcountr HOME & BUSINESS are designed to first inform and educate your customers, and then empower them to manage their water use and increase self-service.

Reduce customer service call volume

Customers who have access to their information, and understand their water use are less likely to call utility staff with questions or to dispute a bill.

Stronger customer relationships for uncertain times

Rates will increase and pipes will break. Strengthen the utility-customer relationship ahead of these events, by providing customers with a free and convenient monitoring tool.

Leak alerts

Dropcountr leak detection algorithms trigger alerts to customer mobile devices and email, and are flagged for utility staff in CLEAR.

Monthly Water Use Reports

Automated monthly water use emails supplement HOME & BUSINESS on mobile and web. This monthly summary reminds users to check their account, and presents an opportunity to deliver timely and relevant utility announcements or messages.

Information Inclusivity

All customers are entitled to information that increases their Water IQ. Dropcountr is available in Spanish, and is the only water customer portal that is ADA compliant - on both mobile and web.

- Why is my bill so high?
- How much water do I use?
- How does that compare to last month?
- Do I use more than I should?
- How can I prevent leaks and water damage?
- ¿Tiene información en Español?

Rates and Tiers

Rate tiers can be confusing and lead to customer service calls. Dropcountr presents rate tiers and pricing in a simple and intuitive format.



RickEsq, 05/04/2021

Great app

This app was a lifesaver. We have a vacation property and not always there. A couple of busted sprinklers made this app indispensable. Probably saved us hundre [more](#)

dropcountr
A KUBRA Company

Targets & Social Norming

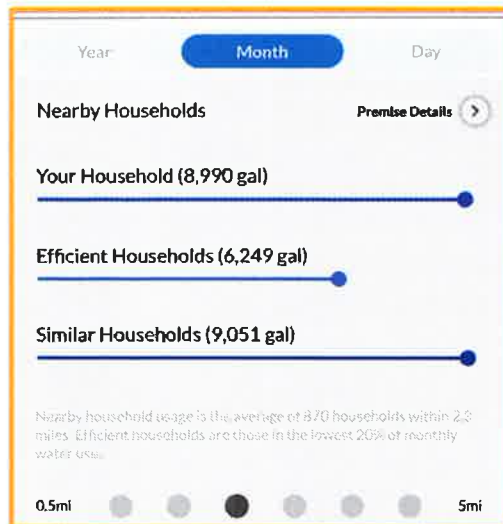
CUSTOMER ENGAGEMENT & SELF-SERVICE

Water Use Targets

We all benefit from setting a budget on certain items. Whether it's to conserve something in short supply or to avoid overspending, a target to track against our progress can help.

For each customer account, Dropcountr develops and presents a water budget, which is then compared to actual use. Our water budgeting algorithm accounts for account type, family or business size, irrigation profile, and local climate factors.

Does your state or region have water supply or demand challenges? During a drought in California, Dropcountr adjusted our budgeting algorithm to target the conservation mandate for each customer account.



Social Norming (comparing water use to similar customer accounts)

In recent years, the field of behavioral science has shown that social norms-based comparisons can change perspectives and alter behaviors.

Dropcountr leverages this social norming concept via an anonymous comparison to similar households located close by.

Our social norming algorithm prioritizes certain criteria for comparison (e.g. household occupancy, lot size, irrigation) to ensure a fair and equitable comparison.

This comparison provides important context to the water use information presented in HOME & BUSINESS, and guides customers to improve their water use efficiency.

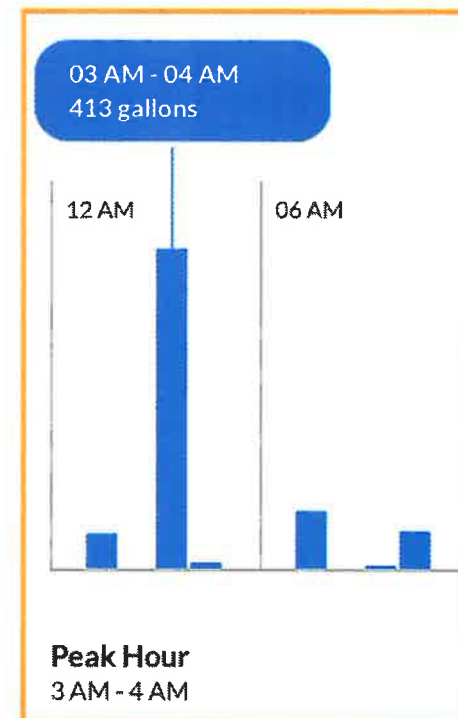
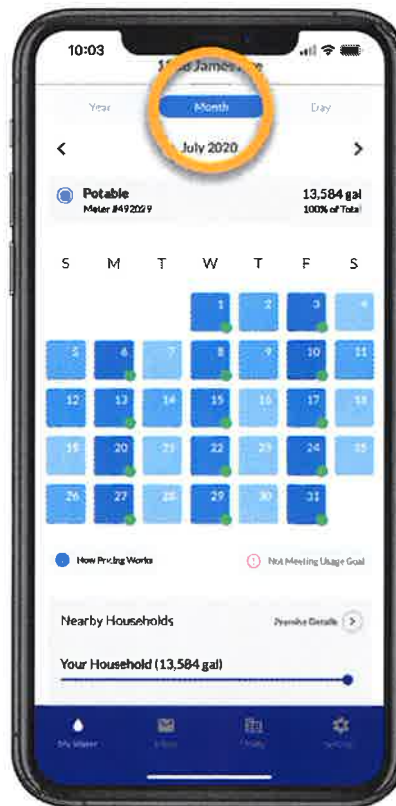


My Water Use

CUSTOMER ENGAGEMENT & SELF-SERVICE

Dropcountr HOME and BUSINESS users can view and better understand their water use by the YEAR, MONTH, DAY, and HOUR.

Select between multiple meters or review a second service address. Understand how water use relates to a bill with rate tier and pricing details.

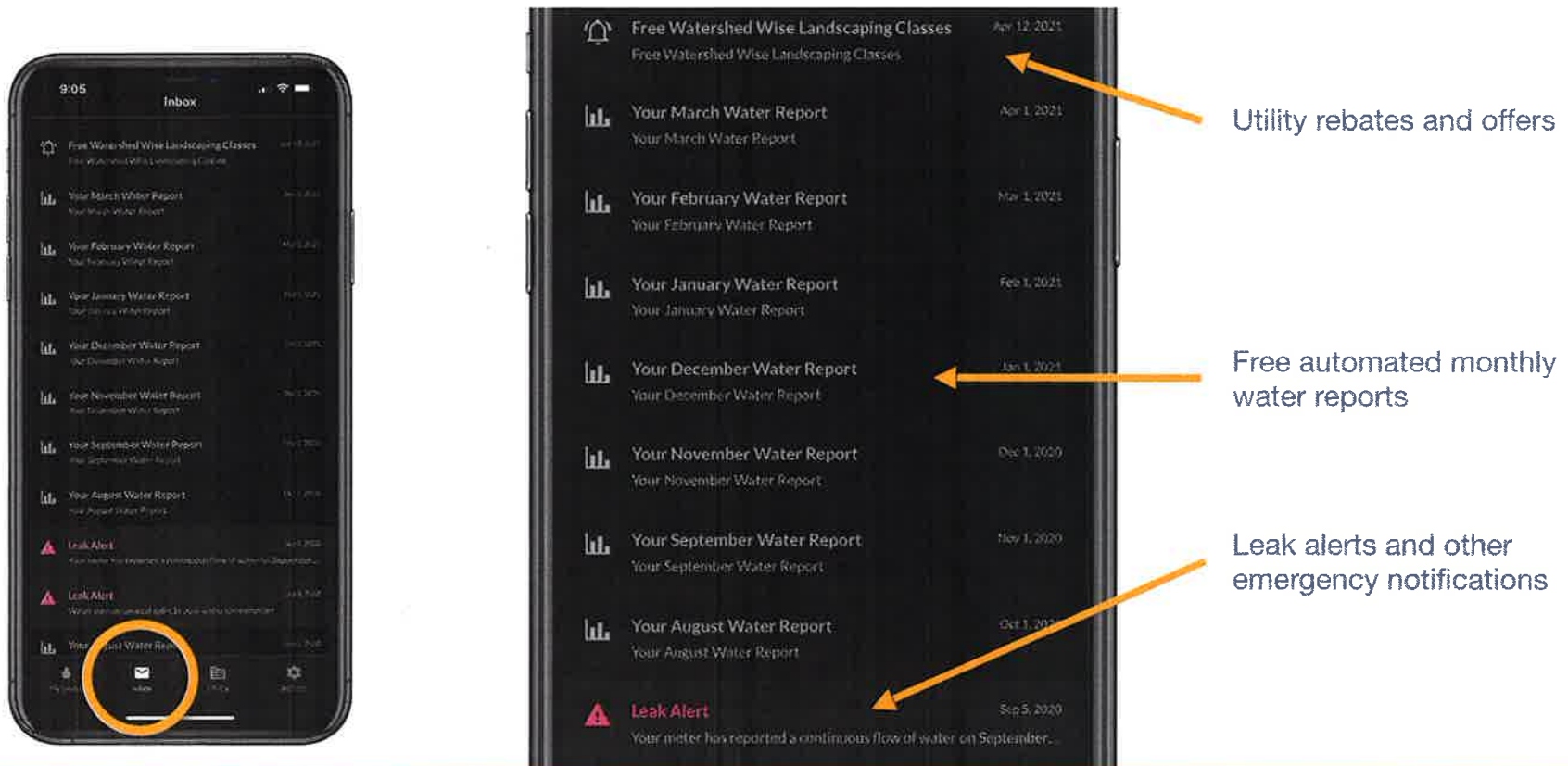


User Inbox

CUSTOMER ENGAGEMENT & SELF-SERVICE

Dropcountr HOME and BUSINESS users can store and manage all received messages and alerts in their Inbox.

Monthly water reports, rate change announcements, service outage alerts, boil water advisories, leak alerts, budget overages, and more.



Flexible Notifications

CUSTOMER ENGAGEMENT & SELF-SERVICE

Automated Notifications

Leak alerts and budget overages are sent automatically.

A free monthly water use report is also sent via email.

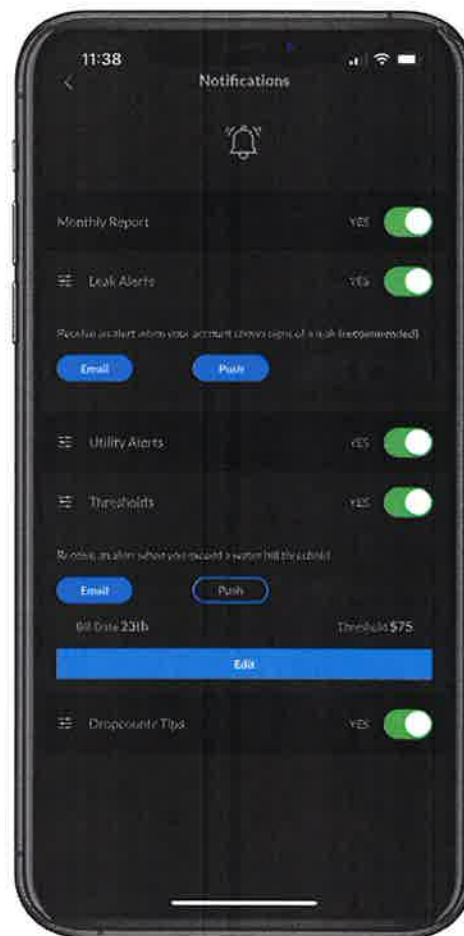
Timely Announcements

Utility staff can also send messages and notifications regarding rate changes, rebate opportunities, boil water advisories, service alerts, and more.

User-defined Message Preferences

Customers select how to receive messages in each category.

Choose one, or a combination of mobile push message app, email, text message.



LEAK ALERT VIA PUSH MESSAGE



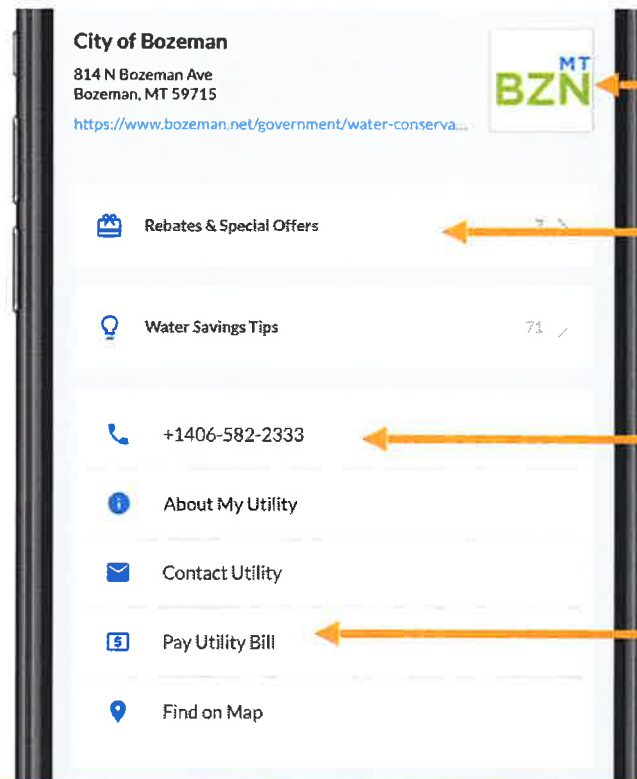
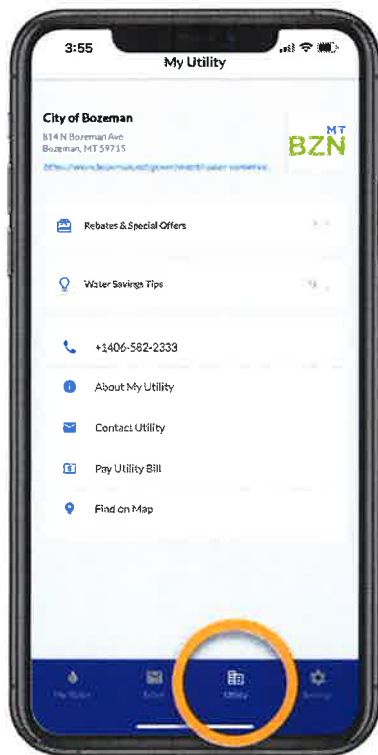
SERVICE OUTAGE NOTIFICATION

Utility Branding

CUSTOMER ENGAGEMENT & SELF-SERVICE

Dropcountr HOME and BUSINESS provide a utility-branded customer experience.

This dedicated screen provides customer access to utility contact information, one-tap connections to customer service via phone or email, while a direct link to bill payment increases electronic billing use and lowers bill delinquency rates.



Utility branding and contact info

Convenient access to curated rebates and tips

One-tap call or email for customer convenience

Increase electronic bill payment with easy access via Dropcountr

Why Native Mobile Apps Matter

CUSTOMER ENGAGEMENT & SELF-SERVICE

Companies across all industries - banks, insurance, airlines, social media - use native mobile apps to connect with and provide information to their customers.

Today's consumer prefers the convenience and portability of a smartphone over desktop and laptop computer, and picks up their device more than 150 times each day.

Dropcountr is the only customer portal to offer a native mobile app for iOS and Android in the Apple App Store and Google Play. And our industry-leading user adoption, engagement, and conservation metrics are the result.

Why native mobile apps?

- **Familiar download:** If you've downloaded apps from Facebook, Google Maps, or your bank - you can download the Dropcountr app
- **Customer preference:** over 90% of mobile device time is spent using native apps
- **Account security:** protected by device passcode and FaceID
- **Accessibility:** information and key notifications in your pocket

What about customers without a smartphone?

Dropcountr also offers the same information and experience on the web - accessible via any web browser on a customer desktop or laptop computer.

Confused by terminology?

Other customer portals claim to have a mobile app. How can you be sure?

Check your favorite App Store - you'll find Dropcountr there, and so will your customers.



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CLEAR - Utility Staff Dashboard

CLEAR ANALYTICS & COMMUNICATION

Dropcountr CLEAR is an analytics and communication dashboard for utility staff to access and visualize customer and water use data.



Utility staff use Dropcountr CLEAR to:

- Understand customer behavior and trends
- Send targeted group and personal messaging
- Automate real time alerts for leaks and system outages
- Equip staff with powerful analytics



Christina Perez
Water Management
Specialist, Folsom, CA

"I've used Dropcountr on a daily basis for the past 3 years and found it to be a critical tool in assisting our residential and commercial customers with early leak detection and conservation goals."



Customer + Service Area Segmentation

Segment your customers and service area based on events such as boil water advisories, system outages, hydrant flushing etc.



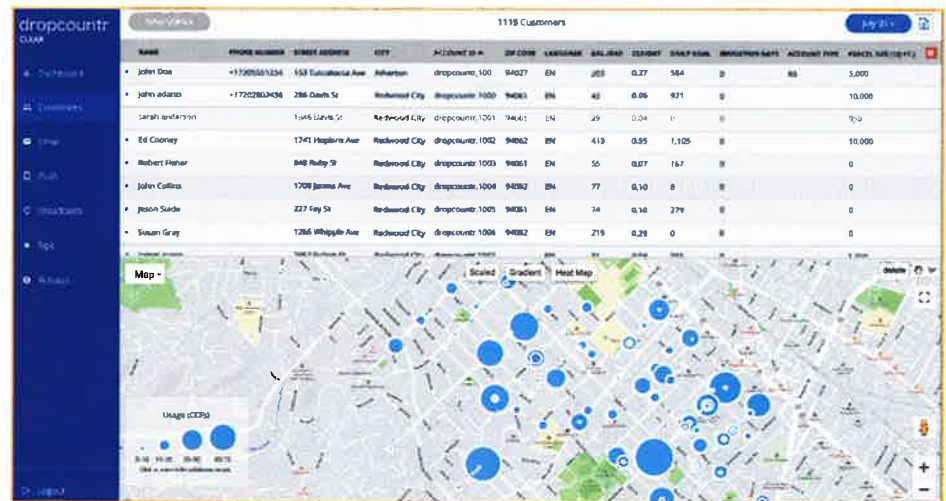
Group Messaging

Send messages to groups of customers via emails, SMS, or in-app push notifications. Monthly electronic usage reports and analytics are sent to all customers. **Email, SMS, and push notifications are part of our base services.**



Personalized Messaging

Customize your message to meet the needs of your customer. Leak alerts can be automated and customized to your needs.



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CLEAR - Common Use Cases

CLEAR COMMUNICATION TO YOUR CUSTOMERS

Use CLEAR to communicate quickly and digitally with your customers - capturing their attention with a message on their smartphone and email.

Eliminate expensive mailers and door hangers, reduce truck rolls and staff time. Use CLEAR to message the right customers at the right time.



Hydrant Flushing

Giving customers a heads up, neighborhood-by-neighborhood, week-by-week (as opposed to hoping customers see it on the news) is a good practice in keeping residents informed and reducing customer service call volume.



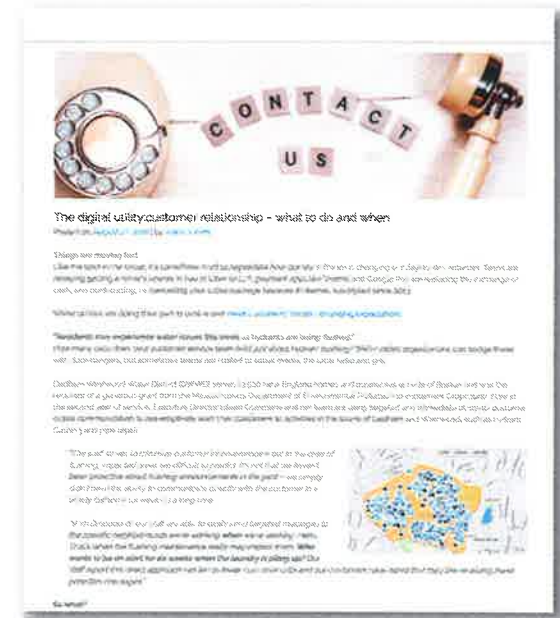
Pipe Breaks

A broken main can lead to a drop in pressure in a specific neighborhood - leading to customer service calls and complaints. Using the DRAW tool, staff can target affected customers on a map and send a message with details and contact information.



Boil Alerts

It's important to *over-communicate* in the event of a boil alert – it's not enough to hope they see the news on social media or on TV. With CLEAR, staff can send a message directly to the customer's device - letting customers know what to do, what to expect, and a timeline to be mindful of.



Hydrant Flushing

Dedham Westwood Water District, New England
Read the case study at www.bit.ly/dropdwwwd

Irrigation INSIGHT

OPTIONAL MODULE

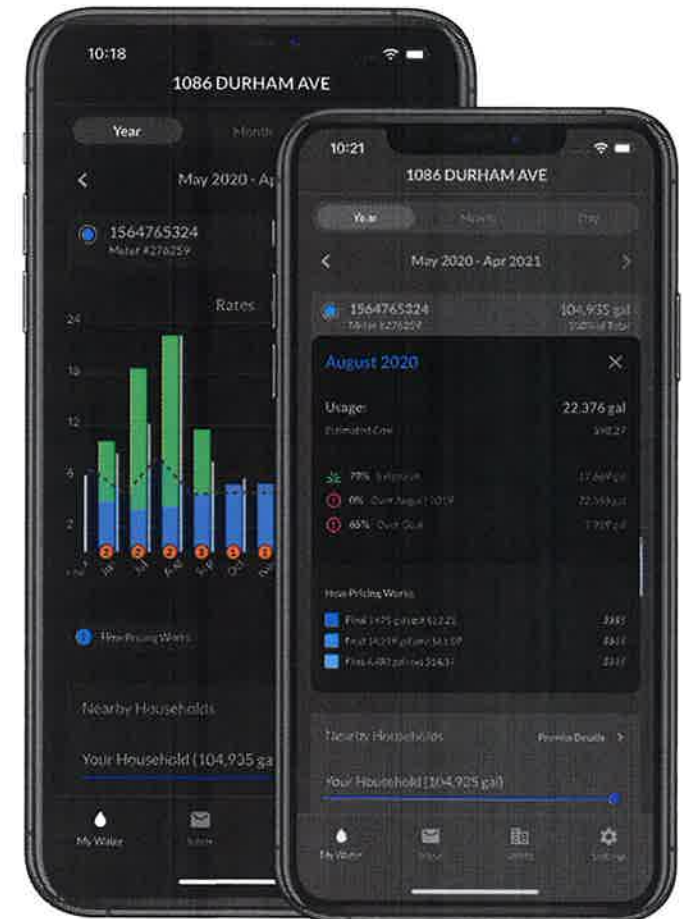
Our proprietary machine learning algorithm disaggregates irrigation water use for comparison to calculated irrigation demand for each customer account.

Features

- Machine learning identifies irrigation events and volume
- Demand function leverages local precipitation and climate data
- Rich irrigation dataset and analytics for utility staff

Benefits

- Eliminate customer blindspots on irrigation schedule and volume
- Improve customer relations and increased satisfaction
- Elevated customer Water IQ reduces service calls
- Focused and effective irrigation messaging to target customers



Track Record

CUSTOMER ENGAGEMENT & SELF-SERVICE

Since our founding in early 2013, Dropcountr has moved to bring modern tenets of technology (native mobile apps, user-centric design, cloud storage and analytics) to water utilities and their customers. Our platform and services have gained traction among large and small utilities across the U.S. and we have been fortunate to **work with progressive utilities before, during, and after their transition to AMI**. We are proud to participate in this industry and proud of our results:

- **Satisfied Utility Customers** – 88% of our end-users say that they would recommend us to others
- **Satisfied Utilities** – Increased customer satisfaction and third-party verified water savings of 9%
- **Industry Trust** – Our focused and flexible approach has resulted in some of the largest utilities in the U.S. trusting us with their customer engagement needs.



CITY OF
FOLSOM
DISTINCTIVE BY NATURE

City of
SANTA BARBARA



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Dropcountr User Reviews

APPLE APP STORE 4+ STAR RATING

X



j1852, 12/29/2020

Thank You Customer Service

Needed to switch owners of account (within same family). Contacted Customer Service and Alison addressed the issue. What was really surprising was she wanted to know if everything worked after. Wow, a company that cares about their customer. Very refreshing!

Now for the app. This is a fantastic app that alerts me to any potential water problem sooner than the few days it usually takes the local water department to notify me of a problem (specifically over a weekend). This is nice insurance for a second property that is not 100% occupied. I hope my primary living city offers this to their customers soon.

X



Raiderswill, 08/20/2020

Phenomenal App!

I love this app and the developer. It has so many data points and it helped me figure out a major leak at my house. It literally saved me \$15 a month in water fees and from a free app. Every city utility should provide this to their customers, especially with our focus on water consumption and waste. Also, when I have a question about how the program works or calculates usage, their customer service responds every time. Thank you for your product.



RickEsq, 05/04/2021

Great app

This app was a lifesaver. We have a vacation property and not always there. A couple of busted sprinklers made this app indispensable. Probably saved us hundreds of dollars.

X



aeb949, 01/13/2021

Great app for water conservation!

Love being able to track my usage and get leak alerts. I was surprised how much water I was using, especially with my sprinklers this past summer. We've been able to get our usage down thanks to using Dropcountr!

X



Papaversomni, 12/28/2020

Water Monitoring App

This app info was sent to me by my water company. I've set it up on my phone & it works perfectly. I can now easily monitor our water usage & compare it to the average use of my neighbors.

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Exhibit B – Sample Dropcountr Program Schedule

