

COPY

EXHIBIT 403 - B
SFID # 52556
Customer # 7514
Sales Order # 66065

SCOPE OF WORK NO. 1
TO THE MASTER SERVICES AGREEMENT BETWEEN
UTILITY SERVICE CO., INC.
AND
RAYTOWN WATER COMPANY, MO

METER MAINTENANCE PROGRAM

1. **Effective Date.** The parties agree that this SOW1 is contingent upon approval from the Missouri Public Service Commission. This SOW1 shall become effective upon approval from the Missouri Public Service Commission, or 90 days from the date of execution, whichever occurs first ("Effective Date"). The Effective Date for this Scope of Work No. 1 shall be defined in a written amendment to be signed by both parties. Should approval by the Missouri Public Service Commission take longer than 90 days, the fees in this SOW1 are subject to change and Company shall have the unilateral right to terminate this SOW1 upon written notice to Owner.
2. **Term.** This SOW1 shall commence on the Effective Date and shall continue in full force and effect for a period of fifteen (15) years ("Term"), unless terminated as set forth in Section 9 of the Master Services Agreement.
3. **Description of Meter Maintenance Program and Company's Obligations.** The Meter Maintenance Program shall consist of two phases: an initial deployment phase and a maintenance phase. This SOW1 outlines the Company's responsibility for deployment, commissioning and maintenance of a Meter Maintenance Program. The Company shall provide all labor, equipment, and materials and use proprietary technology and know-how to complete installation for the Meter Maintenance Program.
 - a. The Company shall supply and install water meters ("meters") at locations throughout the Raytown Water Company. The meters supplied will be in the following quantities by size:

Meter Size	Quantity
5/8" x 3/4"	6527
1"	157
1-1/2"	46
2"	68
3" Turbine	11
4" Turbine	1
6" Turbine	1

The residential and light commercial meters will comply with the following specifications:

- All meters shall meet or exceed the latest version of the American Water Works Association Standard C700 or C710 for displacement type cold-water meters.

- All materials used in the construction of the main cases shall have sufficient dimensional stability to retain operating clearances at working temperature up to 105 degrees Fahrenheit.
- The meter serial number shall be stamped on the main case of the meter.
- Measuring chambers shall be made of a suitable engineered plastic as described in AWWA C700 or C710.
- The measuring chamber shall employ a stainless-steel shaft for the drive magnet.
- The measuring chamber drive magnet shall be encapsulated in plastic.
- The measuring chamber shall incorporate a locating device that aligns to the main case of the meter to ensure proper chamber orientation and alignment.
- The measuring chamber shall be locked into place with a chamber retainer.
- All meters shall be 100% factory tested for accuracy and have the factory test results provided with each meter.

The commercial meters will comply with the following specifications:

- Shall meet or exceed all requirements of ANSI/AWWA Standard C701, C702, or C715 for Class II turbine, compound, electromagnetic, or ultrasonic meters. Each meter assembly shall be performance tested to ensure compliance.
 - The meter main case shall be stainless steel, bronze or epoxy coated ductile iron composition.
 - The meter package shall meet or exceed all requirements of NSF/ANSI Standard 61 or NSF/ANSI Standard 372.
 - All materials used in the construction of the main cases shall have sufficient dimensional stability to retain operating clearances at working temperature up to 105 degrees Fahrenheit.
 - The meter serial number shall be stamped on the main case of the meter.
 - All meters shall be 100% factory tested for accuracy and have the factory test results provided with each meter.
 - Meters shall be pressure tested to ensure against leakage.
- b. The company will supply and install 6811 Advance Metering Infrastructure (AMI) water modules ("AMI Modules") which meet the following specifications:
- The AMI Module shall be capable of receiving meter data from the meters described above.
 - AMI Module meters/service and other related endpoint devices shall be capable of being configured to communicate with the installed Data Collector Units ("DCUs").
 - The AMI Module shall communicate using licensed 450 MHz band, certified to comply with FCC Part 90 rules.
 - The AMI Module shall be designed and built for installation in outdoor water meter boxes
 - Water endpoint devices shall be housed in a single package design designed for rugged, harsh environments and capable of complete submersion in water without damage.

- The AMI Module must function accurately and not be damaged over an operating temperature range of -40 deg. C to +70 deg. C.
 - The AMI Modules shall be designed to operate in the above conditions and have an estimated battery life of 15 years.
 - Battery life data shall be transmitted alerting of low battery levels for preemptive maintenance.
 - The AMI module shall have the capability to receive and process commands from the host system for all firmware updates to eliminate the need to manually perform the update function at each locale.
 - The AMI Module shall employ actionable reports/alerts, to include:
 - Tamper Alert or Meter disconnected
 - Bad Read - ? or – marks
 - Small Leak Detected
 - Large Leak Detected
 - No Flow detected – Specific period of time set in the host software
 - Reverse Flow / Backflow
 - High Flow Rate Detected – Specifics set in host software
 - Battery Health
 - Each AMI module's clock date & time settings shall be updated to match reference date & time that shall be regularly provided to the meter via the Host Software, defined below.
- c. During the initial deployment phase, if the number of installed meters found exceed the meter quantities as detailed above in Section 3a., the Company will notify the Owner of this change in writing. The Company will supply and install water meters and AMI Modules at these additional locations, unless the Owner declines the additional meter quantities in writing to Company's Project Manager, prior to start of work. The Owner will have the choice to pay for the additional work separately as a one-time charge, or have the Investment Fee and the Maintenance Fee updated to reflect the new cost of service. If the number of installed meters and AMI modules found are less than the meters and AMI modules quantities as detailed above, the Company will notify the Owner of this change in writing. The Company will reimburse the Owner the cost of the meters and AMI modules less a restocking fee. If the Owner elects to keep a portion or all of said meters and AMI modules, the Owner shall notify the Company in writing. No reimbursement to the Owner shall be made on any meters and AMI modules the Owner elects to keep. The kept meters and AMI modules shall be delivered to the Owner.
- d. The company will supply and install twelve (12) Data Collector Units (DCU), based on the Propagation Study attached hereto as Exhibit 1 and incorporated herein by reference. The DCUs will comply with the following specifications:
- The DCUs shall be battery powered with either AC or solar powered battery charger, which communicates in the licensed 450 MHz range with all the AMI modules in its assigned area.
 - The DCUs shall communicate to the Network Control Center (NCC) via a universal wide area network (WAN) connection, such as GSM/GPRS cellular, Ethernet or fiber to allow communication with the Host Software.
 - The DCUs shall collect and aggregate the stored meter data from all the AMI Modules in its zone a minimum of once per day and upload the

- information to the Host Software a minimum of once per day providing interval reads from each AMI module as programmed.
- The Host Software shall allow self-diagnosis of any problems associated with the back haul of the communication system and the ability to automatically seek an alternate communication path if initial daily or real-time upload is unsuccessful.
 - The DCU shall have the ability to time synchronize all devices to within 5 seconds once per day and allow daily upload of meter data and system health checks is required.
 - The DCU shall allow remote firmware and software upgrades.
- e. The Company will assist the Owner with the preparation of a license application for submittal to the Federal Communications Commission for the issuance of a license which would allow the Owner to operate the AMI system within the utility service territory of the Owner. The Company cannot guarantee the issuance of a license by the Federal Communications Commission, and the Company shall not be liable to the Owner for any damages in the event that the license is not issued; however, if the license is not issued, the Owner shall pay the Company for all Services performed/completed prior to the Federal Communications Commission's decision not to issue the license.
- f. The Company shall provide the Owner with accessibility to a managed hosting service, which will include monitoring services and backup services, installation of security patches and various levels of technical support. The hosted solution shall utilize a secure web-based application.
- g. The Company will provide a hosted software system ("Host Software") with the following capabilities:
- The Host Software shall act as the central collection point for the data within the system. The server collects data from all of the DCUs and stores the gathered data in a secure database. Once data is stored and analyzed on the server, the data shall be available for display via an easy to use web based graphical interface. Access to the data shall be provided to the Owner by means of a user name and password.
 - The data will be available via a user interface that will allow for analysis, as well as bill generation.
 - The Host Software shall manage and archive data for five years such that it can be accessed by any Owner computers, handheld devices remotely via the web.
 - Using information from alerts uploaded in the data, the Host Software shall have the ability to generate user specific reports for each status code, configured by the User Interface.
- h. The Company will establish and maintain communications service between the DCUs and the Host Software.
- i. The Company will provide the Aclara Adaptive Consumer Engagement (Aclara ACE®) platform.

- j. The Company shall supply and deliver the AMI System components identified herein, including training and ensuring the proposed AMI system is operational prior to full deployment. This includes the development of an exporting interface to the utility billing system and functional testing of the system.
- k. The Company's project manager shall oversee the execution of all aspects of the project and provide regular progress reports to the Owner.
- l. The Company will provide installation of water meters and AMI modules per the following process:
 - Safely remove meter box cover and verify meter number.
 - Attempt to notify resident if they are home. If there is no answer, check to see if meter is turning. If turning, come back later or wait a few moments to see if meter stops turning.
 - Turn curb stop off.
 - Record final reading from old meter.
 - Remove old meter.
 - Install new meter and washers.
 - Open resident's spigot(s) to flush air and debris from house line.
 - Turn curb stop on.
 - Verify the new meter is turning.
 - Install new radio transmitter by connecting wires.
 - Program AMI module per manufacturer's procedures
 - Remove all trash and debris and leave job site in the same condition in which it was found.
 - Record GPS location of water meter.
 - Replace meter box cover.
 - Reinstall meter box cover. If the meter box cover does not allow for the transmission of the RF signal, the cover shall be replaced with an RF friendly cover.
 - When a meter exchange is completed, all components within the meter box shall be in working order with no leaking components and the meter turning as designed. Meter box shall be free of debris or trash.
- m. The Company will:
 - Schedule warranty service work two weeks in advance with Owner verification of sufficient replacement hardware.
 - Provide 98.5% read rate over a three-day period.
 - Schedule field service to maintain 98.5% read rate over a three-day period.
 - Provide replacement hardware of any component, detailed above, which fails, except as detailed in Section 8 of this SOW1

4. Owner's Obligations.

- a. Owner shall verify all water meter pit boxes are clean and in good condition including but not limited to exposing the circumference of both couplings and dirt removal to the bottom of the water meter.

- b. Owner is responsible for any plumbing changes required for the installation of the water meters including but not limited to repairing or replacing galvanized, polybutylene, and/or lead pipes and misaligned meter boxes.
- c. Owner shall verify that all meter isolation/pit valves are in good working order, providing a complete shutoff.
- d. Owner shall provide access to Owner's public buildings and water tanks as necessary in order to install DCUs. If the DCU's cannot be located in public buildings or on public water tanks, the Owner shall be responsible for: (i) managing the site acquisition process and securing location(s) for the installation of DCUs and (ii) any related site acquisition expenses (if applicable). For the avoidance of doubt, the "site acquisition process" shall include, but not be limited to, negotiating and executing agreements for the purchase or rental of real property, including poles, and electrical power, for the installation of DCUs on the site, and "site acquisition expenses" shall include the purchase price and/or rental payments made to acquire or lease the installation site(s) including poles and electrical power over the Term of the Agreement. The Owner will be responsible for working with the Company and its installation subcontractor to provide access to DCU installation locations, including any locked or secured areas, or the roofs of any buildings where a DCU is installed. The Owner will supply an escort to these locations should it be required.
- e. The Owner shall cooperate and ensure that we have access to the water meter boxes for installation and/or maintenance of meters. Owner must provide any necessary written notice(s) to the Owner. The Owner will cooperate with Company to use any of their facilities (in a nonintrusive manner) to effectively install any equipment necessary for the metering service.
- f. The Owner will have to provide all of the information and support needed so that the Company can efficiently and effectively implement the AMI system export interface to the Owners billing system.
- g. During the initial deployment phase, if the Company finds that the Owner was not able to fulfill above obligations 4a, 4b and/or 4c, the Company will continue to supply and install water meters and AMI Modules at these locations, unless the Owner declines this service in writing to the Project Manager, prior to start of work. The Owner will have the choice to pay for this additional work separately as a one-time charge, or have the Investment Fee and the Maintenance Fee updated to reflect the new cost of service.
- h. Owner agrees to keep one percent of the total number of installed AMI Modules in stock (minimum ten modules) for exclusive use by the Company for performing warranty replacement work.
- i. Owner agrees to maintain sufficient replacement hardware including spare water meters and water meter registers.
- j. Owner is aware that insufficient replacement hardware for warranty service could lead to delays in service.

5. **Software License.** This Section sets forth the terms and conditions of the license for the Host Software ("Software") provided to Owner. Company and its suppliers grant to Owner a limited, nontransferable, non-exclusive and perpetual license to use the Software in object code form on a single central processing unit or computer network owned or leased by Owner or otherwise embedded in equipment provided by Company's supplier, solely in connection with the Owner's business operations. Owner may not modify or change the Software.

No right, title, or license in the Software shall transfer to the Owner, including any of Company supplier's trademarks, copyrights, patents, trade secrets, trademarks or other intellectual property rights embodied therein or used in connection therewith. The Owner is expressly prohibited from sublicensing, selling or otherwise transferring any of the Software. The Owner is required, as soon as practically possible, to notify Company and Company's supplier of any actual or suspected infringement of all or any part of the Software. The Software may be used only for the Owner's own business and the Owner shall not permit any parent, subsidiary, affiliated entity or third party to use the Software. The Owner may make one archival copy of the object code for the Software, provided that the copy shall include the copyright and other proprietary notices found herein.

Company's supplier owns all proprietary rights, including patent, copyright, trade secret, trade name, trademark, service mark, logo, and other proprietary rights, in and to the Software, the training and instructive materials, and any corrections, bug fixes, enhancements, derivative works, updates or other modifications, including custom modifications, of or to the Software and the training and instructive materials related thereto, whether made or created by Company's supplier, Company, the Owner or any third party. Except as expressly agreed by Company's supplier and Company in a signed writing, all rights in and to Company's supplier's intellectual property are expressly retained by Company's supplier. Except as expressly set forth herein, no license or right related to Company's supplier's intellectual property shall be deemed to be granted to Company, the Owner or any third party.

Only Company's supplier or its authorized agents shall have the right to alter, maintain, enhance, customize, or otherwise modify the Software. Company' supplier shall not be responsible for any malfunction, error, or failure of the Software resulting from any alteration, maintenance, enhancement, customization or modification performed by the Owner or any unauthorized third party. The Owner shall not disassemble, decompile, reverse engineer, reverse assemble, reverse compile or make extracts from the Software or create any derivative works or similar methods therefrom or permit others to do so.

Restrictions on Use.

Licensing parameters. The Owner's use of the Software is restricted to theses Licensing Parameters. Use of the Software outside the Licensing Parameters is subject to the express written consent of Company and Company's supplier and the payment of all required additional fees.

1. Technology System

- a. The Owner may not rent the Software or use the Software on a time share basis. This restriction is specifically applicable to any service or service bureau arrangement to which the Owner is, or may be, a party. The Owner shall not directly or indirectly, make the Software available to others.

- b. If the Owner has a Multi-Utility license, the Owner's use of the Software and training and instruction materials is restricted to (i) the Owner's internal use solely in connection with the Owner's use of Company's Technology System and to (ii) the Owner's use in providing meter reading services to its customer/utilities utilizing Company's Technology System.
 - c. The customer/utilities to which the Owner may provide such services are limited to those that shall be identified as the Attachment A of this SOW1. It is the obligation of the Owner to update such list no less frequently than annually.
- 2. Alteration. The Owner's use of the Software is limited in that the Owner is prohibited from altering, attempting to reverse engineer, attempting to decompile, or creating or attempting to create a derivative work from the Software.
- 3. Copies
 - a. The Owner's use of the Software is limited in that it may not copy the Software except for:
 - i. Use in the computer equipment of Company or Owner in which the Software is loaded and such additional equipment as Company and Owner may from time to time designate in writing;
 - ii. Back up purposes; and
 - iii. Archival purposes.
 - b. All such copies shall include any copyright notices appearing in the Software.
 - c. The Owner shall have the right to copy and modify the Software training and instruction materials to coordinate these materials with the Owner's own internal training and working procedures. Company and Company's suppliers shall have no liability or obligation to the Owner with respect to any modified training and instruction materials, and any additional costs incurred by Company or Company's supplier in the integration of maintenance changes caused by such modifications shall be reimbursed to Company by the Owner.
- 4. Compliance with Laws. The Owner's use of the Software is limited in that it must use the Software and the training and instruction materials in accordance with all applicable laws and regulations of the United States and the Federative Republic of Brazil.
- 5. Used on Designated Equipment. The Owner's use of the Software is restricted to use on the Designated Equipment, defined as the computer equipment of Company or Owner in which the Software is loaded and such additional equipment as Company and Owner may from time to time designate in writing. Should the Owner desire to transfer the operation of the Software to a computer other than the Designated Equipment, the Owner shall notify Company and Company's supplier upon such transfer. Such computer must meet the required specifications of the Designated Equipment. Under no circumstance may the Software be used for production purposes on other than the Designated Equipment.
- 6. Temporary Use. Without notice to Company or Company's supplier, the Owner may temporarily transfer the operation of the Software to a backup computer if the Designated Equipment is inoperative due to malfunction, or during the performance of preventative maintenance, engineering changes or changes in features or model until the Designated Equipment is restored to operative

status and processing of the data already entered into the back up computer is completed.

IN NO EVENT WILL COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF COMPANY OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall Company's or its suppliers' liability to Owner, whether in contract, tort (including negligence), or otherwise, exceed the price Owner paid.

This License is effective until this SOW1 is terminated as set forth in Section 9 of the Master Service Agreement. Additionally, Company may terminate this License immediately upon notice to Owner. This License will terminate immediately without notice from Company if Owner fails to comply with any provision of this SOW1, to include nonpayment or violation of the terms of use in effect from time-to-time during the term of this SOW1. Upon termination of this License, Owner must return or destroy all copies of Software.

This License shall be governed by and construed in accordance with the laws of the State of Georgia. If any portion hereof is found to be void or unenforceable, the remaining provisions of this License shall remain in full force and effect. This License constitutes the entire License between the parties with respect to the use of the Software.

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6. **Fees and Payment Terms.** For the performance of the Services, Owner shall pay Company in accordance with the terms of this Section 6. The fees paid shall constitute the full and complete compensation to Company for the Services performed pursuant to this Agreement. The Meter Maintenance Program is estimated to be deployed within twelve months of execution of this Agreement. The five (5) investment fees ("Investment Fees") shall be payable based on the achievement of the applicable milestone ("Milestone") in the Project Milestone Table below:

Project Milestone		Investment Fees		
Month	Milestone	%	Amount	Total
1	30 days after Effective Date	30%	\$1,161,015.00	\$1,161,015.00
4	Collectors installation	30%	\$1,161,015.00	\$2,322,030.00
7	Meter/transmitter Procurement	15%	\$580,507.50	\$2,902,537.00
10	Meter/Transmitter installation 50% completed	10%	\$387,005.00	\$3,289,542.50
15	Final Completion	15%	\$580,507.50	\$3,870,050.00
	Total		\$3,870,050.00	

Project Milestone	Description	Deliverable
30 days after Effective Date	30 days after amendment defining Effective Date has been signed by both parties.	Amendment defining Effective Date signed
Collectors installation	All collectors have been installed and commissioned for communication to the headend. DCU records sent via the backhaul to the headend for confirmation.	Collectors Test Report
Meter/transmitter procurement	All installation equipment and material has been procured and Meter/Transmitter installation is ready to begin	Project Report with Installation Plan
Meter/transmitter installation 50% completed	50% of meter / transmitter installations have been completed	Reception report from Headend Software
Final completion	Installation has been completed with billing using first month of AMI data	First AMI Status report including check list

- a. Each of the five (5) Investment Fees, plus all taxes if applicable, shall be properly due and payable immediately by the Owner following the Company's satisfaction of each applicable Milestone set forth above. Owner agrees to pay the applicable Investment Fee to the Company immediately following the receipt of a properly due and payable invoice, which shall follow the Company's completion of the applicable Milestone. In the event that Owner disputes an invoice amount, both Parties shall work together in good faith to

resolve the dispute under the terms of the Master Services Agreement. If there is a good faith dispute with regard to a portion of an invoice, Owner will provide notice and detail of the dispute within ten (10) days of Owner's receipt of such invoice, and Owner will pay the undisputed portion as provided in this Agreement. Upon resolution of the dispute under the terms of the Master Services Agreement, any amount owed by Owner shall be immediately paid to the Company

Owner has chosen to finance the Investment Fees through Government Capital, and Owner hereby guarantees to use the full amount financed through Government Capital for the Investment Fees under this SOW1. Owner shall not divert funds from the Government Capital-financed funds into any other project or fund.

7. a. The annual maintenance fees ("Maintenance Fees") shall be in addition to the Investment Fees and shall be payable each Contract Year during the Term of this SOW1. The Maintenance Fee for Contract **Year 1** shall be **\$98,975.00**; however, at each anniversary date, the annual Maintenance Fee shall be adjusted to reflect the current cost of service. The adjustment of the annual Maintenance Fee shall be limited to a maximum of 5% per annum. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this SOW1.

b. **Adjustment to Investment and Maintenance Fee:** The Investment fee and Maintenance Fee shall be adjusted to reflect any additional cost of services incurred under 3.c. and 4.g. above. This fee adjustment shall be in the form of an amendment to this SOW1.

c. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Section 6. Furthermore, if the Owner elects to terminate this Agreement prior to remitting all five (5) Investment Fees for any reason, then the contract price for the work completed in the initial deployment phase plus any outstanding Maintenance Fee(s) through the termination date shall be due and payable within thirty (30) days of the issuance of the termination notice.

8. **Limited Warranty.** NEW EQUIPMENT (EXCLUDING PIT LIDS, REMOTE DISCONNECT VALVES AND LEAK DETECTION SENSORS) SUPPLIED BY THE COMPANY IS WARRANTED TO BE FREE FROM MATERIAL DEFECTS AND WORKMANSHIP UNDER NORMAL USE AND SERVICE. THE COMPANY'S OBLIGATION UNDER THIS WARRANTY IS LIMITED TO REPAIRING OR REPLACING, AT THE COMPANY'S OPTION, ANY PART FOUND TO THE COMPANY'S SATISFACTION TO BE SO DEFECTIVE.

THIS WARRANTY DOES NOT COVER DAMAGE RESULTING FROM MISUSE, ACCIDENT, NEGLIGENCE, ABUSE, ALTERATION, VANDALISM, OR WILDLIFE (INCLUDING, BUT NOT LIMITED TO, INSECTS, BIRDS, RODENTS, SNAKES, VERMIN, OR OTHER ANIMALS), OR FROM IMPROPER OPERATION, MAINTENANCE, ALIGNMENT, MODIFICATION, OR ADJUSTMENT. IF OWNER OR OTHERS REPAIR, REPLACE, OR ADJUST EQUIPMENT OR PARTS WITHOUT THE COMPANY'S PRIOR WRITTEN APPROVAL, THE COMPANY IS RELIEVED OF ANY FURTHER OBLIGATION TO THE OWNER UNDER THIS SECTION WITH RESPECT TO SUCH EQUIPMENT OR PARTS.

THIS WARRANTY DOES NOT COVER LABOR FOR ON-SITE REPAIR, REMOVAL, INSTALLATION, RE-INSTALLATION, OR REPLACEMENT OF EQUIPMENT, WHICH

INCLUDES, BUT IS NOT LIMITED TO: WATER METERS, AMI MODULES, AND/OR REMOTE SHUTOFF VALVES. IF OWNER OR A THIRD PARTY REPAIRS, REPLACES, OR ADJUSTS ANY EQUIPMENT WITHOUT THE COMPANY'S PRIOR WRITTEN APPROVAL, THE COMPANY IS RELIEVED OF ANY FURTHER OBLIGATION TO THE OWNER UNDER THIS SECTION WITH RESPECT TO SUCH EQUIPMENT.

THE COMPANY'S LIABILITY FOR BREACH OF THESE WARRANTIES (OR FOR BREACH OF ANY OTHER WARRANTIES FOUND BY A COURT OF COMPETENT JURISDICTION TO HAVE BEEN GIVEN BY THE COMPANY) SHALL BE LIMITED TO: (A) ACCEPTING RETURN OF SUCH EQUIPMENT AND (B) REFUNDING ANY AMOUNT PAID THEREON BY THE OWNER (LESS DEPRECIATION AT THE RATE OF 15% PER YEAR IF THE OWNER HAS USED EQUIPMENT FOR MORE THAN THIRTY [30] DAYS), AND CANCELING ANY BALANCE STILL OWING ON THE EQUIPMENT AND (C) IN THE CASE OF SERVICE, AT THE COMPANY'S OPTION, REDOING THE SERVICE, OR REFUNDING THE PURCHASE ORDER AMOUNT OF THE SERVICE OR PORTION THEREOF UPON WHICH SUCH LIABILITY IS BASED. THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN LIEU OF ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF THE COMPANY WHETHER A CLAIM IS BASED UPON NEGLIGENCE, BREACH OF WARRANTY, OR ANY OTHER THEORY OR CAUSE OF ACTION. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND. FOR PURPOSES OF THIS SECTION, THE EQUIPMENT WARRANTED SHALL NOT INCLUDE EQUIPMENT, PARTS, AND WORK NOT MANUFACTURED OR PERFORMED BY THE COMPANY. WITH RESPECT TO SUCH EQUIPMENT, PARTS, OR WORK, THE COMPANY'S ONLY OBLIGATION SHALL BE TO ASSIGN TO THE OWNER THE WARRANTIES PROVIDED TO THE COMPANY BY THE MANUFACTURER OR SUPPLIER, IF ANY, PROVIDING SUCH EQUIPMENT, PARTS OR WORK. NO EQUIPMENT FURNISHED BY THE COMPANY SHALL BE DEEMED TO BE DEFECTIVE BY REASON OF NORMAL WEAR AND TEAR, OWNER'S FAILURE TO PROPERLY STORE, INSTALL, OPERATE, OR MAINTAIN THE EQUIPMENT IN ACCORDANCE WITH GOOD INDUSTRY PRACTICES OR SPECIFIC RECOMMENDATIONS OF THE COMPANY, OR OWNER'S FAILURE TO PROVIDE COMPLETE AND ACCURATE INFORMATION TO THE COMPANY CONCERNING THE OPERATIONAL APPLICATION OF THE EQUIPMENT.

9. **Liability Limit.** Notwithstanding any contrary provision(s) contained in the MSA and this SOW1, the liability limit of the Company, its affiliates, agents, and employees under the MSA and this SOW1, whether based in contract, warranty, tort (including negligence), strict liability or otherwise shall not exceed in the aggregate a sum equal to one hundred percent (100%) of the total of all Maintenance Fees paid by the Owner to the Company over the 15-year term of this SOW1.

SIGNATURE PAGE TO FOLLOW

The Parties hereby execute this SOW1 by their duly authorized representatives as of the date(s) set forth herein below.

OWNER

Raytown Water Company

By: Neal Cleworn

Name: NEAL CLEWORN

Title: PRESIDENT

Date: 9-2-2021

COMPANY

Utility Service Co., Inc.

By: [Signature]

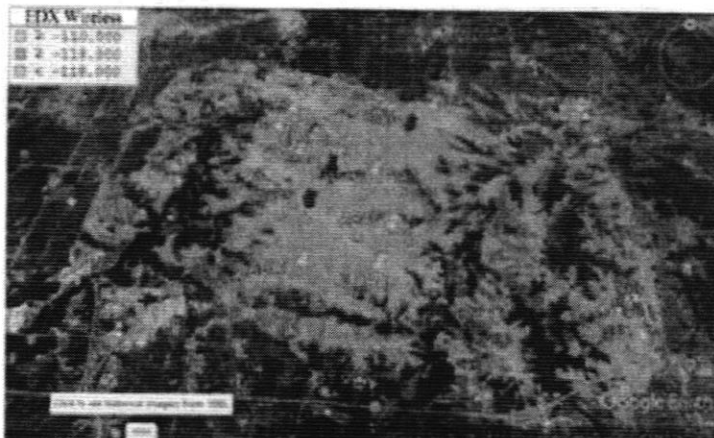
Name: Jonathan Cato

Title: Senior VP, Advanced Solutions LOB

Date: June 22, 2021

EXHIBIT 1 PROPAGATION STUDY

Exhibit 1 to SOW1



Raytown, MO Water Fall Deployment Propagation Study
Extended Fit Endpoints

Predicted Coverage		
Predicted Service Area	MTU Coverage %	Overall Coverage %
Single	1.3%	99.9%
Double	17.2%	98.6%
Triple	81.4%	81.4%

DCU Count	
DCU Site Type	DCU Count
Customer Sites	3
Antennas Proposed	9
Total DCUs	12

DCU Quantity and Install Type		
DCU Site Type	DCU Count	Antenna Height (ft)
Electric Pole	N/A	N/A
Non-Transmission Pole	N/A	N/A
Roof Mount	N/A	N/A
Tank / Tower	3	varied
Lattice Tower	N/A	N/A
Antennas Proposed Pole	9	30
Total DCUs	12	

Customer Data		
Type	Provided Count	Modeled Count*
Meters	5,157	5,157
Customer Assets (Non-Poles)	5	3
Customer Poles	N/A	N/A

Environmental Factors	
Solar Panels Required	1
Solar Panel Tilt	45
Area Wind Rating > 120 MPH	No
Antenna Type	TM Wave

Coverage Metrics	
Metric	Value
Total Area (SqM)	20
Avg. MTU per SqM	256
Avg. MTU per DCU	430
Highest DCU Elevation	1,055
Lowest DCU Elevation	880

AMENDMENT NO. 1 TO SCOPE OF WORK NO. 1
TO THE MASTER SERVICES AGREEMENT BETWEEN
UTILITY SERVICE CO., INC.

AND

RAYTOWN WATER COMPANY, MO

METER MAINTENANCE PROGRAM

- 1. **Effective Date.** The Effective Date for this Amendment No. 1 to Scope of Work No. 1 ("Amendment No. 1 to SOW1") shall be _____, 2021.
- 2. **Modification of Section 1. Effective Date.** Section 1 is hereby amended as follows: **This SOW1 shall become effective on the date of approval from the Missouri Public Service Commission ("Effective Date").**
- 3. **Ratification of Original Contract.** Except as expressly amended and modified herein, the parties do hereby ratify and affirm SOW1 and acknowledge its binding effect upon the parties.
- 4. **Authorization to Execute.** The signatories below certify that they are duly authorized to execute this Amendment No. 1 to SOW1 on behalf of the entities represented.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to SOW1 effective the day and year first above written.

OWNER

COMPANY

Raytown Water Company

Utility Service Co., Inc.

By: Neal Clevenger

By: 

Name: NEAL CLEVENGER

Name: Jonathan Cato

Title: PRESIDENT

Title: Senior VP, Advanced Solutions LOB

Date: DEC 21, 2021

Date: December 13, 2021

AMENDMENT NO. 2 TO SCOPE OF WORK NO. 1
TO THE MASTER SERVICES AGREEMENT BETWEEN
UTILITY SERVICE CO., INC.

AND

RAYTOWN WATER COMPANY, MO

METER MAINTENANCE PROGRAM

- Effective Date.** The Effective Date for this Amendment No. 2 to Scope of Work No. 1 ("Amendment No. 2 to SOW1") shall be 6/9/23, 2023.
- Modification of Section 7.a.** Section 7.a. is hereby amended as follows:
Future annual Maintenance Fees shall be invoiced on a monthly basis. Monthly invoicing for the Contract Year 2 fee shall begin on September 1, 2023.
- Ratification of Original Contract.** Except as expressly amended and modified herein, the parties do hereby ratify and affirm SOW1 and acknowledge its binding effect upon the parties.
- Authorization to Execute.** The signatories below certify that they are duly authorized to execute this Amendment No. 2 to SOW1 on behalf of the entities represented.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to SOW1 effective the day and year first above written.

OWNER

COMPANY

Raytown Water Company, MO

Utility Service Co., Inc.

By: Neal Clewenger

By: [Signature]

Name: Neal Clewenger

Name: Jonathan Cato

Title: President

Title: Chief Operating Officer

Date: 6/9/23

Date: 6/9/2023

AMENDMENT NO. 3 TO SCOPE OF WORK NO. 1
TO THE MASTER SERVICES AGREEMENT BETWEEN
UTILITY SERVICE CO., INC. AND
RAYTOWN WATER COMPANY, MO

METER MAINTENANCE PROGRAM

- Effective Date.** The Effective Date for this Amendment No. 3 to Scope of Work No. 1 ("Amendment No. 3 to SOW1") shall be _____, 2023.
- Modification of Section 7.1. Maintenance Fees.** The parties agree that upon execution of this Amendment No. 3, Invoice No. 566416 dated September 1, 2022, in the amount of \$98,975.00, shall be reversed. The annual fees for Contract Years 2 through 15 shall be revised as follows:
 Contract Year 2 - \$103,924.00
 Contract Year 3 - \$116,733.00
 Contract Year 4 - \$122,189.00
 Contract Year 5 - \$127,918.00
 Contract Year 6 - \$133,933.00
 Contract Year 7 - \$140,249.00
 Contract Year 8 - \$146,881.00
 Contract Year 9 - \$153,845.00
 Contract Year 10 - \$161,156.00
 Contract Year 11 - \$168,833.00
 Contract Year 12 - \$176,894.00
 Contract Year 13 - \$185,358.00
 Contract Year 14 - \$194,246.00
 Contract Year 15 - \$203,577.00
- Ratification of Original Contract.** Except as expressly amended and modified herein, the parties do hereby ratify and affirm SOW1 and acknowledge its binding effect upon the parties.
- Authorization to Execute.** The signatories below certify that they are duly authorized to execute this Amendment No. 3 to SOW1 on behalf of the entities represented.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 to SOW1 effective the day and year first above written.

OWNER

Raytown Water Company, MO

By: Neal Cleverger
Name: Neal Cleverger
Title: President
Date: 9/5/2023

COMPANY

Utility Service Co., Inc.

By: [Signature]
Name: Jonathan Cato
Title: Chief Operating Officer
Date: 8/30/2023