

SERVICE LEVEL AGREEMENT (“SLA”)

Last Modified: Oct 8th 2025

Customer and Next Meters Global, LLC, dba NextCentury (“*NextCentury*”) have agreed to an agreement under which NextCentury is to provide cloud platform-based monitoring for leak sensors (the “*Software*”) located in Customer’s multifamily residential property(ies) (the “*Agreement*”). The following parameters constitute the service levels provided pursuant to the Agreement:

Uptime Objectives:

During the term of the Agreement, NextCentury will provide a Monthly Uptime Percentage for the Software to Customer as follows (the “*Uptime Objective*”):

Service	Monthly Uptime Objective
Software	> = 99.50%

Customer agrees that the Uptime Objectives are provided for reference only and may be amended by NextCentury at any time as posted to an updated SLA at www.nextcenturymeters.com.

In the event that NextCentury does not meet the Uptime Objective, and if the Customer meets its obligations under this SLA, then Customer will be eligible to receive credits to future monthly bills for Downtime under the Agreement as follows:

Monthly Uptime Percentage	Percentage of monthly bill for a Customer that will be credited to future monthly bills of Customer
95.00% - < 99.50%	10%
90.00% - < 95.00%	25%
< 90.00%	50%

In order to receive the future credits set forth above, the Customer must notify NextCentury support within thirty (30) days from the time Customer becomes eligible to receive such financial credits due to Downtime of the Software. Customer must provide to NextCentury server log files showing a loss of external connectivity errors and the dates and times that such connectivity losses occurred. If Customer does not timely notify NextCentury and provide the required logs, Customer will forfeit its right to receive the future credits set forth above. Future credits will be made in the form of monetary credits applied to future services provided by NextCentury. Future credits will be applied within sixty (60) days of the request of such credits. As set forth in the table above, the Customer may not receive credits in excess of fifty percent (50%) of the amount due by Customer for the Software for the applicable month.

“*Downtime*” means: loss of external connectivity due to the failure of NextCentury Software systems. Downtime does not include loss of external connectivity due to (i) causes outside of NextCentury’s control, including but not limited to (1) acts of God such as floods, storms, earthquakes, fires or lightning, (2) power outages or power surges and other instances of

insufficient or lack of voltage, (3) signal interference from other technology, equipment, services or installations at or near the installation site; (4) Customer's lack of fully functioning IP gateways, repeater backbones or leak sensors, (5) any malfunction or failure of or defect in non-NextCentury's hardware, software or services such as faulty or defective internet or telephone lines, internet/cellular/radio transmitters and/or receivers or (6) damage or destruction to the equipment caused by users or third party equipment or facilities.

Customer must have fully functioning on-site network equipment (NextCentury IP Gateway, repeater backbone and correct leak sensors) in order to claim Downtime under this Service Level Agreement.

This SLA does not apply to errors (i) caused by factor's outside NextCentury's reasonable control; (ii) that resulted from Customer's software or hardware or third-party hardware or software or both; or (iii) that resulted from abuses or other behaviors that violate the Agreement.

Leak Monitoring Service:

Subject to the Uptime Objectives described above, NextCentury shall generate and deliver leak monitoring alerts to the designated Customer contacts (the "**Leak Monitoring Service**") so long as Customer (the following, collectively, the "**Customer Responsibilities**"):

- a. Maintains the required reliable connection for the gateway via ethernet, wi-fi or cellular connections;
- b. Ensures accurate programming of the leak sensor information (including but not limited to residential unit and location information) and installation of leak sensor equipment in the designated locations;
- c. Maintains the leak monitoring subscription through NextCentury and subscription is fully paid;
- d. Ensures leak monitoring equipment is installed and maintained by Customer in accordance with NextCentury installation instructions (Quickstart guides provided in packaging with applicable equipment and full installation guide available at www.support.nextcenturymeters.com);
- e. Ensures that desired alert contacts and desired notification delivery methods and setting are updated to Customer's preferences in the NextCentury portal (www.property.nextcenturymeters.com); and
- f. Ensures that prompt action is taken in response to alerts received by Customer (examples of alerts include power loss to sensors, connection errors for sensors, leak alert, continuous usage alerts, unplugged cable alert).
- g. Verify leak monitoring equipment is checking in on a regular basis to ensure active communication and replace equipment as necessary to maintain a healthy system.

Leak Alert Coverage:

In the event of a verified leak where the above conditions were met, Supplier agrees to provide general liability insurance to Customer of up to One Hundred Thousand Dollars (\$100,000) per occurrence covering (i) destruction, or loss, of real, tangible personal property, and (ii) loss of

income (the “Leak Alert Coverage”). The Leak Alert Coverage is limited solely to damage directly resulting from the failure to transmit the alert under the conditions specified above. Coverage shall be maintained without interruption from the effective date of this Agreement until ten (10) years after the installation of any LS4 device. The insurance policy required by this Agreement shall contain a provision that coverage afforded under the policy will not be materially changed, canceled or allowed to expire until at least ten (10) days' prior written notice has been given to Supplier. Supplier shall provide Customer with prompt written notice if the policy is materially changed.

Customer acknowledges and agrees that NextCentury is not liable or responsible (in whole or in part) for any liabilities of Customer or claimed against Customer or NextCentury (including any and all costs, damages, expenses, claims, attorneys fees or causes of action) arising from the Leak Monitoring Services in the event that any of the Customer Responsibilities are not properly fulfilled by Customer in accordance with the Agreement and this SLA. Customer shall indemnify and hold harmless Next Century from any and all such liabilities. This paragraph shall survive the termination or expiration of the Agreement.

By entering into the Agreement and enabling the Leak Monitoring Service, the Customer is acknowledging that Customer has the authority to enroll in the Leak Monitoring Service and pay the associated fees.

Agreed to and accepted by Customer:

By: _____

Name:

Title:

Company: