

Rachio Smart Water System Program - Customer Participation Agreement

The Smart Water System program is offered by Round Rock in collaboration with Rachio Inc. to provide customers with a simple solution for smart irrigation that is easy for the customer and achieves measurable savings toward the Round Rock Water Efficiency goals. Customers in the Program receive a Rachio 3 Smart Water System, consisting of one 8- or 16-zone smart irrigation controller and customer support through messaging and notifications. There is limited availability of the Smart Water Systems under the Program, and Round Rock has authority to make the final determination of eligibility and performance compliance.

PROGRAM ELIGIBILITY CONDITIONS:

Eligible customers are required to meet and comply with certain criteria in order to participate in the Program. Round Rock will confirm eligibility based on the following conditions, and as otherwise determined by Round Rock, to preserve the safe operation of the Round Rock's water system and system components.

Applicants must:

- be single-family residential Round Rock water customers and cannot have received an irrigation controller rebate from Round Rock in the last five (5) years;
- maintain a valid Round Rock account in good financial standing;
- be a homeowner and resident at the premise associated with the utility account;
- have an existing, functioning in-ground irrigation system containing 16 zones or less (not a weather-based controller) installed at the property;
- The Smart Water System is non-transferrable.

PROGRAM PARTICIPATION CONDITIONS:

By accepting a Smart Water System, the participating customer affirms the following, as indicated by checking the box, which constitutes a legal signature confirming that the participating customer acknowledges and agrees to the terms and conditions of the Customer Participation Agreement:

- I am a homeowner of record of the subject property.
- I am responsible for the water bill for service the premises now and in the future.
- The premise has an existing, functioning in-ground irrigation system, containing no more than 16 zones, which is currently operated by a functioning non-weather based controller.
- I agree to release my old controller to Rachio Inc. to be recycled.
- The premise has reliable Wi-Fi able to provide a good signal to the irrigation controller component of the Smart Water System to be installed. Wi-Fi must also be activated all year round.

- I agree that this program is voluntary and regular supervision of the landscape water use or the day-to-day operation of the installed equipment remains the responsibility of the Applicant.
- I agree to operate and maintain Smart Water System controller for at least three (3) full irrigation seasons (meaning, the homeowner will use the Rachio to irrigate annually from May through September for three consecutive years, starting the year after Smart Water System is installed).
- I understand that upon installation, ownership and operation of the new Smart Timer and all peripheral equipment becomes the responsibility of Applicant.
- Round Rock is not responsible for my Wi-Fi system or charges associated with maintaining it;
- Round Rock is not responsible for the condition of my landscaping or irrigation system now, or in the future;
- Operation of the Smart Water System presents no guarantee for reductions in water use on the premises;
- the Rachio weather-based controller feature uses local weather data to adjust water applied to the premises. If this feature is utilized, I understand it may increase my water use/monthly bill as weather changes;
- my controller settings and water usage may be monitored for program evaluation purposes.
- I agree to participate in at least one online follow-up survey conducted by Round Rock;
- I agree to receive future communication from Round Rock;
- I understand if any of the above eligibility requirement are not found to be true, I will not receive a Smart Water System.
- The Smart Water System will be programmed with scheduling criteria base on the installation contractor's assessment of the existing landscaping. To ensure appropriate water is applied to the landscaping, as the property owner, I am responsible for fine-tuning and adjusting scheduling criteria including but not limited to: plant type, climate exposure, soil type, root depth, precipitation rate, irrigation efficiency, and degree of slope.

_____ I acknowledge and accept (INITIAL HERE)

GENERAL TERMS AND CONDITIONS

1. Except as stated herein, neither Round Rock nor Rachio make any warranties, expressed or implied, with respect to the measures suggested, equipment, operation, material, workmanship or manufacturing associated with this Program. Neither Round Rock nor Rachio guarantee a specific level of water efficiency or cost savings will result from any measures taken or products funded under the Program, nor that the facility will meet other performance estimates of auditors. Installer offers a limited 1-year warranty on services. Otherwise, neither Round Rock nor Rachio are liable for any damage caused by the operation or malfunction of the installed equipment or measures

taken. Rachio and Customer are responsible to arrange for the disposal/recycling of any waste generated as a result of Customer's project.

2. Customer agrees that in consideration of its participation in the Program and receipt of products and coordination of contractor services, Round Rock and Rachio will not be responsible in contract, tort, or otherwise for any losses or damages of any kind incurred, arising out of, or related to this Program. No action may be commenced by customer against the Round Rock or Rachio (as appropriate) within ten (10) days after the occurrence giving rise to such cause of action. Customer agrees, under no circumstances, will the Round Rock, or Rachio, be responsible for any indirect, consequential, incidental, remote or speculative damages arising from the Program.
3. Customer further acknowledges neither Round Rock or Rachio are responsible for the calculation, collection, or distribution of any tax credits, tax deductions, or rebates you may be eligible to receive for efficiency measures, and neither Installer or Sponsor can or have given any advice regarding Federal or state tax consequences of participation in the Program.
4. Round Rock is not responsible for the cost or payment of your water bill if water usage increases.
5. Participants in this program are not eligible to apply for the Round Rock irrigation rebate for the new controller, since it's a discounted price.