

Aqualytics, LLC End-User Data Sharing and Terms of Service Agreement

This Data Sharing and Terms of Service Agreement ("Agreement") is entered into by and between **Aqualytics, LLC** ("Aqualytics") and the participating property owner ("Participant" or "you").

By enrolling your smart landscape irrigation controller in the Smart Watering Program (the "Program"), you agree to the following terms regarding the access, use, and sharing of your device's data.

1. Program Purpose, Personal Use, and Consent to Access: The purpose of the Program is to improve water system reliability by shifting landscape irrigation away from critical peak-demand hours. You acknowledge that you retain full ownership of your smart landscape irrigation controller and maintain primary ownership of your personal device account, and that your use of the device is for personal, residential use in accordance with the hardware manufacturer's standard Terms of Service. To facilitate the Program, you explicitly appoint Aqualytics, LLC as your designated and authorized agent. Under this authorization, you grant Aqualytics permission to access your smart irrigation controller (e.g., Rachio or Netro) via its application programming interface ("API") on your behalf. This access allows Aqualytics, without charge, to monitor your watering schedule, apply weather-based intelligence, and remotely adjust your watering times to off-peak windows. Aqualytics shall perform all services under this Agreement in a commercially reasonable, professional manner, and in compliance with applicable laws, regulations, and ordinances.

2. Data Sharing with Utility Partners: To evaluate the conservation and infrastructure benefits of the Program, Aqualytics must coordinate with Metropolitan Utilities District (M.U.D.). You grant Aqualytics explicit permission to share your device telemetry, watering schedules, estimated water usage data, and other data collected through the API (the "Water Data") with M.U.D.

3. Proprietary Use and Data Anonymization: Aqualytics retains the right to use the Water Data for its own proprietary business purposes, including but not limited to training predictive machine learning models, improving algorithm efficiency, and developing future water resilience technologies. **Protecting your privacy is our priority:** before any of your Water Data is used for Aqualytics' internal proprietary development or shared publicly in aggregate research, it will be strictly anonymized. All Personally Identifiable Information ("PII"), including your name, exact address, and contact information, will be permanently stripped from the Water Data.

4. Third-Party Hardware Vendor Data Rights: Your smart irrigation controller is manufactured and supported by a third-party vendor (e.g., Rachio or Netro). This

Agreement with Aqualytics does not replace, supersede, or alter your existing relationship with your device manufacturer. You acknowledge that your hardware vendor retains its own independent rights to collect, store, and utilize data generated by your device in accordance with their respective Terms of Service and Privacy Policies. As your authorized agent, Aqualytics is not responsible for the data practices of these third-party manufacturers.

5. Third-Party Hardware Warranty: Program hardware is manufactured and supported by third-party vendors. Neither M.U.D. nor Aqualytics, LLC provides any express or implied warranties for program hardware. You acknowledge and agree that any warranties applicable to the hardware are solely those offered by the manufacturer and are governed by the manufacturer's own terms, conditions, limitations, and procedures.

All warranty coverage, claims, repairs, replacements, and customer support must be pursued directly with the manufacturer (Rachio or Netro). For complete and current warranty information, including instructions on how to submit a claim, please refer to the applicable manufacturer's official website and customer support pages. The applicable manufacturer warranty period begins on the date of purchase by you, subject to the manufacturer's specific policies.

6. Program Participation and Opt-Out: You must still abide by Program rules and regulations set forth by M.U.D. In addition to sharing data, your participation requires watering outside of M.U.D.'s peak demand of 6:00 to 8:00 a.m. and includes the potential for watering schedule adjustments with 24 hours notice during the watering season. Your participation in this Smart Watering Program is entirely voluntary. You retain the ability to manually override any schedule adjustments made by the Aqualytics platform through your device's application, which may cause ineligibility of any incentives. This Agreement and the agency authorization granted herein will commence on the date of your acceptance and will remain in effect until Aqualytics provides notice that the M.U.D. Smart Watering Program has ended, or you opt out.

You may withdraw your consent and opt out of the Program at any time by revoking API access within your device's settings or by submitting a written opt-out request to Aqualytics support at [support@aqualytics.us]. Any such opt-out shall be prospective only; water data collected prior to the effective date of your opt-out may continue to be used and retained by Aqualytics and Metropolitan Utilities District in accordance with this Agreement.

Opting out for any reason will disqualify the Participant from M.U.D.'s Program incentive.

7. Disclaimer of Liability: Aqualytics will use commercially reasonable, weather-intelligent algorithms to adjust your watering schedules. However, Aqualytics is not liable for changes in landscape or plant health, variations in your monthly water bill, or the physical failure of your third-party irrigation hardware or Wi-Fi network. The Aqualytics platform is provided "as is" without warranties of any kind. I understand that Metropolitan Utilities District is not party to this Agreement, and agree that Aqualytics is the only party I can hold responsible for any claims I have related to this Agreement.

Participant Acknowledgement: By signing this Agreement, I acknowledge that I have read, understand, and agree to be bound by the terms of this Agreement. I certify that I am the authorized owner or manager of the irrigation system at the enrolled property, and have the authority to sign this Agreement on behalf of all parties associated with the enrolled property.

Signature: _____

Date: _____

For any questions about the Agreement, contact Aqualytics at [support@aqualytics.us].