



CUSTOMER PARTICIPATION AGREEMENT

I acknowledge and understand the following:

I understand that as part of this program, I will receive the Flume Smart Water System for the discounted price of \$49 plus tax and shipping. The retail price is \$199 plus tax and shipping. Upon installation of the Flume Smart Water System, Flume will refund \$25 to my original payment method, for a final total of \$24 plus tax and shipping.

This offer is non-transferable. Flume must be installed at the property associated with the account that received the offer.

The Flume Smart Water System must be installed within 30 days of delivery or returned to Flume Inc. Flume Inc. can send a mailing label for this purpose and will refund my payment.

I am the account holder of the property where the Flume Smart Water System will be installed and understand by accepting this offer, I own the device.

I am physically able to install the Flume Smart Water System Flume Water Sensor on my water meter, which may require bending over my in-ground meter box and working with my home Wi-Fi system.

My home has Wi-Fi and I have a smartphone (iOS or Android) or other smart device.

I am able to plug the Flume Bridge into a power outlet inside my home and am able to connect it to my home's Wi-Fi. This process is similar to the installation of other smart home technology.

This system presents no guarantee for reductions in water use.

As a part of this program, I agree to keep the Flume Smart Water System installed for one year.

I agree to participate in at least one online follow-up survey conducted by LADWP.

WATER METER ATTACHMENT PERMIT LOS ANGELES DEPARTMENT OF WATER AND POWER (LADWP)

1. The LADWP Water Account Holder ("Permittee") is authorized to utilize an electronic water use detection device on the LADWP's water meter at the above referenced property subject to the provisions of this permit.

2. This permit is limited to the Flume Smart Water System (the "permitted device").

3. The permitted device must be installed by use of straps or other non-permanent attachment mechanism that does not require any physical alteration of the meter or use of the LADWP's wired connection. Please see the manufacturer's printed installation instructions with a

schematic and video of how the permitted device shall be attached to the LADWP water meter. The permitted device must be installed according to the manufacturer's instructions and in a manner that does not interfere with the operation or reading of the meter. The lid on the top of the meter must be able to open and close freely. Any device that is attached in violation of this permit may be immediately removed by the LADWP and the LADWP will not be liable to the Permittee for any loss or damage resulting from the removal. If the current LADWP meter is replaced by the LADWP, the permitted device will be removed by LADWP and returned to the Permittee. The Permittee may re-install the permitted device on the new LADWP meter.

4. The permitted device is solely for the convenience of the Permittee. The LADWP water meter is the official measuring device for all purposes, including billing and compliance with applicable laws governing use and conservation of water. This permitted device shall not be used for any measurement of water consumption for the purpose of billing for individual tenant water consumption. Data from the permitted device cannot be used to contest water usage for billing purposes.

5. The Permittee will pay to the LADWP the cost (including staff time, labor, and materials) to repair or replace the LADWP meter, meter box, meter box cover, or other related LADWP property damaged during the attachment, operation, use, or detachment of the permitted device.

6. In the event Permittee will no longer be the account holder or customer of record, Permittee agrees to notify LADWP to terminate this Permit. Permittee is responsible for removal of the permitted device prior to closing the account. In the event LADWP must remove the permitted device, Permittee agrees to remit all costs to the LADWP for removal of the permitted device and other related work required as a result of the use of this Permit

7. The Permittee assumes all risks associated with Permittee's use of this permit and the permitted device. Permittee waives, releases, and promises not to sue the City of Los Angeles, LADWP, their officers, employees, and agents ("Hereinafter "LADWP") for any claims of injury or damage arising from this Permittee's use of this permit, including without limitation, installation, operation, use, or detachment of the permitted device. Permittee acknowledges that LADWP meter boxes may contain hidden dangers and hazards, sharp objects, poisonous or venomous insects or animals, and other unsafe conditions that cannot be eliminated regardless of the care taken to avoid injuries or accidents.

8. The Permittee assumes all risks associated with Permittee's use of the permitted device. Permittee waives, releases, and relinquishes their right to sue the LADWP for any claims of injury or damage arising from this Permittee's use of the permitted device, including without limitation installation, operation, use, or detachment of the permitted device.

9. No Warranty: LADWP makes no warranty whether expressed or implied, including warranty of merchantability or fitness for any particular purpose, use, or application of the item(s) or measure(s) associated with the permitted device. LADWP has no liability whatsoever concerning (a) the quality, safety and/or installation of the item(s) or measure(s), including their fitness for any purpose, (b) the estimated savings of the item(s) or measure(s), (c) the workmanship of



any third parties, (d) the installation or use of the item(s) or measure(s), or any other matter with respect to the permitted device.

10. WAIVER: In no event shall LADWP have any liability for property loss or damage resulting from any activities under this application or any permit. The selection, purchase, installation and ownership/maintenance of the item(s) and measure(s) associated with the permitted device in this application or any resulting permit are the sole responsibility of the applicant.

11. Waiver of Damages: Applicant/Permittee waives, releases, and discharges LADWP from any claims for injury, loss or damage which may result from any defective condition of the premises or which may otherwise arise by reason of the use of this property for the purpose of installation, use, and removal of the permitted device by any person, not limited to an unaffiliated third party vendor of the water savings company, maker, or entity identified above. Applicant remains responsible for complying with the Rules Governing Water and Electric Service, including responsibility for the premises and all real property, including the permitted device.

12. LADWP is not involved and does not become a party to any contract or relationship between Permittee and the water savings company, maker, or entity identified above as a result of this Permit.

13. I understand and agree that LADWP is already allowed full access to my customer information and utility usage data. I allow the water savings company, maker, or entity identified above to share water use data with the LADWP, which may be used to assist in assessing program efficacy and potential water savings of the permitted device.