

I acknowledge and agree to the following:

- I understand that as part of this program, I will receive the Flume Smart Home Water Monitor for the discounted price of \$94 plus tax and shipping. Upon installation of the Flume Smart Home Water Monitor, Flume will refund \$25 to my original payment method, for a final total price of \$69 plus tax and shipping.
- I understand that I will be billed for water consumption based only on measurements from the Marin Municipal Water District (MMWD) water meter(s) serving my property. Flume provides detailed information on daily water use, but its readings will not always match the total monthly reads from my MMWD meter(s), which are read in different units and billed for periods that do not necessarily coincide with the calendar month. The MMWD water meter is the official measuring device for all purposes, including billing and compliance with applicable laws governing use and conservation of water.
- This offer is non-transferable. The Flume Smart Home Water Monitor must be installed at the property associated with the account that received the offer.
- I understand that most, but not all, MMWD water meters are compatible with the Flume Smart Home Water Monitor. Properties where advanced metering infrastructure (AMI) technologies have been installed are ineligible for this offer. I accept that it is my responsibility to ensure that the meter at my property is compatible with the Flume Smart Home Water Monitor. I will return the device to Flume within 30 days if it is not compatible.
- The Flume Smart Home Water Monitor must be installed at the property receiving the offer within 30 days of delivery or returned to Flume. Flume can send a mailing label for this purpose and will refund my payment.
- My property has Wi-Fi and I have a smartphone (iOS or Android) or other mobile device compatible with the Flume Smart Home Water Monitor.
- I am able to plug the Flume Bridge into a power outlet inside my home and am able to connect it to my property's Wi-Fi. This process is similar to the installation of other smart home technology.
- The Flume Smart Home Water Monitor presents no guarantee for reductions in water use.
- I allow Flume to share my water use data with MMWD.
- I agree to keep the Flume Smart Home Water Monitor installed for at least three years at the property receiving the offer.
- I agree to participate in at least one online follow-up survey conducted by MMWD.
- I am the water account holder of the property where the Flume Smart Home Water Monitor will be installed and have authority to track the water usage of the property where the device will be installed.
- The "Service Address" must be served by MMWD. Rebates shall be limited to one per account.
- I agree to install, or to have another party install, the Flume Smart Home Water Monitor according to the manufacturer's instructions and in a manner that does not interfere with

the operation or reading of the meter. The device must be installed by use of straps and does not require any physical alteration of the meter or use of MMWD's wired connection. 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 agreement may be immediately removed by MMWD and MMWD will not be liable for any loss or damage resulting from the removal. If the current meter is replaced by MMWD the Flume Smart Home Water Monitor will be removed by MMWD personnel and returned to me so I can re-install the device on the new meter.

- I agree that MMWD will not be responsible for any damage to the water meter during the installation or removal of the Flume Smart Home Water Monitor.
- I acknowledge that meter boxes may contain hidden dangers and hazards, sharp objects, poisonous or venomous insects or animals, and other unsafe conditions, and I assume all risks associated with my use and installation of the Flume Smart Home Water Monitor. I agree to defend, indemnify, and hold harmless MMWD, its officers, agents, and employees for any and all loss, liability, expenses, claims, suits and damages, including attorneys' fees, arising out of or pertaining or relating to my participation in this program, including without limitation installation of the Flume Smart Home Water Monitor.
- Failure to comply with these terms and conditions are automatic grounds for disqualification from the program. MMWD reserves the right to request proof of installation and/or to verify that the product(s) is (are) installed, and, if necessary, to recover MMWD co-payment amounts for any products not installed as required.
- I expressly agree that MMWD does not guarantee the performance of any product receiving a rebate; and that MMWD does not warrant any product or installation to be free of defects, the quality of workmanship, or the suitability of the premises or the product for the installation. I further agree to defend, indemnify, and hold harmless MMWD, its directors, officers, agents, and employees, from and against any and all loss, damage, expense, claims suits, and liability, including attorney fees arising out of or in any way connected with the product(s) and its (their) installation. I further understand that installation of a qualifying product may not result in lower water bills or water consumption, but is only a means to better track water usage which might be assistive in better understanding water savings behavior.
- MMWD reserves, in its sole discretion, the right to change the terms of this program offer at any time, without notification. Applicant has read, understands, and agrees to the terms and conditions of this program.
- I agree to receive future communications and additional water efficiency information at the email address provided.