

MASTER SALES AGREEMENT TERMS AND CONDITIONS

This Master Sales Agreement (the “**Agreement**”) is made and entered into as of _____ (the “**Effective Date**”) by and between Itron, Inc., a Washington corporation with a principal place of business at 2111 N. Molter Road, Liberty Lake, Washington 99019 (“**Itron**”), and Augusta, Georgia, a political subdivision of the State of Georgia with a principal place of business at 535 Telfair Street, Augusta, Georgia 30901 (“**Customer**”). Itron and Customer may each be referred to as a “**Party**” and together as the “**Parties**.”

1. Scope. This Agreement sets forth the terms governing all Technology & Services Addenda under this Agreement. The attached Transaction Summary identifies which Addenda are made a part of this Agreement.

2. Technology & Services Addenda. Technology & Services Addenda may set forth additional terms and conditions applicable to specific products and services purchased by Customer. In the event of a conflict between this Agreement and an Addendum, the Addendum will control to the extent necessary to resolve the conflict.

3. Purchase Orders. All purchase orders will be governed by the terms of this Agreement. Pre-printed terms on a purchase order will be null and void, and no contingency, addition, or conflicting term contained on any purchase order will be binding upon Itron.

4. Fees, Taxes, and Payment.

4.1. Fees. Fees will be specified in a pricing summary made a part of this Agreement. Itron reserves the right to modify the pricing summary from time-to-time during the term of this Agreement upon thirty (30) days’ prior written notice to Customer for any new purchase orders.

4.2. Taxes. Prices and charges for products and services are exclusive of taxes, levies, duties and similar governmental assessments (“**Taxes**”), all of which are the responsibility of Customer to pay. Customer is responsible for paying all Taxes applicable to transactions. If Itron has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides a valid tax exemption certificate or direct pay permit authorized by the appropriate taxing authority. Itron is solely responsible for taxes assessable against Itron based on its income, property and employees.

4.3. Payment. All purchase orders are subject to credit approval. Payment terms are net thirty (30) days from the date of invoice. All payments shall be made in US currency. Late payments shall accrue interest from the due date at the rate of 1.0% of the outstanding balance per month, or the maximum rate permitted by law until the date paid, and Itron may condition future renewals and purchase orders on payment terms shorter than thirty (30) days.

5. Term and Termination.

5.1. Term. The term of this Agreement begins on the Effective Date and continues for a period of five (5) years. After the initial five (5) years, both Parties will have the option to extend the Term for another five (5) years contingent on approval by the Augusta Commission, unless either Party provides ninety (90) days prior written notice by either Party of intent not to renew prior to the applicable expiration date.

5.2. Termination for Convenience. Either Party may terminate this Agreement for convenience upon ninety (90) days’ prior written notice to the other.

5.3. Termination for Cause. Other than Customer’s nonpayment which shall constitute a breach of this

Agreement if full payment is not received within five (5) days of written notice, either Party may terminate this Agreement by providing the other Party with written notice if the other Party (i) becomes insolvent, executes a general assignment for the benefit of creditors or becomes subject to bankruptcy or receivership proceedings; (ii) breaches its obligations related to the other Party's confidential information; or (iii) commits a material breach of this Agreement that remains uncured for thirty (30) days following delivery of written notice of such breach (including, but not necessarily limited to, a statement of the facts relating to the breach or default, the provisions of this Agreement that are in breach or default and the action required to cure the breach or default).

5.4. Surviving Provisions. Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement shall survive termination or expiration and continue in full force and effect for the period so contemplated.

6. Privacy.

6.1. General. If, in the course of providing any services, Itron has or obtains, to any extent and for any reason, any access to Customer Data, then the terms and conditions of this Section 7 will apply.

6.2. Definition of Customer Data. "*Customer Data*" means any information about Customer's existing or prospective customers that Itron acquires, develops, or derives under this Agreement. Customer Data may include, without limitation, any personally identifying information relating to an existing or prospective customer, or any other information that, either individually or when combined with other information could be used to derive information specific to a particular customer or prospective customer, which information is not generally available to the public and which Itron acquires or derives in carrying out its obligations under this Agreement. Customer Data includes, but is not limited to, information regarding a User's identity social security number, telephone number, credit card number, e-mail address, account information, service purchase and usage information.

6.3. Use of Customer Data. Itron may only collect, access, use, maintain, or disclose Customer Data to fulfill its obligations under this Agreement. Customer exclusively owns all Customer Data and Itron agrees to return, or at the election of Customer, destroy (and confirm in writing the destruction) all Customer Data upon the termination or expiration of this Agreement, or earlier if requested to do so in writing by Customer.

6.4. Reservation of Rights to Customer. Subject to the limited rights granted by Customer hereunder, Itron acquires no right, title or interest from Customer or its licensors under this Agreement in or to Customer Data, including any Intellectual Property (defined below) rights in that Customer Data.

6.5. Safeguards. Itron will employ administrative, physical, and technical safeguards that are reasonably designed to prevent unauthorized collection, access, disclosure, and use of Customer Data while in its custody ("*Safeguards*"). The Safeguards Itron employs must: (1) meet, at a minimum, industry practice; and (2) be reasonably designed to ensure that only Itron personnel with a need to know the Customer Data have access to it. Itron will promptly notify Customer of any known breach of any Safeguards, and Itron and Customer will cooperate to investigate and remedy any such breach and any related dispute, inquiry, or claim.

6.6. Miscellaneous. This Section 7 supplements Section 6 ("Confidentiality"), and the provisions of this Section 7 control if they conflict with Section 6 ("Confidentiality"). A breach of any Customer Data provision may result in irreparable harm to Customer, for which monetary damages may not provide a sufficient remedy, Customer may seek both monetary damages and equitable relief.

7. Warranties.

7.1. Services & Deliverables Warranties. Express warranties for products and services (the Express

Warranties”) will be stated in the applicable Addenda for the period stated therein (the “**Express Warranty Period**”).

7.2. CERTAIN WARRANTY EXCLUSIONS. THE WARRANTIES UNDER THIS AGREEMENT AND THE ADDENDA DO NOT COVER PROBLEMS CAUSED BY EXTERNAL CAUSES, INCLUDING ACCIDENTS, ACTS OF VANDALISM, ABUSE, MISUSE, INADEQUATE MAINTENANCE, UNKNOWN OR UNFORESEEN ELECTROMAGNETIC DISTURBANCES ON THE NETWORK, PROBLEMS WITH ELECTRICAL POWER, OR WITH THE QUALITY OF THE WATER, THE ENERGY OR THE NETWORK, ACTS OF GOD, SERVICE (INCLUDING INSTALLATION OR DE-INSTALLATION) NOT PERFORMED OR AUTHORIZED BY ITRON.

7.3. DISCLAIMER OF WARRANTIES. WARRANTIES UNDER THIS AGREEMENT, TOGETHER WITH ALL EXPRESS WARRANTIES CONTAINED IN ANY ADDENDUM, STATEMENT OF WORK, OR OTHERWISE INCORPORATED IN THIS AGREEMENT, CONSTITUTE AND EXPRESS THE ENTIRE STATEMENT OF THE PARTIES WITH RESPECT TO WARRANTIES. THE PARTIES DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS INCLUDING, WITHOUT LIMITATION, (I) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (II) WARRANTIES OF TITLE AND AGAINST INFRINGEMENT AND (III) WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TO THE EXTENT ANY IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD.

8. Insurance. During the term of this Agreement, Itron will maintain the following minimum levels of insurance (i) workers’ compensation insurance for Itron employees equal to applicable statutory limits and an employer’s liability policy in an amount not less than \$1,000,000.00; (ii) an occurrence form commercial general liability policy or policies in an amount not less than \$1,000,000 per occurrence and \$2,000,000.00 aggregate; (iii) an automobile liability policy or policies in an amount not less than \$1,000,000.00 combined single limit; and (iv) a professional liability policy or policies insuring against liability for errors and omissions covering professional activities contemplated under this Agreement in an amount not less than \$1,000,000.00. Upon written request, Itron will provide Certificates of Insurance evidencing the coverage described in this Section.

9. Limitation of Liability.

9.1. NO CONSEQUENTIAL DAMAGES. NEITHER PARTY WILL BE LIABLE HEREUNDER FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS OR SAVINGS) FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF THE PARTY WAS OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES, EXCEPT THAT THE FOREGOING WILL NOT RESTRICT A PARTY’S ABILITY TO RECOVER ACTUAL DAMAGES FOR BREACH OF THIS AGREEMENT, INCLUDING THE COSTS OF OBTAINING REPLACEMENT SERVICES AND DELIVERABLES COMPLYING WITH THE TERMS OF THIS AGREEMENT.

9.2. LIMITATION. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR DAMAGES IN EXCESS OF FIFTY PERCENT (50%) OF THE FEES PAID BY CUSTOMER TO ITRON FOR THE SERVICES OR DELIVERABLES IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE OF ANY CLAIM. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE.

10. Indemnification against Third Party Claims.

10.1. General Claims. Itron agrees to defend Customer and Customer’s successors and assigns, officers, directors, employees, representatives, and agents (“**Customer Indemnitees**”) from and against any and all

third-party claims, demands, suits, actions, causes of action, of any kind whatsoever (together a “**Claim**”), and Itron will indemnify and hold harmless Customer Indemnitees from and against all damages, losses, costs and/or expenses (including legal fees and disbursements) awarded against Customer in any such Claim, or those costs and damages agreed to by Itron in a monetary settlement of such Claim, to the extent resulting from damages to persons or real or tangible property, bodily injury or death caused by Itron’s gross negligence or intentional misconduct (including that of its employees, agents, and contractors) arising in connection with this Agreement.

10.2. Infringement Claims. Itron shall defend the Customer Indemnitees from and against any and all claims, demands, suits, actions, causes of action, of any kind whatsoever, for damages, losses, costs and/or expenses (including legal fees and disbursements) by an unaffiliated third party to the extent resulting from any allegation that any Itron Deliverables and/or Services constitute a direct infringement, violation or misappropriation of any such third party’s Intellectual Property rights. The foregoing does not apply to products that are not manufactured by Itron or to software licensed by third parties.

10.3. Conditions to Infringement Claim Defense. Itron’s infringement defense obligations under Section 12.2 are conditioned on Customer’s agreement that if the applicable product or service becomes, or in Itron’s opinion is likely to become, the subject of such a claim, Itron will have the right, at Itron’s sole option and expense, either to procure the right for Customer to continue using the affected product or service or to replace or modify the same so that it becomes non-infringing. Such replacements or modifications will be functionally equivalent to the replaced product or service. If the foregoing alternatives are not available on terms that are commercially reasonable in Itron’s sole judgment, Itron shall have the right to require Customer to cease using the affected product or service in which case Itron will refund to Customer the depreciated value of the affected product or the unused portion of the service, as the case may be.

10.4. Exclusions to Infringement Claim Defense. Itron shall have no obligation under this Agreement to the extent any claim of infringement or misappropriation results from: (i) use of a product or service, other than as permitted under this Agreement or as intended by Itron, if the infringement would not have occurred but for such use; (ii) use of any product or service in combination with any other product, equipment, software or data, if the infringement would not have occurred but for such combination; (iii) any use of any release of a software or any firmware other than the most current release made available to Customer, (iv) any claim based on Customer’s use of a product after Itron has informed Customer of modifications or changes to the product required to avoid such claims and offered to implement those modification or changes, if such claim would have been avoided or mitigated by the implementation of Itron’s suggestions, (v) any modification to a product made by a person other than Itron or an authorized representative of Itron, or (vi) compliance by Itron with specifications or instructions supplied by Customer. Itron shall not be liable hereunder for enhanced or punitive damages that could have been avoided or reduced by actions within the control of Customer.

10.5. Conditions to Defense. As a condition to Itron’s defense obligations under this Agreement, Customer will provide Itron with prompt written notice of the claim, permit Itron to control the defense, settlement, adjustment or compromise of the claim and provide Itron with reasonable assistance in connection with such defense; however, Itron shall not consent to any judgment or settlement of the foregoing, that creates an obligation on any Customer Indemnitee without first obtaining such indemnitee’s prior written consent. Customer may employ counsel at its own expense to assist it with respect to any such claim.

10.6. THIRD PARTY CLAIM DISCLAIMER. THIS SECTION CONSTITUTES ITRON’S SOLE AND EXCLUSIVE OBLIGATION WITH RESPECT TO THIRD PARTY CLAIMS BROUGHT AGAINST CUSTOMER.

11. Intellectual Property.

11.1. Definition. “*Intellectual Property*” means intellectual and industrial property rights, and moral rights or similar or analogous proprietary rights, pertaining to a particular invention, work of authorship, symbol or other mark or designation indicative of source or quality, or other particular item of tangible or intangible property, arising under statutory or common law or by contract, in the United States or another country that recognizes such rights, whether or not perfected, now existing or hereafter filed, issued, or acquired, including: (i) patent rights associated with an invention and processes (including business processes), methods and apparatuses entailed by such invention (including, as applicable, the rights to make, use, sell, offer to sell, import, or have made, and the rights to file and prosecute patent applications and provisional patent applications); (ii) rights associated with works of authorship, including copyrights and mask work rights (including the rights to copy, adapt, distribute, display, perform, and create derivative works); (iii) rights relating to the protection of trade secrets and confidential information (including the rights to use and disclose); (iv) trademarks, service marks, trade dress, trade names, and design patent rights (including the right to goodwill appertaining thereto); (v) moral rights; and (vi) other rights analogous, similar, or comparable to those described by the foregoing clauses (i) through (v), and other proprietary rights relating to intangible property (including licensing rights and shop rights).

11.2. Reservation of Intellectual Property Rights. Itron reserves all rights, title and interest in and to all of its Intellectual Property. Customer reserves all rights, title and interest in and to all of its Intellectual Property.

11.3. Suggestions. Itron shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into its products and services any suggestions, enhancement requests, recommendations or other feedback provided by Customer.

12. Change Requests & Change Orders.

12.1. Request. Customer may at any time, and from time to time, propose changes to services or services deliverables or request that Itron perform additional services for Customer (each a “*Change Request*”). Within a reasonable period after receiving a written Change Request from Customer, Itron will prepare and submit a written proposal in the form of a statement of work to Customer that: (i) if applicable, assesses the expected impact of the Change Request on any services or services deliverables being provided at the time of the request; (ii) defines and describes how Itron would fulfill or satisfy the Change Request, and describes any additional services or services deliverables to be provided by Itron in reasonable detail; (iii) sets forth pricing, specifications, implementation plans and time schedules, with appropriate milestone and completion dates, anticipated by Itron in connection with fulfilling the Change Request; (iv) contains proposed completion and acceptance criteria; and (v) sets forth any other information required by this Agreement and any Technology & Services Addendum.

12.2. Response. If Itron timely submits a response to the Change Request, the Parties will attempt in good faith to negotiate a mutually acceptable resolution. Mutually agreed upon Change Requests will take the form of a written order (each a “*Change Order*”). Following the issuance of any Change Request and during any negotiation, Itron will continue to provide the services and services deliverables, unless otherwise agreed to by Itron and Customer in writing.

12.3. Failure to Respond to Change Request. If Itron fails to respond to Customer’s Change Request within five (5) business days, the Change Request will be deemed to be rejected.

12.4. Authorized Approvals. No Change Order will be binding upon Customer or Itron unless executed and delivered by an authorized signatory of both parties. All Change Orders and all statements of work under a Change Order will be governed by the terms and conditions of this Agreement and the applicable Technology & Services Addendum.

13. DISPUTE RESOLUTION

13.1. Dispute Resolution Procedure. The Parties will resolve any dispute between the Parties regarding the interpretation of this Agreement or Itron's performance using the procedures in this Section.

13.1.1. Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Upon delivery of the notice, each of the Parties will appoint a designated representative who does not devote substantially all of his or her time to performance under this Master Sales Agreement and who, in the case of Customer, will be a director (or more senior corporate officer), and in the case of Itron, a director (or more senior corporate officer), to meet for the purpose of resolving the dispute.

13.1.2. The representatives will discuss the problem and negotiate in good faith to resolve the dispute promptly and without the necessity of any formal proceeding. If either Party intends to have an attorney attend a meeting, it will notify the other Party at least two (2) business days before the meeting to enable the other Party to also be accompanied by an attorney. All negotiations pursuant to this Section are confidential and will be treated as compromise and settlement negotiations for purposes of evidentiary rules.

13.1.3. If the disputed matter has not been resolved by the designated representatives within ten (10) business days after delivery of the written notice by one Party to the other, or such longer period as agreed to in writing by the Parties, each Party will have the right to commence any legal proceeding as permitted by law.

13.2. Agreements in writing. No agreement achieved under this dispute resolution process will be binding on either Party unless set forth in a writing executed by both Parties by duly authorized signatories.

13.3. No Termination or Suspension of Services. During the pendency of any dispute, Itron will not interrupt or delay the provision of Services, disable any Deliverable in whole or in part, or perform any other action that prevents, slows down, or reduces in any way the provision of Services or Customer's ability to conduct its business, unless Customer agrees in writing or terminates this Master Sales Agreement.

13.4. Injunctive relief. Neither Party will be obligated to follow the procedures set forth in this Section when seeking injunctive relief.

14. Miscellaneous.

14.1. Entire Agreement. This Agreement and any attachments hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all previous agreements pertaining to such subject matter. All prior agreements, representations, warranties, statements, negotiations, understandings, and undertakings are superseded hereby and Customer represents and acknowledges that it has not relied on any representation or warranty other than those explicitly set forth in this Agreement in connection with its execution of this Agreement. Neither Party shall be bound by terms and conditions imprinted on or embedded in purchase orders, order acknowledgments, statements of work not expressly made a part hereof or other communications between the Parties.

14.2. Waivers. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

14.3. No Assignment. This Agreement is personal to each Party, and none of the rights of a Party hereunder shall be sold, transferred, assigned or sublicensed by a Party; provided, however, that upon written notice to

Customer, Itron shall have the right to assign, by contract or by operation of law, any or all of its rights and obligations under this Agreement to a Itron Affiliate without any requirement that Itron seek or obtain the approval of Customer. “*Itron Affiliate*” means an entity controlled by or under common control with Itron.

14.4. Captions; Section Numbers. Article, section and paragraph numbers and captions are provided for convenience of reference and do not constitute a part of this Agreement. Any references to a particular Section of this Agreement will be deemed to include reference to any and all subsections thereof.

14.5. Neither Party Deemed Drafter. Despite the possibility that one Party or its representatives may have prepared the initial draft of this Agreement or any provision or played a greater role in the preparation of subsequent drafts, the parties agree that neither of them will be deemed the drafter of this Agreement and that, in construing this Agreement, no provision hereof will be construed in favor of one Party on the ground that such provision was drafted by the other.

14.6. Expenses. Each Party will be responsible for, and will pay, all expenses paid or incurred by it in connection with the planning, negotiation, and consummation of this Agreement.

14.7. Anti-Corruption. Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an Itron employee or agent in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, it will use reasonable efforts to promptly notify Itron’s Law Department via the contact information in the notices section.

14.8. Relationship of the Parties. The Parties are independent contractors for all purposes and at all times. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. Itron has the responsibility for, and control over, the methods and details of performing services and providing products under this Agreement. Itron will provide all tools, materials, training, hiring, supervision, work policies and procedures, and be responsible for the compensation, discipline and termination of Itron personnel. Neither Party has any authority to act on behalf of, or to bind the other to any obligation.

14.9. Compliance with Law. Itron and Customer will at all times perform their respective obligations under this Agreement in compliance in all material respects with all applicable foreign, domestic, state, and local laws and regulations of all applicable foreign and domestic jurisdictions, and in such a manner as not to cause the other to be in material violation of any applicable laws or regulations including any applicable requirements of any foreign, domestic, state, or local authority regulating health, safety, employment, the environment, consumer protection, security, exportation, information services, or telecommunications.

14.10. Governing Law. This Agreement and performance hereunder will be governed by and construed in accordance with the laws of the State of Georgia without reference to their conflicts of law principles or the United Nations Convention on Contracts for the Sale of Goods.

14.11. Forum Selection. The Parties agree that all actions and proceedings arising out of or related to this Agreement, except as necessary to enforce indemnity or defense obligations, will be brought only in a state court located in Richmond County, Georgia or in the United States District Court for the Southern District of Georgia. The Parties hereby consent to such venue and to the jurisdiction of such courts over the subject matter of such proceeding and themselves.

14.12. Jury Trial Waiver.

14.12.1. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING AMONG THE PARTIES UNDER THIS AGREEMENT OR OTHERWISE RELATED TO THIS AGREEMENT, WHETHER MADE BY CLAIM,

COUNTERCLAIM, THIRD PARTY CLAIM OR OTHERWISE.

14.12.2. If the jury waiver is held to be unenforceable, the Parties agree to binding arbitration for any dispute arising out of this Agreement or any claim arising under any federal, state or local statutes, laws, or regulations. The arbitration will be conducted in accordance with the arbitration rules promulgated under the CPR Institute for Dispute Resolution's ("CPR") Rules for Non-Administered Arbitration of Business Disputes then prevailing. To the extent that the provisions of this Agreement and the prevailing rules of CPR conflict, the provisions of this Agreement will govern. The arbitrator(s) will be required to furnish, promptly upon conclusion of the arbitration, a written decision, setting out the reasons for the decision. The arbitration decision will be final and binding on the parties, and the decision may be enforced by either Party in any court of competent jurisdiction. Each Party will bear its own expenses and an equal share of the expenses of the third arbitrator and the fees, if any, of the CPR.

14.12.3. The Parties agreement to waive their right to a jury trial will be binding on their respective successors and assignees.

14.13. Notices. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by overnight delivery, (iv) the second business day after sending by confirmed facsimile, or (iv), except for legal notices, the first business day after sending by email. All legal notices shall be clearly identified as such.

14.14. Severability. If any provision of this Agreement or its applications to particular circumstances is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision (or its application to those circumstances) will be deemed stricken and the remainder of this Agreement (and the application of that provision to other circumstances) will continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the parties; the parties will replace the severed provision with the provision that will come closest to reflecting the intention of the parties underlying the severed provision but that will be valid, legal, and enforceable.

14.15. Force Majeure. Except for the obligation to pay monies due and owing, neither Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, industry wide shortages of supplies, actions of governmental entities, riots, war, terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the defaulting Party shall be extended for a period equal to the period during which such event prevented such Party's performance.

14.16. No Third Party Rights. This Agreement is entered into only for the benefit of Customer and Itron and no other person or entity shall have the right to enforce any of its terms.

14.17. Authorization. Each Party represents and warrants that the signing, delivery and performance of this Agreement has been properly authorized.

14.18. Counterparts. This Agreement may be executed by facsimile or scan and in counterparts, which taken together shall form one legal instrument.

[Signature Page Follows]

**SIGNATURE PAGE
TO
MASTER SALES AGREEMENT
TERMS AND CONDITIONS**

AGREED:

Itron, Inc.

Customer

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

**TRANSACTION SUMMARY
TO
MASTER SALES AGREEMENT**

Technology & Services Addendum to Master Sales Agreement	
1. Equipment Purchase & Warranty Schedule Addendum	<input checked="" type="checkbox"/>
2. Software License Addendum	<input checked="" type="checkbox"/>
3. Maintenance & Support Services Addendum	<input checked="" type="checkbox"/>
4. Installation/Implementation Services Addendum	<input checked="" type="checkbox"/>
5. Itron Mobile Addendum	<input type="checkbox"/>
6. Software-AS-A-Service Addendum	<input checked="" type="checkbox"/>
7. Order Document	<input checked="" type="checkbox"/>

Pricing Summary <i>(Attached)</i>
Q-00010241 Ver1 Feb dated February 6, 2025

Identification of Licensed Software <i>(if applicable)</i>
Application Name
FCS
License Term
<input checked="" type="checkbox"/> Perpetual <input type="checkbox"/> Fixed Term (Click here to enter text. Years) <input type="checkbox"/> Check if fixed term license requires purchase of software maintenance and support services
Usage
<input checked="" type="checkbox"/> Tier Limitation, if applicable (Maximum Usage: Click here to enter text.)

Billing Information <i>(if applicable)</i>	
Ship Software to Contact Name:	_____
	Address: _____
	City / State / Zip: _____
	Phone Number: _____
	email Address: _____
Billing Contact Information	Contact Name: _____ Address: _____ City / State / Zip: _____ Phone Number: _____ Fax Number: _____
Renewal Notice Contact Information	Contact Name: _____ Address: _____ City / State / Zip: _____ Phone Number: _____

Fax Number: _____
Purchase Order Number: _____

EQUIPMENT ADDENDUM

1 Relationship to General Terms and Conditions

This Addendum is governed by the General Terms and Conditions and applicable Order Documents.

2 Additional Definitions.

The following defined terms are in addition to those defined in the General Terms and Conditions:

Equipment means Itron Equipment and Third Party Equipment.

Firmware means the object code version of software embedded in Equipment.

Itron Equipment means equipment listed on an Order Document for sale to Customer under this Agreement that is manufactured by or on behalf of Itron.

Third-Party Equipment means equipment listed on an Order Document for sale to Customer under this Agreement that is not manufactured by or on behalf of Itron.

Warranty Period means the Itron Equipment warranty period specified on the attached Itron Equipment Warranty Table, if no other applicable Warranty Period is specified in the Order Document, or the Warranty period set forth in the Order Document, if the Order Document specifies the applicable Warranty Period.

3 Ordering Equipment.

Customer shall order Equipment by issuing a Purchase Order to Itron in accordance with this Agreement.

4 Invoicing.

Itron will invoice Customer for Equipment, any related surcharges, and reimbursable shipping-related expenses, on or after the date of shipment.

5 Ordering, Lead Time & Ship Date.

Scheduled shipping dates will be assigned by Itron as close as possible to Customer's requested date based on Itron's then-current lead times for the Equipment. Upon Customer's request, Itron will communicate current lead times. Itron will also communicate scheduled shipping dates in the order acknowledgment or on Itron's customer portal.

6 Order Cancellation & Rescheduling.

Purchase Orders for Equipment may not be canceled or rescheduled by Customer, unless agreed to by Itron.

7 Forecasts.

Each month Customer will provide Itron with a rolling, nonbinding, minimum 12-month forecast of Customer's anticipated Equipment demand.

8 Shipment, Title & Risk of Loss.

Itron will ship Equipment to the location specified in the applicable Purchase Order. Unless otherwise provided in a Pricing Summary to this Agreement, Customer is responsible for reimbursing Itron's freight, insurance, and other shipping expenses, which will be invoiced to and paid by Customer. At Customer's request, Itron will make shipping arrangements with Customer's designated carrier to ship Equipment from the production facility to the final delivery destination on Customer's account, if Customer provides Itron with account and other information required by Itron to make such arrangements. Otherwise, Itron will select the carrier. risk of loss and title to Equipment shall transfer to Customer upon shipment. Itron may charge Customer reasonable storage fees if Customer's designated carrier fails to take delivery of Equipment within five (5) business days of the date Itron makes such Equipment available for shipment.

9 Documentation.

Itron will make its standard Documentation for Itron Equipment available via download. Itron will provide Customer with download instructions.

10 Equipment Firmware.

The purchase of Itron Equipment includes a nonexclusive license under Itron copyrights to use Firmware in Itron Equipment. The license to any Firmware in Third-Party Equipment purchased by Customer through Itron shall be between Customer and the manufacturer of the Third-Party Equipment.

11 Returns.

Except as provided in Section 12 below, Itron does not accept returns unless: (i) Itron shipped a product other than as specified in the Purchase Order, (ii) such product is unopened, and (ii) the product is returned in accordance with Itron's then current RMA policy and procedures. With the exception of Itron meter-reading equipment, Customer's right to return Third-Party Equipment purchased by Customer through Itron shall be subject to the terms of the manufacturer of the Third-Party Equipment.

12 Itron Equipment Warranty.

Itron warrants solely to Customer that, during the Warranty Period, Itron Equipment will be free from defects in materials and workmanship and will conform in all material respects to the applicable Itron published specifications. As Customer's sole and exclusive remedy for a breach of the foregoing warranty, Itron will, at its option and expense: (i) repair or replace faulty Itron Equipment under warranty after it has been returned to an Itron-designated repair facility during the Warranty Period in accordance with Itron's then current RMA policy and procedures, (ii) provide Customer with a Firmware or software fix to correct the nonconformity, or (iii) if Itron determines (in its reasonable judgment) that it is unable to provide a remedy specified in item (i) or (ii) of this section, Itron will provide Customer with a depreciated refund of the purchase price for the applicable Itron Equipment. Customer will pay the cost of returning Itron Equipment to the Itron designated repair facility and Itron will pay the cost of returned repaired or replacement Itron Equipment to Customer. Customer is responsible for any labor costs associated with removal or reinstallation of Itron Equipment. Repaired and replacement Itron Equipment will be warranted for the remainder of the Warranty Period, or sixty (60) days from the ship date of the repaired or replaced Itron Equipment, whichever is longer. Additional warranty terms for specific Itron Equipment may be specified in the attached Itron Equipment Warranty Table.

13 Itron Equipment Warranty Exclusions.

The above warranty and additional warranty terms in the attached Itron Equipment Warranty Table do not cover Itron Equipment in poor operating condition due to: (a) changes or repairs made to Itron Equipment without Itron's prior written consent; (b) use with cables, mounting kits, antennas, battery backups and other devices, Third Party software or firmware that Itron has not provided to Customer or approved in writing for use with Itron Equipment; (c) Customer's or a Third Party's misuse, abuse, negligence, or failure to store, install, test, handle or operate Itron Equipment in accordance with its Documentation; (d) a Force Majeure event; or (e) incorrect data, or data entry or output by Customer or a Third-Party not under Itron's control. Additional warranty exclusions for specific Itron Equipment may be specified in the attached Itron Equipment Warranty Table. Customer may request that Itron repair Itron Equipment damaged by any of the foregoing; if Itron agrees to make such repairs, Customer may be charged additional Fees.

14 Integration of Itron Equipment.

If Customer purchases Itron Equipment for integration into third-party devices or other third-party hardware, Customer must obtain warranty service for the Itron Equipment from the third-party integrated device provider.

15 Equipment End of Sale.

15.1 Notice.

During the applicable pricing period, Itron will provide Customer with no less than one hundred and eighty (180) days' notice before discontinuing the sale of any Itron Equipment set forth in an Order Document, provided that Customer has purchased such Itron Equipment within the three hundred and sixty-five (365) day period preceding the date upon which notice is to be given. During the foregoing notice period, Customer may place non-cancellable non-returnable "last time buy" Purchase Orders for any Itron Equipment identified in the end of sale notice, unless such discontinued sale is due to a Force Majeure event in which case the last time buy will be governed by the Force Majeure event notification. Customer must take delivery of all such Itron Equipment ordered within one hundred and eighty (180) days of the Purchase Order acceptance date or within thirty (30) days from shipment availability, whichever is longer. Itron does not guarantee the availability of Third-Party Equipment. Itron's sole obligation with respect to the discontinuance of Third-Party Equipment is to provide Customer with any end of sale notice that Itron receives from the Third-Party Equipment manufacturer.

15.2 Replacement Itron Equipment

Itron will not end of sale any Itron Equipment during the pricing period without making functionally equivalent replacement equipment available for purchase by Customer, provided such functionality is listed in the Itron Documentation for such Itron Equipment in use by Customer. Any such replacement equipment will be backwards compatible and interoperable with other Itron Equipment to the same extent as the Itron Equipment it was designed to replace. Itron may either (i) disable any new functionality or features provided by the replacement equipment, or (ii) if Itron is unable to disable any new functionality

or features in the replacement equipment, or Customer elects to purchase such new functionality or features, charge Customer the applicable fees for such new functionality or features.

16 Third-Party Equipment Warranty.

Itron is not the manufacturer of the Third Party Equipment and makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition, quality, performance or non-infringement of Third-Party Equipment. Third Party Equipment shall be subject to any warranties provided by the Third-Party Equipment manufacturer. Itron will pass through to Customer, or make commercially reasonable efforts to enforce on Customer's behalf, any warranties and remedies received from the Third-Party Equipment manufacturer.

17 Survival

The following sections of this Addendum shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: 1 (Relationship to General Terms and Conditions), 2 (Additional Definitions), 4 (Invoicing), 6 (Order Cancellation & Rescheduling), 8 (Shipment, Title & Risk of Loss), 10 (Equipment Firmware), 11 (Returns), 12 (Itron Equipment Warranty), 13 (Itron Equipment Warranty Exclusions), 14 (Integration of Itron Equipment), 16 (Third-Party Equipment Warranty) and 17 (Survival).

Itron Equipment Warranty Table

Itron Equipment or Repair Service	Warranty Period and Additional Warranty Terms																				
<p>100W+ series water module (including battery)</p> <p>500W series water module (including battery), excluding 500W series cellular water module</p>	<p>Each 100W+ and 500W series water module (including battery) (each, a "Water Module" and collectively, the "Water Modules") receives a 20-year warranty consisting of 10 years of warranty coverage under <u>Section 12</u> ("Itron Equipment Warranty") followed by 10 years of discounts against replacement products, as described below:</p> <p>Warranty Period: 10 years from date of shipment.</p> <p>Discount Period: If a Water Module (including battery) fails during the ten-year period following expiration of the applicable Warranty Period (the "Discount Period"), subject to applicable warranty exclusions under <u>Section 13</u> (Itron Equipment Warranty Exclusions), Itron will provide Customer with a discount off Itron's then-current list price for any available Itron water module to replace the failed Water Module (including battery) per the discounts set forth below:</p> <table data-bbox="607 659 1473 827"> <tr> <th>10-year Discount Period following 10-year Warranty Period</th><th>Discount</th></tr> <tr> <td>Years 1 through 5</td><td>50%</td></tr> <tr> <td>Years 6 through 10</td><td>25%</td></tr> </table> <p>Itron replacement water modules will be compatible with an Itron-supported water module reading solution.</p> <p>Warranties on the applicable Water Modules shall be void if (a) such Water Module is used in connection with a third-party reading system that has not been approved by Itron in writing; or (b) Customer utilizes the two (2) battery version of such 500W Water Module in mobile mode for more than two (2) consecutive years.</p>	10-year Discount Period following 10-year Warranty Period	Discount	Years 1 through 5	50%	Years 6 through 10	25%														
10-year Discount Period following 10-year Warranty Period	Discount																				
Years 1 through 5	50%																				
Years 6 through 10	25%																				
<p>500W series cellular water module (including battery)</p>	<p>Each 500W series cellular water module (including battery) (each, a "Cellular Water Module" and collectively, the "Cellular Water Modules") receives a 20-year warranty consisting of 10 years of warranty coverage under <u>Section 12</u> (Itron Equipment Warranty) followed by 10 years of discounts against replacement products, as described below:</p> <p>Warranty Period: 10 years from date of shipment.</p> <p>Discount Period: If a Cellular Water Module (including battery) fails during the ten-year period following expiration of the applicable Warranty Period (the "Discount Period"), subject to applicable warranty exclusions under <u>Section 13</u> ("Itron Equipment Warranty Exclusions"), Itron will provide Customer with a discount off Itron's then-current list price for any available Itron cellular water module to replace the failed Cellular Water Module (including battery) per the discounts set forth below:</p> <table data-bbox="607 1556 1473 1967"> <tr> <th>10-year Discount Period following 10-year Warranty Period</th><th>Discount</th></tr> <tr><td>Year 1</td><td>70%</td></tr> <tr><td>Year 2</td><td>65%</td></tr> <tr><td>Year 3</td><td>60%</td></tr> <tr><td>Year 4</td><td>55%</td></tr> <tr><td>Year 5</td><td>50%</td></tr> <tr><td>Year 6</td><td>45%</td></tr> <tr><td>Year 7</td><td>40%</td></tr> <tr><td>Year 8</td><td>35%</td></tr> <tr><td>Year 9</td><td>30%</td></tr> </table>	10-year Discount Period following 10-year Warranty Period	Discount	Year 1	70%	Year 2	65%	Year 3	60%	Year 4	55%	Year 5	50%	Year 6	45%	Year 7	40%	Year 8	35%	Year 9	30%
10-year Discount Period following 10-year Warranty Period	Discount																				
Year 1	70%																				
Year 2	65%																				
Year 3	60%																				
Year 4	55%																				
Year 5	50%																				
Year 6	45%																				
Year 7	40%																				
Year 8	35%																				
Year 9	30%																				

Itron Equipment or Repair Service	Warranty Period and Additional Warranty Terms	
	Year 10	25%
	<p>Itron replacement water modules will be compatible with an Itron-supported water module reading solution.</p> <p>Warranties on the applicable Water Modules shall be void if (a) such Water Module is used in connection with a third-party reading system that has not been approved by Itron in writing; or (b) Customer utilizes the two (2) battery version of such 500W Water Module in mobile mode for more than two (2) consecutive years.</p>	
CGR ACT Module (CAM)	Warranty Period: 5 years from date of shipment.	
Itron Leak Sensor		
CENTRON Electric Meter	Warranty Period: 3 years from date of shipment.	
Intelis Gas Meter/Intelis 250 Gas Meter/Intelis 425 Gas Meter		
SENTINEL Electric Meter		
QUANTOMETER (MZ) Gas Meter		
ROTARY (DELTA) Meter	Warranty Period: 2 years from date of shipment.	
TURBINE (FLUXI) Gas Meter		
Repairs or updates for out-of-warranty electricity meters	Additional Warranty Terms: Itron shall perform the repairs or updates with reasonable care and in a diligent and competent manner. Itron's sole obligation in connection with repair or update failures shall be, at its option, to correct or re perform repairs/updates or refund to Customer the amount paid for the repairs/updates. Customer must report any deficiencies in repair work to Itron in writing within 90 days of shipment to receive the remedies described herein.	
Repairs or updates for out-of-warranty Socket Based Routers, Pole Mounted Routers and Routing Nodes	Additional Warranty Terms: Itron shall perform the repairs or updates with reasonable care and in a diligent and competent manner. Itron's sole obligation in connection with repair or update failures shall be, at its option, to correct or re perform repairs/updates or refund to Customer the amount paid for the repairs/updates. Customer must report any deficiencies in repair work to Itron in writing within 90 days of shipment to receive the remedies described herein.	
All other Itron Equipment not listed above.	Warranty Period: 1 year from date of shipment.	

[End]

1. The Licensed Software. The Itron software licensed under this Addendum (the “*Licensed Software*”) is identified in the Transaction Summary and in the pricing summary.

2. Software Maintenance & Support. Note: Customers licensing Licensed Software in connection with Cloud Infrastructure service are required to purchase software Maintenance & Support Services for term of the Cloud Infrastructure service.

3. License Grant. Itron hereby grants to Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable right and license – within the Territory and for the Software License Term, subject to payment of license fees and compliance with the terms and conditions of this Addendum and the Agreement – to: (i) use, make, execute, display, and perform the Licensed Software in object code form for Customer’s own internal business purposes and only in connection with the number of specified endpoints. The “*Territory*” shall be the United States of America – or Canada, if Customer is a Canadian company that will be operating the Licensed Software in Canada. The Software License Term is identified in the Transaction Summary.

4. Third-Party Software. All software developed by a third-party and sublicensed by Itron is subject to the licensing terms of the third-party developer, a copy of which terms shall be given to Customer. Such third-party software does not include software incorporated or embedded into hardware and software manufactured or developed by Itron.

5. Restrictions. In addition to those restrictions, terms, and conditions set forth in the Agreement – and as a condition to the license grant under Section 3, above – Customer shall not (a) modify or create any derivative works from the Licensed Software or the documentation provided with the Licensed Software (“*Documentation*”), (b) include or combine the Licensed Software with any software or with any equipment or hardware other than as authorized by Itron, (c) use the Licensed Software to provide processing services to third-parties or on a service bureau basis, (d) reverse assemble, decompile, reverse engineer the Licensed Software or otherwise attempt to derive its source code, (e) transfer any copy of the Licensed Software from the authorized system to any other computer hardware or system, except in case of malfunctioning or defective computer hardware or system – and then only temporarily and with the consent of Itron; or (viii) export the Licensed Software or any copy or direct product thereof out of the United States except in compliance with applicable export laws and regulations. Customer may only make copies of Documentation as reasonably necessary for the use contemplated under the Agreement; provided, however, that Customer may not copy the Licensed Software other than to make one machine readable copy for disaster recovery or archival purposes. Installation of the Licensed Software shall be limited to one production environment and one test environment. The Licensed Software and Documentation is the Confidential Information of Itron. Customer recognizes and agrees that any breach of the preceding restrictions by Customer shall constitute a material breach of this Addendum by Customer, and, at the option of Itron, shall result in revocation and immediate termination of all rights and licenses granted hereunder. Customer further recognizes and agrees that nothing in this Section shall be construed as prohibiting Itron from pursuing any and all remedies in the event of such breach or violation, and Itron hereby expressly reserves such rights and remedies.

6. Reservation of Intellectual Property Rights by Itron. Itron (and third party developer in the case of sublicensed software) retains all right, title and interest, and all ownership, in and to the Licensed Software and Documentation, including but not limited to all patent, copyright, trade secret, proprietary and other intellectual property rights in the Licensed Software and Documentation and in any modifications and derivative works. Itron (and third party developer in the case of sublicensed software) reserves the sole right to modify and update the Licensed Software. Customer will not take any action that might impair or challenge in any way any right, title or interest of Itron (or the applicable third party developers in the case of sublicensed software) in any such intellectual property rights. Customer must not alter or remove trade names, trademarks, services marks, or copyright notices and any other proprietary notices or trademarks on any Licensed Software or Documentation.

7. Software Delivery. Licensed Software will be delivered on the date and in the manner agreed to by the Parties.

8. Limited Warranties. The following warranties are the sole and exclusive warranties offered by Itron in connection with the Licensed Software.

8.1. Itron Software. Itron represents and warrants that for a period of ninety (90) days from the date of delivery to Customer, the Itron Software will operate substantially in conformance with the applicable Specifications. Customer's sole remedy for a breach of this warranty – if Itron has failed to cure the breach of warranty within a reasonable period – will be the refund of license fees for the Licensed Software. Itron Software that is repaired or replaced pursuant to this Section will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Customer's license to Itron Software for which it has received a refund hereunder shall terminate upon its receipt of a refund. The foregoing warranty does not cover third party software.

8.2. Third Party Software. ITRON IS NOT THE OWNER OF THE THIRD PARTY SOFTWARE AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, AND FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE THIRD PARTY SOFTWARE. WITH RESPECT TO ITRON, CUSTOMER IS PROVIDED THIRD PARTY EQUIPMENT "AS IS." THIRD PARTY SOFTWARE SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED BY THE THIRD PARTY SOFTWARE LICENSOR. MODIFICATIONS MAY VOID OR OTHERWISE LIMIT ANY WARRANTY APPLICABLE TO THIRD PARTY SOFTWARE.

Itron agrees to act as a liaison with the third party software licensors in regard to the third party software warranties, if any, and will use its commercially reasonable efforts to assist Customer in enforcing those warranties.

9. Exclusions from Liability. Itron shall have no obligation to Customer to the extent any Licensed Software is adversely affected by: (i) use of the Licensed Software in combination with any equipment, computer hardware and peripheral devices, operating system software, device drivers, third party software programs, computer graphic elements, and the like that are not authorized by Itron; (ii) any modification, fix, update or upgrade to the Licensed Software that is made other than by Itron; (iii) the use of a version of Licensed Software that is not supported by Itron; (iv) Customer's failure to implement a fix, update, or upgrade to Licensed Software provided by Itron; (v) the maintenance or support of Licensed Software other than by Itron; (vi) viruses introduced through no fault of Itron; or (vii) Customer's failure to follow installation, set up, and configuration instructions as described in the Documentation.

10. Effect of Termination for Cause. Upon termination of this Addendum for cause, Customer shall immediately discontinue use of the Licensed Software and Documentation and will destroy or return to Itron any and all copies of the Licensed Software and Documentation and certify to Itron in writing within fourteen (14) days after such termination that Customer has destroyed or has returned to Itron the Licensed Software and Documentation. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials. Termination of this Addendum for cause will not restrict either Party from pursuing any other remedies available to it, including injunctive relief, nor will such termination relieve Customer of its obligation to pay all fees that accrued prior to such termination. Upon termination of this Addendum for cause, Itron will have no further obligations to Customer in any respect whatsoever with respect to the Licensed Software. For avoidance of doubt – notwithstanding the foregoing, upon termination of this Addendum for cause no license, express or implied, is granted to Customer to any Itron intellectual property rights in the Licensed Software and Documentation.

11. Open Source. In the event that Itron identifies open source components within the Itron Software and provides Customer with the applicable license(s), Customer is required to accept and will comply with all such licenses.

12. License Compliance Verification.

12.1. Records. Customer agrees to create, retain, and provide to Itron and its auditors accurate written records, system tool outputs, and other system information sufficient to provide auditable verification that

Customer's use of all Licensed Software is in compliance with the license terms and conditions of this Addendum and the Agreement, including, without limitation, all of Itron's applicable licensing and pricing terms. Customer is responsible for 1) ensuring that it does not exceed its authorized use, and 2) remaining in compliance with the license terms and conditions of this Addendum. Customer, at Itron's request, will provide records and other information to demonstrate compliance with license terms and conditions of this Addendum and the Agreement.

12.2. Verification Process. Upon reasonable notice, Itron may verify Customer's compliance with the license terms and conditions of this Addendum at all sites and for all environments in which Customer uses (for any purpose) Licensed Software. Such verification will be conducted in a manner that minimizes disruption to Customer's business and may be conducted on Customer's premises, during normal business hours. Itron may use an independent auditor to assist with such verification, provided Itron has a written confidentiality agreement in place with such auditor.

12.3. Resolution. Itron will notify Customer in writing if any such verification indicates that Customer has used any Licensed Deliverable in excess of its authorized use or is otherwise not in compliance with the licensing terms and conditions of this Addendum or the Solution Document. Customer agrees to promptly pay directly to Itron the charges that Itron specifies in an invoice for 1) any such excess use, 2) support for such excess use for the lesser of the duration of such excess use or two years, and 3) any additional charges and other liabilities determined as a result of such verification.

12.4. No Restriction on Seeking Injunctive Relief. Nothing in this Section 12 in any way limits or restricts Itron's right to seek injunctive relief for Customer's non-compliance with licensing terms and conditions of this Software Licensed Agreement Document.

13. Invoices. Itron will invoice Customer one hundred percent (100%) of the license fees for the Licensed Software upon delivery to Customer in the manner agreed upon.

14. Surviving Provisions. In addition to the Sections identified in the survival provisions of the Agreement, the following sections of this Addendum will survive expiration and termination of this Addendum and the Agreement: 6 ("Reservation of Intellectual Property Rights by Itron"), 9 ("Exclusions from Liability"), 10 ("Effect of Termination"), 12 ("License Compliance Verification").

[End of Addendum]

MAINTENANCE AND SUPPORT SERVICES ADDENDUM

1 Relationship to General Terms and Conditions

This Addendum is governed by the General Terms and Conditions and applicable Order Documents. If there is any inconsistency between the General Terms and Conditions and this Addendum, this Addendum shall control, but only to the extent of such inconsistency.

2 Additional Definitions

The following defined terms are in addition to those defined in the General Terms and Conditions:

Annual Adjustment means Itron's annual price increase.

Annual Fees means the annual Fees identified in an Order Document for each category of Covered Product, plus the Annual Adjustment, if any.

Client Services Guidelines Documents means the following documents as they may be updated by Itron from time to time: "Itron Equipment Repair Center Locations", and "Working Effectively with Itron Global Customer Support Services". Copies of the Client Services Guidelines Documents may be obtained by calling Itron Global Customer Support Service at +1(877) 487-6602 or such other number or process provided by Itron to Customer.

Covered Equipment means Itron equipment identified in an Order Document for which Customer has purchased Maintenance Services.

Covered Firmware means Itron's network and application firmware embedded within a communicating device identified in an Order Document (e.g., network interface cards, meters, endpoints, network equipment, etc.) for which Customer has purchased firmware Maintenance Services.

Covered Products mean Covered Firmware, Covered Software, Covered Equipment and Third Party Covered Products.

Covered Software means Itron software identified in an Order Document for which Customer has purchased Maintenance Services.

Error means a material failure of Covered Firmware or Covered Software to comply with applicable published Itron specifications.

Fix means a correction or workaround for an Error.

Global Support Services means those support services provided by Itron technical representatives via telephone, email, website or other means to assist Customer's Primary Service Contacts with questions or issues related to the operation of Covered Products.

Improvement means an update, modification, enhancement and/or extension to Covered Software functionality that is included in a Release.

M&S Commencement Date means the date upon and after which a Covered Product will be entitled to receive Maintenance Services, which unless otherwise provided in the applicable Order Document, will be as follows:

Covered Product	M&S Commencement Date
On premise Covered Software	Itron DI Applications: Date Itron DI Application is initially allocated in the DI Platform for Customer endpoint download following receipt of an accepted Purchase Order. Other Itron Software: First day of month following date Covered Software is made available to Customer
Covered Firmware	Date of shipment of the applicable communicating device
Covered Software provided as Software-as-a-Service or Hybrid SaaS subscription	The earlier of (a) validation of such Service Offering implementation by Itron pursuant to the

Covered Product	M&S Commencement Date
	applicable Statement of Work, or (b) seven (7) days after completing application system setup and the Customer has been provided valid access credentials for such Service Offering
Covered Equipment	End of warranty period
Third Party Covered Products	Per applicable third-party service provider terms and conditions

Maintenance Billing Cycle means a period of one (1) year beginning on January 1st of each calendar year.

Maintenance Services means services provided under this Addendum.

Operating Condition means performance in accordance with applicable published Itron specifications.

Primary Services Contacts means Customer's primary support staff who provides internal support to Customer's operations personnel and who are key interface to Itron for all Maintenance Services.

Release means a collection of Fixes and / or Improvements made available by Itron to Customer.

Service Levels means the defined level of impact and associated response time, effort level, and escalation path procedures and guidelines described in Attachment A-1 to this Addendum.

Service Offering has the meaning set forth in the Software-as-a-Service Addendum.

Service Request means an Itron tracked Customer request for Global Support Services.

Third Party Covered Products means third-party equipment and third-party software identified in an Order Document for which Customer has purchased Maintenance Services.

3 Principal Services Contacts

3.1 Designation by Customer

Customer shall designate a minimum of one (1) and not more than two (2) Primary Services Contacts for each Covered Product line, to serve as administrative liaisons for all matters pertaining to Maintenance Services for such Covered Product line and shall provide their contact information to Itron's customer account representative. Primary Services Contacts shall promptly report problems with Covered Products by submitting a Service Request for entry into Itron's support tracking system. Although it is Customer's sole right to choose its Primary Services Contacts, Customer and Itron acknowledge that each Primary Services Contact must have the appropriate technical skills and training for the position. If Customer replaces a Primary Services Contact, Customer will provide updated contact information to Itron's customer account representative, and the new Primary Services Contact will be properly trained prior to interfacing with Itron support personnel.

3.2 Training of Principal Services Contacts

Before a Primary Services Contact interfaces with Itron support personnel, he/she will attend training sessions offered by Itron, an Itron-approved trainer, or Customer's training program approved by Itron to ensure that the Primary Services Contact is (i) knowledgeable about operation of the applicable Covered Products, and (ii) qualified to perform problem determination and remedial functions with respect to such Covered Products. Customer may perform Itron-approved training or may engage Itron to perform training of Primary Services Contacts at Itron's then current rates. Itron will make training sessions available by remote video conference or training will be made available at a location or in a manner mutually agreed by the Parties. Customer shall be responsible for all Customer's associated travel-related expenses and, if the Parties agree that training will be provided at a location other than an Itron-designated facility (e.g., at a Customer-proposed facility), Customer will also reimburse Itron's travel-related expenses. The Primary Services Contacts must have the skills and capabilities to train other Customer personnel on Covered Products. Itron may update Covered Product training from time to time and, upon receiving notice of such updates from Itron, Customer shall promptly provide such training to its Primary Services Contacts in accordance with this Section.

4 Global Support Services & Service Requests

4.1 Global Support Services

Itron will make support representatives available to provide technical support during its then current normal business hours as set forth in the Client Services Guidelines Document. Global Support Services include troubleshooting & problem diagnosis relating to Covered Products; release or system management consulting; and recommendations for fully utilizing Covered Products. Customer acknowledges and agrees that Global Support Services are not intended as a substitute for training of Customer personnel, field support, or Itron professional services. Nor will Customer use Global Support Services in lieu of having qualified and trained support personnel of its own.

4.2 Service Request Process

Customer shall submit Service Requests in the manner required by the Client Services Guidelines Documents and Service Levels. When Customer submits a Service Request, Customer will reasonably assess its business urgency according to the appropriate Severity Level in Attachment 1 to this Addendum. Itron will designate the initial Severity Level and the Parties will resolve any perceived gap regarding the Severity Level designation as soon as is reasonably practical. Customer may submit Service Requests on a 24/7/365 basis and Itron will respond to such Service Requests in accordance with the Service Levels.

4.3 Field Support

At Customer's request, and Itron's approval, Itron will dispatch support personnel to Customer's location to provide onsite Global Support Services ("Requested Field Support") related to a reported problem which cannot be addressed remotely. Requested Field Support will be billed at Itron's then-current rates, and Customer will reimburse Itron's travel-related expenses, unless the cause of the reported problem is found to be due to an error in the Itron product or service.

5 Itron Firmware and Software Maintenance

5.1 Scope

Firmware Maintenance Services covers its associated Covered Firmware embedded within the applicable communicating device. Software Maintenance Services covers its associated Covered Software sold as: (i) on premise software license, and (ii) Software-as-a-Service or SaaS Hybrid subscription.

5.2 Modifications

Itron may modify or replace Covered Firmware and Covered Software so long as such modifications or replacements do not eliminate key, documented functionality provided by the most current System Release.

5.3 Fixes

Itron shall provide Fixes in accordance with the Service Levels. Itron's obligations with respect to Service Levels are contingent upon Customer (i) devoting the necessary resource effort required to support of Itron restoring the system and remediating the Error, (ii) responding to requests made by Itron within the applicable Response Time, (iii) assigning only qualified personnel to help Itron address the Error, and (iv) providing all information, access, and assistance reasonably requested by Itron to address the Error.

5.4 Improvements

Itron shall provide Improvements, if any, at no charge to Customer if such Improvements are made within the current product specifications and are made available to Itron customers generally at no charge. Improvements released as new add-on modules/features and not part of the product's original specifications, may require additional licensing and support fees and will be made available at Itron's then current rates.

5.5 Software Releases

5.5.1 Release Numbering Convention. Upgrades, Fixes and/or Improvements are made available to customers through periodic Software Releases. For informational purposes, Itron's current practice (which may vary and be changed by product, at any time in Itron's discretion) is to provide Software Releases using the numbering guideline, "X.X.X.X"

5.5.2 The first place, "X.X.X.X", in Itron's numbering convention refers to a "Major Release", or "System Release", which consists of a new version of Covered Software. A Major Release may include architectural changes, Improvements, Fixes and / or interfaces to new functional modules or platforms. A Major release may require infrastructure or component updates which affect compatibility with previous release versions.

5.5.3 The second place, "X.X.X.X", in Itron's numbering convention refers to a "Minor Release", which is an update to a current Major Release. A Minor Release may include consolidation of previous

Service Packs, Improvements, Fixes, platform / 3rd party updates. Minor Release are provided to Itron customers on a regularly scheduled basis.

5.5.4 The third place, "X.X.X.X", in Itron's numbering convention refers to a "Service Pack, which is an update to specific modules found in a current Major Release. A Service Pack may include Fixes to Severity 1 - Severity 4 issues for a specified Minor or Major Release.

5.5.5 The fourth place, "X.X.X.X", in Itron's numbering convention refers to a "Hot Fix," which is an unscheduled release provided to one or more customers as a short-term, temporary fix to a critical Severity Level 1 Error. While not utilized by all Itron software product lines, Hot Fix releases are not made available to Itron customers generally but may be included in the next scheduled Minor Release or Service Pack for general release.

5.6 Support for Covered Firmware

Itron will only provide Maintenance Services for Covered Firmware if Customer: (i) is current on all applicable Fees for such Maintenance Services, (ii) tests and installs the latest Covered Firmware Fix within twelve (12) months of it being made available to Customer, and (ii) tests and installs the latest Covered Firmware Improvement within twenty-four (24) months of being made available by Itron.

5.7 Support for On Premise Itron Enterprise Edition, OpenWay and GenX Software

Itron will only provide Maintenance Services for on premise Itron Enterprise Edition and OpenWay software if Customer: (i) pays the applicable fees for such Maintenance Services, (ii) tests and installs Service Pack Releases associated with the Major or Minor Release in use by Customer within twelve (12) months of such Service Pack Releases being made available to Customer, and (iii) tests and installs the latest Major or Minor Releases within twenty-four (24) months to thirty-six (36) months of such Software Release being made available by Itron.

5.8 Support for Other On Premise Covered Software

Itron will only provide Maintenance Services for other on premise Covered Software if Customer: (i) pays the applicable fees for such Maintenance Services, and (ii) tests and installs Major, Minor and Service Pack Releases within twelve (12) months of such Software Releases being made available by Itron.

5.9 Support for SaaS or IaaS

Itron will only provide Maintenance Services for Covered Software sold as a Software-as-a-Service or Hybrid SaaS subscription if Customer: (i) is current on all applicable fees for such Software-as-a-Service or SaaS Hybrid subscription and related Maintenance Services, and (ii) tests a Release as installed by Itron either in Customer's production Software-as-a-Service or Hybrid SaaS environment, or in Customer's funded non-production Software-as-a-Service or Hybrid SaaS environment, prior to Customer's full production use of the Release.

5.10 Support for Unsupported Itron Software and Firmware

At Customer's request, Itron may elect to provide Maintenance Services for an unsupported Release at Itron's then-current rates.

5.11 Mandatory Revisions

Customer must install all software and firmware updates, patches, and service packages provided by, or as directed by, Itron from time to time and which may be required to correct errors, vulnerabilities, third-party concerns, or as otherwise necessary to ensure proper functioning of the Covered Software or to protect the interests of the Parties ("**Mandatory Revisions**"). ITRON IS NOT LIABLE FOR ANY CUSTOMER OR THIRD-PARTY DAMAGES RESULTING FROM CUSTOMER'S FAILURE TO INSTALL ANY MANDATORY REVISION IN A TIMELY MANNER.

5.12 Installation Services for On Premise Releases

Maintenance Services for on premise Covered Software and Covered Firmware includes the following Release installation services: limited, remote consulting support, during standard business hours, for Covered Software and Covered Firmware on Itron-approved server configurations for one production server and one non-production server (test, training, or back-up – for example) owned / operated by Customer. At Customer's request, Itron may provide on premise Software Release installation services for System Releases or Service Packs on current certified production servers, additional production servers or nonproduction servers, at its then-current rates. Itron will install Releases to Covered Software sold as a Software-as-a-Service or Infrastructure-as-a-Service subscription in accordance with the applicable terms and conditions for such services.

5.13 Restoring Firmware or Software to Maintenance Services

If Customer declines or discontinues Maintenance Services for Covered Firmware or Covered Software and thereafter wishes to resume such Maintenance Services for the most recent Release of that Covered Firmware or Covered Software, Customer shall, prior to receiving Maintenance Services, notify Itron in writing of its request for Maintenance Services and pay Itron's then-current re-initiation fee, which shall not exceed an amount equal to all Annual Fees that would have been invoiced for the applicable Covered Firmware or Covered Software if Customer had not elected to decline or discontinue Maintenance Services for that Covered Firmware or Covered Software, plus a five percent (5%) markup, in addition to prorated Annual Fees for the then-current Maintenance Billing Cycle.

5.14 Exclusions

Itron shall have no obligation to provide Maintenance Services for, or liability to Customer for Covered Software adversely affected by (i) use of Covered Firmware or Covered Software by anyone other than Itron in combination with software, equipment, or communications networks not referenced in the Documentation as being compatible with the Covered Firmware or Covered Software; (ii) modification or recompiling of Covered Firmware or Covered Software or Covered Software installation instructions / installation scripts or database schema scripts, or improper installation of a Release, by anyone other than Itron, (iii) failure to perform customer responsibilities describe in this Addendum, (iv) use of an unsupported version of Covered Firmware or Covered Software by anyone other than Itron; (v) Customer's failure to implement a Mandatory Revision; (vi) maintenance and/or support of Covered Firmware or Covered Products other than by Itron; (vii) viruses introduced through no fault of Itron; or (viii) network or communication link failures.

5.15 Documentation and Backup

Itron will make an electronic copy of the Documentation available to Customer at no additional charge via physical media or download access. Itron will also maintain a copy of its most recent supported version of executable Covered Firmware and on premise Covered Software to be made available to Customer or installed by Itron as necessary in the event of corrupted or inoperative Covered Firmware or on premise Covered Software. Said copy of executable Covered Firmware or on premise Covered Software or Third-Party software does not relieve Customer of its responsibility to backup and manage its Covered Firmware or on-premise software installation as part of ongoing system operation.

5.16 Customer Responsibilities

The provision of Maintenance Services for Covered Firmware or Covered Software by Itron assumes that Customer will facilitate such services as follows:

5.16.1 Service Requests

Customer will support Itron investigation and restoration efforts as defined in the Service Level table and will act upon / implement support solutions and workarounds recommended by Itron in a timely fashion. When escalating a Service Request with Itron, Customer's Primary Service Contact shall collect and provide all data logs, findings, analysis, and any relevant forensic information pertaining to the issue as outlined in Client Services Guideline Documents.

5.16.2 Data Review

If Itron determines that it is necessary to evaluate Customer data to reproduce error conditions not reproducible with Itron's standard test data sets, Customer will provide Itron with reasonable access to such data. Itron shall not be liable for any delay or failure to resolve the problem if access to such Customer data is denied to Itron.

5.16.3 Installation and Upgrades

Customer will engage Itron Global Support Services or their Itron account team for any Covered Firmware or on premise Covered Software installations and upgrades which require support beyond that provided herein.

5.16.4 Remote Access

Customer is responsible for supporting necessary remote access to Covered Firmware or on premise Covered Software by Itron support personnel assigned to provide Maintenance Services for purposes of remote diagnosis and troubleshooting of Covered Firmware or on premise Covered Software. Itron shall not be liable for any delay or failure to resolve a problem if remote access to Covered Firmware or on premise Covered Software is denied to Itron.

5.16.5 System Configuration, Operation and Maintenance

Customer is responsible for the configuration, operation, and maintenance of equipment, system peripherals, operating system, and data communications environment associated with on premise Covered Software. These activities include but are not limited to checking audit logs, clearing discovered

exceptions, and performing daily, weekly, and monthly operational tasks and systems responsibilities. Customer is responsible for any change made to Customer's software system, operating system, database or network configuration or any change to installation procedures, scripts, or any other provisions that materially affect the usability or operation of on premise Covered Software. Customer will obtain Itron's written consent prior to making any material changes that may affect the installation or operation of on premise Covered Software.

5.16.6 Network Administration

Customer is responsible to monitor and maintain, repair, replace and upgrade its local, and wide area network components (if any)—including network servers, network clients, network hubs, routers, modems, and other software components necessary for efficient and reliable network operations associated with Covered Firmware or on premise Covered Software—to ensure continued conformance with the applicable published Itron specifications. In addition, Customer is responsible to administer related host names, Internet Protocol addresses, network interfaces, access, security, communications, and equipment and software version control.

5.16.7 Database Administration

Customer is responsible to administer the agreed upon database(s) associated with on premise Covered Software, including hardware and software components, in accordance with the Documentation, which administration shall include, monitoring the database server, backing up electrical power sources, and configuring and administering of database schema, application interfaces, networking operating system, communications, and file transfer software. Customer is responsible to maintain database files (e.g., truncate, cleanup, and delete files consistent with industry standard practices) and perform regular data backup and data archiving.

6 Itron Equipment Maintenance

6.1 Maintenance Procedures

Customer shall initiate a request for Maintenance Services for Covered Equipment by delivering the Covered Equipment to the applicable Itron Certified Repair Center identified on the Itron Equipment Repair Location Table. Customer will return Covered Equipment at Customer's expense and in accordance with Itron's then-current Return Material Authorization ("RMA") procedures. Upon receipt of Covered Equipment (with the required information) under Itron's RMA procedures, Itron shall assess the item to determine (a) whether it is in fact Covered Equipment and (b) whether the maintenance requested is included within the Maintenance Services ordered by Customer and not otherwise excluded from coverage. If the returned equipment is determined to be Covered Equipment and the maintenance requested is included in the Maintenance Services ordered by Customer, Itron shall (i) perform preventative Maintenance Services necessary to maintain the Covered Equipment in Operating Condition, and (ii) diagnose and correct any failure in the Covered Equipment as necessary to meet Operating Condition, excluding minor cosmetic deficiencies such as blemishes, dents or scratches, and (iii) return the item of Covered Itron Equipment to Customer at Itron's expense within the applicable turnaround time identified on the Itron Equipment Repair Table. If Itron determines that returned equipment is not Covered Equipment or is excluded from the Maintenance Services ordered by Customer, then Itron will proceed in accordance with the estimation fees section below.

6.2 Exclusions

Itron is under no obligation to perform Covered Equipment Maintenance Services in circumstances where the failure or damage is due to: (i) accident, abuse, misuse, inadequate maintenance, problems caused by electrical power surges or acts of God outside of the tolerances set forth in the applicable published Itron specifications; (ii) service or repair processes (including installation or de-installation of equipment, parts, or firmware/software) not performed or authorized by Itron; (iii) use of parts, configurations or repair depots not certified or authorized by Itron; or (iv) Customer's failure to perform material Customer responsibilities in accordance with this Addendum, including caring for Covered Equipment in accordance with applicable Documentation.

6.3 Estimated Fees

Itron will provide Customer with a price quote for the estimated cost (including current inspection fees), including labor, materials and shipping, for any repairs to equipment that are requested, which Itron determines are excluded from or not included within the Maintenance Services ordered by Customer. If Customer elects not to proceed with the requested repair, Itron will return the item of equipment at Customer's expense and Itron may charge Customer its then-current inspection fee.

6.4 Adding/Restoring Equipment to Maintenance Services

Following the Effective Date, additional Covered Equipment purchased by Customer, of a similar type and model already covered under this Addendum, shall automatically be deemed to be Covered Equipment

following the M&S Commencement Date. If Customer declines or discontinues Maintenance Services for any Covered Equipment and thereafter wishes to add or restore such equipment as Covered Equipment, Itron may, prior to such equipment being included as Covered Equipment, inspect such equipment at Itron's then current rates to determine whether it is in Operating Condition and/or charge Itron's then current re-certification fee, in addition to prorated Annual Fees for the then-current Maintenance Billing Cycle (the "Re-initiation Costs"). At Customer's request, Itron will provide Customer with a quote for estimated Re-initiation Costs for equipment that Customer wishes to add or restore as Covered Equipment under this Section.

6.5 Equipment Responsibilities

Itron shall make available, and Customer shall obtain, a copy of the Documentation for Covered Equipment and Customer will be responsible to perform preventive maintenance for each such item in accordance with such Documentation. Customer shall also keep accurate records of Covered Equipment serial numbers and locations to assist Itron with performing Maintenance Services.

7 Fees and Invoicing

7.1 Annual Fees

Customer shall pay Annual Fees in advance of each Maintenance Billing Cycle in which it will receive Maintenance Services. Itron may also pass through price increases for Maintenance Services on Third-Party Covered Products that Itron receives from the third-party service provider on behalf of the Customer.

7.2 Invoicing

Itron will invoice Customer for the first Maintenance Billing Cycle on or after the Effective Date. Itron may invoice Customer for Maintenance Services for a Covered Product that is added during any Maintenance Billing Cycle at a prorated amount. Otherwise, Itron will invoice Customer for each subsequent Maintenance Billing Cycle approximately twenty (20) days prior to the commencement of the following Maintenance Billing Cycle.

7.3 Renewal Notice

Itron will provide Customer a renewal notice for Itron Covered Products at least one hundred twenty (120) days prior to the commencement of each Maintenance Billing Cycle. Customer may discontinue Maintenance Services for any Covered Product(s) by providing Itron with written notice of non-renewal no less than ninety (90) days prior to the commencement of a Maintenance Billing Cycle. Itron will provide Customer a renewal notice for Third Party Covered Products as soon as reasonably practical following Itron's receipt of such notice from the third party service provider.

7.4 Purchase Order

Customer shall submit a Purchase Order to Itron for the quoted amount of Itron Covered Products prior to the commencement of each Maintenance Billing Cycle. Customer shall submit a Purchase Order to Itron for the quoted amount of Third Party Covered Products thirty (30) days prior to the commencement of each Maintenance Billing Cycle. Itron will not renew Third Party Covered Product maintenance for which a Purchase Order has not been provided by Customer.

8 Support for Third Party Products

Itron shall provide first tier Global Support Services for Third Party Covered Products by handling all Customer inquiries, attempting to identify the component involved in the problem and obtaining appropriate documentation of such inquiry or problem. In addition, Itron shall make commercially reasonable efforts to facilitate Customer's receipt of maintenance and support for such Third-Party Covered Products consistent with the third-party maintenance terms identified on the applicable Order Document. Notwithstanding anything else to the contrary, Itron's sole obligation under this Addendum with respect to Third Party Covered Products shall be as set forth in this section.

9 End of Support

Itron may discontinue Maintenance Services for any Covered Equipment, Covered Firmware or Covered Software, effective as of the end of the applicable Maintenance Billing Cycle, by giving Customer written notice of such discontinuance no less than one hundred eighty (180) days prior to the end of such Maintenance Billing Cycle. The end of support date for a Third Party Covered Product shall be the date specified by the applicable third-party service provider, which date will be promptly communicated by Itron to Customer following the date of receipt.

If the end of support date is scheduled within a subsequent Maintenance Billing Cycle, Annual Fees for that subsequent Maintenance Billing Cycle will be pro-rated through the end of support date. At

Customer's request, or as defined in a related SaaS addendum / Order Document, Itron may elect to provide custom support for products for which Maintenance Services have been discontinued at Itron's then-current rates.

Periodically, Itron will make available product plan publications, including product information letters (PIL), product newsletters or written technology roadmaps which outline Itron's general plans for continued support and end of support of applicable Covered Products. Product publications are used as general guidelines for Customer communications and planning, which may be updated from time to time.

10 Survival

The following sections of this Addendum shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: 5.14 (Exclusions), 6.2 (Exclusions), 7 (Fees and Invoicing), 9 (End of Support), and 10 (Survival).

Attachment 1 to Maintenance & Support Services Addendum

– Software Maintenance & Support Service Levels –

Severity Level	Response Times	Effort Level and Restoration	Escalation
<p>Severity Level 1*</p> <p>Business Impact: Critical Impact / System Down. A Production System Error for which there is no work-around, which causes Covered Firmware or Covered Software Product or a critical business function / process of said product to be unavailable such that system operation cannot continue.</p> <p>Example: a) Billing cannot be completed, b) Major documented function not working, c) System hung or completely down</p>	<p>During regular business-hours Itron will begin the Service Request process during Customer's initial call.</p> <p>During after-hour periods, Itron will respond to a critical support voice messages within 15 minutes by a return call to Customer, to validate receipt of the critical support call and begin the Service Request process.</p> <p>Following the start of the Service Request process Itron will respond to Customer's Service Request within two (2) business hours with an investigation response.</p> <p>Itron will update Customer at three (3) hour intervals during each day the Service Request remains unresolved, or as otherwise agreed by the Parties.</p> <p>Customer will respond to an Itron inquiry or request within three (3) hours.</p>	<p>Itron will make diligent efforts on a 24x7 basis, or as otherwise agreed by the Parties, to:</p> <p>i) restore Covered Firmware or Covered Software with a change to eliminate root cause, ii) provide a workaround which restores Covered Firmware or Covered Software and downgrades the Severity Level to S2, S3, S4.</p> <p>Customer Support Staff must be available 24x7 to work cooperatively with Itron continuously until such time restoration is achieved.</p>	<p>An unresolved Service Request shall be escalated to Itron management as follows:</p> <p>After 30 minutes: Technical Customer Support Team Lead</p> <p>After 8 hours: Manager, Technical Client Services</p> <p>After 16 hours: Director, Global Support Services</p> <p>After 48 hours: Service Request. Vice President, Services and Delivery</p> <p>After 72 hours: President, Itron</p>

Severity Level	Response Times	Effort Level and Restoration	Escalation
<p>Severity Level 2*</p> <p>Business Impact: Major impact, degraded Operation.</p> <p>An Error other than a Severity Level 1 Error, for which there is no work-around, which degrades or limits operation of major system functions causing Covered Firmware or Covered Software to miss required business interface or deadlines. Covered Firmware or Covered Software remains available for operation but in a highly restricted fashion.</p> <p>Example: a) Billing cannot be completed on time, b) Major function is operating outside documented timing / term, c) Covered Firmware or Covered Software operating slow, missing data, data delivery, daily mission.</p>	<p>During regular business-hours Itron will respond to Customer regarding Service Request within one (1) business day.</p> <p>While Service Request remains unresolved, Itron will update the Customer and the Service Request at least every other business day, or as otherwise agreed by the parties.</p> <p>Customer will respond to an Itron inquiry or request within one (1) business day.</p>	<p>Itron will make diligent efforts during normal business hours to:</p> <p>i) restore Covered Firmware or Covered Software with a change to eliminate root cause, ii) a workaround which restores Covered Firmware or Covered Software and downgrade the Severity Level to S3, S4.</p>	<p>An unresolved Service Request shall be escalated to Itron management as follows:</p> <p>After 1 hours: Technical Customer Support Team Lead</p> <p>After 8 hours: Manager, Technical Client Services</p> <p>After 24 hours: Director, Global Support Services</p> <p>After 30 Days: Vice President, Services and Delivery</p>

Severity Level	Response Times	Effort Level and Restoration	Escalation
<p>Severity Level 3**</p> <p>Business Impact: Minor Impact: Business compromised operations. An Error other than a Severity Level 1 or Severity Level 2 Error that has moderate impact on use of or access, with low business impact, but not preventing Customer from performing daily activities.</p> <p>Example: The Service Request affects use by Covered Firmware or Covered Software users, allowing Customer's functions to continue to meet daily business needs.</p>	<p>During regular business-hours Itron will respond to Customer regarding Service Request within two (2) business days.</p> <p>While Service Request remains unresolved, Itron will update the Service Request weekly, or as otherwise agreed by the parties.</p> <p>Customer will respond to an Itron inquiry or request within two (2) business days.</p>	<p>Itron will work during normal business hours to:</p> <p>i) restore Covered Firmware or Covered Software with a change to eliminate root cause, ii) a workaround which restores Covered Firmware or Covered Software and downgrades the Severity Level to S4.</p>	
<p>Severity Level 4</p> <p>Business Impact: Standard Operations intact. A low or no-impact Error other than a Severity Level 1, Severity Level 2 or Severity Level 3 Error, or a request for enhancement / new functionality</p> <p>Example:</p> <p>Generally, a cosmetic Error or an Error which does not degrade Customer's use of the product or system.</p>	<p>During regular business-hours Itron will respond to Customer regarding Service Request within three (3) business days.</p>	<p>Itron GSS Management Team will make commercially reasonable efforts during normal business hours to understand the Service Request and provide applicable recommendations as to when a Fix may be schedule in a future release, or how to proceed with a formal enhancement request to Itron's product and delivery teams.</p>	

* Severity Level 1 and Severity Level 2 must be reported by phone to insure they are addressed under the appropriate severity level response process. Service Requests entered by email or Web access are generally addressed as a Severity Level 3.

** Service Request opened on Non-production servers / environments are entered as a Severity Level 3.

[End]

TECHNOLOGY & SERVICES ADDENDUM

– Installation/Implementation Services –

- 1. Scope.** This Addendum applies where: (a) Customer is purchasing installation services for Equipment, or (b) Customer is purchasing implementation services for the set-up, configuration, and validation of Licensed Software, Software-as-a-Service, Managed Services, or Cloud Infrastructure Service.
- 2. Invoicing.** Itron will invoice Customer for Services as set forth in the applicable SOW or pricing summary. Services performed on a time and materials basis will be invoiced at the end of the calendar month in which they are performed. Services performed on a fixed fee basis will be invoiced as set forth on the applicable SOW or, if not set forth on a SOW, upon completion.
- 3. Authorized Services.** Customer will not pay for, and Itron is not required to provide any services, for which both a statement of work and purchase order have not been issued by Customer and accepted by Itron. All changes to scope of work must be approved pursuant to the change request procedures of the Agreement or applicable statement of work.
- 4. Customer Responsibilities.** Customer shall timely perform all of its assigned, implied or assumed responsibilities under each statement of work using qualified personnel. Customer shall also provide Itron with reasonable cooperation in connection with the services, including for example, by providing Itron with reasonable access to Customer's facilities, service territory, personnel, systems, and information.
- 5. Reference Information.** If Customer provides Itron any reference information, designs, technical information, or other information required to be provided by Customer in connection with the services (collectively, the "*Reference Information*"), Itron shall be entitled to rely on the accuracy of such Reference Information.
- 6. Delays.** To the extent Customer's failure to adhere to Section 4 or Section 5 results in any delay or increases Itron's cost of performing the services, the delay shall be excused, and Itron reserves the right to increase its fees as necessary to offset its increased costs of performing the services. Itron will provide Customer with reasonable evidence of its increases costs of performing the services and will make commercially reasonable efforts to minimize such costs to the extent practicable under the circumstances.
- 7. Express Warranties for Professional Services.** The warranty period for services provided is ninety (90) days beginning from the completion date of the services. Unless otherwise expressly provided in a statement of work or other document expressly incorporated into the Agreement, as the sole and exclusive warranties offered by Itron in connection with this Addendum and each statement of work under it, Itron warrants to Customer that:
 - 7.1. Services.** Services will be provided in a timely, professional, and workmanlike manner.
 - 7.2. Itron Personnel.** Itron personnel will have the requisite experience, skills, knowledge, training and education to perform Services in a professional manner and in accordance with this Addendum and applicable statement of work.
 - 7.3. Remedies.** As Itron's sole and exclusive liability and Customer's sole and exclusive remedy for any material noncompliance by Itron with the warranties provided under this Section, Itron shall correct the noncompliance within a reasonable period of time under the circumstances, if Customer gives Itron written notice (which notice must describe the noncompliance in sufficient detail to enable Itron to provide the required corrective action) within the applicable notice period. If Itron, in its sole discretion, is unable to correct the noncompliance, its sole obligation will be to refund to Customer the amount paid for the services.

[End of Addendum]

Software-AS-A-Service ADDENDUM

General SaaS Terms and Conditions

1 Relationship to General Terms and Conditions.

This Software-as-a-Service Addendum (this “Addendum”) is governed by the General Terms and Conditions of this Agreement and applicable Order Documents.

2 Entire Addendum.

This Addendum consists of these General SaaS Terms and Conditions, which generally apply to all Service Offerings, and any attached Special Terms and Conditions, which apply to specific Service Offerings. Unless otherwise provided, references to this Addendum shall be deemed to encompass these General SaaS Terms and Conditions and any attached Special Terms and Conditions.

3 Order of Precedence.

In the event of any inconsistencies, ambiguities or conflicts between these General SaaS Terms and Conditions and the Special Terms and Conditions, the Special Terms and Conditions shall prevail, but only with respect to the applicable Service Offering.

4 Definitions.

The following defined terms are in addition to those defined in the General Terms and Conditions of this Agreement:

Annual Adjustment means Itron’s annual price increase.

Endpoint means an electric meter, gas or water endpoint receiver-transmitter, battery-powered device, or any other device that Itron has agreed to monitor as part of a Service Offering which Endpoints are identified in the Order Document or Pricing Summary.

Deidentified Data means information that cannot reasonably be used to infer information about a Customer end user. Deidentified Data does not include Personally Identifiable Information (PII).

General SaaS Terms and Conditions means the terms and conditions set forth in the main body of this Addendum comprised of Sections 1 (“Relationship to General Terms and Conditions”) through 19 (“Roles and Responsibilities”).

Maintenance Services means services provided under the Maintenance and Support Services Addendum.

Minimum Subscription Term means the minimum number of SaaS Billing Cycles during which Customer is required to subscribe for each Service Offering, which shall be three (3) SaaS Billing Cycles following the applicable Service Offering Commencement Date, unless otherwise stated in the applicable Order Document or Pricing Summary.

One-Time Setup Fee means the one-time setup fee for each Service Offering identified in the applicable Order Document or Pricing Summary.

Recovery Point Objective or **RPO** means the maximum tolerable time period which data might be lost from production Software due to a service interruption event.

Recovery Time Objective or **RTO** means the duration of time allowing for the execution of all failover processes required to return access, connectivity, functionality, and operation of production Software to Customer following declaration of a disaster event.

SaaS means software-as-a-service whereby Itron or its designated provider hosts and provides Customer with access to Software on Servers via the internet.

SaaS Billing Cycle means a period of one year beginning on the Effective Date or any anniversary thereof.

SaaS Application Availability means the total number of minutes in a calendar month that the applicable Software is available via (a) a web browser client, (b) web services interface and (c) thin

client. Scheduled downtime is excluded from this calculation. A determination of availability will be based on 24x7 accessibility, less any exclusions set forth in this Addendum.

Servers means the physical computer hardware owned by Itron or its designated provider on which Software will be installed, operated, and maintained.

Service Offering means SaaS, plus any services that are additional or supplemental to SaaS, as described in the applicable Special Terms and Conditions.

Service Offering Commencement Date means, with respect to each Service Offering, the earlier of (a) validation of such Service Offering implementation by Itron pursuant to the applicable Statement of Work, or (b) seven (7) days after completing application system setup and the Customer has been provided valid access credentials for such Service Offering.

Software means each machine readable (object code) versions of computer program identified on the applicable Order Document or Pricing Summary for which Customer has purchased a Service Offering.

Special Terms and Conditions means Service Offering-specific terms and conditions set forth on Attachment A to this Addendum.

Subscription Fees means annual fees identified in the applicable Order Document or Pricing Summary for each Service Offering, plus the Annual Adjustment, if any. Where Customer has purchased an object code license to Software pursuant to the terms of the Software Addendum and wishes to purchase a Service Offering for such Software ("**Hybrid SaaS**"), license fees and fees for applicable Maintenance Services are not included within the Subscription Fees and must be paid separately. Where Customer is not purchasing Hybrid SaaS, fees for applicable Maintenance Services are included within the Subscription Fees.

Subscription Term means the subscription term purchased by Customer for each Service Offering, which begins upon the applicable Service Offering Commencement Date.

5 Access Rights and Restrictions.

5.1 Access Rights.

SaaS is only available for Itron Software identified in the table set forth in this Section 5.1 below for which Customer has purchased a Service Offering and paid all applicable fees. Subject to Customer's compliance with the Agreement (including payment of all applicable fees which, in the case of Hybrid SaaS, shall include Software licensing fees and Maintenance Services support Fees), Itron hereby grants to Customer, for the Subscription Term(s) purchased, a non-exclusive, non-transferable, non-assignable, limited right to access and use the Service Offerings, with respect to Endpoints owned or otherwise controlled by Customer, for its internal business purposes in the Territory (as defined in the General Terms and Conditions of the Agreement).

Itron Software Eligible for SaaS	
ACE VISION	IntelliSOURCE Express
ChoiceConnect Fixed Network	Itron Enterprise Edition
Distributed Intelligence (Riva system)	Itron Enterprise Edition Service Mode
Distributed Intelligence (GenX system)	Itron Mobile
EMMSYS	MV-90 xi
Everblu FN (Fixed Network)	
FDM Tools	
	Itron Security Manager
Field Tools Advanced	Operations Optimizer
Field Tools Basic	
	Temetra

5.2 Restrictions on Use

Customer and its authorized users may not: (a) modify, translate or create derivative works of any Service Offering or related Documentation; (b) copy, reproduce, distribute, republish, download, display, post or transmit any portion of a Service Offering or related Documentation in any form or by any means;

(c) sell, assign, transfer, lease or sublicense any Service Offering; (d) allow any third party, other than authorized users, to access any Service Offering or related Documentation without Itron's prior written consent; (e) use any Service Offering or related Documentation to provide services to third parties, or otherwise use any Service Offering on a "service bureau" or "timesharing" or subscription basis including, in connection with devices or equipment not owned or otherwise controlled by Customer; (f) reverse engineer, disassemble, decrypt, extract or otherwise reduce any Service Offering to a human perceivable form or otherwise attempt to determine the source code or algorithms of any Service Offering (except to the extent the foregoing restriction is expressly prohibited by applicable law); (g) infringe any of Itron's or its providers' Intellectual Property Rights; (h) publicly publish the results of any benchmark tests run on any Service Offering; (i) use any Service Offering or related Documentation to engage in any fraudulent, illegal or unauthorized act; (j) introduce into or transmit through any Service Offering any material containing software viruses, worms, trap doors, back doors, Trojan horses or other harmful or malicious computer code, files, scripts, agents or programs; (k) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of Itron's or its providers' Intellectual Property Rights, whether such notice or indications are affixed on, contained in or otherwise connected to a Service Offering; (l) attempt to gain unauthorized access to a Service Offering or Itron's or its providers' systems or networks; (m) merge any Service Offering with any other product or service without Itron's prior written consent and the payment of any additional fees; or (n) access or use any Service Offering or related Documentation to build or support, and/or assist a third-party in building or supporting, products or services competitive to Itron or its providers.

5.3 Content Restrictions

Customer may not distribute, download, or place on any Itron or its providers' website or Server, or use with any Service Offering, any content that: (a) Customer knows or has reason to believe infringes the Intellectual Property Rights of any third party or violates any rights of publicity or privacy; (b) violates any applicable law, statute, ordinance; (c) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; or (d) is obscene, pornographic or indecent (items (a) – (d) are collectively referred to as "Prohibited Content"). Itron reserves the right to remove any Prohibited Content from the Server without prior notice to Customer. Customer will indemnify, defend and hold Itron and its providers harmless for any claims, liabilities, losses, causes of action, damages, settlements, and costs and expenses (including, without limitation attorneys' fees and costs) arising from any third-party claims related to or generated by any Prohibited Content distributed, downloaded, or placed on any Itron or its providers' website or Server or used with any Service Offering by Customer.

5.4 Breach of Restrictions.

Customer's breach of the restrictions set forth in Section 5.2 ("Restrictions on Use") or Section 5.3 ("Content Restrictions") shall constitute a material breach of the Agreement and shall result in revocation and immediate suspension or termination, as determined by Itron in its sole discretion, of all rights and licenses granted under this Addendum with respect to the Service Offerings. Revocation does not preclude Itron from pursuing any legal and equitable remedies for Customer's breach of these restrictions.

6 Invoicing and Payment.

Customer shall pay Subscription Fees in advance for each SaaS Billing Cycle for which it has purchased a Service Offering. Itron will invoice Customer for the One-Time Setup Fee and initial Subscription Fees for each Service Offering upon the Service Offering Commencement Date. Initial Subscription Fees shall be prorated based on the number of months remaining in the current SaaS Billing Cycle following the Service Offering Commencement Date. Itron may discontinue a Service Offering by providing Customer with written notice of discontinuance no less than 180 days prior to the commencement of a SaaS Billing Cycle. Otherwise, Itron will provide Customer with a renewal notice for the Service Offering at least 120 days prior to the commencement of each SaaS Billing Cycle. Customer may discontinue a Service Offering by providing Itron with written notice of non-renewal no less than 90 days prior to the commencement of a SaaS Billing Cycle. Otherwise, approximately 20 days prior to the commencement of each SaaS Billing Cycle, Itron will provide Customer with an invoice for Subscription Fees payable by Customer for the forthcoming SaaS Billing Cycle. If Customer discontinues a Service Offering prior to expiration of the Minimum Subscription Term for that Service Offering, Itron will invoice Customer, and Customer will pay, for any unpaid Subscription Fees for the respective Service Offering through the end of the applicable Minimum Subscription Term. Maintenance Services fees and license fees relating to Hybrid SaaS will be invoiced in accordance with the Maintenance and Support Services Addendum and Software Addendum, as applicable. Itron has the right to adjust Subscription Fees at any time if Customer's use of a Service Offering exceeds the applicable tier set forth in the respective Order Document or Pricing Summary. Subscription Fees adjusted as a result of Customer exceeding the applicable tier are typically invoiced within thirty (30) to sixty (60) days after provisioning of each respective Endpoint occurs.

7 Monthly Application Availability Service Level

7.1 Service Level.

Provided Customer has paid all applicable Fees (including all Subscription Fees and, in the case of Hybrid SaaS, all maintenance and license fees) SaaS Application Availability with respect to each production environment Service Offering will be at least 99.5%, measured and reported monthly beginning in the first full calendar month following the respective Service Offering Commencement Date ("**Monthly SaaS Application Availability Service Level**"). The Monthly SaaS Application Availability Service Level will be measured and calculated separately for each Service Offering. Itron records and data will be the sole basis for all SaaS Application Availability Service Level measurements and calculations.

7.2 Service Level Credits.

As Customer's sole and exclusive remedy for Itron's failure to meet the foregoing Monthly SaaS Application Availability Service Level, Subject to the service level exclusions in Section 8.1 (Service Level Exclusions) below, Customer will be entitled to credits as follows:

SaaS Application Availability (production environments only)	
Monthly SaaS Application Availability performance	Credit (% of monthly Subscription Fee for applicable SaaS Application)
≥99.0% and <99.5%	2%
≥98.0% and <99.0%	4%
≥96.5% and <98.0%	10%
≥95.0% and <96.5%	12.5%
<95.0%	20%

8 Service Level Exclusions; Disclaimers.

8.1 Service Level Exclusions.

Itron shall not be liable for failing to meet any service level commitment set forth in this Addendum (including any Special Terms and Conditions) or any Order Document to the extent such failure is attributable to any one or more of the following: (a) planned maintenance, unplanned maintenance, or scheduled upgrades; (b) an event triggering a disaster recovery and for a twenty-four (24) hour period after the resumption of service following such an event to allow the system to return to normal operating ranges; (c) suspension or restriction of service under Section 11 ("Suspension or Restriction of Service") of this Addendum; and (d) conditions beyond Itron's reasonable control, including but not limited to (i) unavailability of Customer or third party wireless services between the Service Offering and the Endpoints; (iii) failures in external Internet or VPN configurations not managed by Itron; (iv) a Force Majeure event; (v) false reports of unavailability as a result of outages or errors of any Itron measurement system; (vi) an act or omission of Customer or third parties (other than Itron's contractors, subcontractors or suppliers), including security incidents caused by such act or omission; (vii) incident investigation or computer failures that could not reasonably have been prevented by Itron; (viii) failures of third-party equipment, hardware, software, or services not provided by Itron; and (ix) Customer's delay in performing maintenance or other tasks designated as its responsibility in this Agreement.

8.2 Disclaimers.

(a) Third-Party Content Disclaimer.

Itron does not maintain third-party Software or third-party Service Offerings that Customer purchases through Itron (collectively "Third-Party Content") and makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, and fitness for use, merchantability, condition, quality, performance or non-infringement of any Third-Party Content. Third-Party Content shall be subject solely to any service levels or warranties provided by the third-party provider. Itron will pass through to Customer or make commercially reasonable efforts to enforce on Customer's behalf, any service levels, warranties and remedies received from such third-party provider.

(b) Use of SaaS with Third-Party Devices.

Customer may use a Service Offering to collect data from Endpoints equipped with radio communication devices not manufactured or provided by Itron ("Third-Party Radio Device"). Itron makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, and fitness for use, merchantability, condition, quality, performance or non-infringement of, and disclaims all liability with respect to, Third-Party Radio Devices. In particular, Itron shall have no liability (a) if a Third-Party Radio Device is not responding or communicating or (b) for unread endpoints due to defective or unreachable Third-Party Radio Devices. Customer shall contact the supplier of such device for support.

9 Sizing of Software-as-a-Service.

Itron will size Service Offerings, Servers, and systems for Customer's specific deployment. System sizing depends upon the Service Offering and types of devices and sensors and may be a factor in determining Subscription Fees. Sizing criteria may include number of system endpoints, number of network devices, residential meter configuration, commercial and industrial meter configuration, desired data collection intervals, storage duration for historical data, and the number of concurrent and total users of the application. Any sizing changes during a Subscription Term will require a Change Order and may result in a change in Subscription Fees.

10 Conditions on Use of Service.

Customer will use the Service Offerings only in accordance with Itron user guides, the Agreement (including, this Addendum, the General Terms and Conditions, applicable Order Documents), and laws and government regulations. The rights of any user to access and use the Service Offerings cannot be shared or used by more than one individual (unless such license is reassigned in its entirety to another authorized user), and Customer shall make every reasonable effort to prevent unauthorized third parties from accessing the Service Offerings.

11 Suspension or Restriction of Service.

Itron may suspend or restrict all or part of the Service Offerings at any time to protect the integrity and functionality of the Software, Servers, platforms, and systems, or for a breach of Section 5.2 ("Restrictions on Use"), Section 5.3 ("Content Restrictions") or Section 10 ("Conditions on Use of Service"), until such breach is cured.

12 Incident Management.

Itron will provide Customer support and incident and problem management services, which include responding to alerts, tracking the issue, troubleshooting the problem and escalating to Itron subject matter experts or third-party providers, in accordance with the Maintenance and Support Services Addendum.

13 Customer Technical Responsibilities.

Customer is responsible for selecting, acquiring, securing and maintaining all equipment and ancillary services needed to connect to, access, or otherwise use and maintain compatibility with the Service Offerings, at Customer's sole expense. For the avoidance of doubt, unless otherwise specified in an Order Document or, Statement of Work, or any Special Terms and Conditions attached hereto, Customer is responsible for providing WAN connectivity.

14 User IDs and Passwords.

Itron shall provide Customer with user identifications and passwords ("User IDs") to access the Service Offerings. Customer shall be solely responsible for all use of Customer's subscriptions and accounts. Customer shall maintain the confidentiality of all User IDs assigned to Customer. User IDs may not be shared or used by more than one user.

15 Planned Maintenance.

Planned Maintenance, whenever reasonably practicable, will be performed during off-business hours between 6:00 p.m. to 12:00 a.m. Customer's local time, with as little disruption to Customer's use of the Service Offerings as possible. Unplanned maintenance, whenever reasonably practicable, shall also be performed during off-business hours between 6:00 p.m. and 12:00 a.m., Customer's local time.

16 Unplanned Maintenance.

Itron will provide Customer with notice of unplanned maintenance as soon as reasonably practical. Itron will minimize Service Offering disruptions to the extent reasonably practical.

17 Business Continuity.

17.1 Itron has architected and operates a high availability and scalable infrastructure to facilitate virtualized customer environments with various fault tolerant components. Fault tolerance and failover methodologies allow Itron to maximize system availability and confidently uphold the Monthly SaaS Application Availability Service Level and Monthly File Delivery Percentage Service Level. Itron will conduct daily backups of back office application configuration files and associated data. These backups are for operational purposes only and are not a disaster recovery solution or a solution to be used by the Customer for testing or analysis purposes. Itron will periodically test the restore capability of its business continuity solution. System and database backups are performed via a schedule to provide for a full weekly backup and daily differential backups. System backups and snapshots are also taken prior to any

system change that has been approved via the Itron Global Managed Services Change Control Board. The system can be recovered from the backup in an event of a failure. Business continuity is designed to provide recovery for component failures within a datacenter, this does not provide coverage for the loss or connectivity to a data center. If a more robust mitigation solution is required by Customer, geo-diverse disaster recovery options can be discussed and priced as a more fault tolerant solution.

17.2 All incidents requiring system recovery will be required to adhere to Itron's incident management policy and related standard operating procedures. BUSINESS CONTINUITY: RPO = 72 hours; RTO = 5 business days.

18 Disaster Recovery.

18.1 Disaster Recovery ("DR") is an optional service that is offered by Itron to hosted customers who purchase DR for an additional fee. Upon Customer's purchase of DR services and payment of applicable fees as set forth in the Order Document or Pricing Summary, Itron will maintain DR services at a dedicated facility that is equipped to facilitate hosted operations, meter reading and interrogations, and Field Area Network ("FAN") communications in the event DR is needed. Upon mutual agreement, separate SOW and for identified cost, Itron can exercise the DR capabilities once per calendar year on Customer's production environments and provide the results of each such test to the Customer.

18.2 In the event of a Severity Level 1 Error (as defined in the Maintenance and Support Services Addendum), Itron will evaluate the scale of the incident, readily available mitigation plans, and the estimated time to recover. If it is apparent to Itron that an incident meeting the standards of a disaster as set forth in Itron's Disaster Recovery plan has occurred with no possibility of mitigation, Itron will declare a disaster and begin the notification process. Itron will notify the Customer of an any such event that will result in service interruption in excess of twelve (12) hours. Once a disaster has been declared, Itron's responsibilities for SLAs will be temporarily suspended until the time at which Customer's environment has been failed over and is operating in the secondary DR datacenter. The Recovery Point Objective (RPO) for DR is four (4) hours. The Recovery Time Objective (RTO) for DR is twelve (12) hours.

19 Roles and Responsibilities.

The table below lists the respective responsibilities of Customer and Itron to ensure reliable operation of the Software-as-a-Service.

P=Primary responsibility

S=Support responsibility

Description of service or deliverable	Itron	Customer
Submit user access requests for new users and deletion notifications for users no longer involved with the SaaS.		P
Provide immediate notification in the event of a Customer employee termination for those with access to the SaaS.		P
Provide immediate notification in the event of an Itron employee termination for those with access to the SaaS.	P	
Maintain skill sets necessary to properly support the SaaS.	P	
Administer and monitor Servers including but not limited to utilization of CPU, memory, IOPs, and disk space.	P	
Manage and troubleshoot the secure SaaS components and processes (if applicable).	P	
Administer associated Linux, Unix, and Windows operating systems.	P	
Apply operating system and other third-party security patches and critical updates as appropriate.	P	
Maintain and troubleshoot third-party software issues required for SaaS operations pursuant to this Addendum; work with third party to troubleshoot as required.	P	
Maintain anti-virus on all windows-based Servers if applicable to the SaaS platform.	P	
Monitor communications and support communications troubleshooting activities for the SaaS.	P	
Perform software upgrade activities.	P	

Description of service or deliverable	Itron	Customer
Maintain and administer the SaaS Server databases.	P	
Manage upload and submission of meter data files; work with Itron when problems are identified.		P
Provide and maintain a Secure FTP or equivalent if included in the SOW.	P	
Perform regular system, database, and custom component backups in accordance with selected service level.	P	
Maintain the applicable standard operating procedures and run books to maintain, monitor and operate the hosted environment.	P	

20 Deidentified Data

Customer hereby grants Itron a non-exclusive, royalty-free, perpetual, worldwide license to copy, modify, use, sublicense, distribute, display, create derivative works of all Customer Data for the purposes of: (i) providing products and services to Customer, (ii) testing, troubleshooting, and optimizing performance and quality of Itron's products and services, and (iii) generating, storing, distributing, and using Deidentified Data for any lawful purpose. Itron will use reasonable methods, such as anonymization and aggregation, that are designed to ensure that Deidentified Data cannot be associated with any consumer or household, and shall use Deidentified Data only for analysis, reporting, program management, to maintain, improve, and develop its products and services, and other lawful purposes. Itron shall not attempt to reidentify any such Deidentified Data except as necessary to determine that its deidentification processes satisfy the requirements of this Section. Itron's use of Deidentified Data shall not conflict with Itron's obligations under this Agreement. This Section survives expiration or earlier termination of the Agreement.

Attachment A

Special Terms and Conditions

Special Terms and Conditions – AMI Essentials (Water and Gas). The following Special Terms and Conditions contained within this attachment apply to Itron's SaaS Service Offering for AMI Essentials (Water and Gas):

1 Mobile Device Software.

- (a) **License Grant.** Subject to the terms of this Agreement, Itron grants Customer a limited, non-exclusive, and non-transferrable license to download, install, and use Itron's Temetra Mobile application and any associated drivers provided by Itron (collectively, the "**Mobile Device Software**") on Itron-approved mobile devices owned or otherwise controlled by Customer (each a "**Mobile Device**") strictly in accordance with the Documentation.
- (b) **License Restrictions.** Customer shall not: (a) copy the Mobile Device Software; (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Mobile Device Software; (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Mobile Device Software or any part thereof; (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Mobile Device Software, including any copy thereof; or (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Mobile Device Software, or any features or functionality of the Mobile Device Software, to any third party for any reason.
- (c) **Directives.** To the extent directive 2009/24/EC on the legal protection of computer programs or similar legislation or regulation (collectively, the "**Directives**") is applicable, such Directives may provide Customer the right to decompile Software in order to obtain information necessary to achieve the interoperability of an independently created computer program, prior to exercising any such possible rights under the Directives, Customer agrees to (a) first notify Itron of Customer's good faith belief that information necessary to achieve the interoperability of an independently created computer program is not otherwise available and that decompilation is indispensable within the meaning of the Directives; and (b) provide Itron with a reasonable amount of time to respond to Customer regarding the foregoing assertions.
- (d) **Limited Mobile Device Software Warranty.** For a period of ninety (90) days from the date of delivery of the Mobile Device Software to Customer (the "**Warranty Period**"), Itron warrants solely to Customer that the Mobile Device Software will substantially conform in all material respects to the applicable Itron published specifications. As Customer's sole and exclusive remedy for any breach of this warranty, Itron will, at its option, during the Warranty Period set forth in this Section 1(c), repair or replace non-conforming Mobile Device Software to substantially conform to the foregoing warranty, provided that Itron will have no obligation to repair or replace any non-conforming Mobile Device Software if the Agreement or applicable Order Document has terminated or expired. The foregoing warranty does not apply to non-conformities in the Mobile Device Software due to: (i) modifications not made or approved by Itron in writing; (ii) Customer's or any third party's negligence or intentional acts; (iii) misuse or abuse, including the failure to use or install the Mobile Device Software in accordance with the Documentation; (iv) incorrect data, or data entry or output, as applicable, by Customer or a third party; (v) use with third party software, hardware or firmware not provided or authorized by Itron in writing; (vi) a Force Majeure event; or (vii) viruses or security vulnerabilities introduced into the Mobile Device Software or Customer's systems through no fault of Itron. After the Warranty Period, any Mobile Device Software errors will be addressed under Maintenance and support terms.
- (e) **Updates.** Itron may from time to time in its sole discretion develop and provide Mobile Device Software updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Based on Customer's Mobile Device settings, when Customer's Mobile Device is connected to the internet either: (a) the Mobile Device Software will automatically download and install all available Updates; or (b) Customer may receive notice of or be prompted to download and install available Updates. Customer shall promptly download and install all Updates and acknowledge and agree that the Mobile Device Software, the Service Offering, or portions thereof may not properly operate should Customer fail to do so. Customer further agrees that all Updates will

be deemed part of the Mobile Device Software and be subject to all terms and conditions of this Agreement.

2 Compatible Mobile Devices.

Mobile Device Software is designed to work in connection with Mobile Devices that meet Itron minimum requirements. Itron will provide the minimum specifications to Customer. Itron is not required to make Mobile Device Software work with any Devices that do not meet Itron minimum requirements.

3 Disclaimer of Liability.

Mobile Device Software requires Internet connectivity, which Customer is solely responsible for procuring. Itron accepts no responsibility for any internet services failure, Mobile Device failure, or for any loss or damage of any kind caused by such failure.

4 Business Continuity and Disaster Recovery.

The following shall replace Section 17 ("Business Continuity") and Section 18 ("Disaster Recovery") of the General SaaS Terms and Conditions in its entirety:

Itron uses streaming replication to keep a hot failover database always available, with automatic switch over in the event of failure. Application data is automatically backed up every night.

5 Recovery of Customer Data at the end of the Agreement or SaaS Service.

At the end of the Term of the Agreement or SaaS service (unless the Agreement or SaaS service is renewed pursuant to duly executed amendment or a new agreement), or in the event of its early termination in accordance with the terms of the Agreement, Customer will confirm to Itron in writing, no later than on the effective date of expiration or termination, its decision to close the SaaS service ("Closure Confirmation"). Provided that Itron has received the Closure Confirmation from Customer within the aforementioned period, Itron will maintain Customer's access to the system for a maximum period of three (3) months from receipt of the Closure Confirmation, for the sole purpose of enabling Customer to retrieve the following Customer data: access account information, meter details, history of index reading data and photographs. Customer may, at no additional cost, export said system data in the standard file format used by the SaaS service, or the format already supported by the SaaS service. At the end of this three (3) month period, the Customer data will be permanently deleted and will no longer be recoverable. If Customer fails to pay undisputed amounts due, Itron has no obligation to maintain Customer data or Customer's access to the System. Itron may restore Customer data and reinstate Customer's access to the System upon payment of a reinstatement fee.

6 Connectivity

Data transmission between an End Point and the Head End System ("**Connectivity**") is provided by a third-party carrier network. In the event of a disruption in Connectivity, Itron will use commercially reasonable efforts to assist the network carrier to resolve the disruption.

7 AMI Essentials Use Restrictions

7.1 Limitations. Customer's use of AMI Essentials (Water & Gas) shall be permitted as follows:

7.1.1 Conventional AMI Use Cases. Customer will use AMI Essentials (Water & Gas) for conventional AMI use cases. Conventional AMI use cases include (a) up to four reads per day of the following available read types: no more than twice daily retrieval of interval data, daily reading of meter registers, on-demand reads, meter pings, and (b) up to five Firmware upgrades for the life of the Endpoint. Usage beyond conventional use cases could result in premature battery failure.

7.1.2 New Use Cases

If Customer requests additional use cases, Itron or its contracted partner will review any request for new use cases, study the impact on network capacity and functionality and render a decision within 90 days of the request. Itron reserves the right to charge additional fees for any new use cases.

8 Service Levels

This Section 8 sets forth the read rate service levels for AMI Essentials (Water & Gas). The read rate service level commitments are outlined below and are contingent upon Customer's purchase of (and ongoing right to receive) AMI Essentials (Water & Gas) in accordance with the Agreement.

8.1 Service Level Definitions.

Available Endpoint is an Endpoint that meets the following criteria: (a) the Endpoint, if installed by Customer, has been properly installed according to Itron installation instructions; (b) Customer has provided all necessary and correct information for Itron to properly provision the Endpoint in

Itron's data collection platform; (c) the Endpoint is communicating with Itron's data collection platform and a register read has been received from the Endpoint for three (3) consecutive days; (d) adequate cellular coverage signal quality is measured, as defined by applicable product specifications; (e) cellular coverage is not affected by temporary or permanent obstructions or other conditions outside of Itron's control; (f) Customer operates and maintains the Endpoint according to Itron's published policies and procedures; (g) the solution has been optimized as part of the deployment process, including read times to support optimal performance and avoid network congestion; (h) there are no gaps in cellular coverage or wireless carrier interruptions. An Endpoint will not be considered an Available Endpoint under any of these conditions have not been met: (a) if an exception is detected by Itron or reported by Customer, but the exception cannot be resolved remotely, or (b) the Endpoint if it is under field investigation.

Billing Read Rate means the percentage of Available Endpoints from which register read data has been collected over a rolling 3-day period, measured for each calendar day.

8.2 Service Level Report

Itron will deliver a monthly service level report that identifies performance against service levels. If Itron does not meet a service level, the report will give the reason the service level was not achieved and describe the corrective actions taken.

8.3 Service Level Commitment

Provided Customer has paid all SaaS Subscription Fees, the average monthly read rates of Available Endpoints during the Term of this Agreement will meet or exceed the service level commitments as set forth in the table below. Itron records and data will be the sole basis for all Read Rate measurements and calculations.

Service Level	Monthly Service Level Commitment	Credit (% of monthly Subscription Fee for applicable SaaS Application)
3-Day Billing Read Rate	96% - 98%	4%
	94% - 96%	10%
	< 94%	20%

8.4 Monthly Credit Limit

The cumulative Service Level Credit, if any, awarded to Customer in any single month may not exceed thirty percent (30%) of the Subscription Fee (pro rata monthly equivalent if billed quarterly or annually) for the month in question irrespective of the number of SLAs that may not have been met.

9 Fees and Invoicing

The One-Time Setup Fee and Subscription Fees for the AMI Essentials (Water & Gas) Service Offering will be invoiced and paid in accordance with [Section 6](#) ("Invoicing and Payment") of the SaaS General Terms and Conditions, unless specified otherwise in a pricing summary or an Order Document.

10 AMI Essentials (Water & Gas) - Daily Operational Roles & Responsibilities

Daily operations, Endpoint data collection activities, delivery of daily data export files, and event exception notification require that activities be performed by both Itron and Customer to ensure effective delivery of AMI Essentials (Water & Gas). The table below lists the respective responsibilities of Customer and Itron for such daily activities. Itron's obligation to provide AMI Essentials (Water & Gas) are expressly contingent upon Customer's full performance of all responsibilities assigned to Customer.

P=Primary responsibility

S=Support responsibility

Description of Service or Deliverable	Itron	Customer
Ensure any input files are received and processed and output files are delivered to Customer by posting to a SFTP folder, or equivalent, where it can be retrieved by Customer as needed.	P	
Manage files on the SFTP server where any export files are delivered. If the SFTP server is Itron's, files should be downloaded nightly and files	P	S

Description of Service or Deliverable	Itron	Customer
that have been successfully downloaded and processed are to be removed from the SFTP location within 7 days.		
Perform read rate monitoring and reporting.	P	
Perform remote investigation for specific groups of non-communicating Endpoints affected by a common network issue and coordinate field order with Customer as needed.	P	S
Perform scheduling of Endpoint interrogations including file delivery and delivery of Data Collection Platform standard reports.	P	
Perform Endpoint repair, replacement, or relocation as required.		P
Perform RMA, Processing, Tracking and Performance Reporting for Endpoints and Network devices.	S	P
Administration of the Managed Services platform applications to Service Levels.	P	

11 AMI Essentials (Water & Gas) – Environmental Management Roles & Responsibilities

In addition to the daily operational tasks, Customer and Itron each have responsibilities for monitoring and managing the operating environment of the AMI Essentials (Water & Gas) platform and applications. The table below lists the respective responsibilities of Customer and Itron for such activities. Itron's obligation to provide AMI Essentials (Water & Gas) are expressly contingent upon Customer's full performance of all responsibilities assigned to Customer.

P=Primary responsibility

S=Support responsibility

Description of Service or Deliverable	Itron	Customer
Submit user access requests for new users and deletion notifications for users no longer involved with the managed system.		P
Provide immediate notification in the event of a Customer employee termination for those with access to the managed system.		P
Provide immediate notification in the event of an Itron employee termination for those with access to the SaaS.	P	
Maintain skill sets necessary to properly support the require Managed Services platform technologies.	P	
Maintain skill sets necessary to properly support the required Managed Services platform Field operations.		P
Administer and monitor servers including but not limited to utilization of CPU, memory, IOPs, and disk space.	P	
Manage and troubleshoot the secure network infrastructure components and processes (if applicable).	P	
Administer associated Linux, Unix, and Windows operating systems.	P	
Apply Operating System and other 3rd party security patches and critical updates as appropriate.	P	
Update security appliances (if applicable) with new Endpoint related security files.	P	
Maintain and troubleshoot third party software issues required for Managed Services platform operations, work with third party to troubleshoot as required.	P	
Maintain anti-virus on all windows-based servers.	P	
Perform the initial Network Devices configuration.	P	
Monitor Network and Endpoint communications and support metering and communications troubleshooting activities for the Managed Services platform.	P	
Support solution upgrade activities.	P	
Maintain and administer the Managed Services platform server databases.	P	

Description of Service or Deliverable	Itron	Customer
Establish and manage the wireless backhaul contracts and accounts if applicable.	P	
Support Customer's technical operations department to handle Endpoint and Network field exceptions.	P	
Manage upload and submission of meter data files; work with Itron when problems are identified.		P
Provide and maintain a Secure FTP.	P	
Perform regular system, database, and custom component backups in accordance with selected service level.	P	
Develop and maintain related standard operating procedures.	P	
Manage Endpoint firmware revisions, including coordination and scheduling of firmware downloads as necessary (for Itron manufactured devices only with Itron provided firmware).	P	
Monitor Endpoint communications, reporting, and troubleshoot Managed Services platform issues as necessary.	P	
Manage Endpoint manufacturing and security files for all necessary solution components, troubleshoot and coordinate with manufacturing as needed.	P	
Develop, maintain and utilize system operations clock, standard operations procedures, and daily checklists for Itron operators and administrators.	P	

ORDER DOCUMENT

This Order Document is governed by the Master Sales Agreement Terms and Conditions between Customer and Itron dated [Insert Agreement Start Date], including any amendments thereto (the "Agreement"). If there is a conflict between this Order Document and the General Terms and Conditions or any Addendum to the Agreement, the General Terms and Conditions and Addendum will control, except to the extent stated otherwise in this Order Document. Except as otherwise defined in this Order Document, capitalized terms herein have the meanings assigned to them in the General Terms and Conditions and Addenda to the Agreement.

1 Scope

This Order Document applies only to the products and/or services described in the pricing summary attached as Attachment A (the "Deliverables").

2 Excessive Failure

The Agreement's Equipment Addendum is amended as follows:

a. Add the following definition to Section 2. Additional Definitions:

"**Excessive Failure**" means a failure rate of installed 500W Cellular Endpoints within any rolling twelve (12) month period that is greater than either, (a) 2% of Endpoints failing due to the same root cause, as verified by Itron, or (b) 4% of Endpoints failing from multiple individual root causes in the aggregate. An Excessive Failure shall not include any 500W Cellular Endpoints that are outside the applicable Warranty Period at the time of failure or that are excluded from warranty coverage pursuant to Section 13 ("**Itron Equipment Warranty Exclusions**") of this Equipment Addendum."

b. Replace Section 12. Itron Equipment Warranty with the following:

"12. Itron Equipment Warranty.

Itron warrants solely to Customer that, during the Warranty Period, Itron Equipment will be free from defects in materials and workmanship and will conform in all material respects to the applicable Itron published specifications. Except as otherwise provided in Section 12.1 ("**Excessive Failure Remedies**"), as Customer's sole and exclusive remedy for a breach of the foregoing warranty, Itron will, at its option and expense: (i) repair or replace faulty Itron Equipment under warranty after it has been returned to an Itron-designated repair facility during the Warranty Period in accordance with Itron's then current RMA policy and procedures, (ii) provide Customer with a Firmware or software fix to correct the nonconformity, or (iii) if Itron determines (in its reasonable judgment) that it is unable to provide a remedy specified in item (i) or (ii) of this section, Itron will provide Customer with a depreciated refund of the purchase price for the applicable Itron Equipment. Except as otherwise provided in Section 12.1 ("**Excessive Failure Remedies**"), (A) Customer will pay the cost of returning Itron Equipment to the Itron designated repair facility and Itron will pay the cost of returned repaired or replacement Itron Equipment to Customer, and (B) Customer is responsible for any labor costs associated with removal or reinstallation of Itron Equipment. Repaired and replacement Itron Equipment will be warranted for the remainder of the Warranty Period, or sixty (60) days from the ship date of the repaired or replaced Itron Equipment, whichever is longer. Additional warranty terms for specific Itron Equipment may be specified in the attached Itron Equipment Warranty Table."

c. Add the following section as a new subsection of Section 12. Itron Equipment Warranty:

"12.1 Excessive Failure Remedies.

In the event of a suspected Excessive Failure, Customer shall promptly notify Itron. Upon receipt of such notice, Itron will promptly dedicate sufficient resources to thoroughly investigate and diagnose the cause of the failure. If an Excessive Failure is verified by Itron, it will develop a plan to eliminate the problem in all continuing production and to correct the problem in all failed 500W Cellular Endpoints that are covered by and not excluded from the warranties set forth in Section 13 ("**Itron Equipment Warranty**").

Exclusions” of this Equipment Addendum. If the plan requires that the failed 500W Cellular Endpoints be de-installed for repair or replacement, then Itron will, at its expense, (a) provide qualified field labor to de-install defective and accessible 500W Cellular Endpoints within Customer’s service territory that are exhibiting the same failure mode in excess of the Excessive Failure threshold and install conforming replacements for such equipment pursuant to a mutually agreed upon statement of work, or (b) reimburse Customer’s actual, documented and necessary costs of performing such work using its own resources in the form of a credit against amounts due by Customer under this Agreement, not to exceed \$25.00 per failed 500W Cellular Endpoints. The additional remedies for Excessive Failures under this Section will only be available if Customer: (i) promptly investigates all potentially defective 500W Cellular Endpoints identified on Customer’s most recent system performance and maintenance reports, (ii) promptly returns all 500W Cellular Endpoints that fail to satisfy the warranties set forth in Section 12 (“**Itron Equipment Warranty**”) of this Equipment Addendum below the Excessive Failure threshold to Itron in accordance with Itron’s then-current RMA process, (iii) promptly notifies Itron in writing once Customer believes, acting reasonably, that an Excessive Failure has occurred or is likely to occur, (iv) maintains all system performance and maintenance reports for a period of no less than twenty-four (24) months, and (v) provides Itron with access to such reports and other relevant Customer records as necessary for Itron to confirm Customer’s compliance with the investigation, return and reporting requirements of this Section. The remedies set forth in this Section 12.1, when combined with the remedies set forth in Section 12 (“**Itron Equipment Warranty**”) of this Equipment Addendum, shall be Customer’s sole remedy in the event of an Excessive Failure.”

3 Miscellaneous

Except as otherwise expressly provided or modified in this Order Document, the (i) terms and conditions set forth in the General Terms and Conditions and Addenda to the Agreement remain in full force and effect, and (ii) this Order Document and the terms and conditions set forth in the General Terms and Conditions and Addenda to the Agreement constitute the entire and exclusive agreement between the Parties regarding the subject matter hereof, and supersede all proposals and prior agreements, oral or written, and all other communications.

Each Party has executed this Order Document by its duly authorized representative.

Itron, Inc.

Customer

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

[End]

Attachment A Pricing Summary



Electric / Gas / Water
Information collection, analysis and application

2111 N. Molter Rd.
Liberty Lake, WA 99019
fax: 866-787-6910
www.itron.com

Pricing Summary for

City of Augusta, GA

Q-00010241 Ver1 Feb
February 6, 2025

Item	Part Number	Description	Qty	Unit Price	Extended Price	Notes
Water Modules						(1)
1	ECW-1700-001	500W Cellular Water Pit Module <i>The blended price of \$83 per unit price for the 72,849 cellular endpoints reflects a credit (\$20) against the 22,081 Riva modules purchased by Augusta.</i>	72,849	\$83.00	\$6,046,467.00	
2	CFG-1601-001	500W Through Lid Mount Kit	72,849	\$3.56	\$259,342.44	
Total Water Modules					\$6,305,809.44	
Professional Services						(4)
3	Services	Professional Services			\$89,196.16	
4	T&E	Estimated Travel Expense			\$3,980.00	
Total Professional Services					\$93,176.16	
Itron Cloud Services						
Connectivity Access Service						(2)
5	3000-02244	AMI Essentials Connectivity Access Service - Year 1	15,000	12	\$0.50	<u>Annual</u> \$89,856.00
6	3000-02244	AMI Essentials Connectivity Access Service - Year 2	30,000	12	\$0.50	\$179,712.00
7	3000-02244	AMI Essentials Connectivity Access Service - Year 3	45,000	12	\$0.50	\$269,568.00
8	3000-02244	AMI Essentials Connectivity Access Service - Year 4	60,000	12	\$0.50	\$359,424.00
9	3000-02244	AMI Essentials Connectivity Access Service - Year 5	73,333	12	\$0.50	\$439,294.00
10	3000-02244	AMI Essentials Connectivity Access Service - Year 6	73,333	12	\$0.50	\$439,294.00
11	3000-02244	AMI Essentials Connectivity Access Service - Year 7	73,333	12	\$0.50	\$439,294.00
12	3000-02244	AMI Essentials Connectivity Access Service - Year 8	73,333	12	\$0.50	\$439,294.00
13	3000-02244	AMI Essentials Connectivity Access Service - Year 9	73,333	12	\$0.50	\$439,294.00
14	3000-02244	AMI Essentials Connectivity Access Service - Year 10	73,333	12	\$0.50	\$439,294.00
15	3000-02244	AMI Essentials Connectivity Access Service - Year 11	73,333	12	\$0.50	\$439,294.00
16	3000-02244	AMI Essentials Connectivity Access Service - Year 12	73,333	12	\$0.50	\$439,294.00
17	3000-02244	AMI Essentials Connectivity Access Service - Year 13	73,333	12	\$0.50	\$439,294.00
18	3000-02244	AMI Essentials Connectivity Access Service - Year 14	73,333	12	\$0.50	\$439,294.00
19	3000-02244	AMI Essentials Connectivity Access Service - Year 15	73,333	12	\$0.50	\$439,294.00
20	3000-02244	AMI Essentials Connectivity Access Service - Year 16	73,333	12	\$0.50	\$439,294.00
21	3000-02244	AMI Essentials Connectivity Access Service - Year 17	73,333	12	\$0.50	\$439,294.00
22	3000-02244	AMI Essentials Connectivity Access Service - Year 18	73,333	12	\$0.50	\$439,294.00
23	3000-02244	AMI Essentials Connectivity Access Service - Year 19	73,333	12	\$0.50	\$439,294.00
24	3000-02244	AMI Essentials Connectivity Access Service - Year 20	73,333	12	\$0.50	\$439,294.00
Total Connectivity Access Service					\$7,927,264.05	
Temetra Advanced						(2)
25	3500-T0A0F	TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTION - Year 1			\$26,250.00	
26	3500-T0A0F	TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTION - Year 2			\$26,250.00	
27	3500-T0A0F	TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTION - Year 3			\$26,250.00	
28	3500-T0A0F	TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTION - Year 4			\$27,168.75	
29	3500-T0A0F	TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTION - Year 5			\$28,119.66	
30	3500-T0A0F	TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTION - Year 6			\$29,103.84	
31	3500-T0A0F	TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTION - Year 7			\$30,122.48	
32	3500-T0A0F	TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTION - Year 8			\$31,176.77	
33	3500-T0A0F	TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTION - Year 9			\$32,267.95	
34	3500-T0A0F	TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTION - Year 10			\$33,397.33	
35	3500-T0A0F	TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTION - Year 11			\$34,566.24	
36	3500-T0A0F	TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTION - Year 12			\$35,776.06	
37	3500-T0A0F	TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTION - Year 13			\$37,028.22	
38	3500-T0A0F	TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTION - Year 14			\$38,324.21	

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Pricing Summary for
City of Augusta, GA

Q-00010241 Ver1 Feb
February 6, 2025

39	3500-T0A0F	TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTION - Year 15		\$39,665.55	
40	3500-T0A0F	TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTION - Year 16		\$41,053.85	
41	3500-T0A0F	TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTION - Year 17		\$42,490.73	
42	3500-T0A0F	TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTION - Year 18		\$43,977.91	
43	3500-T0A0F	TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTION - Year 19		\$45,517.13	
44	3500-T0A0F	TEMETRA ADVANCED, 50001-75000 ENDPOINTS, SUBSCRIPTION - Year 20		\$47,110.23	
Total Temetra Advanced				\$695,616.90	
Total				\$15,021,866.55	
Optional Items					
Remote Shut-off Valve					
45	TBD	AquaFlex AVS - Aquana - 3/4in - Actuator, valve, and locking clip come unassembled - 3/4in valve bore, M/F swivel nut, NPSM 1in connection - 3-wire AMR4 connection	TBD	\$141.33	TBD
Pressure Monitoring					
46	TBD	Pressure Monitoring Sensor	TBD	\$ 2,049.60	TBD
47	TBD	Pressure Monitoring Data Plan, Hosting - Annual Subscription	<u>Years</u> TBD	<u>Price per EP per Year</u> \$72.00	<u>Annual</u> TBD
Acoustic Leak Detection					
48	LDS-1601-001	LDS,OLS-OPENWAY RIVA LEAK SENSOR,W/ 5 FT ILC	TBD	\$135.43	TBD
49	3000-01918	mlogonline network leak monitoring - Annual Subscription (1 to 1,200)	<u>Years</u> TBD	<u>Price per EP per Year</u>	<u>Annual</u>
50	3000-01918	mlogonline network leak monitoring - Annual Subscription (for quantities greater than 1,200)	TBD	\$2.00	\$2,400.00 TBD
Pipe Asset Management					
51	3000-02155	Pipe Asset Management – Annual Platform Fee	TBD		\$21,000.00 (3)
52	3000-02157	Pipe Asset Management – Mains Risk Modeling, Essentials Subscription	<u>Miles</u> TBD	<u>Price per Mile per Year</u> \$97.00	TBD
Water Loss Management					
53	3000-00511	Water Loss Reduction – Subscription	TBD		\$31,000.00
Total Optional Items					TBD
Additional Training					
54	Services	Professional Services - Additional Training			\$8,974.72
55	T&E	Estimated Travel Expense			\$3,980.00
Total Additional Training					\$12,954.72

Confidential

Notes and Assumptions

(1) Itron Hardware:

Prices for equipment deliveries set forth in this pricing summary will remain in effect for 5 years. Pricing for equipment is fixed for 2 years following the effective date of the applicable agreement or addition thereto (the "Fixed Pricing Period"). On the first day following the Fixed Pricing Period, and each anniversary thereof, the then-current prices for equipment shall be automatically increased by a percentage equal to the greater of (a) three percent (3%), or (b) the percentage increase in the Index over the prior twelve (12) calendar months. Pricing for equipment deliveries following the above-mentioned period will be based on Itron's then-current list price, unless otherwise agreed in writing by Itron. Adjusted prices apply to equipment deliveries under (i) unfulfilled purchase orders with a customer requested delivery date more than twelve (12) months later than the purchase order date, and (ii) new purchase orders. "Index" means the PPI Commodity data for Final demand goods, seasonally adjusted (WPSFD41), as published by the US Department of Labor. Price adjustments will be determined based on the latest version of the Index, including preliminary Index values. The Index is accessible at <https://www.bls.gov/>.

Itron will honor the \$86.58 price for five years, provided that Augusta: (1) takes delivery of at least 50% of the cellular endpoints by December 31, 2026, and (2) issues a single purchase order (PO) for the entire project.

(2) Recurring Services: Temetra and Connectivity Access Service (CAS) Notes:

Temetra Recurring Services - Renewal Prices (Software). Pricing for software is fixed for three (3) years following the effective date of the applicable agreement or addition thereto, or the services commencement date as agreed between the parties (the "Fixed Pricing Period"). On the first day following the Fixed Pricing Period, and each anniversary thereof, the then-current prices for software shall be automatically increased by a percentage equal to the greater of (a) three percent (3%), and (b) the percentage increase in the Index over the prior twelve (12) calendar months. ["Index" means the CPI - All items in U.S. city average, all urban consumers, seasonally adjusted (CUSR0000SA0), as published by the US Department of Labor. Price adjustments will be determined based on the latest version of the Index, including preliminary Index values. The Index is accessible at <https://www.bls.gov/>. If the Index as defined above is discontinued, the calculation described herein shall be made using the price index with which the US Department of Labor replaces it.] [Notwithstanding the foregoing, Itron reserves the right to pass-through any price increase on third-party software or services that Itron receives from the third-party licensor or service provider.]

ITRON Connectivity Access Services (CAS) Recurring Services – CAS pricing will remain fixed for the first 15 years, with the exception of what is stated below. For years 16 through 20, pricing is estimated and may be adjusted based on prevailing market conditions. Additionally, if the Consumer Price Index (CPI - CUSR0000SA0) increases by more than 3% in any given year, CAS pricing may be adjusted accordingly. However, if CPI subsequently turns negative after a previous increase above 3%, the CAS pricing may be adjusted downward to recapture the initial rate, subject to a minimum floor at the original contract price.

(3) Pipe Asset Management Notes:

Multi-year subscriptions are discounted by 5% per year after the first year. Year 2 - 5%. Year 3 - 10%. Year 5 - 20%. Year 10 - 45%.

(4) Professional Services Notes:

See Statement of Work or Change Order for complete Details

Pricing assumes commencement/completion in 2025. Should project extend into 2026, pricing is subject to inflation price increase.

Itron Professional Services will be provided at a fixed fee. Statement of Work will determine agreed upon milestone payments.

Estimated travel and expenses have been included and will be billed back to the Utility at actual and will include a 15% administrative expense to all travel costs.

(5) Pricing is based on existing agreements or Itron's standard terms and conditions.

(6) Taxes, duties, and tariffs are not included. Prices are in US dollars. This quote is valid for 60 days.