

**AUTOMATED METERING INFRASTRUCTURE AGREEMENT
MATERIALS AND ONGOING SERVICES**

This Automated Metering Infrastructure Agreement (hereafter "Agreement") is made and entered into this 18th day of November, 2024, by and between:

Anixter Inc., a Delaware corporation, and its affiliates and subsidiaries
225 W Station Sq Dr, Ste 700
Pittsburgh, Pennsylvania 15219
(Referred to herein as "Anixter")

And New Braunfels Utilities
263 Main Plaza
New Braunfels, Texas 78130
(Referred to herein as "NBU" or "Purchaser")

Collectively, Anixter and NBU are sometimes referred herein to as "Parties".

RECITALS

- A. Itron is in the business of designing, manufacturing and selling Itron Products and Itron Services that when fully deployed form systems that enable two-way electronic communications between electricity meters and other devices that are part of an electric utility's electric distribution system, including, but not limited to, the collection of data from Aclara electricity meters and the remote disconnection and reconnection of electric service at the feature-enabled electricity meters. Anixter will cause Itron to perform the services required to be performed by Itron under this Agreement.
- B. Anixter is in the business of purchasing and delivering Itron and Aclara Equipment which, with the addition of Itron Software and Itron Services provided by Itron, form such Systems for electric utilities that enable such two-way electronic communications with the electric utility's electricity meters.
- C. NBU is a municipal utility owned by the City of New Braunfels and has previously purchased and deployed a system comprised of Itron Products and Itron Services (hereafter the "System") installed to enable such two-way electronic communications between NBU's electricity meters and other devices that are part of NBU's electric, water and waste water distribution systems. This purchase was made under the Automated Metering Infrastructure Agreement between Anixter (Formerly HD Supply Power Solutions, Ltd.) and NBU dated June 25, 2015, as amended.
- D. Anixter represents to NBU, upon which representations the Parties hereto acknowledge that NBU relies in signing this Agreement, that:
 - i. Anixter: (1) is now, and shall remain during the entire term of this Agreement, authorized by Itron as a Reseller of Itron Products and Itron Services to NBU with respect to all Itron Products and Itron Services incorporated into the System under this Agreement; and (2) will continuously provide NBU with warranties by Anixter and/or by Itron on all Itron Products and Itron Services that become part of the System under this Agreement; and
 - ii. Anixter (1) is now, and shall remain during the entire term of this Agreement, authorized by Aclara as a Reseller of Aclara Products and Services to NBU with respect to all Aclara Products and Services incorporated into the System under this Agreement; and (2) will continuously provide NBU with warranties by Anixter and/or by Aclara on all Aclara Products and Services that become part of the System under this Agreement.
- E. Disclaimers. Some Itron and Aclara software tools that Anixter may provide enable Purchaser to change the content, programming, and configuration of Itron and Aclara Equipment. Anixter shall not be responsible or liable to Purchaser or third parties for any consequences of, or losses or damages

arising from, the use or misuse of such software tools, including but not limited to outages, device non-reachability, loss or inaccurate reading or transmission of data. Except for the express limited warranties provided by Itron and Aclara, Anixter makes no warranty of any kind, whether express, implied, statutory, or otherwise relating to the Materials. Aclara and Itron and its suppliers specifically disclaim all implied warranties of design, merchantability, fitness for a particular purpose, title and non-infringement. Aclara and Itron and its licensors and suppliers do not warrant or represent that the Software will be free from bugs or that its use will be uninterrupted, error-free, or make any other representations regarding the use, or the results of the use, of Products provided hereunder. Anixter assumes no liability or responsibility for any interruption or cessation of transmission to or from its data centers via WAN, cellular or other public communications or broadband systems.

- F. The Parties agree that Anixter shall be the general contractor to provide and/or cause to be provided and delivered to NBU all of the Materials and Services as described in this Agreement necessary to maintain the System, subject to the following:
- i. NBU shall have the right, in its sole discretion, to elect to do some or all of the on-site installation of the electricity meters and other components of the System; and
 - ii. where Itron is so designated in this Agreement to provide and/or install software and/or provide other Services relating to the System, for the prices stated in this Agreement, Itron shall be the exclusive provider of such software and services as a subcontractor of Anixter, and NBU shall be entitled to warranties directly from Itron on all such software and services provided to the System directly by Itron as a subcontractor of Anixter.

Now, therefore, in consideration of the above Recitals, all which shall be an integral and substantive part of this Agreement, the mutual representations, covenants and agreements set forth herein, and intending to be legally bound, the Parties agree as follows:

AGREEMENT

1. Definitions. The definitions contained in Exhibit B hereto (SOW) are adopted and incorporated herein, and in all other exhibits hereto, by reference. In addition, the following capitalized words and phrases shall have the following meanings for the purposes of this Agreement and all exhibits hereto, except that if there is a conflict or inconsistency between a definition in the SOW and this Agreement, the definition in the SOW shall control:
 - a) "Agreement" means this document and the following exhibits, with this document to supersede all inconsistencies thereto, all of which are attached hereto and made a part hereof, and any amendments, modifications or supplements thereto or attachments incorporated therein:
 - Exhibit A – Pricing, Fees, and Notes;
 - Exhibit B – Statement of Work applicable to the System
 - b) "Anixter Personnel" means all employees of Anixter, its subcontractors and their employees, or any other personnel assigned by Anixter to provide Work pursuant to this Agreement. Anixter Personnel shall not include NBU Personnel.
 - c) "Materials" means all of the materials, including the Itron Products described in this Agreement and/or the exhibits to this Agreement and required by this Agreement and/or at the option of NBU hereunder to be furnished and/or caused to be furnished and delivered to NBU by Anixter or its subcontractor for incorporation into use of the System according to this Agreement.
 - d) "NBU Personnel" means all employees of NBU, NBU's subcontractors and their employees, or any other persons or entities assigned by NBU to provide materials, services or labor not required of Anixter by this Agreement in furtherance of the assembly, installation, deployment and use of the System. NBU Personnel shall not include any Anixter Personnel.

- e) "Reseller" means a person or entity that is authorized by Itron, pursuant to a written agreement between them, to resell Itron Products and/or Itron Services.
- f) "RMA" means returned material authorization.
- g) "Services" means all of those services, including Itron Services, described in the exhibits to this Agreement and required by this Agreement and/or at the option of NBU hereunder to be performed or furnished and/or caused to be performed or furnished by Anixter or its subcontractor for incorporation into or use of the System according to this Agreement.
- h) "Itron" means Itron, Inc.
- i) "Itron Documentation" means any electronic or paper version of the then-current installation instructions and/or user manuals Itron customarily provides to its Resellers.
- j) "Itron Equipment" means all hardware and related accessories provided by Itron directly or indirectly through its Resellers.
- k) "Itron Firmware" means the object code version of Itron proprietary software that is embedded in Itron Equipment.
- l) "Itron Products" means all Itron Equipment, Itron Software, Itron Firmware and Itron Documentation that are provided to NBU by Itron directly or indirectly through its Reseller, as more fully described in the SOW.
- m) "Itron Services" means project management services, solution services and software support services provided by Itron directly or indirectly through its Reseller, as more fully described in the SOW.
- n) "Itron Software" means: (i) software modules which are produced by or for Itron and licensed to NBU; (ii) Itron Documentation; (iii) Itron Firmware; and (iv) software produced by third parties and embedded in software modules which are produced by Itron and licensed to NBU.
- o) "Itron Specifications" means the specifications of Itron relating to a Itron Product or a Itron Service.
- p) "WAN" means a wide area network, which is a network that supports communications between NBU's automated electricity meters and NBU's corporate network.
- q) "Work" means the work required by this Agreement to be performed and/or caused to be performed by Anixter to: (a) furnish and deliver and/or cause to be furnished and delivered all of the Materials; (b) perform and furnish and/or cause to be performed and furnished all of the Services; and (c) at the option of NBU hereunder furnish and deliver and/or the cause to be furnished and delivered all of the optional Materials and perform and/or cause to be performed all of the optional Services under the terms of this Agreement for the assembly, installation, deployment or use of the System.

2. Assembly, installation and deployment of the System.

- a) Subject to the terms of Exhibit A hereto, and for the prices specified in the hereinafter described Exhibits, Anixter agrees to perform and/or cause to be performed for NBU the following Work as set forth in this Agreement, as coordinated with NBU, relative to the System:
 - 1) To furnish and deliver all of the Materials to NBU, at NBU's designated point or points of delivery, and to cause all of the Services to be furnished and performed by Itron, at the sole option and discretion of NBU either as such Materials and Services are described in Exhibit A and Exhibit B hereto.

- b) NBU agrees to provide all necessary management, supervision, resources and materials required (excluding the Material, Services and other Work required to be furnished, delivered and/or performed, or caused to be furnished, delivered and/or performed, by or for Anixter pursuant to this Agreement) to permit Anixter to provide the Work as set forth in this Agreement and the SOW, including but not limited to:
- 1) Providing Anixter or Itron, as the case may be, in a timely manner and at no cost to Anixter or Itron, with the assistance, information, data relating to the Materials and Services specified in Exhibits A and B hereof, which is reasonably necessary for the performance of the Work, and which Anixter or Itron cannot reasonably collect themselves without NBU's assistance;
 - 2) Agreeing to be bound by the provisions of any direct license agreements applicable to software provided to NBU, if any, in connection with the System;
 - 3) Providing Anixter Personnel with such access to NBU's property and NBU Personnel as may be reasonably necessary for Anixter to perform the Work;
 - 4) Complying with all applicable Federal and State laws and regulations, and any of NBU's, but not others, procedures, and complying with Anixter's and sub-contractors reasonable safety requests;
 - 5) Devoting sufficient time and resources, including qualified personnel, to perform its obligations in accordance with this Agreement; and
 - 6) Ensuring that NBU Personnel cooperate with Anixter in the timely and efficient performance of Anixter's obligations under this Agreement, to the limited extent such cooperation is reasonably necessary for Anixter to timely perform under this Agreement.
3. Term. This Agreement will be effective on the latest date subscribed below, and will remain in full force and effect for a period of six (6) months from February 1, 2025, to July 31, 2025(the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement shall automatically renew for four (4) successive one-year terms (each, a "Renewal Term"), unless either party provides written notice of its intent to terminate the Agreement to the other party at least ninety (90) days prior to the expiration of any term or in the manner set forth in Section 19 or 20 of this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement will remain in full force and effect. In no event will the contract Term extend beyond July 31, 2029. Upon completion of the Work, Anixter shall deliver a final invoice, and this Agreement shall automatically terminate upon payment of such invoice, except as provided in Section 30 (Survival) hereof.
4. Time for Performance.
- a) Anixter shall use commercially reasonable efforts to perform the Work within the times set forth in this Agreement. NBU understands and agrees that the ability of Anixter to make such deliveries and provide such Service within such times may, from time to time, be dependent upon the timely issuance of purchase orders by NBU (if required) and the timely performance of NBU's obligations hereunder, and NBU agrees that it will use commercially reasonable efforts to cause NBU Personnel to perform their respective obligations in a timely fashion and to reasonably cooperate with Anixter.
 - b) Neither Party shall be liable to the other for failure or delay in performance of a required obligation if such failure or delay is caused solely by an act or omission of the other Party, subject to Section 9 (Invoicing and Payment) hereof.

- c) Neither Party shall be liable to the other for failure or delay in performance of a required obligation if such failure or delay is caused by unavoidable delays in shipment, delivery or taking receipt of any items sold hereunder, including delays caused by Anixter's suppliers, or loss or damage thereto, acts of God, acts of the other Party, acts of civil, regulatory or military authority, U.S. Governmental restrictions or embargoes, war, terrorism, riot, fires, strikes, flood, epidemics, quarantine, restrictions, default or unavoidable delay by supplier, unavoidable delays in transportation or uncontrollable difficulties in obtaining necessary materials, labor or manufacturing facilities due to such causes, or any other cause beyond a Party's reasonable control. In the event of such occurrence, performance shall be suspended to the extent made necessary by such forces, and the time for performance shall be extended by a period equal to the time of delay. Upon the occurrence of such an event the Party whose performance is adversely affected shall promptly notify the other Party of the nature and extent of the occurrence and the anticipated period of delay in performance. No event described in this Section 4 (Time for Performance) shall excuse any obligation to pay any amount due to the other Party for Services performed or Materials provided prior to the failure or delay of performance.
5. Purchase and Sale. NBU agrees to purchase from Anixter the Materials and Services, at the prices and in the quantities as set forth in Exhibits A and B hereto, as applicable, and on the terms and conditions set forth in this Agreement and in Exhibit A hereto. Anixter agrees to sell and provide to NBU from Itron the Materials and Services, at the prices and in the quantities as set forth in Exhibits A and B hereto, as applicable, and on the terms and conditions set forth in this Agreement and in Exhibit A hereto. Anixter shall cause all such Itron Software and Itron Services to be provided directly to NBU by Itron, and Anixter shall cause all other Materials and Services to be obtained from and provided to NBU, directly or indirectly, by Itron.
6. Stocked Materials. Anixter will stock a four (4) month supply of select electric meters and water meters with communication modules listed in Exhibit A. Stocked quantities will be determined based on previous three (3) year purchase history by NBU, and may be adjusted accordingly depending upon consumption by NBU. NBU agrees to a ninety (90) day notice of termination, and upon termination NBU will purchase in a reasonable time the remaining stock of electric meters and water meters with communication modules. Materials will be released from Anixter stock to NBU with an approved NBU purchase order on an as-needed basis, and delivered on an Anixter truck. Special arrangements may also be made by NBU to pick up meters from Anixter warehouse.
- a) Cancellation/Modification of Orders. Purchaser may change or cancel an order without charge for Meters with integrated Communications Modules, Network Equipment and all other Products Anixter provided to Purchaser by Anixter without payment of any cancellation/change fee if such change or cancellation is made prior to the commencement of the Purchase Order Lead Time. Purchaser must pay all of Anixter's reasonable costs for changes or cancellations made after commencement of the Purchase Order Lead Time. Orders from other suppliers may be cancelled by Purchaser only to the extent cancellable by Anixter. Except as set forth in Section 8, Purchaser may not return delivered Itron or Aclara Products to Anixter. "Purchase Order Lead Time" means the required minimum amount of time between Anixter's receipt of a Purchase Order and the delivery by Anixter of the Equipment to the carrier or the commencement date for Services.
7. Shipment/Delivery. Shipping costs, transit insurance (if any), import duties, and tariffs shall be borne by NBU to the extent permitted by law. Anixter reserves the right to pay such expenses and invoice NBU for cost, upon NBU's prior written consent.
8. Equipment Inspection and Acceptance. Purchaser will inspect the Equipment within fifteen (15) days following delivery to Purchaser to ascertain correct quantities and identify visible damage or deviation from the Purchase Order. Unless Purchaser provides written notice to Anixter within the inspection period that Equipment is damaged or does not meet the Purchase Order requirements, Purchaser will be deemed to have accepted the Equipment. Anixter will deliver, at Anixter's expense, Equipment to replace defective Equipment or to meet the correct quantities.
9. Invoicing and Payment.

- a) Equipment. Anixter shall invoice for the Materials listed in Exhibit A at the prices stated in said Exhibit A hereto, and subject to the terms stated in Exhibits A and B hereto, upon delivery of said Materials to NBU in accordance with this Agreement; provided, however, that Itron Equipment that is shipped by Anixter to a third party for integration with meters purchased directly by NBU shall be invoiced upon shipment by Anixter to such third party.

Services. Anixter shall invoice NBU for the Materials and Services listed on Exhibits A and B hereto at the prices on said Exhibits A and B hereto, subject to the terms stated in Exhibits A and B hereto, in accordance with Exhibit B hereto (the SOW).

- b) Payment. Unless otherwise set forth herein NBU shall pay Anixter invoices for such Materials and Services in accordance with the terms set forth herein.

10. Title, Risk of Loss and Insurance. Title to and risk of loss of Materials shall pass to NBU upon receipt of the Materials by NBU.

11. Sales and Use Taxes. Anixter shall not invoice to NBU any state, county or local sales or use taxes from which NBU is exempt due to its status as a governmental entity, and shall only invoice such taxes applicable to the amounts invoiced for the performance of the Work by Anixter under this Agreement as provided in Exhibit A hereto from which NBU is not exempt.

12. Substitution. Anixter shall have the right to provide a substitute item upon NBU written approval for an item specified in Exhibit A hereto, provided that such substituted item is in all respects functionally and qualitatively equivalent to and compatible with the specified item and is at the same or lower price as the specified item. In the event of any such substitution, Anixter shall give NBU prompt written notice of its intention to make a substitution, which notice shall set forth: (a) the reason(s) for such substitution; (b) a statement that the substituted item is in all respects functionally and qualitatively equivalent to the specified item, and the factual bases and documentary evidence for such statement; (c) disclosure of warranty terms and conditions applicable to each such substituted item of Materials; and the cost to NBU of such substituted item. Any such substitution shall be subject to acceptance and approval of NBU, and if reasonably rejected by NBU, Anixter will use commercially reasonable efforts to provide an alternative substitution item that is satisfactory to NBU.

13. Warranties.

- a) Materials. With respect to each Material to be delivered or caused to be delivered to NBU under this Agreement directly or indirectly by Anixter, Anixter shall pass through and hereby assigns to NBU from the manufacturer of such Material any warranty on such Material received from the manufacturer and that shall be at least equal in terms and duration to the warranties stated in Exhibit A or Exhibit B hereto (the SOW) or otherwise provided to NBU. Anixter excludes and disclaims all other express and implied warranties with respect to the Material, including, but not limited to, all implied warranties of merchantability and fitness for a particular purpose.

b) Services.

- 1) With respect to all the Services to be performed for NBU under this Agreement directly by Anixter, Anixter warrants that the Services shall be performed in a professional, competent and workmanlike manner by Anixter Personnel appropriately qualified and trained to perform such Services. In the event of a breach of the foregoing warranty relating to such Services occurring within twelve (12) months after the completion of the System, Anixter shall, at its sole cost and expense, re-perform such Services in a timely manner. Anixter excludes and disclaims all other express and implied warranties with respect to Services, including, but not limited to, all implied warranties of merchantability and fitness for a particular purpose.

- 2) With respect to each Service caused to be performed for NBU under this Agreement indirectly by Anixter or by a subcontractor of Anixter, Anixter shall pass through to NBU from the direct

provider of such Service a warranty on such Services at least equal in terms and duration to the warranties stated in Exhibit B hereto the (SOW) or otherwise provided to NBU.

- c. Subsections a. and b. of this Section 13 (Warranties) notwithstanding, with respect to all Materials and Services provided directly or indirectly to NBU by Itron, the warranties for such Materials and Services shall be provided to NBU by Itron as stated in Exhibit B hereto.
14. Audit. To the extent permitted by NBU's internal policies and procedures, and subject to all applicable laws and regulations, the Materials conveyed to NBU shall be subject to audits as provided in Exhibit A hereto.
 15. Indemnity and Hold Harmless. For the purpose of this Section 15 (Indemnity and Hold Harmless) only, "NBU Parties" shall mean NBU, its directors, officers, agents and employees, contractors and subcontractors, assignees, subsidiaries and affiliates, and each of them, "Itron Parties" shall mean Itron, its directors, offices, agents and employees, contractors and subcontractors at any tier, and the subcontractor's directors, officers, agents and employees, and "Anixter Parties" shall mean Anixter, its directors, officers, agents and employees, contractors and subcontractors at any tier, and the subcontractor's directors, officers, agents and employees, and "Claims" shall mean claims, demands, suits or causes of action. The Parties obligations under this Section 15 (Indemnity and Hold Harmless) shall not be limited to their respective insurance coverage.
 - a) Subject to Section 23 (Limitation of Liability) hereof, Anixter shall indemnify NBU Parties for any and all loss or liability, including the costs of settlements, judgments, damages and direct expense including reasonable attorney's fees, costs and expenses arising from Claims, at law or in equity, whether based on statute or regulation or on theories of contract, tort, strict liability, or otherwise, which are brought against one or more NBU Parties by or on behalf of persons other than NBU Parties involving injuries or damages to persons or property arising from or in any manner relating to negligent acts or omissions of Anixter Parties in the performance of the duties of Anixter under this Agreement. Anixter shall defend at its own expense, with counsel of its choosing, but reasonably acceptable to NBU, any suit or action brought against NBU Parties based upon such Claims. Anixter shall also indemnify NBU Parties for any and all loss or liability for fines, fees or penalties for violations of any statutes, regulations, rules, ordinances, codes or standards arising from or relating to acts or omissions of Anixter Parties in the performance of the duties of Anixter under this Agreement. Anixter's obligations under Subsection (a) of this Section 15 (Indemnity and Hold Harmless) shall be reduced to the extent of the negligence or willful misconduct of NBU Parties.
 - b) To the maximum extent permitted by law and subject to Section 23 (Limitation of Liability) hereof, Purchaser shall indemnify Anixter Parties for any and all loss or liability, including the costs of settlements, judgments, damages and direct expense including reasonable attorney's fees, costs and expenses arising from Claims, at law or in equity, whether based on statute or regulation or on theories of contract, tort, strict liability, or otherwise, which are brought by or on behalf of persons other than Anixter Parties for injuries or damages to persons or property arising from or in any manner relating to negligent acts or omissions of NBU Parties in the performance of the duties of NBU under this Agreement. To the maximum extent permitted by law, Purchaser shall also indemnify Anixter Parties for any and all loss or liability for fines, fees or penalties for violations of any statutes, regulations, rules, ordinances, codes or standards applicable to this Agreement arising from or relating to acts or omissions of NBU Parties in the performance of the duties of NBU under this Agreement. NBU's obligations under Subsection (b) of this Section 15 (Indemnity and Hold Harmless) shall be reduced to the extent of the negligence or willful misconduct of Anixter Parties.
 16. Confidentiality. The parties agree that, as a result of the business relationship created by this Agreement, the parties will disclose certain confidential information concerning their business (including affiliates), including without limitation personal identifying information, customer account information and data, financial information, pricing, sales and marketing materials, the Documentation and all

related information (collectively, the "Information"), which constitute confidential and proprietary information and as such, such Information is deemed to be confidential, proprietary information of the Party disclosing the Information. The parties agree to keep the Information confidential and not to disclose any of the Information in any manner whatsoever except that the Information may be disclosed to the officers, employees and agents of the receiving Party who have a business need to know the Information for the sole purpose of performing obligations under this Agreement, utilizing the Materials or Itron Software or complying with any applicable law. The parties agree to ensure that all persons who have access to the Information are informed of the confidential nature of the Information and directed to comply with the terms of this provision. The parties' obligations with respect to non-disclosure of the Information will survive the termination of this Agreement. For avoidance of doubt, Information does not include Information that: (i) is or becomes generally known to the public by any means other than a breach of the obligations of Purchaser hereunder; (ii) was previously known to Purchaser as evidenced by its written records; (iii) is rightly received by the Purchaser from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the Purchaser without reference to or use of the Information. This Section 16 is subject to the requirements of Chapter 552, Texas Government Code (relating to Public Information), or successor law, and to the applicable rules and requirements of the Public Utility Commission of Texas.

17. Publicity. Neither Party shall, without the express written consent of the other Party, disclose any Information or make any news release, advertisement, or public communication regarding this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall prevent either Party from making such public disclosures as it, in its sole judgment, may deem appropriate to enforce the terms of this Agreement or satisfy such Party's (or such Party's Parent's) obligations under any applicable law or requirement of any stock exchange, and NBU may publicize Information that it deems necessary or appropriate to educate utility members and/or the Public Utility Commission of Texas and its staff concerning NBU. This Section 17 is subject to the requirements of Chapter 552, Texas Government Code (relating to Public Information), or successor law, and to the applicable rules and requirements of the Public Utility Commission of Texas.

18. Insurance. In the event that Anixter's obligations hereunder require or contemplate performance of Work by Anixter's employees, or by persons or employees or agents of persons under contract to Anixter, to be done on Purchaser's property, or on property of Purchaser's customers, Anixter agrees that all such Work shall be done as an independent contractor and that the persons doing such Work shall not be considered employees of the Purchaser. Further, in such event, Anixter shall maintain the following insurance in its name:

- a) general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence and five million dollars (\$5,000,000) in the aggregate, at all times during the entire term of this Agreement and for three years thereafter; and
- b) statutory workers compensation insurance as required by the laws of the State of Illinois or whichever laws are legally applicable to the Anixter Personnel on a case by case basis.

NBU, its directors, officers, agents and employees, contractors and subcontractors, assignees, subsidiaries and affiliates shall be named as additional insureds or loss payees as such interest may appear on the policy referred to in (a), above.

19. Termination for Convenience. NBU reserves the right, at any time, to terminate this Agreement, or any portion thereof, for its sole convenience. Any such termination shall be effected by delivery of written notice of termination to Anixter specifying the extent to which this Agreement has been terminated and the date upon which the termination shall be effective. The effective date of termination shall be no earlier than ninety (90) days after the receipt of the notice of termination by Anixter. Upon receipt of such notice, Anixter, shall in good faith and using all commercially reasonable efforts, stop all Work hereunder, and shall promptly take steps to cancel existing orders, contracts and subcontracts relating to the Work. In the event of such termination, Anixter shall be entitled to receive:

- a) the contract price due Anixter for the Services actually performed and the Materials actually delivered prior to the effective date of termination;
- b) all reasonable costs reasonably incurred by Anixter specifically detailed in this Agreement prior to the effective date of termination;

No costs incurred after the effective date of the notice of termination shall be treated as a reimbursable cost and any such costs relating to taking measures reasonably required to comply with NBU's notice of termination in a prudent and business-like manner shall be borne exclusively by Anixter and/ or Itron.

20. Termination for Cause.

- a) NBU may terminate this Agreement for cause upon delivery to Anixter of a written notice of termination. Such notice of termination shall be given to Anixter at least thirty (30) days prior to the effective date of such termination. Such notice of termination may be given for any one of the following reasons:
 - i) if Anixter shall become insolvent, commit any act of bankruptcy, make a general assignment for the benefit of creditors, or become the subject of any proceeding commenced under any statute or law for the relief of debtors; or
 - ii) if a receiver, trustee or liquidator of any property or income of Anixter is appointed; or
 - iii) if Anixter:
 - (1) causes or permits a default in any material manner in the performance of Anixter's obligations under any of the terms, provisions, conditions or covenants contained in this Agreement; and
 - (2) further fails within sixty (60) days after written notice thereof from NBU to take reasonable steps to remedy such default.

In the event of termination for cause by NBU, Anixter shall be paid only the portion of the compensation related to Services performed and Materials ordered prior to the effective date of termination. Anixter shall also be subject to any Claim NBU may have against Anixter, including without limitation any Claims for any defaults which Anixter causes or permits that are the bases for termination for cause.

- b) Anixter may terminate this Agreement upon delivery to NBU of a written notice of termination. Such notice of termination shall be given to NBU at least thirty (30) days prior to the effective date of such termination. Such notice of termination may be given only for any one of the following reasons:
 - i) If NBU shall become insolvent, commit any act of bankruptcy, make a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors; or
 - ii) if a receiver, trustee or liquidator of any property or income of NBU is appointed; or
 - iii) if NBU:
 - (1) causes or permits a default in any material manner in the performance of NBU's obligations under any of the terms, provisions, conditions or covenants contained in this Agreement; and
 - (2) further fails within sixty (60) days after written notice thereof from Anixter to NBU to take reasonable steps to remedy such default.

NBU shall also be subject to a reasonable claim Anixter may have against NBU for unpaid amounts owed for prior Services performed and Materials delivered, to the limited extent such amounts are undisputed by NBU.

21. Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, provided however, that either Party may assign its rights (but not its obligations) under this Agreement to an Affiliate of such Party or to an entity acquiring all or substantially all of the assets of such Party without prior approval of the other Party provided that the assignee assumes in writing all of the obligations of assignor under this Agreement. In such an event, the assigning Party shall provide the other Party with prompt written notice of such assignment. As used in this Section 21 (Assignment), "Affiliate" means a business entity which either owns or controls a Party or which such Party owns or controls directly or indirectly, or is under common control directly or indirectly with such Party through a common parent business entity.
22. Representations (in addition to those contained in the Recitals to this Agreement).
 - a) Anixter represents and warrants that Anixter has the authority to execute, deliver and perform its obligations under this Agreement;
 - b) NBU represents and warrants that NBU has the authority to execute, deliver and perform its obligations under this Agreement, and that NBU has obtained all required regulatory approvals to enter into and to perform its obligations under this Agreement.
23. Limitation of Liability. Notwithstanding anything contained herein to the contrary, the total aggregate liability of Anixter to NBU for any and all liability arising out of or in connection with the performance of this Agreement shall be limited to the aggregate sum of payments made by NBU to Anixter under this Agreement. In no case shall either Party be liable to the other Party for estimated loss of benefit, loss of profit, punitive, special, indirect or consequential damages.
24. Improper Use or Disclosure of Patron Data. Anixter assumes no responsibility for NBU or third party content carried on NBU's systems or on the systems provided by Itron. To the maximum extent permitted by law, Anixter shall indemnify, defend and hold NBU harmless from any claims, liabilities, losses, causes of action, damages, demands, settlements, judgments, and costs and expenses (including without limitation, reasonable attorneys' fees and costs) arising from Anixter's or Itron's improper use or disclosure of data relating to any patron of NBU. To the maximum extent permitted by law, NBU shall indemnify Anixter from and for any claims, liabilities, losses, causes of action, damages, demands, settlements, judgments, and costs and expenses (including without limitation, reasonable attorneys' fees and costs) arising from NBU's improper use or disclosure of data relating to any patron of NBU.
25. Notices. Any notices required or permitted to be given by one Party to another Party hereunder shall be in writing and signed by an authorized person for the Party giving the notice, and shall be presumed to be given if (1) personally hand delivered, (2) sent by a national overnight courier providing evidence to the sender of delivery to the addressee, or (3) U. S. Postal Service ("USPS"), registered or certified mail, return receipt requested, postage prepaid, and simultaneously by USPS regular first class mail with postage prepaid, to the respective Parties at the addresses shown below; or to such other persons at the addresses as a Party hereto may hereafter from time to time designate by written notice to all other Party hereto. Notices given by USPS as described above shall be presumed received by the addressee five (5) business days after the date of deposit with the USPS.

If to Anixter:
Hernan Nucci
Anixter Inc.
2301 Patriot Blvd
Glenview, IL 60026

With a copy to:
Legal Department
Anixter Inc.
2301 Patriot Blvd
Glenview, IL 60026

If to NBU:
New Braunfels Utilities
Attn: Chief Technology and Security Officer
263 Main Plaza
New Braunfels, Texas 78130

With a copy to:
New Braunfels Utilities
Attn: Purchasing Manager
263 Main Plaza
New Braunfels, Texas 78130

26. Compliance with Laws. Anixter shall comply with all applicable Federal, State and local laws and ordinances in the performance of its duties under this Agreement, including the state and local laws applicable where the Work is being performed.
27. Dispute Resolution. Both Parties agree to attempt to settle any dispute arising out of this Agreement or the matters that are the subject of this Agreement through good faith consultations and negotiations. If those attempts fail, the Parties agree that any disputes arising under, out of, or in relation to this Agreement shall be finally and conclusively determined in a court of competent jurisdiction located in Comal County, Texas.
28. Governing Law. Except where otherwise expressly stated herein, this Agreement shall be governed by the laws of the State of Texas.
29. Independent Contractor. Anixter shall perform and provide the Work in connection with this Agreement as an independent contractor and not as a subcontractor, agent or employee of NBU, its parent, subsidiaries, or affiliates.
30. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.
31. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. There are no oral agreements or representations or additional written materials that revise or supplement the terms of this Agreement. No modification, amendment, revisions or supplements to this Agreement shall be enforceable unless in writing, signed by both NBU and Anixter.
32. General Provisions. Each Party hereto agrees as follows: (a) the matters set forth in the Recitals section of this Agreement are substantive parts of this Agreement; (b) the headings and titles in this Agreement are not to be interpreted as substantive parts of this Agreement; (c) this Agreement shall be interpreted such that the masculine gender includes the feminine and neutral genders (and vice-versa) and the singular number includes the plural (and vice-versa); (d) this Agreement was prepared by the common draftsmanship of all Parties hereto, and shall not be interpreted against one Party or the other as the scrivener; (e) there are no representations except as expressly contained in this Agreement; (f) this Agreement applies to, binds, and inures to the benefit of, the successors and permitted assigns of the Parties hereto; (g) any exhibit referred to herein or affixed to this Agreement is a part hereof, and incorporated herein by reference; (h) each provision of this Agreement shall be interpreted so as to be valid and enforceable to the fullest extent permitted by law, and if any provision of this Agreement is

held invalid, illegal or unenforceable with respect to any Party, the remainder of this Agreement shall remain in full force and effect as to all Parties hereto, and any provision held to be invalid, illegal or unenforceable with respect less than all Parties hereto shall remain in full force and effect as to persons other than those as to whom it is held invalid, illegal or unenforceable; (i) no waiver of a breach or default of the terms or provisions of this Agreement shall be a waiver of any preceding or succeeding breach or default of the same provision, or any other provision, of this Agreement; (j) the prevailing Party hereto in any court action or mutually agreed upon arbitration proceeding to interpret or enforce the terms of this Agreement shall be entitled to receive its reasonable attorneys' fees and court costs related to such action or proceeding from the non-prevailing Party hereto to the extent permitted by law; (k) this Agreement shall not be binding on either Party unless and until it is fully executed by all Parties hereto; (l) each individual executing this Agreement on behalf of an entity represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of such entity in accordance with the bylaws of such entity, and that the terms of this Agreement are binding upon such entity; (m) this Agreement may be executed in counterparts, each of which shall be deemed an original; (n) a photocopy, facsimile, scanned and/or emailed copy of a signature to this Agreement shall be as valid and binding as the original signature; (o) each Party hereto shall cooperate to execute any supplementary document, and to take all additional actions, that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement; and (p) this Agreement shall not confer any rights or remedies upon any person other than the Parties hereto and their respective successors and permitted assigns.

33. NBU will pay Anixter an amount consistent with the quote provided and tables set forth herein, which amount shall not exceed the total sum of \$ 10,000,000 for all goods and services under the Agreement, including but not limited to all equipment, materials, services, work, software, fees and costs)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Anixter Inc.

New Braunfels Utilities

A Texas municipal owned utility

By:



By:

Name:

Joseph LaBrecque

Name:

Ryan Kelso

Title:

Technical Program Director

Title:

Chief Executive Officer

Date:

2024-11-18

Date:

Exhibit A: Pricing, Fees, and Notes: New Braunfels Utilities AMI Software and Services

1. Software Tools and Software-as-a-Service

UtilityIQ Application Suite (Software-as-a-Service)				
Item	Catalog Number	Term	Price	Total over 5 years
PROD: UtilityIQ SaaS Monthly Fee (AMM, MPC, FWU, Network Center)	290-001070	Per Agreement	\$40,136.65 Monthly	\$2,408,199.00
PROD: ODS SaaS Monthly Fee	295-000513	Per Agreement	\$8,101.12 Monthly	\$486,067.20
PROD: SensorIQ (Voltage) SaaS Monthly Fee (Optional software; see Note 4)	290-020044	Per Agreement	\$14,729.31 Monthly	\$883,758.60
PROD: Operations Optimizer Base Toolset and Starter Kit SaaS Monthly Fee	290-060001	Per Agreement	\$4,500.00 Monthly	\$270,000.00
TEST: UtilityIQ SaaS Monthly Fee (AMM, MPC, FWU, Network Center)	290-001074	Per Agreement	\$3,500.00 Monthly	\$210,000.00
Annual Software Maintenance: CT	290-030001	Per Agreement	\$950.00 Annually	\$4,750.00
SVC, Itron Security Manager Annual SW Maintenance	SVC-ISM-U	Per Agreement	\$860.00 Annually	\$4,300.00
ISM-Hosted Application MGMT Services - Annual Fee	3000-00281	Per Agreement	\$8800.00 Annually	\$44,000.00

Note 1: Pricing listed above is for Initial Term. Pricing subject to modification upon each term renewal, provided, however, that the price per endpoint as reflected in Attachment 1 will not increase from any one year to the next in excess of 5% unless documented in the form of an Amendment to Exhibit A.

Note 2: Pricing includes hardware, software, and hosting a Production environment to support up to 80,000 electric endpoints and 80,000 water endpoints, a Test environment to support up to 1,000 endpoints.

Note 3: Software Licensed under the Statement of Work.

SaaS: Itron hereby grants NBU a non-exclusive, non-transferable, non-assignable, limited right to access and use the software and third party applications identified in the table above for the period set forth therein, subject to NBU's compliance with the following terms of service:

- (i) NBU shall not knowingly distribute, download, or place on any Itron website or server, any content that: (a) NBU 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 law, statute, ordinance or regulation; (c) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (d) is obscene, pornographic or indecent; or (e) contains any viruses, trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. Itron reserves the right to remove any such content without prior notice to NBU, but would in such event promptly provide notice to NBU after such removal. To the maximum extent permitted by law, NBU shall indemnify Itron for and from any claims, liabilities, losses, causes of action, damages, settlements, and costs and expenses (including, without limitation reasonable attorneys' fees and court costs) arising from any third-party claims related to or generated by such content.
- (ii) NBU represents that (a) it has the legal right and authority to grant Itron access to view, store and use NBU's data to provide SaaS and related services, (b) Itron's transmission, use and storage of any such data in accordance with this agreement will not violate any applicable laws or regulations, and (c) NBU has implemented all reasonable security protocols for NBU's and its suppliers' systems, software and hosting. To the maximum extent permitted by law, NBU shall indemnify Itron from and for any claims, liabilities,

losses, causes of action, damages, judgments, penalties, settlements, costs and expenses (including, without limitation reasonable attorneys' fees and court costs) arising from any claim that any permissible access, use, or transmission of such data by Itron was unlawful or not authorized.

Note 4: The parties acknowledge that PROD: SensorIQ (Voltage) SaaS Monthly Fee is an optional module that NBU is not purchasing at this time. NBU may opt to purchase this module in the future by written notice to Anixter if it elects to do so, which would incur an additional associated one-time startup fee, at then-current pricing.

2. Equipment

Electric Meters with Integrated Communication Modules		
Item	Catalog Number	Unit Price
Form 1S-Class 100 RD I-210+C Meter with INSI NIC	727XB88035	\$259.44
Form 2S-Class 200 RD I-210+C Meter with INSI NIC	727XC88100	\$196.39
Form 2S-Class 320 RD I-210+C Meter with INSI NIC	727XF88011	\$314.58
Form 3S-Class 20 120V I-210+C Meter with INSI NIC	727XD89035	\$214.03
Form 3S-Class 20 240V I-210+C Meter with INSI NIC	SIM TO 727X389120	\$214.03
Form 4S-Class 20 I-210+C Meter with INSI NIC	727XE89029	\$214.03
Form 12S-Class 200 RD I-210+C Meter with INSI NIC	727XA88055	\$251.64
Form 16S-Class 200 KV2C Meter with INSI NIC	78AX480047	\$399.20
Form 16S-Class 320 KV2C Meter with INSI NIC	78AX480048	\$409.68
Form 9S-Class 20 KV2C Meter with INSI NIC	78AX980038	\$419.23
Form 9S-Class 20 KV2C Meter TQEVXKWB with INSI NIC	78AX980039	\$701.84
Form 2S-Class 200 KV2C Meter with INSI NIC	78AX280019	\$409.68
Form 2S-Class 200 MicroAP RD I-210+C Meter with INSI NIC	727XC88102	Call for Quote
Form 1S-Class 200 RD Itron Gen5 Riva Meter	TBD	\$210.77
Form 2S-Class 200 RD Itron Gen5 Riva Meter	TBD	\$210.77
Form 2S-Class 320 (Non-RD) Itron Gen5 Riva Meter	TBD	\$205.78
Form 3S-Class 20 120-480V Itron Gen5 Riva Meter	TBD	\$430.17
Form 4S-Class 20 Itron Gen5 Riva Meter	TBD	\$430.17
Form 12S-Class 200 RD Itron Gen5 Riva Meter	TBD	\$246.43
Form 16S-Class 200 Itron Gen5 Riva Meter	TBD	\$430.17
Form 16S-Class 320 Itron Gen5 Riva Meter	TBD	\$430.17
Form 9S(8S)-Class 20 Itron Gen5 Riva Meter	TBD	\$430.17
Form 9S/36S-Class 20 Itron Gen5 Riva Meter	TBD	\$430.17
Form 2S-Class 200 120-480V Itron Gen5 Riva Meter	TBD	\$430.17

Water Meters and Communication Modules		
Item	Catalog Number	Unit Price
Itron 500W Through-Lid Remote Mount Antenna Kit	CFG-0900-003	\$96.90
Itron 500W Gen5 Cellular Water Pit Module ECW-1700-001	ECW-1700-001 Generic Part Number Listed NBU-Specific CustPart TBD	\$124.10
ITRON MANAGED CELLULAR SERVICES – VERIZON (Annual Fee)	3000-00364	\$4.32
Itron 500W Through-Lid Mounting Kit	CFG-1601-001	\$4.40
Itron 500W Gen5 Water Pit module Water Meter	A326003	\$109.55

Network Infrastructure		
Item	Catalog Number	Unit Price
Cellular Access Point 5.0 – AT&T or Verizon	200-005006 (AT&T)	\$8,275.31
	200-005000 (Verizon)	
Antenna, Cellular AP	201-000050	\$50.49
Ethernet Access Point	200-005001	\$7,638.75
Relay 5.0, USA	210-005000	\$1,464.09
Network Battery Back Up	200-450009	\$790.80
Socket AP	20X-500005	\$1,464.09
Antenna, Socket AP, Flex Skirt	201-000089	\$34.18
Streetlight Photocell	CustPart TBD	Call for Quote
Streetlight Micro AP – AT&T or Verizon	392-050110 (AT&T)	\$1,246.93
	392-050112 (Verizon)	\$1,246.93
Bridge Master 5.0 Kit	205-005000 Kit	Call for Quote
Bridge Remote 5.0 Kit	205-005001 Kit	Call for Quote

Exhibit B: AMI Materials and Ongoing Services Statement of Work

This AMI Materials and Ongoing Services Statement of Work (“SOW”) is entered into as of the effective date of the Agreement (“SOW Effective Date”) between Anixter, Inc. (“Anixter”) and New Braunfels Utilities (“NBU” or “Customer”), and describes the Services that Anixter, itself and through its subcontractor, Itron will provide to NBU for the ongoing servicing of Itron’s Advanced Metering Infrastructure (“AMI”) System. This SOW is subject to the terms of the Agreement between the Parties to which this SOW is attached (“Agreement”). Unless otherwise defined in this SOW, the capitalized terms will have the same meaning as in the Agreement. If there is a conflict or inconsistency between this SOW and the Agreement, the terms of this SOW will control.

Summary

NBU and Anixter, having deployed a SmartGrid system with electric and water endpoints, wish to work together to continue to maintain and service this system for the additional term as set forth in the Agreement. This SOW includes the activities planned to maintain the AMI head end infrastructure and software (hosted by Itron), and maintain network connectivity between the Itron hosted head end system, the electric and water endpoints, and New Braunfels Utilities.

Itron will manage and operate the AMI System which will be hosted by Itron. Itron is a subcontractor of Anixter, and Anixter shall cause Itron to perform all tasks and responsibilities identified herein as Itron’s responsibilities.

Definitions

“Access Points” or “APs” means Equipment that acts as an interface between the Neighborhood Area Network (“NAN”) and the Wide Area Network (“WAN”) that allows UtilityIQ® Software (“UIQ”) to communicate with the Endpoint.

“Agreement” means the agreement referenced in the first paragraph of this SOW.

“AMI” or “Advanced Metering Infrastructure” means hardware and software that, along with communications services, enable automated meter reading and other capabilities.

“AMI Project” means NBU’s full deployment AMI project completed previously under a separate SOW: Exhibit C to the Automated Metering Infrastructure Agreement between Anixter (Formerly HD Supply Power Solutions, Ltd.) and NBU dated June 25, 2015, as amended.

“Anchor Read” means the “register value” stored once daily in a register in the Communication Module as installed in the Integrated Meter (usually at midnight).

“AMI System” means the AMI products and technologies that Anixter and Itron will provide, including: (1) the Back Office, (2) WAN connections to/from Access Points, and (3) the NAN, exclusive of eBridges.

“AMI Traffic” means (a) communications between and among the UIQ System and Access Points, Relays and Endpoints associated with routine network management and diagnostic functions; and (b) data and communications flowing between the UIQ System and Endpoints through Itron radio frequency (“RF”) mesh network, provided that the same are related to meter reading, meter configuration, meter maintenance, meter status, and remote disconnect switch operation or status.

“Backhaul” means the WAN between the Access Points and the Itron data center (e.g., cellular 3G networks, broadband over power line (“BPL”), Wi-Fi, fibermux over Ethernet, etc.).

“Back Office” means and includes the UIQ System.

“Business Day” means weekdays excluding Itron holidays as Itron will specify annually in advance.

“Change Management Process” means the process that Anixter and Itron use to obtain approvals in order to apply Updates to the AMI System. Anixter reserves the right to modify this process as needed with prior notice to NBU.

“Communication Module” means Itron’s network interface card (sometimes also referred to a “NIC”), that is installed in Equipment and meters.

“Communication Tester” means Itron's software tool for testing and analyzing the RF network.

“Enhanced Field Network Design” means a design created by Itron that identifies the number and proposed locations of Access Points and Relays that will be required for the deployment area, based on the number, density, and coverage area of Endpoints, RF Mesh bandwidth requirements, and acceptance criteria. The Field Network Design is dependent upon the detailed information that NBU provides under this SOW and the quantities of devices specified therein may be modified during Network Optimization.

“Endpoints” means and includes Integrated Meters, Gas IMUs, Water IMUs, and any other device that the Parties agree in writing is an Endpoint.

“Equipment” means all Itron hardware and related accessories Anixter provides to NBU under the Agreement. Unless otherwise expressly designated as Equipment, Equipment does not include stand-alone third party hardware.

“Fees” means all amounts payable to Anixter by NBU under this SOW as shown in Exhibit A of the Agreement.

“Field Service Unit (FSU)” means a 900MHz Frequency Hopping Spread Spectrum (“FHSS”) radio provided by Itron that works with a laptop or handheld computer to provide field service personnel the ability to wirelessly interrogate Itron’s radio communication network devices.

“Final Field Network Design” means the document that will be provided to NBU after all activities of Network Optimization, including the installation of any additional Access Points, Relays, or MicroAPs deemed necessary by that activity, which describes the design, size, capacity and configuration of the NAN, and the number and location of Access Points, Relays, and MicroAPs.

“Firmware” means the object code version of Itron proprietary software that is embedded in Equipment.

“Firmware Support Services” means the maintenance and support services for Firmware, as described in this SOW that Itron provides upon payment of applicable Fees.

“Fronthaul” means the connection between NBU's data center or corporate network and the Back Office, which enables (1) NBU's staff to access the UIQ System's user interface and (2) communications between NBU's backend systems (e.g. MDMS) and the UIQ System. Fronthaul connectivity can be established via Virtual Private Network (“VPN”), dedicated telecommunications circuit, Multiprotocol Label Switching (“MPLS”) circuit or other mutually agreed transport.

“IMU” means Internal Measuring Unit and refers to products that are attached to water meters to measure flow and other parameters. In the case of products delivered under this SOW, the products contain 900 MHz radios that communicate on the Itron mesh network

“Incident” means an event that is not a standard operation and causes or may cause a disruption to or reduction in the quality of a Service, system or NBU productivity.

“Incident Management Process” means the process that Itron uses to respond to Incidents as they are reported by NBU. Anixter reserve the right to modify this process as needed.

“Instance” means a copy of UIQ installed on an Itron server.

“Integrated Meter” means an electricity metering endpoint into which the Communication Module has been integrated in accordance with applicable specifications.

“IP” means Internet Protocol.

“Maintenance Window” is defined in Task 5.2.

“Major Release” means a new release of Software supported by Itron that adds features and functionality improving overall product performance, efficiency and usability. Major Releases are denoted by a change in the digit number of the release to the left of the decimal point (e.g., 1.5 to 2.0).

“Meter Data Management System (MDMS)” means a meter data management system provided by NBU.

“MicroAP” A Communications Module that includes a cellular modem that can be configured to act as a self-contained Access Point (AP). This is especially useful to connect isolated or hard-to-hear devices.

“Micromesh™ technology” The Itron technology used when a WAN-enabled Communications Module connects to nearby grid devices via an RF mesh and acts as their take-out point for the WAN. This option allows utilities to adapt the number of cellular connections needed based on such factors as topography, coverage, density, bandwidth requirements, and the pace of deployment.

“Minor Release” means a new Software release supported by Itron that impacts overall product performance, efficiency and usability. Minor Releases are denoted by a change to the tenths decimal number of the release (e.g., 1.5 to 1.6).

“NAN” or **“Neighborhood Area Network”** means and includes Endpoints, Relays, Access Points and the wireless mesh network established as a result of such devices running UIQ.

“NOC” means Itron's network operations center.

“Optimization” or **“Network Optimization”** means the procedure by which the field network design, Equipment configuration and implementation have been validated for the Endpoint locations installed under this SOW (which will be roughly the same as those listed by NBU pursuant to Task 2.1.2.1) by performing active and passive tests to (1) identify Endpoints / service points for which performance and data return redundancy meets the design specifications upon which the Parties have agreed (such Endpoints / service points would be considered “Optimized”), and (2) identify Endpoints / service points that do not meet such specifications so that they will be managed subsequent to Optimization. Optimization will be executed in a given area of the service territory (i.e., the *area* will be “Optimized”) after initial Endpoint installation exceeds 95% complete in such area and all Access Points and Relays required by the Enhanced Field Network Design for the area have been installed and validated. Optimization may result in the placement of additional, or relocation of existing, Relays and Access Points in the area, to yield the Final Field Network Design. Optimization was previously conducted at NBU under a separate SOW: Exhibit C to the Automated Metering Infrastructure Agreement between Anixter (Formerly HD Supply Power Solutions, Ltd.) and NBU dated June 25, 2015, as amended.

“Optimization Area” means the deployment area specified during Network Optimization.

“Parties” or **“Party”** means Anixter and NBU, as applicable.

“Patch Release” means a Software release that provides Error fixes, and is denoted by a change to the hundredths decimal number of the release (e.g., 1.5.2 to 1.5.3).

“Preventive Maintenance” means activities performed by Itron that are necessary or desirable for the continuous provision of Solution Services at their stated Service Levels, including, but not limited to, those activities that require the temporary cessation of one or more Solution Services.

“Project Manager” means the person each Party appoints to handle the day-to-day management of the Parties’ respective Project responsibilities.

“Provisioned” means an Endpoint that is located in an area of the NAN and which is in any of the following operational states within the UIQ System: “active,” “inactive,” or “disconnected,” and which has been Optimized, but which is not: (1) in a “discovered,” “installed,” “initializing,” “unreachable” or “init_failed” state; or (2) considered to be in the process of being deployed.

“Relay” means Itron’s wireless receiver that routes and forwards information through the Itron mesh network.

“RF” means radio frequency.

“Secure FSU – (Secure Field Service Unit)” means a 900MHz Frequency Hopping Spread Spectrum (“FHSS”) radio manufactured by Itron that works with a laptop or handheld computer to provide field service personnel the ability to wirelessly interrogate Itron’s radio communication network devices.

“Service Level” means the measurement of the performance of UIQ or Services, as applicable, and is generally expressed as a percentage of a goal (e.g., the percentage of the time a network or system is operative or successful transactions are processed).

“Service Point” means a location where an Endpoint will be installed

“Services” means Project Management Services, Solution Services and Software Support Services.

“SLAs” means service level agreements.

“Software” means the software applications that enable the functionality delivered by the service

“Software Support Services” means the services that Itron provides upon payment of applicable Fees as further described in Exhibit A of the Agreement.

“Solution Services” means Itron’s deployment and network management services for the UIQ System and the NAN.

“SOW Effective Date” means the date when this SOW becomes effective, which is the last signature date on the signature page of this SOW after all Parties have signed.

“Specifications” means the technical specifications for the Product upon which the Parties mutually agree in writing.

“System Change” means any change or modification to any infrastructure components of the UIQ System and the NAN.

“UIQ System” or **“UIQ System”** means Itron’s head end system, including without limitation, (1) Servers, Software and the following network and application components: (routers terminating IPSEC/RFC2893 tunnels; (2) VPN tunnel (or other circuit) connecting NBU to a UIQ environment; and (3) a data center infrastructure (including network, power and facilities).

“Update(s)” means a new release of Software supported by Itron that either (1) adds features and functionality improving overall product performance, efficiency and usability (a “Major Release”), or (2) impacts overall product performance, efficiency and usability (a “Minor Release”), or (3) provides Error fixes (a “Patch Release”). Updates do not include stand-alone, plug-in or add-on software products or modules licensed separately that contain new features and functionality for which Itron charges separate license and Software Support Services fees.

“UtilityIQ Software”, “UtilityIQ” or **“UIQ”** means the object code version of Itron’s UtilityIQ® software. The UIQ modules must be licensed individually.

“VPN” means a Virtual Private Network, which is a secure LAN-to-LAN tunnel based on the IPsec protocol, used to connect NBU corporate locations to the Itron data centers hosting the UtilityIQ system.

“WAN” means a Wide Area Network, which is the network supporting communications between the Access Points and the UIQ System.

“Water IMU” means Itron’s water interface management unit.

SaaS – Terms of Service

Software as a Service. Itron hereby grants Customer a non-exclusive, non-transferable, non-assignable, limited right to access and use the software and third party applications identified in Table 1 of Attachment 2 for the period set forth in the Agreement, subject to Customer’s compliance with the SaaS terms of service set forth in Attachment 2.

Services

For the deployment of the AMI Project, NBU will purchase from Anixter, for the Fees specified in Exhibit A of the Agreement, the Services outlined in this SOW. The Parties will perform the respective tasks described below.

Task 1 - Account Management

1.1. Account Management

- 1.1.1. **Anixter Responsibilities.** Anixter, through its Account Manager, will manage the materials and services provided to NBU for their AMI System under this SOW, at the prices and additional terms specified in Attachment 1 including:
 - a. Coordination of ordering and delivery of Itron's deliverables to NBU.
 - b. Answering general questions and providing overall program facilitation.
- 1.1.2. **Itron Responsibilities.** Itron will provide assistance to Anixter and NBU to enable delivery of the Itron Equipment and Services described herein. This work will include:
 - a. Assistance in obtaining answers to technical questions from NBU.
- 1.1.3. **NBU Responsibilities.** NBU shall perform each of the following tasks:
 - a. Designate a single point of contact for all NBU activities related to AMI Project.
 - b. NBU's Project Manager will work to create efficient paths of communication between the parties, including prioritizing communication requests made to the Anixter and the Itron team.
 - c. The NBU Project Manager shall be responsible to ensure that NBU personnel execute and deliver tasks assigned as part of project planning.
 - d. Assistance in obtaining answers to technical questions from Anixter.

Task 2 - Field Network Deployment

2.1. Field Network Installation.

- 2.1.1. The NBU Field Network has been previously deployed under a previous SOW: Exhibit C to the Automated Metering Infrastructure Agreement between Anixter (Formerly HD Supply Power Solutions, Ltd.) and NBU dated June 25, 2015, as amended.
- 2.1.2. **NBU Responsibilities.** NBU shall perform each of the following tasks.
 - 2.1.2.1. Use an electronic work order system that collects barcode data and x, y coordinates for each location where the Integrated Meter, water modules, Access Points, Relays, and MicroAPs are installed.
 - 2.1.2.2. Perform all field investigations and remediation of Networked Devices (To include Integrated Meters, water modules, Access Points, Relays, and MicroAPs).
 - 2.1.2.3. Load device information files for meters, water modules, Access Points, Relays, and MicroAPs into UIQ.
 - 2.1.2.4. Create and load into UIQ, the location information for installed Integrated Meters, water modules, Access Points, Relays, and MicroAPs including those that are relocated or replaced after initial installation. This location information will contain the data and must be in a format consistent with Itron's specifications (file load or via system to system integration).
 - 2.1.2.5. Complete all tasks necessary to inventory and warehouse all Equipment.
 - 2.1.2.6. Replace any failed Access Points or Relays identified by installation troubleshooting procedures.
 - 2.1.2.7. Compile as-built data for Access Points, Relays, and MicroAPs, that includes pertinent information about the location of each device, including but not limited to GPS coordinates, AC power source, device height, inventory control information for the object to which the Access Point or Relay will

be attached (e.g., inventory control tag on a utility pole, transformer tag on a pad-mount transformer, asset tag for a street light or pole belonging to an entity other than NBU, etc.), and any other relevant site-specific information. GPS Latitude and Longitude coordinates must not be truncated to fewer than 5 places after the decimal point; for example 37.46668 rather than 37.466.

- 2.1.2.8. Provide any 'make-ready' components and consumable supplies needed for completion of the mutually approved installation (e.g., transformers, arms, miscellaneous wire and raceways, wiring connectors for secondary voltage connections on utility poles, and through bolts, lag screws, and/or stainless steel banding to mount RF pole-top devices to wood or metal poles)

Task 3 - Application Deployment

3.1. UIQ Deployment

- 3.1.1. The NBU UIQ Instance has been previously deployed under a separate SOW: Exhibit C to the Automated Metering Infrastructure Agreement between Anixter (Formerly HD Supply Power Solutions, Ltd.) and NBU dated June 25, 2015, as amended. Itron has provided the server, database, storage and application deployment services for the environments listed in Table 1 of Attachment 2, and related Back Office network circuits and components.

- 3.1.1.1. NBU may, for an additional fee, choose to engage Itron for a more comprehensive integration consulting assignment. The scope of such an engagement may be determined based on the output of the workshops proposed above. Typical deliverables of such an engagement include:

- a. Working sessions with NBU and/or its third-party system integrators to get a more detailed understanding of its specific business requirements and use cases, to assist in building out requirements for the integration.
- b. Working sessions to introduce/review web services and/or data exchanges specific to customer business requirements.
- c. High level design document, which will include identifying the major systems in scope, system interaction diagrams, integration use cases, data flows and formats, and any project assumptions.
- d. Guidance for NBU in configuring UIQ to support integration requirements identified in high level design document.
- e. UIQ troubleshooting assistance during integration development and testing.
- f. Review of integration/system performance test results.
- g. On site or remote assistance, i.e. access to, an Itron integration consultant for a specified period of time.
- h. Please note that the actual system integration design, implementation and testing will be performed by NBU or by its systems integrator as specified in an amendment to be negotiated by the parties if NBU elects to obtain these services. Itron provides subject matter expertise in the operation of and integration with UtilityIQ.

Task 4 - UIQ User Training

- 4.1.1. Additional training can be requested for additional fees to be provided at the time of request.

Task 5 - Ongoing Maintenance and Management

5.1. Software Support.

5.1.1. Terms for the Software Support that Itron will provide are in Attachment 4.

5.2. Application Hosting and Management

5.2.1. **General.** Itron will administer and monitor the Server, database and storage for the UIQ environments listed in Table 1 of Attachment 2, and related Back Office network circuits and components. Itron will monitor the UIQ System 24x7 remotely from its NOC. When an Incident triggers an alert, Itron will communicate with NBU as set forth in Attachment 4, track the incident, troubleshoot the problem, and escalate to Itron subject matter experts or third party vendors as needed, pursuant to the agreed Incident management process. NBU will cooperate with reasonable requests that Itron makes as part of its efforts to respond to Incidents.

5.2.1.1. **Reports.** UIQ includes built-in reports regarding the health of the NAN and performance of meter reads and event activities.

5.2.1.2. **System Changes.** For any planned or urgent System Change related to any aspect of the Back Office, Itron will follow the established change management process that coincides with NBU's Change Management Policy and implement the change during a Maintenance Window as described below, or as the Parties otherwise agree.

5.2.2. **NBU Duty to Alert Itron of Expected or Current Downtime.** NBU will promptly notify Itron Customer Support by telephone if NBU experiences any downtime of or material performance degradation in, or if NBU plans any downtime of, any NBU system, component or function that UIQ depends upon or communicates with ("**UtilityIQ-Related Assets of NBU**").

5.2.3. **Maintenance by Itron; Back Office Maintenance Windows.** In accordance with the established change management procedures that coincide with NBU's Change Management Policy, Itron will perform maintenance on Back Office hardware and software during one maintenance window ("**Maintenance Window**") per week, at a regularly scheduled time and lasting four (4) hours unless otherwise agreed. The Maintenance Window will always be available, but may not always be used. Unless mutually agreed, and for additional fees, all Maintenance Window will take place on a weekday after NBU's local business hours. Annually, Itron will publish its standard maintenance window schedule and, if necessary, work with NBU to align their maintenance window.

5.2.3.1. **Updates.** Itron will provide and install, if applicable, Updates in accordance with Attachment 4.

5.2.4. **Capacity Management.** Before introducing any non-AMI Traffic into the NAN and/or WAN, NBU and Itron will determine whether non-AMI Traffic will impact the available capacity of the NAN and WAN and to plan for any such introduction to avoid interference with the timely performance of meter reads and other AMI functions. This analysis will provide a summary capacity assessment of which Access Points are overloaded if any. As part of this analysis, the Parties will determine whether additional Access Points or Relays are required or current Access Points and Relays must be relocated, all of which will be at NBU's expense. If a more detailed analysis is required, the parties agree to work to a mutually agreeable scope and services for the same.

5.2.5. **Fronthaul Connectivity.** For VPN-based connectivity, each Party will pay its expenses associated with Internet connectivity at its location, and will provide ongoing monitoring and management of the VPN termination equipment. Any additional VPN connection or dedicated telecommunications circuit(s) that

NBU may require for the Fronthaul connectivity can be configured or installed and maintained at NBU's additional expense.

- 5.2.6. **Backups and Restoration of Data.** Each Business Day, Itron will conduct daily backups of application configuration files and Generated Data. These backups are for operational purposes only and are not a disaster recovery solution or a solution to be used by NBU for testing or analysis purposes.

5.3. Field Network and WAN Backhaul Monitoring and Management

- 5.3.1. **General.** Itron will remotely monitor from its NOC the Access Points, Relays and WAN Backhaul circuit 24x7. When an Incident triggers an alert, Itron will communicate with NBU as set forth in Attachment 4, track the incident, troubleshoot the problem, and escalate to Itron subject matter experts or third-party vendors as needed, pursuant to the agreed incident management process. NBU will cooperate with reasonable requests that Itron makes as part of its efforts to respond to Incidents.

5.3.1.1. Itron Responsibilities.

- a. **Reports.** UIQ will provide built-in reports regarding the health and performance of Access Points and Relays.
- b. **System Changes.** For any planned or urgent System Change related to any aspect of monitoring and management of the NAN or WAN backhaul described in this Task 5, Itron will follow the established change management process that coincides with NBU's Change Management Policy. Such change will be implemented during a Maintenance Window, or as the Parties otherwise agree.

- 5.3.1.2. **NBU Responsibilities.** NBU will cooperate with reasonable requests that Itron makes as part of its efforts to respond to incidents.

5.3.2. Remote vs. In-Field Actions.

5.3.2.1. Itron Responsibilities.

- a. Itron will perform its administration, monitoring and investigations remotely, from its NOC.
- b. At NBU's request and assuming that Itron's remote assistance is unable to resolve a problem, Itron resources can be made available on-site at NBU's facilities or in the field as mutually scheduled for an additional fee.

5.3.2.2. NBU Responsibilities.

- a. NBU will perform all in-field investigations of the NAN.
- b. **Equipment Replacement.** After in-field investigation or upon Itron's reasonable recommendation, NBU will promptly remove Equipment experiencing problems and promptly replace such Equipment using the inventory of spare Equipment Itron recommends in the Equipment section of this SOW. NBU will communicate promptly with Itron Customer Support when any such Equipment is removed or replaced. NBU will seek the replacement of all uninstalled Equipment using Itron's then-current RMA process.
- c. NBU will maintain in UIQ the current location information for all devices, including latitude, longitude, and the street address, and the current administrative state of such devices in UIQ (e.g., "maintenance", "retired", etc.).

- 5.3.3. **Endpoint and MicroAP Support.** NBU will be responsible for monitoring and resolving single Endpoint and MicroAP issues, including but not limited to performing in-field troubleshooting of all post-

- installation problems with Endpoints and MicroAPs. Itron will initiate investigation (remotely) of any Incidents involving Endpoints and MicroAPs that fail to initialize and Endpoints that transition to the “unreachable” state within the Production environment that are caused by a systemic problem (architectural, engineering, software, product design, etc.). Itron will liaise with NBU as necessary.
- 5.3.4. **Access Points and Relays.** Itron will manage the configuration, updates, monitoring and remote troubleshooting of Access Points and Relays for the production environment.
- 5.3.5. **WAN.** NBU will pay for the services of the WAN provider(s) for Access Point to WAN connectivity and the WAN backhaul circuit. If reasonably requested by Itron or as the Parties otherwise agree, NBU will work directly with the WAN provider(s) to investigate and resolve WAN service incidents.
- 5.3.6. **WAN Backhaul Circuit.** Each Party will pay its respective expenses associated with Internet connectivity at its location. NBU will maintain and pay for a VPN connection from the WAN backhaul provider. As part of its monitoring of the WAN Backhaul circuit pursuant to Task 5.3.1, Itron will provide ongoing monitoring and management of the VPN termination equipment. If NBU chooses to establish and employ a dedicated telecommunications circuit for WAN backhaul connectivity in lieu of or in addition to a VPN, NBU will maintain that connection at NBU’s expense and Itron will monitor that connection.
- 5.3.7. **Firmware Maintenance.** Itron will install Firmware Updates to the Communications Modules in Equipment, as a planned System Change, using a process that coincides with NBU’s Change Management Policy. Equipment receiving a Firmware Update will be unavailable for a few minutes during the final step of the update process. For clarity, installation of meter firmware updates is not included in this SOW, but can be performed under a separate SOW.

General Assumptions

- A. NBU will continually work with Anixter to make all processes as efficient as commercially reasonable.
- B. All Itron hardware, software and support services to which the Agreement is applicable shall be purchased through Anixter unless agreed upon in writing by Anixter.
- C. Unless otherwise stated, Itron team members other than Customer Support staff will be available during normal local business hours for that specific resource.
- D. This SOW covers support of NBU’s AMI System only. Support for planning or deployment beyond basic AMI will be covered under a separate SOW if applicable.

Attachment 2 to SOW
Software Licensed under the SOW (separate EULA between Itron and NBU)

Note: The below environments have been previously commissioned under a separate SOW: Exhibit C to the Automated Metering Infrastructure Agreement between Anixter (Formerly HD Supply Power Solutions, Ltd.) and NBU dated June 25, 2015, as amended, and are being maintained for an additional term under this SOW.

The following Software Products/modules and operating environments are licensed to NBU under the terms of the Agreement.

Software Tools: X Communication Tester

Environments: The Parties will check the cell in Table 1 below for each environment where Itron will install a particular Software Product/module.

Table 1: Basic Setup Information for Each UIQ Environment

	<u>Software Products</u>					Integ'd Meters	Water IMUs	Availability requested by (N wks after E.D. ¹)	Env't / Solution Service Term ²
	AMM	FWU	MPC	NC	ODS				
Production ³	✓	✓	✓	✓	✓	80,000	80,000		
Test	✓	✓	✓	✓	✓	500	500		

Note A:

- ¹ E.D. = SOW Effective Date. Numbers shown reflect the time Itron requires to set up environments, since work will only start after this SOW's execution.
- ² Solution Services begin upon the availability of the environment, and may be renewed or terminated at the end of the term noted (see next section for fuller description).
- ³ For the Production environment, the Parties will complete the table at right:

	Residential	C & I
Endpoints (%):		
Interval Size (Minutes):	15	15
Number of days of online data retention (disk) stored in the UIQ database:	45	

SaaS. Itron will grant Customer a non-exclusive, non-transferable, non-assignable, limited right to access and use the software and third party applications identified in Table 1 of Attachment 2 for the period set forth therein, subject to Customer's compliance with the following terms of service:

- (i) Customer shall not knowingly distribute, download, or place on any Itron website or server, 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 law, statute, ordinance or regulation; (c) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (d) is obscene, pornographic or indecent; or (e) contains any viruses, trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. Itron reserves the right to remove any such content without prior notice to Customer. To the maximum extent permitted by law, Customer shall indemnify Itron from and for any claims, liabilities, losses, causes of action, damages, settlements, and costs and expenses (including, without limitation reasonable attorneys' fees and court costs) arising from any third party claims related to or generated by such content.
- (ii) Customer represents that (a) it has the legal right and authority to grant Itron access to view, store and use Customer's data to provide SaaS and related services, (b) Itron's transmission, use and storage of any such data in accordance with this agreement will not violate any

applicable laws or regulations, and (c) Customer has implemented all reasonable security protocols for Customer's and its suppliers' systems, software and hosting. To the maximum extent permitted by law, Customer shall indemnify Itron from and for any claims, liabilities, losses, causes of action, damages, judgments, penalties, settlements, costs and expenses (including, without limitation reasonable attorneys' fees and court costs) arising from any claim that any permissible access, use, or transmission of such data by Itron was unlawful or not authorized.

Term of Solution Services (SaaS). An environment will be deemed available when NBU confirms application reachability and access/authorization functionality for an environment listed in Table 1. Upon such availability, Itron will begin providing SaaS for that environment for the term listed in Table 1 and, consistent with Attachment 1 and the Agreement, Anixter will commence invoicing the monthly SaaS fees.

For each environment, the date listed for availability in Table 1 is a target, and the Parties will work cooperatively to finalize the date with reasonable notice. Upon the expiration of the term for these services, the services shall renew at Itron's then-current rates, unless NBU has provided at least ninety (90) days' notice prior to such expiration of its intent not to renew the Solution Services or according to Section 19 or 20 of the Agreement to which this Attachment is affixed.

If NBU intends for an environment to be temporary, the termination date in Table 1 is noted as an estimate, and the Parties will work cooperatively to finalize the date reasonably in advance.

Itron reserves the right to reassign relevant staffing upon termination or expiration of Managed Services for any environment(s).

Attachment 3 to SOW

Service Levels and Service Level Credits

1. **SLA Concept.** Each Service Level and specific credits identified are derived directly from the formulated level of effort of the executed Itron network design and resulting quantities of Network Devices identified. Any approach that changes or alters the Service Levels as defined require an associated refresh of Network Design effort with consideration given to resulting/additional Network Devices included in deal pricing details.

2. **SLA Triggers.** Each Service Level listed below will start to be enforceable, and to be reported on, upon the satisfaction of the condition noted below (each "Service Level Trigger").
 - 2.1. **Meter Read Data.** The Service Level Trigger for Service Levels related to Meter Read Data is the Optimization of Endpoints within a given Optimization Area. As each additional Area is Optimized, Itron will identify the Endpoints that are Optimized, and such Endpoints will be added to the set of Provisioned Endpoints subject to the Service Levels.
 - 2.1.1. **Integrated Meters (electric).** For newly available data on the Communication Module, the UIQ System will gather and process **Anchor Reads** and Interval Reads from Provisioned Integrated Meters from at least ninety-nine point five percent. (99.5%) of Anchor Reads captured at midnight and of Interval Reads captured each day, by 10:00am local time the next day.
 - 2.1.2. **Water Meters.** For newly available data on the Communication Module, the UIQ system will gather, and process **Anchor Reads** and Interval Reads from Provisioned Water Meters from at least ninety-six percent (96.0%) of Anchor Reads captured at midnight and of Interval Reads captured each day, by 23:59 local time the next day. The water only areas (approximately 5,900 meters) are excluded from SLA consideration.
 - 2.2. **SLA Credits for Failure to Deliver Meter Read Data.** If Itron fails to meet Provisioned Integrated Endpoint read data Service Levels described in Section 2 above, the Service Level credits specified in Table 2.1.1 will apply. The Service Level Credits apply to the monthly recurring fees associated with the Production UIQ Environment.

Table 2.1.1 - Credits for Failure to Deliver Meter Read Data at the Specified Service Levels	
No. of Daily Failures in the Applicable Month	Service Level Credit (% of monthly recurring fees for the PROD environment)
1 – 5	0%
6 – 10	4%
11-15	10%
16 – 20	25%
21 +	50%

3. **On Demand Requests.** The Service Level Trigger for Service Levels related to **On Demand Performance** is the Optimization of Integrated Meters within a given Optimization Area. As each additional Area is Optimized, Itron will identify the Integrated Meters that are Optimized, and such Integrated Meters will be added to the set of Integrated Meters subject to the Service Levels.

- 3.1. On-Demand Performance.** The UIQ System will successfully execute at least ninety-eight percent (98.0%) of all (a) on-demand read, (b) on-demand remote connect and (c) on-demand remote disconnect requests made by NBU for Provisioned Integrated Meters which are actively communicating. An on-demand request is a single transaction to a single Integrated Meter, initiated by a single user of the UIQ system. An on-demand read request does not include batch-read jobs targeted at multiple Integrated Meters (e.g. "read all unread meters"). For the purposes of calculating this Service Level, multiple attempts to connect with a single device within a twenty-four (24) hour period will count as one failed attempt; on-demand read requests (single or batch) targeted at an Integrated Meter which was not read in the previous 24 hours will be excluded; and on-demand read jobs initiated by system-level accounts ("root" and "UIQ") will be excluded.
- 3.2. SLA Credits for Failure to Deliver On-Demand Performance.** If Itron fails to meet the on-demand request Service Levels, the Service Level credits specified in Table 3.2 will apply. The Service Level Credits apply to the monthly recurring fees associated with the Production UIQ Environment.

Table 3.2 – Credits for Failure to Meet On-Demand Meter Read Requests	
% of On-Demand Meter Read Requests Successfully Executed in the Applicable Month	Service Level Credit* (% of quarterly recurring fees)
≥98.0% and 100.0%	0%
≥95.0% and <98.0%	5%
≥90.0% and <95.0%	20%
≤90.0%	50%
<i>*Service Level credits will apply only if there is a minimum of 500 on-demand meter read requests in the applicable month.</i>	

Note: On-demand requests conducted for outage monitoring purposes or utilizing field tools are not covered by this SLA.

- 3.3. On-Demand Remote Connect and Disconnect Requests (electric meters only).** The UIQ System will successfully execute at least ninety-eight percent (98.0%) of all on-demand Remote Connect requests made to Provisioned Integrated Endpoint.
- SLA Credits for Failure to Deliver On-Demand Remote Connect and Disconnect Requests.** Provided that the minimum number of on-demand remote connect and disconnect requests has been met as shown in Table 3.2 below, if Vendor and its sub-contractors fails to meet the on-demand Service Level, the Service Level credits specified in Table 3.2 will apply.

Table 3.2 – Credits for Failure to Meet On-Demand Remote Connect and Disconnect Requests Service Levels	
% of On-demand Remote Connect Requests Successfully Executed in the Applicable Month	Service Level Credit* (% of quarterly recurring fees)
≥98.0% and 100.0%	0%
≥95.0% and <98.0%	5%
≥90.0% and <95.0%	20%
≤90.0%	50%

Table 3.2 – Credits for Failure to Meet On-Demand Remote Connect and Disconnect Requests Service Levels	
% of On-demand Remote Connect Requests Successfully Executed in the Applicable Month	Service Level Credit* (% of quarterly recurring fees)
<i>*Service Level credits will apply only if there is a minimum of 500 on-demand remote connect requests in the applicable month.</i>	

4. **UIQ Availability Service Level.** The Service Level Trigger for the Service Level related to UIQ Availability is the confirmation that NBU can access and log into the Production UIQ environment.

4.1. **Availability.** The UIQ application will be available to and accessible by NBU and functioning normally ninety-nine-point five percent (99.5%) of the time via (a) a web browser client and (b) web services interface. A determination of availability will be based on 24x7 accessibility (less actually used time for Preventive Maintenance). This metric will be measured by simulating a login to the UIQ application with valid username/password, looking for a timestamp on the homepage and validating it against the current time. This measures the availability of the hosted environment by exercising all three tiers of the application (i.e., “UI”, “Middle Tier”, and “Database”). NBU will not be entitled to Service Level credits for failure to meet the foregoing target to the extent this measurement is affected by NBU’s VPN connection. NBU will be entitled to Service Level credits for Itron failure to meet the foregoing target for the production environment only, according to Table 4.1.

Table 4.1 – Credits for Failure to Meet the Availability Service Level (Production Environments Only)	
Monthly Availability Performance	Service Level Credit (% of monthly recurring fees for the PROD environment)
≥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%	50%

5. **Service Level Monitoring and Management.**

5.1. **Service Level Targets.** Itron will provide Service Level credits to NBU if Itron fails to meet the Service Levels specified in this Exhibit. If Itron fails to meet more than one Service Level in a single measurement period, the sum of the corresponding Service Level credits will be credited to NBU; provided however that in no event will the total amount of Service Level credits in a single month exceed fifty percent (50%) of the total monthly recurring charges for the Solution Services. Notwithstanding the foregoing, if a single event gives rise to a Service Level credit as measured by more than one Service Level metric, NBU will be entitled only to the highest applicable Service Level credit attributable to that event across all of those metrics. EXCEPT AS EXPRESSLY PROVIDED IN THIS SOW, THE SERVICE LEVEL CREDITS SPECIFIED IN THIS SOW WILL BE NBU’S SOLE AND EXCLUSIVE REMEDY FOR ITRON’S FAILURE TO MEET THE SERVICE LEVEL COMMITMENTS SPECIFIED IN THIS SOW; PROVIDED, HOWEVER, THE ISSUANCE OF A SERVICE

LEVEL CREDIT SHALL NOT AFFECT NBU'S RIGHT TO TAKE ACTION OR SEEK DAMAGES FOR ADDITIONAL MATTERS UNRELATED TO ITRON'S FAILURE TO MEET SUCH SERVICE LEVEL COMMITMENTS OR TO TERMINATE THE AGREEMENT DUE TO ITRON'S REPEATED FAILURE TO MEET SUCH SERVICE LEVEL COMMITMENTS, PROVIDED SUCH REPEATED FAILURE CONSTITUTES A MATERIAL BREACH OF THE AGREEMENT.

5.2. Reporting. Itron will measure and report Service Levels on a monthly basis, each calendar month, starting with the Service Level Triggers defined in this Exhibit. That report will list performance against all Service Levels in the prior month and an estimate of any Service Level credits that may apply. Following each such report, the Parties will discuss such performance and the extent to which the estimated Service Level credits either are appropriate or should be modified due to circumstances not captured by the reporting methodology. Upon agreement concerning the Service Level credits due, such credits will be applied against Itron's charges for the second month following the month in which the credits were incurred.

5.3. Exclusions.

5.3.1. Maintenance Windows and System Changes. Service Level credits will not apply during (i) any Maintenance Window that is used and is the source of the performance failure causing the Service Level credit, (ii) an urgent System Change that occurs at a time when the UIQ System is otherwise operational, or (iii) the Installation of Firmware and for seventy-two (72) hours thereafter as the NAN returns to normal operating ranges.

5.3.2. Failures. Itron will not be liable for failure to meet applicable Service Levels to the extent any such failure is attributable to any one or more of the following causes:

- 5.3.2.1. An act or omission of NBU or third parties (other than Itron's contractors, subcontractors or suppliers), including security incidents caused by such act or omission provided that Itron has reasonably performed its responsibilities under this SOW;
- 5.3.2.2. NBU's delay in performing tasks designated as its responsibility in the Agreement, this SOW or other relevant SOWs, including without limitation a delay in removal and replacement of Equipment;
- 5.3.2.3. Failure resulting from (i) Endpoints that have not been Optimized to reach the NAN, (ii) failures of the WAN backhaul, or (iii) failures in external internet, VPN, or leased line connectivity;
- 5.3.2.4. Any failure of a non-redundant Admin Link that prevents Itron from monitoring and managing the UIQ System and the NAN;
- 5.3.2.5. A Force Majeure event affecting connectivity to Endpoints;
- 5.3.2.6. Any and all third-party hardware and/or software failures not directly caused by Itron;
- 5.3.2.7. *[If not obtaining Disaster Recovery:]* A Force Majeure event affecting a single data center, with the exclusion terminating upon resumption of service;
- 5.3.2.8. *[If not obtaining Disaster Recovery:]* During an event not caused by Force Majeure and not within the control of Itron that disables the Production data center, the total amount of time exceeding one (1) day that the UIQ System is down until resumption of service;

- 5.3.2.9. Following any resumption of service after an extended outage of the UIQ System exceeding 24 hours for any reason, a mutually agreed period of no less than twenty-four (24) hours after the resumption of service (both to allow the system to return to normal operating ranges and to collect any data stored on Endpoints in the field;
 - 5.3.2.10. Any On-Demand Read requests targeted at an Integrated Meter which was not read in the previous 24 hour period;
 - 5.3.2.11. Any equipment that is out of warranty or not covered by a Firmware maintenance agreement;
 - 5.3.2.12. Any equipment or software that Customer has not upgraded to Itron's guidance;
 - 5.3.2.13. Any failure that Itron determines is attributable to a Itron product defect and for which Itron is obligated to remedy under this SOW or the Agreement; or
 - 5.3.2.14. Any other cause to which the Parties mutually agree in writing.
- 5.3.3. Inconclusive Analyses.** Itron will conduct root cause analysis of Service Level failures to the extent that such analysis can be conducted remotely and do not require a field visit. If a field visit is required, then NBU will perform the work under reasonable direction from Itron. If Itron analysis is inconclusive or the Parties agree that circumstances outside Itron's control caused the Service Level failure (e.g., known or expected unreachable Endpoint patterns in a given area), NBU will not be entitled to a Service Level credit.

Attachment 4 to SOW

Maintenance and Support Services Addendum

1. Relationship to the Agreement.

This Maintenance and Support Services Addendum (the "Addendum") is governed by the Agreement and applicable Order Documents.

2. Additional Definitions.

The following defined terms are in addition to those defined in the Agreement:

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: "Product Contact Information Sheet", "After Hours Support", "Itron Equipment Repair Center Locations", and "Working Effectively with Itron Global Services". Copies of the Client Services Guidelines Documents may be obtained by calling (877) 487-6602 or such other number or process provided by Itron to Customer.

Covered Equipment means Itron equipment identified as "Covered Equipment" in an Order Document.

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 as "Covered Software" in an Order Document.

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	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 (1) validation of Software-as-a-Service implementation by Itron pursuant to the applicable Statement of Work, or (2) sixty (60) days after completing application system setup
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 year beginning on the Effective Date or any anniversary thereof.

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

Third Party Covered Products means third-party equipment and third-party software identified as "Third Party Covered Products" in an Order Document.

3. 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. Unless otherwise agreed by the Parties in accordance with the foregoing sentence, Itron shall have no obligation to provide Maintenance Services with respect to Covered Products for which Itron has discontinued Maintenance Services.

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.

4. Principal Services Contacts.

4.1. Designation by Customer.

Customer shall designate a minimum of one and not more than two 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.

4.2. Training of Principal Services Contacts.

In the event the parties agree training is necessary, the Primary Services Contact 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.

5. Global Support Services & Service Requests.

5.1. 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 Product Contact Information Sheet included within 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.

5.2. Service Request Process.

Customer shall submit Service Requests in the manner required by the Client Services Guidelines Documents and Service Levels. 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. When Customer submits a Service Request, Customer will reasonably assess its urgency according to the appropriate Severity Level in Attachment A-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.

5.3. 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 the fault of Itron.

6. Itron Firmware and Software Maintenance.

6.1. 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 any of the following: (i) on premise software license, and (ii) Software-as-a-Service or SaaS Hybrid subscription for software residing in the Itron cloud.

6.2. 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.

6.3. 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 same level of effort to resolving the Error as is reasonably required of Itron, (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.

6.4. 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 products original specifications, may require additional licensing and support fees and will be made available at Itron's then current rates.

6.5. Software Releases.

6.5.1. 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 be changed by product, at any time in Itron's discretion) is to provide Software Releases using the numbering guideline, "X.X.X.X"

6.5.2. 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.

6.5.3. 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.

6.5.4. 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.

6.5.5. The fourth place, "X.X.X.X", in Itron's numbering convention refers to a "Hot Fix," which is an un-scheduled 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.

6.6. 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 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.

6.7. Support for On Premise Itron Enterprise Edition and OpenWay 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.

6.8. 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.

6.9. 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.

6.10. Support for Unsupported Itron Software and Firmware.

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

6.11. Mandatory Revisions.

Subject to Customer's right to terminate the Agreement, 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.

6.12. 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.

6.13. 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.

6.14. 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 described 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; or (vii) viruses introduced through no fault of Itron.

6.15. 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 managed its Covered Firmware or on-premise software installation as part of ongoing system operation.

6.16. Customer Responsibilities.

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

6.16.1. Service Requests.

Customer will support Itron investigation and restoration efforts as defined in the Service Level table in Attachment A-1 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.

6.16.2. 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 on a confidential basis. Itron shall not be liable for any delay or failure to resolve the problem if access to such Customer data is denied to Itron.

6.16.3. 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.

6.16.4. 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.

6.16.5. 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 consult with Itron prior to making any material changes that may affect the installation or operation of on premise Covered Software.

6.16.6. 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.

6.16.7. 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.

7. Itron Equipment Maintenance.

7.1. Preventive and Corrective Maintenance.

Upon receipt of an item of Covered Equipment, 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.

7.2. 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 Table. Return of Covered Equipment shall be 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 provide the applicable Maintenance Services and 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.

7.3. Exclusions.

Covered Equipment Maintenance Services do not include repairs related to: (i) damage due to 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.

7.4. Estimation 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 reasonably 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 either dispose of the item or return the item of equipment at Customer's expense as specified by Customer.

7.5. 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.

7.6. 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.

8. Fees and Invoicing.

As compensation for the Maintenance Services, Customer shall, in advance, pay to Itron Annual Fees for each Maintenance Billing Cycle in which it receives Maintenance Services. Itron shall invoice Customer for Maintenance Services to be provided during the first Maintenance Billing Cycle as soon as practicable following the Effective Date. For Maintenance Services provided during any subsequent Maintenance Billing Cycle, including Maintenance Services for newly purchased or licensed Covered Products, Itron shall provide Customer with a renewal notice at least 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 for such Covered Product(s) no less than 90 days prior to the commencement of any subsequent Maintenance Billing Cycle or by terminating the Agreement in accordance with the Agreement. Otherwise, approximately 20 days prior to the commencement of each subsequent Maintenance Billing Cycle, Itron shall provide Customer with an invoice for Annual Fees payable by Customer for the forthcoming Maintenance Billing Cycle. Itron may, in its discretion, invoice Customer for Maintenance Services for a Covered Product that is added during any Maintenance Billing Cycle as soon as such Maintenance Services have been added (at a prorated amount) or at the beginning of the next Maintenance Billing Cycle. The Annual Fee for any partial Maintenance Billing Cycle (i.e., for Covered Products with a Maintenance Commencement Date or an increase in the applicable Annual Fees that falls after the beginning of the Maintenance Billing Cycle) shall be prorated based on the applicable M&S Commencement Date or Annual Fee increase date and the remaining number of months Customer is to receive Maintenance Services during such Maintenance Billing Cycle.

9. 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.

10. Survival.

The following sections of this Addendum shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: Section 3 (End of Support), 6.14 (Exclusions), 7.3 (Exclusions), Section 8 (Fees and Invoicing) and 10 (Survival).

Attachment A-1 to Maintenance & Support Services Addendum

– Software Maintenance & Support Service Levels –

Severity Level	Response Times	Effort Level and Restoration	Escalation
<p>Severity Level 1* 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. 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. 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. 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. Itron will update Customer at three (3) hour intervals during each day the Service Request remains unresolved, or as otherwise agreed by the Parties. 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: 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. 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: After 30 minutes: Technical Customer Support Team Lead After 8 hours: Manager, Technical Client Services After 16 hours: Director, Global Support Services After 48 hours: Service Request. Vice President, Services and Delivery After 72 hours: President, Itron</p>

Severity Level	Response Times	Effort Level and Restoration	Escalation
<p>Severity Level 2* Business Impact: Major impact, degraded Operation. 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. 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. 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** Business Impact: Minor Business Impact, 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. 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. While Service Request remains unresolved, Itron will update the Service Request weekly, or as otherwise agreed by the parties. Customer will respond to an Itron inquiry or request within two (2) business days.</p>	<p>Itron will work during normal business hours to: 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 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 Example: 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.