

**Article I. AUTOMATED METERING INFRASTRUCTURE AGREEMENT
MATERIALS**

This Automated Metering Infrastructure Agreement (hereafter "Agreement") is made and entered into this 15th day of November, 2021, by and between:

Anixter Inc., a Delaware corporation, and its affiliates and subsidiaries
(Referred to herein as "Anixter")

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

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

RECITALS

1. 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 Aclara 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 such Aclara electricity meters and the remote disconnection and reconnection of electric service at the featured-enabled electricity meters. Anixter will cause Itron and Aclara to perform the services required to be performed by Itron and Aclara under this agreement.
2. 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.
3. NBU is a 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 distribution system. 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.
4. Anixter represents to NBU, upon which representations the Parties hereto acknowledge that NBU relies in signing this Agreement, that:
 - a) 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
 - b) 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.
5. 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:
 - a. 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

- b. 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.

AGREEMENT

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:

1. Definitions. The definitions contained in Exhibit C1 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 A1 – Pricing, Fees, and Notes;
 - Exhibit B1 – Additional Terms and Conditions;
 - Exhibit C1 – Statement of Work applicable to the System ("SOW")
 - Exhibit D1 – Renewal Form
 - b) [Reserved]
 - c) "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.
 - d) "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.
 - e) [Reserved]
 - f) "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.
 - g) "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.
 - h) "RMA" means returned material authorization.
 - i) "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.
 - j) "Itron" means Itron, Inc.

- k) "Itron Documentation" means any electronic or paper version of the then-current installation instructions and/or user manuals Itron customarily provides to its Resellers.
- l) "Itron Equipment" means all hardware and related accessories provided by Itron directly or indirectly through its Resellers.
- m) "Itron Firmware" means the object code version of Itron proprietary software that is embedded in Itron Equipment.
- n) "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.
- o) "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.
- p) "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.
- q) "Itron Specifications" means the specifications of Itron relating to a Itron Product or a Itron Service.
- r) "WAN" means a wide area network, which is a network that supports communications between NBU's automated electricity meters and NBU's corporate network.
- s) "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 A1 and Exhibit B1 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 the 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 A1 and Exhibit C1 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 A1 and C1 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 one (1) year with the provision of four one-year renewals as per Exhibit D1 to be discussed 30 days before the anniversary of each year renewal (the "Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement, or either party provides written notice of its intent to terminate the Agreement to the other party at least thirty (30) days prior to the expiration of the Term. 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 A1 and C1 hereto, as applicable, and on the terms and conditions set forth in this Agreement and in Exhibits A1 and B1 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 A1 and C1 hereto, as applicable, and on the terms and conditions set forth in this Agreement and in Exhibits A1 and B1 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.

Stocked Materials. Anixter will stock a four (4) month supply of electric meters and water meters with communication modules as identified in Exhibit A1. 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 thirty (30) 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 to 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.

6. Cancellation/Modification of Orders. Cancellation and modification of orders shall be as described in Exhibit B1 hereto.
7. Shipment/Delivery. Shipping costs, transit insurance (if any), import duties, and tariffs shall be borne by NBU. Anixter reserves the right to pay such expenses and invoice NBU for cost upon NBU's prior written consent.
8. Equipment Inspection and Acceptance. Inspection and acceptance of Itron Equipment shall be as described in Exhibit B1 hereto.
9. Invoicing and Payment.
 - a) Equipment. Anixter shall invoice for the Materials listed in Exhibit A1 at the prices stated in said Exhibit A1 hereto, and subject to the terms stated in Exhibits A1 and B1 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.
 - b) Services. Anixter shall invoice NBU for the Services listed on Exhibits A1 and C1 hereto at the prices on said Exhibits A1 and C1 hereto, subject to the terms stated in Exhibits A1 and B1 hereto, in accordance with Exhibit C1 hereto (the SOW).
 - c) Payment. Unless otherwise set forth herein NBU shall pay Anixter invoices for such Materials and Services in accordance with the terms set forth in Exhibit B1 hereto.
10. Title, Risk of Loss and Insurance. Unless otherwise provided for in Exhibit B1 hereto, title to and risk of loss of Materials shall pass to NBU upon shipment to 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 B1 hereto from which NBU is not exempt.
12. Substitution. Anixter shall have the right to provide a substitute item upon NBU approval for an item specified in Exhibit A1 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 A1, Exhibit B1, or Exhibit C1 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. 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 C1 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 B1 hereto.

14. Audit. To the extent permitted by NBU's internal policies and procedures, and subject to all applicable laws and regulations, NBU shall be subject to audits as provided in Exhibit B1 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, 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, NBU shall hold Anixter Parties harmless 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, NBU shall also hold Anixter Parties harmless 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 NBU hereunder; (ii) was previously known to NBU as evidenced by its written records; (iii) is rightly received by NBU from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by NBU 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 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 NBU's property, or on property of NBU'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 NBU. 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 a 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 30 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) the reasonable contract price for Materials manufactured but not delivered prior to the effective date of termination if such Materials are subject to non-cancelable orders;
- c) all reasonable costs reasonably incurred by Anixter specifically detailed in this Agreement prior to the effective date of termination including, but not limited to, labor and materials not covered under (a) or (b), above;

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 thirty (30) 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 delivered or within the applicable lead time for such Materials 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 thirty (30) 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 two times 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 or Itron's improper use or disclosure of data relating to any patron of NBU. To the maximum extent permitted by law, NBU shall hold Anixter 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 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:

Jessica Fosson
VP of Technology and Innovation
2301 Patriot Blvd
Glenview, IL 60026

And

Scott Mattke
Account Manager South Texas Public Power
4727 Macro Dr
San Antonio, TX 78218

With a copy to:

Legal Department
WESCO Distribution, Inc./Anixter Inc.
225 W. Station Square Dr., Suite 700
Pittsburgh, PA 15219

If to NBU:

New Braunfels Utilities
Attn: Chief Technology and Security Officer.
263 E. Main Plaza
New Braunfels, Texas 78130

With a copy to:

General Counsel
New Braunfels Utilities
263 E. Main Plaza

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 or 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; (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.

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: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____