

## **MASTER SALES AGREEMENT TERMS AND CONDITIONS**

This Master Sales Agreement (the “Agreement”) is made and entered into as of January \_\_, 2016 (the “Effective Date”) by and between Itron, Inc., a Washington corporation with a principal place of business at 2111 N. Molter Road, Liberty Lake, Washington 99019 (“Contractor”), and City of Griffin (dba Griffin Power) a Georgia municipal corporation with a principal place of business at 100 South Hill Street, Griffin, Georgia 30223 (“Customer”). Contractor and Customer may each be referred to as a “Party” and together as the “Parties.”

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

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

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

### **4. Fees, Taxes, and Payment.**

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

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

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

### **5. Term and Termination.**

**5.1 Term.** The term of this Agreement begins on the Effective Date and shall terminate absolutely and without further notice or obligation on the part of the City of Griffin (hereafter the “City”) at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. §36-60-13 by written agreement of the Parties prior to the applicable expiration date. Renewal is limited to nine (9) calendar-year periods in total. The parties acknowledge that entering into this Agreement, pursuant to O.C.G.A. §36-60-13, shall be deemed to

obligate the City, a Georgia municipal corporation, only for those sums payable during the calendar year of execution or, in the event of a renewal by the City, for those sums payable in the individual calendar year renewal term. No contract developed and executed pursuant to said Code section shall be deemed to create a debt of the City for the payment of any sum beyond the calendar year of execution, or in the event of any renewal, beyond the calendar year of such renewal.

**5.2 Termination for Convenience.** Either Party may terminate this Agreement for convenience upon ninety (90) days' prior written notice to the other, unless otherwise stated in a Technology & Services Addendum that is made a part of this Agreement.

**5.3 Termination for Cause.** Either Party may terminate this Agreement immediately for a breach incapable of being cured. For a breach capable of cure, the Party asserting breach will provide thirty (30) days' written notice of termination for cause. If the breach is not cured within that 30-day period, this Agreement shall terminate.

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

## **6. Confidentiality.**

**6.1 Definitions.** (A) "Confidential Information" means (1) this Agreement and the discussions, negotiations and proposals related to this Agreement and (2) information, whether provided directly or indirectly from the other Party in writing, orally, by electronic or other data transmission or in any other form or media or obtained through on-site visits at Itron or Customer facilities and whether furnished or made available before or after the date of this Agreement, that is confidential, proprietary or otherwise not generally available to the public. Confidential Information does not include information that is: (a) rightfully known to the receiving Party before negotiations leading up to this Agreement; (b) independently developed by the receiving Party without relying on the disclosing Party's Confidential Information; (c) part of the public domain or is lawfully obtained by the receiving Party from a third party not under an obligation of confidentiality; or (d) free of confidentiality restrictions by agreement of the disclosing party. (B) "Receiving Party" means the Party receiving Confidential Information of the other. (C) "Disclosing Party" means the Party disclosing Confidential Information to the other Party.

**6.2. Obligations.** The City of Griffin is a public agency subject to the Georgia Open Records Law. To the extent allowed by law, the City as the "Receiving Party" will keep Confidential Information of the Disclosing Party strictly confidential and will not disclose it to any third party during the term of this Agreement and for a period of three (3) years after termination or expiration of this Agreement.

**6.3 Permitted Disclosure.** The Receiving Party disclose Confidential Information to its affiliates, agents, contractors, and legal representatives, but only if they have a need to know and an obligation to protect the Disclosing Party's Confidential Information that is at least as restrictive as the confidentiality provisions of this Agreement. .

**6.4 Return of Confidential Information.** The Receiving Party will destroy or return the Disclosing Party's Confidential Information within fourteen (14) days after the termination or expiration of this Agreement or at any time upon request of the Disclosing Party. The Receiving Party may retain a copy of Confidential Information if required by law or regulation.

**7. Publicity.** Subject to compliance with the Georgia Open Records Law, neither Party shall disclose, advertise, or publish the detailed terms and conditions of this Agreement without the prior written consent

of the other Party. Any press release or publication regarding this Agreement or deliverables under it are presumed by the Parties to contain Confidential Information and is subject to prior review and written approval of the Parties.

## **8. Warranties.**

**8.1 Services & Deliverables Warranties.** Express warranties for products and services (the Express Warranties”) will be stated in the applicable Addenda for the period stated therein (the “Express Warranty Period”).

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

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

**9. LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR LOSS OF PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT INCLUDING NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO PARTY SHALL BE LIABLE FOR DIRECT DAMAGES IN EXCESS OF THE AMOUNT PAID TO ITRON BY CUSTOMER UNDER THE RELEVANT AGREEMENT DOCUMENT DURING THE TWO (2) YEAR PERIOD PRECEDING THE DATE ON WHICH THE CLAIM FOR DIRECT DAMAGES IS MADE.

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

## **11. Indemnification against Third Party Claims.**

**11.1 General Claims.** Itron will defend, indemnify and hold harmless Customer and its respective officers, directors, employees, agents and customers (each, a “Customer Indemnatee”) from and against all claims, damages, losses, liabilities, costs, expenses and reasonable legal fees (“Damages”) arising out of a claim by a third party against a Customer Indemnatee resulting from or alleged to have resulted from any act or omission of Itron under or related to this Agreement.

### **11.2 Infringement Indemnity.**

Itron will indemnify and defend Customer Indemnitees from and against all Damages arising out of any claims that services or deliverables purchased by Customer under this Agreement and any resulting use or sale of any such services or deliverables constitutes an infringement or misappropriation of any intellectual property right. Additionally, if Customer’s right to sell or use the services or deliverables is enjoined or is likely to be enjoined, Itron will at Itron’s expense and option procure for Customer and its customers the right to use the services and deliverables; or with Customer’s reasonable consent replace or modify the services and deliverables with equivalent non-infringing services and deliverables. If the foregoing alternatives are not available on terms that are reasonable in Itron’s judgment, Itron shall have the right to require Customer to cease using the affected services and deliverables, in which case Itron will refund to Customer the depreciated value of the affected service and deliverables.

### **11.3 Procedures.**

(a) Upon becoming aware of any circumstance subject to indemnification under this Agreement (“Claim”), the Party seeking indemnification (“Indemnified Party”), must give prompt written notice (“Indemnification Notice”) of the Claim to the other Party (“Indemnifying Party”).

(b) Within thirty (30) days after receiving the Indemnification Notice, but in no event later than the (10) days before the date on which a response is due in connection with the Claim, the Indemnifying Party will notify the Indemnified Party, in writing, whether the Indemnifying Party acknowledges its indemnification obligations and elects to assume control of the defense and settlement of the entire Claim (“Election Notice”).

(c) If the Indemnifying Party delivers the Election Notice within the required time period then the Indemnifying Party will immediately take control of the defense and investigation of the Claim and engage counsel reasonably satisfactory to the Indemnified Party to settle and defend the Claim, at the Indemnifying Party’s expense.

(d) If the Indemnifying Party fails to: (i) deliver a timely Election Notice; (ii) immediately take control of the defense and investigation of the Claim; (iii) engage counsel reasonably satisfactory to the Indemnified Party to handle and defend the Claim; or (iv) proceed in good faith with the prompt resolution of the Claim, then the Indemnified Party with prior written notice to the Indemnifying Party and without waiving any rights to indemnification, will have the right to defend or settle the Claim without the prior written consent of the Indemnifying Party. The Indemnifying Party will reimburse the Indemnified Party on demand for all Damages incurred by the Indemnified Party in defending and settling the Claim.

(e) Failure to promptly notify the Indemnifying Party of the Claim or failure by the Indemnified Party to provide reasonable cooperation and information to defend or settle the Claim will mitigate the indemnification and defense obligations of the Indemnifying Party’s ability to defend or settle the Claim.

## **11.4 EXCLUSIONS.**

(a) NEITHER PARTY WILL BE LIABLE HEREUNDER FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS OR SAVINGS) FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF THE PARTY WAS OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES, EXCEPT THAT THE FOREGOING WILL NOT RESTRICT A PARTY'S ABILITY TO RECOVER ACTUAL DAMAGES FOR BREACH OF THIS AGREEMENT, INCLUDING THE COSTS OF OBTAINING REPLACEMENT SERVICES AND DELIVERABLES COMPLYING WITH THE TERMS OF THIS AGREEMENT.

(b) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR DAMAGES IN EXCESS OF THE FEES PAID BY CUSTOMER TO SUPPLIER FOR THE SERVICES OR DELIVERABLES IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE OF ANY CLAIM.

(c) EXCEPTIONS. The limitations in the preceding subsection do not apply to: (i) Damages for which a Party has an obligation of indemnity under this Agreement; (ii) any grossly negligent, willful or fraudulent act or omission; or (iii) any breach of provisions related to Confidential Information, privacy or indemnity; or (iv) breach of the license terms with respect to any software product deliverable.

**11.5 Indemnity Disclaimer.** THIS SECTION 11 CONSTITUTES ITRON'S SOLE AND EXCLUSIVE OBLIGATION WITH RESPECT TO THIRD PARTY CLAIMS BROUGHT AGAINST CUSTOMER.

## **12. Intellectual Property.**

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

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

**12.4 Customer Data.** Subject to the limited rights granted by Customer hereunder, Itron acquires no right, title or interest in or to Customer data collected by Itron platforms and applications.

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

### **13. Miscellaneous.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**[Signature Page Follows]**

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

**AGREED:**

**Itron, Inc.**

**Customer: City of Griffin, GA**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Chairperson: Dick Morrow

\_\_\_\_\_  
Printed Name

**Attest:** \_\_\_\_\_

\_\_\_\_\_  
Title

Kenny L. Smith, Secretary



**TRANSACTION SUMMARY  
TO  
MASTER SALES AGREEMENT**

<b>Technology &amp; Services Addendum to Master Sales Agreement</b>	
1. Equipment Purchase & Warranty Schedule Addendum	<input checked="" type="checkbox"/>
2. Installation/Implementation Services Addendum	<input checked="" type="checkbox"/>
<i>[Note (a): The Software License Addendum will be included only in two circumstances: (1) where Customer is running the software on Customer's own platform, managed by Customer, or (2) where Itron will run, maintain, and support the software on Itron's Cloud Infrastructure.]</i>	

<b>Pricing Summary (Attached)</b>
Optional Information: BMR# 7371-15 Ver 4 Dated October 5, 2015

<b>Managed Services Option</b>	
1. Additional Transaction Summary for Managed Services	<input checked="" type="checkbox"/>
2. Managed Services Addendum <sup>(e)</sup>	<input checked="" type="checkbox"/>
<i>[Note (e): Managed Services, which is a subscription service only and includes Software-as-a-Service. Accordingly, no Software License Addendum or separate Software-as-a-Service Addendum will be included for applications provided as part of Managed Services.]</i>	

**TECHNOLOGY & SERVICES ADDENDUM**  
**– Equipment Purchase & Warranty Schedule –**

**1. Ordering of Equipment.** During the term of the Agreement, Customer shall order quantities of equipment by issuing a purchase order to Itron, with a requested ship date agreeable to both Parties – in each case specifying the type and quantity of equipment, the shipment destination and the requested ship date.

**2. Firmware.** The purchase of equipment manufactured by Itron includes a perpetual, irrevocable license to use and execute any software embedded in the equipment. The license to any software embedded in third party equipment purchased by Customer through Itron shall be between Customer and the manufacturer of such third party equipment.

**3. Equipment Invoicing and Payment.** Itron will invoice Customer for equipment upon shipment. Customer will pay all invoices for equipment within thirty (30) days of receipt.

**4. Ordering Lead Time & Ship Date.** Unless otherwise provided in an agreed-upon purchase order, the required lead time for equipment manufactured by Itron shall be ninety (90) days between the date Itron receives the purchase order and the ship date; and the required lead time for third party equipment shall be the applicable third party manufacturer's then-current, standard lead time. Itron shall have no obligation to accept any requested ship date that is sooner than the required lead time.

**5. Order Cancellation & Rescheduling.** Unless otherwise provided in an agreed-upon purchase order, a purchase order for equipment may not be canceled or rescheduled by Customer.

**6. Forecasts.** If requested by Itron, Customer will provide non-binding forecasts, at reasonable intervals, of Customer's anticipated demand and ship dates for equipment.

**7. Delivery & Risk of Loss.**

**7.1 Delivery.** Itron shall cause the equipment to be delivered to Customer (or Customer's authorized agent) at customer's expense in accordance with the purchase order and by the specified ship date, provided that all purchase order content and lead time requirements have been met.

**7.2 Title and Risk of Loss.** Title to equipment and risk of loss or damage will transfer to Customer on the ship date, with the exception that title and risk of loss will transfer to Customer upon delivery where the ship-to location is in Canada.

**8. Documentation.** Itron shall make its standard product documentation available via download. Itron will provide Customer with download instructions.

**9. Inspection by Customer.** Customer shall inspect a shipment within a reasonable period of time after receiving shipment – and in all events no longer than seven (7) – to confirm that the items delivered are the equipment ordered and that the quantity received is the same as the quantity ordered.

**10. Limited Equipment Warranty.**

**10.1 Limited Warranty.**

**10.1.1 General Terms.** Itron expressly warrants that Itron-manufactured equipment shall: (a) comply strictly with the provisions of this Agreement and all specifications, drawings, and exhibits

referred to in the order or thereafter furnished by Customer; (b) be new, merchantable, and of the most suitable grade in accordance with the highest industry standards and specifications; (c) be fit for Customer's intended purposes; (d) be in full compliance with all applicable laws, ordinances, regulations, codes, and facility rules, including those relating to safety; and (e) be free from any patent, copyright, or trademark claims, infringements or rights of others. For avoidance of document, components parts of Itron-manufactured equipment that are provided by third-party manufacturers and developers – and which are integrated into Itron-manufactured equipment – are covered by this Section 10 warranty.

**10.1.2 Warranty Schedule.** The attached warranty schedule identifies specific warranties by specific types of Itron-manufactured equipment. In each case, the equipment warranty shall begin at time of receipt by Customer.

## **10.2 Repair or Replacement.**

**10.2.1** Itron reserves the option to repair or replace the Itron-manufactured equipment returned to Itron's facilities under warranty. Itron's warranty under this Section, does not include freight to the Itron designated facilities; however, it does include return freight to Customer's location in the event that the returned unit of Itron-manufactured equipment is determined to be faulty and under warranty.

**10.2.2** Labor costs associated with removal or reinstallation of failed equipment at Customer location, after the initial deployment of equipment, is not included in Itron's warranty under this Section.

**10.3 Warranty on Repaired or Replaced Equipment.** Repaired and replacement Itron-manufactured equipment will be warranted for the remainder of the original warranty period set forth above, but no less than six (6) months from repair or replacement.

**11. Exclusions to Warranty on Itron-Manufactured Equipment.** The above Section 10 warranty on Itron-manufactured equipment does not cover damage due to external causes, including accident, abuse, misuse, inadequate maintenance, problems with electrical power, acts of God; service (including installation or de-installation) not performed or authorized by Itron; usage not in accordance with product instructions or in a configuration not approved by Itron; normal wear and tear; and problems caused by use of parts and components not supplied by Itron. The warranty provided herein shall be void if the equipment is modified in a way not authorized in writing by Itron.

**12. Pass-Through Warranties on Third-Party Equipment.** If Customer is purchasing third-party equipment through Itron, the warranty terms of the third-party manufacturer will be attached to the warranty schedule hereto. For avoidance of doubt, the Section 10 warranty, above, does not cover any third-party equipment purchased by Customer through Itron. Any warranty for such third-party manufactured equipment will be between Customer and the third-party manufacturer.

## **AGREED:**

### **Itron, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### **Customer**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Itron Equipment Warranty Schedule  
To  
Supplemental Equipment Purchase Terms**

**1. Itron Equipment.**

<b>Product</b>	<b>Warranty Terms</b>
<i>Cisco Grid Router</i>	5 years
<i>Itron OpenWay Centron Meter</i>	3 years
<i>RF Mesh Range Extender</i>	3 years

## TECHNOLOGY & SERVICES ADDENDUM

### *– Installation/Implementation Services –*

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

*[Signature Page Follows]*

**SIGNATURE PAGE**  
**TO**  
**TECHNOLOGY & SERVICES ADDENDUM**  
*– Installation/Implementation Services –*

**AGREED:**

**Itron, Inc.**

**Customer**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SUPPLEMENTAL TRANSACTION SUMMARY  
SPECIFIC TO  
MANAGED SERVICES ADDENDUM**

**Customer: City of Griffin**

**1. Services by Equipment Model.**

Equipment Model	Service to be Provided	
OpenWay Centron Meter	Itron Equipment Exception Management	
	Remote Network Diagnosis & Resolution ( Y/N)	<input type="checkbox"/>
	Remote Endpoint Diagnosis & Resolution ( Y/N)	<input checked="" type="checkbox"/>
	In-Field Maintenance ( Y/N)	<input type="checkbox"/>
	Data Collection	
	Read Rate SLA	<input checked="" type="checkbox"/>
	File Delivery SLA	<input checked="" type="checkbox"/>
	Type of Data Collected	
	Identify: See system sizing criteria	
	File Format	
	Identify: <b>Format as specified during workshop</b>	
	File Delivery Frequency	
	Identify: <b>Once per day</b>	
	File Delivery Time of Day	
	Identify: <b>TBD as specified during workshop</b>	
	Other: <a href="#">Click here to enter text.</a>	
	Identify: <a href="#">Click here to enter text.</a>	

Equipment Model	Service to be Provided	
CGR	Itron Equipment Exception Management	
	Remote Network Diagnosis & Resolution	<input checked="" type="checkbox"/>
	Remote Endpoint Diagnosis & Resolution ( Y/N)	<input type="checkbox"/>
	In-Field Maintenance (Y/N)	<input type="checkbox"/>
	Data Collection	
	Read Rate SLA	<input type="checkbox"/>
	File Delivery SLA	<input type="checkbox"/>
	Type of Data Collected	
	Identify: N/A	
	File Format	
	Identify: N/A	
	File Delivery Frequency	
	Identify: N/A	
	File Delivery Time of Day	
	Identify: N/A	
	Other: <a href="#">Click here to enter text.</a>	
	Identify: <a href="#">Click here to enter text.</a>	



## 2. System Sizing Criteria.

Sizing Criteria	Design Value
Itron Solution Application(s)	<b>OpenWay Collection Engine, Itron Enterprise Edition, Itron Security Manager, Customer Service Representative Portal</b>
System Endpoints	Not to exceed 20,000 Endpoints
System Collectors	14
System Repeaters or Range Extenders	14
Residential Meter configuration	Registers and Channels will be determined during validation workshop
C&I Meter Configuration	Registers and Channels will be determined during validation workshop
Interval Data	<b>2,000</b> endpoints at 15 minute intervals <b>18,000</b> endpoints at 60 minute intervals
Historical Data	Not to exceed 3 years for Production
Concurrent Users	Not to exceed 10 End Users
Portal	Not to exceed 100 End Users

System Sizing Criteria is a baseline assumption of the scope of Managed Services agreed to by Customer and Itron – and upon which the agreed-upon pricing is dependent. Modifications to System Sizing Criteria under the Agreement may require an amendment to the Service Order for Managed Services and the Pricing Summary. If Customer desires to increase subscriptions, Customer will be required to issue an additional purchase order. Additional fees will be required for exceeding the specified endpoint count, in accordance with Itron's then current price list.

***[End of Document]***

## TECHNOLOGY & SERVICES ADDENDUM

### – *Managed Services* –

**1. Scope.** This Addendum to the Agreement describes the Managed Services to be provided by Itron. Itron only offers Managed Service to supplement certain equipment purchased from or through Itron (such as smart meters and mesh network products) – and only where such equipment is supported through a minimum of application and platform services made available by Itron for use by Customer as Software-as-a-Service. Software-as-a-Service is provided an integral part of the Managed Services offering.

**2. Attachments to Managed Services Addendum.** The following documents are attached to and made a part of this Addendum:

- a) Managed Services Transaction Summary

The In-Field Services Option only applies if the Managed Services Transaction Summary indicates Customer has selected that option and the option is expressly identified and priced in the pricing summary.

## **2. Managed Services Categories.**

**2.2 Software Services.** Itron applications made available to Customer as Software-as-a-Service.

**2.3 Implementation Services.** Services to implement, set-up, configure, and validate Software-as-a-Service, Data Collection Services, and Data Delivery Services, as described in an implementation statement of work under the Agreement.

**2.4 Data Collection.** Remote data collection using Itron data collection platforms, plus (if applicable) in-field data collection using Itron mobile or handheld data collection devices, from equipment identified in the Transaction Summary in conformance with Service Levels.

**2.5 Data Delivery.** Delivery of collected data in agreed-upon formats at agreed-upon intervals.

**2.6 Incident Management & Resolution.** Incident notification, response and resolution under Service Levels.

**2.7 Backhaul Service Management.** If identified in the pricing summary: Management of cellular telecommunications backhaul services from equipment to Itron's data collection platform.

**2.8 Training.** Training on use of the features and functionality of Itron equipment and of the Software-as-a-Service applications – as stated either in the pricing summary or in the implementation statement of work.

**3. No Contingency on Future Releases.** Customer acknowledges and agrees that the Managed Services – and in particular, the Software-as-a-Services component – is not contingent upon the delivery of any future functionality or features nor dependent on any oral or written public comments made by Itron regarding future functionality or features.

#### **4. Service Levels & Reporting.**

**4.1 Service Levels.** Itron will use commercially reasonable efforts to provide Managed Services to the Service Levels.

**4.2 Service Level Reporting.** Itron will provide monthly Service Level reports to Customer.

**5. User Identifications and Passwords.** Itron shall provide Customer with User identifications and passwords (“User IDs”) to access the Software-as-a-Service. Customer shall be solely responsible for all use of its subscriptions and accounts. Customers shall maintain the confidentiality of all User IDs assigned to it. User IDs cannot be shared or used by more than one user, but may be reassigned from time to time to new users who are replacing former users that have terminated employment with Customer or otherwise changed job status or function such that they no longer have a need to use the Software-as-a-Service.

**6. Customer Responsibilities.** Customer agrees to provide the functions identified as Customer functions, responsibilities, or obligations. Customer may use subcontractors to perform any task required to be performed by Customer. In all events, Customer will be responsible for its subcontractors.

#### **7. Read Rate Service Performance Service Level.**

**7.1 Definition of Meter Read Rate Performance.** Meter Read Rate Performance is defined as the number of Available Meters from which Register Read and Interval Read consumption data has been collected over the measurement period, expressed as the total number of Available Meters per measurement period. There will be two measurement periods: (1) a rolling three day period.

**7.2 Definition of Available Meter.** Available Meter is defined as a meter identified in Section 1 of the Managed Services Transaction Summary which meets all of the following criteria:

- a) The meter has been properly installed by Customer.
- b) Customer has timely provided all necessary and correct information for Itron to properly provision the meter in Itron’s data collection platform.
- c) 100% of register read data has been received from the meter over seven (7) consecutive days.
- d) The meter is not under field investigation.

A meter will be deemed not available and removed from the target read group when the following criteria is met:

- a) The meter is not communication with Itron’s data collection platform for three (3) consecutive days, and
- b) Itron has processed the meter through the tier two non-communication SOP and the communication cannot be resolved.

#### **7.3 Meter Read Rate Performance Metric.**

Measurement Period	Target Production Service Level
Three Days	99% (three-day rolling)

**7.4 Meter Read Rate Performance Formula.** Three day Meter Read Rate Performance % = (Number of Available Meters from which register read and interval read consumption data has been collected over a rolling 3-day period) ÷ (Total number of Available Meters in that same 3-day period).

## **8. File Delivery Performance Service Level.**

**8.1 Definitions.** File Delivery Performance is a measure of Itron's agreement to collect Meter Data (Remote Collection) and Meter Data (In-Field Collection) and deliver that data in agree-upon formats at an agreed-upon intervals. Specifically, File Delivery Performance means the number of days in the measurement month that Itron exports the collected data from Available Meters to Customer's upstream systems in the agreed-upon formats at agreed-upon frequencies and times, as a percentage of the total number of days in the measurement month.

### **8.2 File Delivery Performance Metric.**

	Target Production Service Level
File Delivery Performance %	99%

**8.3 File Delivery Performance Formula.** File Delivery Performance % = (number of hours in the measurement month less the cumulative number of hours that the Itron exports is delayed in the month as defined in Section 9) ÷ (total number of hours in the measurement month). No daily delay of an export file can be more than 24 hours.

## **9. Application Availability Performance Service Level.**

**9.1 Definition of Application Availability.** Application Availability is a measure of the extent to which the Managed Services platform and application are operational, functional and usable. Specifically, an application will be consider as not being available if it is experience a Severity Level 1, Severity Level 2, or Severity Level 3 incident (defined below).

### **9.2 Application Availability Performance Metric.**

Application	Production Performance Level
<i>All applications identified in the Managed Services Transaction Summary</i>	99.5%

**9.3 Application Availability Performance Formula.** Application Availability in the live production-level environment is measured daily – specifically. Application Availability equals the hours the Managed Services platform and application are available divided by 24 hours.

## **10. Incident Response & Resolution Performance Service Levels.**

### **10.1 Basic Definitions.**

**10.1.1** Issue Response and Resolution Times are measures of ability to meet time commitments as specified in this section for all operational activities.

**10.1.2** Normal inquiries are defined as calls to understand basic functionality of the system or services when the system is operational or when there is a question about a process.

**10.1.3** Exception inquiries are defined as calls to report a non-functional component of the system, either hardware or software.

**10.1.4** Tier 1 recognition is the first phase of response with the expectation that 85% of inquiries will be resolved.

**10.1.5** Tier 2 recognition is the second phase of response when tier 1 response is unable to resolve the inquiry. Full 100% resolution is expected from this tier.

## **10.2 Issue Severity Level Definition and Examples.**

**10.2.1 “Severity Level 1.”** Critical Business Impact / System Down: An issue for which there is no work-around, which causes the Product / Software Applications or a critical business function / process of the Itron system to be unavailable. System use and operation cannot continue.

Severity 1 issue levels must be reported by phone to initiate the Severity 1 response process. Service Requests initiated by email or web interface are logged as a Severity 3 until reviewed by Itron Technical Support Services and validated as a higher priority.

**10.2.2 “Severity Level 2.”** Moderate Business Impact / Degraded Operation: An issue other than a Severity Level 1 issue, for which there is no work-around, which limits access or use of the software or a business function, causing the system to miss required business interface or deadlines. The system remains available for operations but in a restricted fashion.

Severity 2 issue levels must be reported by phone to initiate the Severity 2 response process. Service Requests initiated by email or web interface are logged as a Severity 3 until reviewed by Itron Technical Support Services and validated as a higher priority.

**10.2.3 “Severity Level 3.”** Minor Business Impact / Compromised Operation: An issue other than a Severity Level 1 or Severity Level 2 Error that has an inconvenient use of or access to a software function. (e.g., a feature is not working as documented but a work-around is available and significant business functions are not materially impaired).

**10.2.4 Normal Inquiry.** A request for information that is not issue related. This category includes requests for future feature/functionality and information about the Managed Services platform and applications that may not be included in the current configuration available to Customer.

## **10.3 Issue Response and Resolution Performance Service Levels.**

<i>Severity</i>	<i>Tier1 Recognition</i>	<i>Customer Notification</i>	<i>T2 Escalation</i>	<i>Target Resolution</i>
1	30 minutes	Immediately on recognition	One hour	Problem is worked 24x7 until resolved
2	8 hours	After eight (8) business hours being unresolved	17 business hours (8-5)	3 business days

3	24 hours (At next daily report or check)	Within three (3) business days	As required	5 business days
Normal Inquiry	24-48 hours for acknowledgement of inquiry	NA	NA	Response normally within five business days, depending on nature of inquiry

**10.4 Incident Notification.** Itron will promptly notify Customer of all Severity 3 incidents, promptly alert Customer of all medium and above security issues, and allow Customer access to the Itron's network management system issue log.

**10.5 Incident Resolution Primary Contacts.** Customer and Itron will designate primary points for communications during Severity Level 1 and Severity Level 2 Incidents.

## 11. Solution Operational Tasks and Deliverables.

**11.1 Daily Operations.** Although Itron is responsible for providing Managed Services, daily operations, meter data collection activities, delivery of daily data export files, and event exception notification require that activities be performed by both Itron and Customer to ensure effective delivery of Managed Services. The table below lists the respective responsibilities of Customer and Itron for such daily activities.

P=Primary responsibility

S=Support responsibility

Description of Service or Deliverable	Itron	Customer
Create, monitor, and manage interrogation schedules	P	
Ensure any input files are received and processed and output files are delivered to Customer by posting to a SFTP folder where it can be retrieved by the Customer as needed.	P	
Manage files on the SFTP server where any export files are delivered. If the SFTP server is Itron's, files should be downloaded nightly and files that have been successfully downloaded and processed are to be removed from the SFTP location within 7 days.	P	S
Perform read rate monitoring and reporting.	P	
Perform remote investigation of non-communicating electricity meters and coordinate field order with Customer as needed.	P	S
Perform scheduling of meter interrogations including file delivery and delivery of Data Collection Platform standard reports.	P	
Notify Itron in advance when additional Meters are planned to be installed. Perform Meter field maintenance;		P
Perform Meter repair, replacement, or relocation as required		P

Perform RMA, Processing, Tracking and Performance Reporting for Meters	P	P
Administration of the Managed Services platform applications to Service Levels	P	

**14.2 Environment Management Tasks.** In addition to the daily operational tasks identified above, Customer and Itron have responsibility for monitoring and managing the operating environment of the Managed Services platform and applications. The table below lists the respective responsibilities of Customer and Itron for such activities.

P=Primary responsibility

S=Support responsibility

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

Perform solution upgrade activities as required	P	
Maintain and administer the Managed Services platform server databases	P	
Establish and manage the wireless backhaul contracts and accounts if applicable	P	
Support Customer's technical operations department to handle Network Devices field exceptions	P	
Manage system interfaces; work with Itron when problems are identified		P
Provide and maintain a Secure FTP.	P	
Perform regular system, database, and custom component backups in accordance with selected service level.	P	
Develop and Maintain related Standard Operating Procedures	P	
Apply Hot Fix updates as necessary and perform annual Managed Services platform upgrades with latest Managed Services platform software application general releases.	P	
Manage meter firmware revisions, including coordination and scheduling of firmware downloads as necessary	P	
Monitor meter communications reporting, and troubleshoot Managed Services platform issues as necessary	P	
Manage meter manufacturing and security files for all necessary solution components, troubleshoot and coordinate with manufacturing as needed	P	
Develop, maintain and utilize system operations clock, standard operations procedures, and daily checklists for Itron operators and administrators.	P	

**15. Baseline Assumptions.** The scope of Managed Services to be provided Itron for the fees identified in the pricing summary are predicated on following baseline assumptions.

1. Annual Adjustment Fee as specified in the pricing summary
2. Exit Fee as specified in the pricing summary (if applicable)
3. The System Sizing Criteria (identified in the Transaction Summary specific to Managed Services.
4. Any changes to the Agreement will be made by Amendment to the applicable Exhibit
5. The specific Itron personnel who will be assigned to this project may change subject to availability and Itron reserves the right to make resource changes as needed. Itron will communicate any staffing changes and take steps to ensure continuity on the project. Customer has the right to accept or reject the change in a reasonable time.



6. Itron and Customer will provide qualified personnel to staff the project to ensure project success and will use reasonable efforts to maintain the continuity of personnel assigned. Itron and Customer will provide dedicated project team members and management resources to ensure timely completion of work, reviews & approvals as agreed upon in the project plan / schedule.
7. Work under this Agreement will be performed remotely from the Itron's facilities, unless Customer and Itron agree that a project related activity would be best performed at the Customer's facility. Should additional on-site work be required, the changes will be made by Amendment to the applicable Exhibit
8. No new custom Access Point Name (APN) or Virtual Private Network (VPN) will be required for this project. Customer will use an available Itron owned cellular communication connection.
9. Customer will have responsibility troubleshooting its own IT network, including firewall settings or modifications as needed.
10. Itron's Managed Services platform will be located in a secure, managed services environment.
11. Itron does not guarantee public carrier cellular coverage will be available in all locations across Customer's service territory.
12. Customer will be responsible for meter deployment, troubleshooting, and mitigation.
13. No custom code or custom modifications to core offering is included in this scope of services.
14. Integration with Customer's Enterprise Service Bus (ESB) is out of scope for this scope of work.
15. Any incremental support to Customer's 3 <sup>rd</sup> party solution providers for testing and support for consuming the Itron-provided standard AMI Data Export, will be offered on a Time and Materials basis.

## **16. Supplemental Security Terms.**

**16.1 Representation.** Itron represents that it has implemented and maintains physical, information, and network security policies and procedures that meet or exceed industry standards.

**16.2 ISO 27001.** Upon Customer's written request, Itron will provide an ISO 27001 statement to Customer.

**16.3 Separation of Data.** Itron shall maintain Customer's data such that other Itron customers and clients do not have access to such data.

**16.4 Data Location.** Unless otherwise expressly authorized in writing by Customer, all Itron-owned or – controlled data centers, servers, and backup data storage locations used to perform Managed Services for Customer will be located in the United States of America and/or Canada.

**16.5 Itron Connections.** Itron's connection(s) to Customer network will be used by Itron only for the purposes of providing Managed Services. Any other use of such connections by Itron are explicitly prohibited.

**17. Backhaul Services Management.** If indicated in the pricing summary as a service purchased by Customer, Itron will contract with a cellular telecommunications provider for backhaul from meters in Customer's Network to Itron's data collection platforms. Itron will work with the cellular telecommunications backhaul service provider to manage the provisioning and disconnection of meters by the service provider into/from its cellular telecommunications network. Itron will manage all cellular telecommunications backhaul issues with the service provider.

**18. Business Continuity.** All incidents requiring system recovery will be required to adhere to the incident handling and Itron's Crisis Action Plan Standard Operating procedures.

**18.1 On-Site Recovery;** Itron uses a fault tolerant architecture virtualized to providing high availability infrastructure maximizing system availability. Daily system and database backups are performed and stored on-site and at a secure off-site facility. System backups and snapshots are taken after any change to the system. Weekly backup written to removable media remain on site and are overwritten after seven days and then stored off-site for two weeks. Monthly backups are stored off site for 13 months. The system can be easily recovered from the backup in an event of a disaster. Backup are handled and exchanged using a defined procedure and agreement with a storage partner. All outdated tapes and data are carefully disposed of according to our defined standard operating procedures.

**18.2 Off-Site Recovery;** Off-site recovery is included with each production system made available to Customer. Itron has access to recovery sites with qualified infrastructure services. Incident recovery performance Service Levels are defined in the following table:

<b>Business Continuity and Recovery</b>	<b>Production Performance Recover Objectives after Identification of the Incident</b>
On Site Recovery Time for restore from on-site backup (hours)	4
On Site Recovery Time for backup restore from Off-Site backup (hours)	12
On Site Recovery Time for hardware failure (hours)	12
Off-Site Recovery for Application (business days)	3

*[Signature Page Follows]*

**SIGNATURE PAGE  
TO  
TECHNOLOGY & SERVICES ADDENDUM  
– *Managed Services* –**

**AGREED:**

**Itron, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Customer**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

***[End of Document]***