

PROFESSIONAL SERVICES ADDENDUM

1 Relationship to Terms of Sale.

This Addendum contains the terms governing the supply of Professional Services by the Itron entity determined in accordance with the Terms of Sale ("**Itron**"), to the Customer named in the Proposal that applies to this Addendum ("**Customer**").

This Addendum forms part of the Agreement, also containing the Terms of Sale (found at <http://na.itron.com/terms-of-sale>) and the applicable Proposal.

If there is any inconsistency between the Terms of Sale, and this Addendum, this Addendum shall control, but only to the extent of such inconsistency.

2 Additional Definitions.

The following defined terms are in addition to those defined in the Terms of Sale:

Change means a change to the scope of Professional Services or related deliverables to be provided by Itron under a Statement of Work.

Change Request means a request made by Itron or by Customer for a Change.

Change Order means a written document describing a Change agreed to by Itron and Customer that is signed by both Parties.

Professional Services means professional services such as installation services, implementation services, consulting services, project management services, and other similar services, as described in a Statement of Work.

3 Statement of Work Requirement.

Itron has no obligation to provide Professional Services in the absence of a Statement of Work agreed to by Itron and the Customer and a Purchase Order issued by Customer to purchase Professional Services under that Statement of Work. Customer shall order Professional Services by issuing a Purchase Order to Itron in accordance with the Terms of Sale.

4 Expenses.

Customer will reimburse Itron for reasonable out-of-pocket travel-related expenses incurred by Itron relating to the provision of Professional Services unless specified otherwise in the Statement of Work.

5 Invoicing.

Itron will invoice Customer for Professional Services as set forth in the applicable Order Document or Statement of Work. Unless otherwise provided in the applicable Order Document or Statement of Work, Itron will invoice Customer for Professional Services at the end of the month in which they are performed and for expenses as incurred.

6 Customer Responsibilities.

Customer shall timely perform all its assigned roles, responsibilities and tasks under each Statement of Work using qualified personnel. Customer shall also provide Itron with reasonable cooperation with respect to the Professional Services, including for example, by providing Itron with reasonable access to Customer's facilities, service territory, personnel, systems, and information.

7 Reference Information.

If Customer provides Itron any designs, technical information, or other information required by Itron to provide Professional Services and/or related deliverables (collectively, "**Reference Information**"), Itron shall be entitled to rely on the accuracy of such information and documents. To the extent Customer's failure to provide accurate and complete Reference Information results in any delay or increases Itron's cost of performing Professional Services, the delay shall be excused, and Itron shall have the right to increase its Fees as necessary to offset its increased costs of performing Professional Services. Itron will provide Customer with reasonable evidence of its increased costs of performing the Professional Services and will make commercially reasonable efforts to minimize such costs to the extent practicable under the circumstances.

8 Delays.

To the extent Customer's failure to adhere to Customer's responsibilities and requirements under an Order Document or Statements of Work results in any delay or increases Itron's cost of performing Professional Services, the delay shall be excused, and Itron shall have the right to increase its Fees as necessary to offset its increased costs of performing Professional Services. Itron will provide Customer with reasonable evidence of its increased costs of performing the Professional Services and will make commercially reasonable efforts to minimize such costs to the extent practicable under the circumstances.

9 Express Warranties for Professional Services.

Itron warrants to Customer that Professional Services will be provided by personnel with the requisite experience, skills, knowledge, training and education and in a timely, professional, and workmanlike manner in accordance with the applicable Statement of Work. To the extent permitted by law, Itron expressly disclaims all other warranties.

10 Remedies.

As Customer's sole and exclusive remedy for any material noncompliance by Itron with the express warranties provided above for Professional Services, 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 ninety (90) days of performance of the applicable noncompliant Professional Services. If Itron, in its sole discretion, is unable to correct the noncompliance, Customer's sole and exclusive remedy will be receiving a refund of the pro-rata amount paid by Customer for the nonconforming Professional Services.

11 Change Requests & Change Orders.

Either Party may propose a Change Request. All Changes must be approved pursuant to the Change Order. The Parties will adhere to any Change Request procedures set forth in the applicable Order Document or Statement of Work. If Itron receives a Change Request from Customer, Itron will prepare and submit a proposed Change Order to Customer describing the Change and associated fees. No Change Order will be binding upon Customer or Itron unless signed by authorized representatives of both Parties. All Change Orders will be governed by the Agreement.

12 Project Deliverables.

Itron shall provide Customer with project-related documentation and other deliverables identified in the applicable Statement of Work. Itron hereby grants Customer a non-exclusive, non-transferable license to use such documentation and other deliverables for Customer's internal business in furtherance of the purpose for which they were provided by Itron. For clarity, the foregoing license does not apply to software or firmware licensed by Customer under other Addenda to the Agreement.

13 Modifications.

Itron may modify this Addendum from time to time by posting updated versions at <https://na.itron.com/terms-of-sale>; provided, however, that the version of this Addendum that is posted on the Acceptance Date will continue to apply to the Agreement notwithstanding any such update. Prior versions of this Addendum are available at <http://na.itron.com/terms-of-sale>.

14 Survival.

The following Sections of this Addendum shall survive termination or expiration of the Agreement : 1 (Relationship to Main Body of Terms of Sale), 2 (Additional Definitions), 3 (Statement of Work Requirement), 4 (Expenses), 5 (Invoicing), 7 (Reference Information), 8 (Delays), 9 (Express Warranties for Professional Services), 10 (Remedies), 11 (Change Requests & Change Orders), 12 (Project Deliverables) only with respect to licensing, and 14 (Survival).