Software-As-A-Service ADDENDUM

General SaaS Terms and Conditions

1   Relationship to Terms of Sale and Special Terms

This Addendum contains the terms governing the supply of SaaS 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. This Addendum consists of the SaaS General Terms and Conditions below, which generally apply to all Service Offerings, and the attached Special Terms and Conditions, which apply to specific Service Offerings. If there is any inconsistency among the Special Terms and Conditions, the SaaS General Terms and Conditions, and the Terms of Sale, these documents shall be given precedence in the following order: (a) the Special Terms and Conditions, (b) the SaaS General Terms and Conditions, and (c) the Terms of Sale.

2   Additional Definitions

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

Annual Adjustment means Itron's annual price increase.

Available means the percentage of time during a month when the applicable Service Offering is accessible to the Customer, excluding any Planned Maintenance or agreed-upon Downtime. Availability is calculated as follows:

$$\text{Availability \%} = \left(\frac{\text{Total minutes in the month} - \text{Total Downtime minutes in the month}}{\text{Total minutes in the month}} \right) \times 100$$

Downtime means the time during which the applicable Service Offering is not Available due to unplanned outages or issues.

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

Hybrid SaaS means Customer has purchased an object code license to Software pursuant to the terms of the Software Addendum and a Service Offering for such Software.

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

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

One-Time Setup Fee means the one-time setup fee for each Service Offering identified in the Proposal.

Planned Maintenance means pre-arranged and communicated periods where the applicable Service Offering may be offline for updates or maintenance.

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

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

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

SaaS Billing Cycle means a period of one year beginning on the Service Offering Commencement Date for the initial Service Offering or any anniversary thereof. For clarity, there is only one SaaS Billing Cycle for all Service Offerings, unless otherwise provided in the applicable Special Terms and Conditions.

SaaS General Terms and Conditions means the terms and conditions set forth in the main body of this Addendum.

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

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

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

Software means the software identified on the Proposal for which Customer has purchased a Service Offering.

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

Subscription Fees means annual fees identified in the Proposal for each Service Offering, plus the Annual Adjustment, if any. Subscription Fees include applicable Maintenance Services fees for SaaS. Subscription Fees do not include any applicable license or Maintenance Services fees for Hybrid SaaS.

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

Territory means the country in which Itron delivers products and services to Customer

3   Access Rights

3.1   Access Rights

Itron will provide SaaS for the Itron Software identified in the table in this Section 3.1 for which Customer has purchased a Service Offering. Subject to Customer's compliance with the Agreement (including payment of all applicable Fees), Itron hereby grants to Customer, for the Subscription Term(s) purchased, a non-exclusive, non-transferable, non-assignable, limited right to access and use the Service Offerings, with respect to Endpoints owned or otherwise controlled by Customer, for its internal business purposes in the Territory. Customer will use the Service Offerings only in accordance with Itron user guides, the Agreement, and laws and government regulations. Customer shall make every reasonable effort to prevent unauthorized third parties from accessing the Service Offerings.

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

Itron Software Eligible for SaaS	
Gridscape	UIQ: Advanced Metering Manager, Meter Program Configurator, Control Platform, Outage Detection and SensorIQ
HAN Communications Manager	

3.2 Restrictions on Use

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

3.3 User IDs and Passwords

Itron shall provide Customer with user identifications and passwords ("**User IDs**") to access the Service Offerings. Customer shall be solely responsible for all use of Customer's subscriptions and accounts. Customer shall maintain the confidentiality of all User IDs assigned to Customer. User IDs may not be shared or used by more than one user (unless such license is reassigned in its entirety to another authorized user).

3.4 Content Restrictions

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

3.5 Breach of Restrictions

Customer's breach of the restrictions set forth in Section 3.2 ("Restrictions on Use") or Section 3.4 ("Content Restrictions") shall constitute a material breach of the Agreement and will give Itron the right to revoke and immediately suspend or terminate, as determined by Itron in its sole discretion, all rights and licenses granted under this Addendum with respect to the Service Offerings. Revocation does not preclude Itron from pursuing any legal and equitable remedies for Customer's breach of these restrictions.

4 Fees and Invoicing

4.1 Subscription Fees.

Customer shall pay Subscription Fees in advance of each SaaS Billing Cycle in which it will receive a Service Offering.

4.2 Invoicing.

Unless otherwise provided in the applicable Statement of Work, Itron will invoice Customer for each One-Time Setup Fee upon the applicable Service Offering Commencement Date. Initial Subscription Fees for each Service Offering will be prorated based on when the applicable Service Offering Commencement Date occurs relative to the then-current

SaaS Billing Cycle. Itron will invoice Customer for each subsequent SaaS Billing Cycle prior to, or upon, commencement of such SaaS Billing Cycle. Maintenance Services fees and license fees relating to Hybrid SaaS are not included in this Addendum or the Subscription Fees and will be invoiced in accordance with the Maintenance and Support Services Addendum and Software Addendum, as applicable. Itron may adjust Subscription Fees at any time if Customer's use of a Service Offering exceeds the applicable tier set forth in the respective Order Document or Pricing Summary.

5 Renewal, Discontinuance, Suspension, End of Support.

5.1 Renewal Notice.
Unless a Party discontinues a Service Offering in accordance with this Section, Itron will provide Customer a renewal notice for each Service Offering at least one hundred twenty (120) days prior to the commencement of each SaaS Billing Cycle.

5.2 Discontinuance.
Customer may discontinue a Service Offering by providing Itron with written notice of non-renewal no less than ninety (90) days prior to the commencement of a SaaS Billing Cycle. If Customer discontinues a Service Offering prior to expiration of the Minimum SaaS Subscription Term for that Service Offering, Itron will invoice Customer, and Customer will pay, for any unpaid Subscription Fees for the respective Service Offering through the end of the applicable Minimum SaaS Subscription Term.

Itron may discontinue a Service Offering following the applicable Minimum SaaS Subscription Term by providing Customer with no less than one hundred and eighty (180) days' written notice of the applicable discontinuance date. If the applicable discontinuance date will occur with a subsequent SaaS Billing Cycle, Subscription Fees for the discontinued Service Offering will be prorated based on when the discontinuance date occurs relative to the SaaS Billing Cycle.

5.3 Suspension or Restriction of Service
Itron may suspend or restrict all or part of the Service Offerings at any time to the extent necessary to protect the security and integrity of the Software, Servers, platforms, and systems, or for a breach of Section 3.2 ("Restrictions on Use") or Section 3.4 ("Content Restrictions") until such breach is cured.

6 Monthly Application Availability Service Level

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

6.2 Availability Service Level Credits
Subject to the service level exclusions in Section 7.1 ("Service Level Exclusions") of these SaaS General Terms and Conditions, Customer will be entitled to the following credits as its sole and exclusive remedy for Itron's failure to meet the Availability Service Level:

SaaS Application Availability (production environments only)	
Monthly Availability	**Credit (% of monthly Subscription Fee for applicable Service Offering)**
≥99.5% and <99.9%	2%
≥99.0% and <99.5%	4%
≥97.5% and <99.0%	10%
≥96.0% and <97.5%	12.5%
<95.0%	20%

6.3   Planned Maintenance

Planned Maintenance, whenever reasonably practicable, will be performed during off-business hours between 6:00 p.m. to 12:00 a.m. Customer's local time, with as little disruption to Customer's use of the Service Offerings as possible. Planned Maintenance will be facilitated through Itron change control which would include a project plan, date and time of maintenance window, and customer approval. Unplanned maintenance, whenever reasonably practicable, shall also be performed during off-business hours between 6:00 p.m. and 12:00 a.m., Customer's local time. Itron will provide Customer with notice of unplanned maintenance as soon as reasonably practical. Itron will minimize Service Offering disruptions to the extent reasonably practical.

7   Service Level Exclusions; Disclaimers

7.1   Service Level Exclusions

Itron shall not be liable for failing to meet any service level commitment set forth in this Addendum (including any Special Terms and Conditions) or any Order Document, and the Customer is not entitled to credits, to the extent such failure is attributable to any one or more of the following: (a) planned maintenance or scheduled upgrades; (b) an event triggering a disaster recovery (if available for the product offering and purchased by Customer) and for a twenty-four (24) hour period after the resumption of service following such an event to allow the system to return to normal operating ranges; (c) suspension or restriction of service under Section 5 ("Renewal, Discontinuance, Suspension; End of Support") of this Addendum; and (d) conditions beyond Itron's reasonable control, including but not limited to (i) unavailability of Customer or third party wireless services between the Service Offering and the Endpoints; (iii) failures in external Internet or VPN configurations not managed by Itron; (iv) a Force Majeure event; (v) false reports of unavailability as a result of outages or errors of any Itron measurement system; (vi) an act or omission of Customer or third parties, including security incidents caused by such act or omission; (vii) incident investigation or computer failures that could not reasonable have been prevented by Itron; (viii) failures of third-party equipment, hardware, software, or services not provided by Itron; and (ix) Customer's delay in performing maintenance or other tasks designated as its responsibility in the Agreement.

7.2   Disclaimers

7.3   Third-Party Content Disclaimer.

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

7.4   Use of SaaS with Third-Party Devices.

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

8   Sizing of Software-as-a-Service

Any sizing criteria changes, including without limitation the number of system endpoints, number of network devices, residential meter configuration, commercial and industrial meter configuration, desired data collection intervals, storage duration for historical data, and the number of concurrent and total users of the application, during a Subscription Term will require a Change Order and may result in a change in Subscription Fees.

9   Incident Management

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

10   Customer Technical Responsibilities

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

11 Business Continuity

Itron has architected and operates a high availability and scalable infrastructure to facilitate virtualized customer environments with various fault tolerant components. Fault tolerance and failover methodologies allow Itron to maximize system availability and confidently uphold the Availability Service Level and Monthly File Delivery Percentage Service Level. Itron will conduct daily backups of back-office application configuration files and associated data. These backups are for operational purposes only and are not a disaster recovery solution or a solution to be used by the Customer for testing or analysis purposes. Itron will periodically test the restore capability of its business continuity solution. System and database backups are performed via a schedule to provide for a full weekly backup and daily differential backups. System backups and snapshots are also taken prior to any system change that has been approved via the Itron Global Managed Services Change Control Board. The system can be recovered from the backup in the event of a failure. Business continuity is designed to provide recovery for component failures within a data center, this does not provide coverage for the loss or connectivity to a data center. If a more robust mitigation solution is required by Customer, geo-diverse disaster recovery options can be discussed and priced as a more fault tolerant solution.

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

12 Disaster Recovery

Disaster Recovery (**"DR"**) is an optional fee-based service that is offered by Itron for some product offerings. If offered by Itron for Customer's product offering, Customer may purchase DR for an additional fee. Upon Customer's purchase of DR services and payment of applicable fees as set forth in the Proposal, Itron will maintain DR services at a dedicated facility that is equipped to facilitate hosted operations, meter reading and interrogations, and Field Area Network ("**FAN**") communications in the event DR is needed. At Customer's request, Itron will test the DR capabilities once per calendar year on Customer's production environments and provide the results of each such test to the Customer, subject to agreement on applicable Fees and Statement of Work.

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

13 Roles and Responsibilities

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

P=Primary responsibility

S=Support responsibility

Description of service or deliverable	Itron	Customer
Submit user access requests for new users and deletion notifications for users no longer involved with the SaaS.		P
Provide immediate notification in the event of a Customer employee termination for those with access to the SaaS.		P
Provide immediate notification in the event of an Itron employee termination for those with access to the SaaS.	P	
Maintain skill sets necessary to properly support the SaaS.	P	
Administer and monitor Servers including but not limited to utilization of CPU, memory, IOPs, and disk space.	P	
Manage and troubleshoot the secure SaaS components and processes (if applicable).	P	

Description of service or deliverable	Itron	Customer
Administer associated Linux, Unix, and Windows operating systems.	**P**	
Apply operating system and other third-party security patches and critical updates as appropriate.	**P**	
Maintain and troubleshoot third-party software issues required for SaaS operations pursuant to this Addendum; work with third party to troubleshoot as required.	**P**	
Maintain anti-virus on all windows-based Servers if applicable to the SaaS platform.	**P**	
Monitor communications and support communications troubleshooting activities for the SaaS.	**P**	
Perform software upgrade activities.	**P**	
Maintain and administer the SaaS Server databases.	**P**	
Manage upload and submission of meter data files; work with Itron when problems are identified.		**P**
Provide and maintain a Secure FTP or equivalent if included in the SOW.	**P**	
Perform regular system, database, and custom component backups in accordance with selected service level.	**P**	
Maintain the applicable standard operating procedures and run books to maintain, monitor and operate the hosted environment.	**P**	

14 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.

[END]

Attachment A

SPECIAL TERMS AND CONDITIONS

Managed Services

The Special Terms and Conditions contained within this Attachment apply to Itron's Managed Services Service Offering:

1   Managed Services – Descriptive Overview

1.1   When Customer subscribes to Managed Services, as part of the overall Service Offering Itron will provide SaaS for the applicable Software, plus Itron will also assume some of Customer's SaaS-related operational responsibilities, including management of reads from monitored and Available Endpoints or Provisioned and Optimized Endpoints (as applicable), collecting data, and delivering data files to Customer at agreed-upon intervals in agreed upon data formats. Itron will attempt to remotely diagnose and resolve Endpoint exceptions detected by Itron or reported by Customer. If the exception cannot be resolved remotely, or it is determined to impact an individual or small number of Endpoints, Itron will notify Customer that Customer must perform in-field investigation.

1.2   Managed Services are only available for Itron Software identified in the table set forth in this Section for which Customer has purchased such Managed Services and paid all applicable Fees.

Itron Software Eligible to Receive Managed Services
IntelliSOURCE Express
Streetlight Vision
UIQ: Advanced Metering Manager, Meter Program Configurator, Control Platform, Outage Detection and SensorIQ

2   Managed Services – Definitions
The following defined terms are applicable to these Special Terms and Conditions for Managed Services:

Anchor Read means the "register value" stored once daily in a register in the Communication Module as installed in the Endpoint (usually at midnight).

Available Endpoint means an Endpoint which meets the following criteria: (a) the Endpoint, if installed by Customer, has been properly installed, (b) Customer has provided all necessary and correct information for Itron to properly provision the Endpoint in Itron's data collection platform (c) the Endpoint is communicating with Itron's data collection platform and a register read has been received from the Endpoint for three (3) consecutive days. An Endpoint will not be considered an Available Endpoint if any of these conditions have not been met; or (a) if an exception is detected by Itron or reported by Customer, but the exception cannot be resolved remotely, (b) the Endpoint if it is under field investigation, or (c) cellular carrier outages.

Communications Module or **NIC** means Itron's network interface card that may be installed in Equipment.

Endpoint has the meaning set forth in the SaaS General Terms and Conditions.

Equipment has the meaning set forth in the Equipment Addendum.

Managed Services means SaaS, plus the additional services to be provided by Itron as set forth in these Special Terms and Conditions for Managed Services.

Optimization is a UIQ term which means the procedure by which the layout of the network Equipment configuration and implementation have been validated ("**Optimized**") by performing active and passive tests to confirm that performance and redundancy meet the design specifications and other requirements of the Agreement. Optimization is to be executed on an area-by-area basis (or specified portion thereof), after all network Equipment is installed and a minimum of 98% of the metering Endpoints have been deployed to achieve the required level of saturation of the area.

Provisioned means an Endpoint that is located in an area of the NAN and which is in any of the following operational states within the UIQ System: "active," "inactive," or "disconnected," and which has been Optimized, but which is not: (i) in a "new," "discovered," "installed," "initializing," "unreachable" or "init failed" state; or (ii) considered to be in the process of being deployed or being repaired under warranty. Endpoint operational states are defined in the Meter Lifecycle Reference document.

Service Level Trigger means satisfaction of the particular condition(s) noted in these Special Terms and Conditions below upon which the applicable service level will start to be enforceable and reported on.

3   Managed Services - Daily Operational Roles & Responsibilities

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

P=Primary responsibility

S=Support responsibility

Description of Service or Deliverable	Itron	Customer
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, or equivalent, where it can be retrieved by Customer as needed.	P	
Manage files on the SFTP server where any export files are delivered. If the SFTP server is Itron's, files should be downloaded nightly and files 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 for specific groups of non-communicating Endpoints affected by a common network issue and coordinate field order with Customer as needed.	P	S
Perform scheduling of Endpoint interrogations including file delivery and delivery of Data Collection Platform standard reports.	P	
Notify Itron in advance when additional devices are planned to be installed. Perform Meter field maintenance; close work orders with Itron.		P
Perform Network Device and Endpoint repair, replacement, or relocation as required.		P
Perform RMA, Processing, Tracking and Performance Reporting for Endpoints and Network devices.	S	P
Administration of the Managed Services platform applications to Service Levels.	P	

4   Managed Services - Environmental Management Roles & Responsibilities

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

P=Primary responsibility

S=Support responsibility

Description of Service or Deliverable	Itron	Customer
Submit user access requests for new users and deletion notifications for users no longer involved with the managed system.		P
Provide immediate notification in the event of a Customer employee termination for those with access to the managed system.		P
Provide immediate notification in the event of an Itron employee termination for those with access to the SaaS.	P	

Description of Service or Deliverable	Itron	Customer
Maintain skill sets necessary to properly support the require Managed Services platform technologies.	P	
Maintain skill sets necessary to properly support the required Managed Services platform Field operations.		P
Administer and monitor servers including but not limited to utilization of CPU, memory, IOPs, and disk space.	P	
Manage and troubleshoot the secure network infrastructure components and processes (if applicable).	P	
Administer associated Linux, Unix, and Windows operating systems.	P	
Apply Operating System and other 3rd party security patches and critical updates as appropriate.	P	
Update security appliances (if applicable) with new Endpoint related security files.	P	
Maintain and troubleshoot third party software issues required for Managed Services platform operations, work with third party to troubleshoot as required.	P	
Maintain anti-virus on all windows-based servers.	P	
Perform the initial Network Devices configuration.	P	
Monitor Network and Endpoint communications and support metering and communications troubleshooting activities for the Managed Services platform.	P	
Support solution upgrade activities.	P	
Maintain and administer the Managed Services platform server databases.	P	
Establish and manage the wireless backhaul contracts and accounts if applicable.	P	
Support Customer's technical operations department to handle Endpoint and Network field exceptions.	P	
Manage upload and submission of meter data files; work with Itron when problems are identified.		P
Provide and maintain a Secure FTP.	P	
Perform regular system, database, and custom component backups in accordance with selected service level.	P	
Develop and maintain related standard operating procedures.	P	
Manage Endpoint firmware revisions, including coordination and scheduling of firmware downloads as necessary (for Itron manufactured devices only with Itron provided firmware).	P	
Monitor Endpoint communications, reporting, and troubleshoot Managed Services platform issues as necessary.	P	
Manage Endpoint manufacturing and security files for all necessary solution components, troubleshoot and coordinate with manufacturing as needed.	P	
Develop, maintain and utilize system operations clock, standard operations procedures, and daily checklists for Itron operators and administrators.	P	

5   Service Levels - Managed Services

The following service levels are only available for Itron Software identified in the tables set forth below for which Customer has purchased Managed Services and paid all applicable Fees.

5.1   Data and On-Demand Read Service Level

(a) Service Level Applicability

The Data Read Service Levels and On-Demand Read Service Level (collectively, the "**Data and On-Demand Read Service Level**") set forth in this Section 4.1 apply to the Itron Software identified in the following table for which Customer has purchased Managed Services and paid all applicable Fees:

Itron Software Eligible to Receive Data and On-Demand Read Service Level	
UIQ: Advanced Metering Manager, Meter Program Configurator, Control Platform, Outage Detection and SensorIQ	Streetlight Vision

(b) Data Read Service Level
(a) Service Level Trigger. The Service Level Trigger for the Data Read Service Level occurs when the applicable Endpoints are Provisioned and Optimized. As each additional area is Optimized, Itron will identify the Endpoints that will be added to the set of Provisioned and Optimized Endpoints subject to the Data Read Service Level.

(b) Service Level. For newly available data on the Communication Module, the UIQ System will gather and process Anchor Reads and interval reads from Provisioned and Optimized Endpoints and deliver, via the "export" mechanism of the UIQ System, at least ninety-nine percent (99.0%) of Anchor Reads captured at midnight and of interval reads captured each day, by 6:00 a.m. local time the next day, and at least ninety-nine and one half percent (99.5%) of Anchor Reads captured at midnight and of interval reads captured each day, by 2:00 p.m. local time the next day ("Data Read Service Level").

(c) Service Level Credits. Subject to the service level exclusions set forth in Section 7.1 ("Service Level Exclusions") of the SaaS General Terms and Conditions, Customer will be entitled to the following credits as its sole and exclusive remedy for Itron's failure to meet the foregoing Provisioned and Optimized Endpoint Data Read Service Level:

Data Read Service Level Credits (production environments only)	
Number of Daily Failures in the Applicable Month	**Credit (% of monthly Managed Services Subscription Fee with respect to the applicable Itron SaaS Application)**
1 – 3	0%
4 – 10	4%
11-15	10%
16 – 20	20%
21 +	20%

(c) On Demand Read Service Level
(a) Service Level Trigger. The Service Level Trigger for the On-Demand Read Service Level occurs when the applicable Endpoints are Provisioned and Optimized. As each additional area is Optimized, Itron will identify the Endpoints that will be added to the set of Provisioned and Optimized Endpoints subject to the On-Demand Read Service Level.

(b) Service Level. The UIQ System will successfully execute at least (98.0%) of all (i) on-demand read, (ii) on-demand remote connect and (c) on-demand remote disconnect requests made by Customer for Provisioned and Optimized Endpoints which are actively communicating ("On-Demand Read Service Level"). An on-demand request is a single transaction to a single Endpoint, initiated by a single user of the UIQ system. An on-demand read request does not include batch read jobs targeted at multiple Endpoints (e.g. "read all unread meters") or read operations used to detect scope of outages and/or determine whether an outage is over. For the purposes of calculating this Service Level, multiple attempts to connect with a single device within a twenty (24) hour period will count as one failed attempt; on-demand read requests (single or batch) targeted at an Endpoint which was not read in previous 24 hours will be excluded; and on-demand read jobs initiated by system-level accounts ("root" and "UIQ") will be excluded. Service level credits will apply only if there is a minimum of 2,000 on-demand requests in the applicable month.

(c) Service Level Credits. Subject to the service level exclusions set forth in Section 7.1 ("Service Level Exclusions") of the SaaS General Terms and Conditions, and provided that the minimum number of on-demand Anchor Reads and interval meter read requests has been met pursuant to the table below, Customer will be entitled to the following credits as its sole and exclusive remedy for Itron's failure to meet the foregoing On-Demand Read Service Level:

On-Demand Read Service Level Credits (production environments only)	
% of On-Demand Meter Read Requests Successfully Executed in the Applicable Month	Credit* (% of monthly Managed Services Subscription Fee with respect to the applicable Itron SaaS Application)
≥98.0% and 100.0%	0%
≥95.0% and <98.0%	5%
≥90.0% and <95.0%	20%
≤90.0%	20%
*Credits will apply only if there is a minimum of 2,000 on-demand requests in the applicable month. Multiple attempts to connect with a single device within a twenty-four (24) hour period will count as one failed attempt.	

[END]

Special Terms and Conditions

Temetra

The following Special Terms and Conditions contained within this attachment apply to Itron's SaaS Service Offering for Temetra:

1 Mobile Device Software

(a) License Grant. Subject to the terms of the Agreement, Itron grants Customer a limited, non-exclusive, and non-transferrable license to download, install, and use Itron's Temetra Mobile application and any associated drivers provided by Itron (collectively, the "**Mobile Device Software**") on Itron-approved mobile devices owned or otherwise controlled by Customer (each a "**Mobile Device**") strictly in accordance with the Documentation.

(b) License Restrictions. Customer shall not: (a) copy the Mobile Device Software; (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Mobile Device Software; (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Mobile Device Software or any part thereof; (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Mobile Device Software, including any copy thereof; or (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Mobile Device Software, or any features or functionality of the Mobile Device Software, to any third party for any reason.

(c) Directives. To the extent directive 2009/24/EC on the legal protection of computer programs or similar legislation or regulation (collectively, the "**Directives**") is applicable, such Directives may provide Customer the right to decompile Software in order to obtain information necessary to achieve the interoperability of an independently created computer program, prior to exercising any such possible rights under the Directives, Customer agrees to (a) first notify Itron of Customer's good faith belief that information necessary to achieve the interoperability of an independently created computer program is not otherwise available and that decompilation is indispensable within the meaning of the Directives; and (b) provide Itron with a reasonable amount of time to respond to Customer regarding the foregoing assertions.

(d) Limited Mobile Device Software Warranty. For a period of ninety (90) days from the date of delivery of the Mobile Device Software to Customer (the "**Warranty Period**"), Itron warrants solely to Customer that the Mobile Device Software will substantially conform in all material respects to the applicable Itron published specifications. As Customer's sole and exclusive remedy for any breach of this warranty, Itron will, at its option, during the Warranty Period, repair or replace non-conforming Mobile Device Software to substantially conform to the foregoing warranty, provided that Itron will have no obligation to repair or replace any non-conforming Mobile Device Software if the Agreement has terminated or expired. The foregoing warranty does not apply to non-conformities in the Mobile Device Software due to: (i) modifications not made or approved by Itron in writing; (ii) Customer's or any third party's negligence or intentional acts; (iii) misuse or abuse, including the failure to use or install the Mobile Device Software in accordance with the Documentation; (iv) incorrect data, or data entry or output, as applicable, by Customer or a third party; (v) use with third party software, hardware or firmware not provided or authorized by Itron in writing; (vi) a Force Majeure event; or (vii) viruses or security vulnerabilities introduced into the Mobile Device Software or Customer's systems through no fault of Itron. After the Warranty Period, any Mobile Device Software errors will be addressed under maintenance and support terms.

(e) Updates. Itron may from time to time in its sole discretion develop and provide Mobile Device Software updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Based on Customer's Mobile Device settings, when Customer's Mobile Device is connected to the internet either: (a) the Mobile Device Software will automatically download and install all available Updates; or (b) Customer may receive notice of or be prompted to download and install available Updates. Customer shall promptly download and install all Updates and acknowledge and agree that the Mobile Device Software, the Service Offering, or portions thereof may not properly operate should Customer fail to do so. Customer further agrees that all Updates will be deemed part of the Mobile Device Software and be subject to all terms and conditions of the Agreement.

2   Compatible Mobile Devices

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

3   Internet Connectivity; Disclaimer of Liability

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

4   Business Continuity and Disaster Recovery.

As it applies to these Special Terms and Conditions, the following shall replace Section 11 ("Business Continuity") and Section 12 ("Disaster Recovery") of the SaaS General Terms and Conditions in its entirety:

Itron uses streaming replication to keep a hot failover database always available, with automatic switch over in the event of failure. Application data is automatically backed up every night. All incidents requiring system recovery will be required to adhere to Itron's incident management policy and related standard operating procedures. BUSINESS CONTINUITY: RPO = 72 HOURS; RTO = 5 business days.

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

Upon Customer's request at expiration or termination of the Service Offering, Itron will maintain Customer's access to the system for a maximum period of three (3) months from the date of expiration or termination, for the sole purpose of enabling Customer to retrieve the following Customer data: access account information, meter details, history of index reading data and photographs. Customer may, at no additional cost, export said system data in the standard file format used by the SaaS Service Offering, or the format already supported by the SaaS Service Offering. At the end of this three (3) month period, the Customer data will be permanently deleted and will no longer be recoverable.

[END]

Special Terms and Conditions – Itron Mobile

The following Special Terms and Conditions contained within this attachment apply to Itron's SaaS Service Offering for Itron Mobile:

1 Relationship to Licensed FCS Software and Maintenance & Support

Customer may be required to update or upgrade its licensed FCS Software from time to time in order to ensure full functionality of Itron Mobile. Customer's subscription and right to use Itron Mobile will terminate if Customer's FCS Software license is terminated.

2 Compatible Mobile Devices

Itron Mobile is designed to work in connection with mobile devices that meet Itron minimum requirements. Itron will provide the minimum specifications to Customer. Itron is not required to make Itron Mobile work with any other mobile devices.

3 Customer's Obligation to Protect Customer Information on Mobile Devices

Customer must take steps to protect Customer information stored on mobile devices. User identification codes, passwords, and any information provided to Customer as part of Itron's security procedures must be treated by Customer as confidential and must not be disclosed in violation of the Agreement. Customer is at all times responsible for its employees and subcontractors' use of Itron Mobile. Itron has the right to disable any user identification codes or passwords if Customer or its employees and contractors have failed to comply with any of the provisions of the Agreement.

4 Internet Connectivity; Disclaimer of Liability

Itron Mobile requires internet connectivity, which Customer is solely responsible for obtaining and maintaining. Itron accepts no responsibility for any internet services failure, mobile device failure, or for any loss or damage of any kind caused by such failure.

[END]

Special Terms and Conditions

Field Tools Advanced

The following Special Terms and Conditions contained within this attachment apply to Itron's SaaS Service Offering for Field Tools Advanced:

1   Compatible Mobile Devices

Field Tools Advanced is designed to work in connection with mobile devices that meet Itron minimum requirements. Itron will provide the minimum specifications to Customer. Itron is not required to make Field Tools Advanced work with any other mobile devices.

2   Customer's Obligation to Protect Customer Information on Mobile Devices

Customer must take steps to protect Customer information stored on mobile devices. User identification codes, passwords, and any information provided to Customer as part of Itron's security procedures must be treated by Customer as confidential and must not be disclosed in violation of the Agreement. Customer is at all times responsible for its employees and subcontractors' use of Field Tools Advanced. Itron has the right to disable any user identification codes or passwords if Customer or its employees and contractors have failed to comply with any of the provisions of the Agreement.

3   Internet Connectivity; Disclaimer of Liability

Field Tools Advanced requires internet connectivity, which Customer is solely responsible for obtaining and maintaining. Itron accepts no responsibility for any internet services failure, mobile device failure, or for any loss or damage of any kind caused by such failure.

[END]

Special Terms and Conditions

Operations Optimizer

The following Special Terms and Conditions contained within this attachment apply to Itron's SaaS Service Offering for Operations Optimizer:

1   User IDs and Passwords
As it applies to these Special Terms and Conditions, the following shall replace <u>Section 3.3</u> ("User IDs and Passwords") of the SaaS General Terms and Conditions in its entirety:

Itron shall provide Customer with an integration with Azure Active Directory for managing their user identifications and passwords ("User IDs") to access Itron's Operations Optimizer. Customer shall be solely responsible for all use of Customer's subscriptions and accounts. Customer shall maintain the confidentiality of all User IDs assigned to Customer. User IDs may not be shared or used by more than one user.

2   Roles and Responsibilities
As it applies to these Special Terms and Conditions, the table in <u>Section 14</u> ("Roles and Responsibilities") of the SaaS General Terms and Conditions shall be replaced in its entirety with the following:

Description of service or deliverable	Itron	Customer
Manage user access according using Azure Active Directory to add new users and promptly remove users no longer involved with the Software as a Service.		P
Maintain skill sets necessary to properly support the SaaS.	P	
Administer and monitor Servers including but not limited to utilization of CPU, memory, IOPs, and disk space.	P	
Manage and troubleshoot the secure SaaS components and processes (if applicable).	P	
Administer associated Linux, Unix, and Windows operating systems.	P	
Apply operating system and other third-party security patches and critical updates as appropriate.	P	
Maintain and troubleshoot third-party software issues required for SaaS operations pursuant to this Addendum; work with third party to troubleshoot as required.	P	
Maintain anti-virus on all windows-based Servers if applicable to the SaaS platform.	P	
Monitor communications and support communications troubleshooting activities for the SaaS.	P	
Perform software upgrade activities if required.	P	
Maintain and administer the SaaS Server databases.	P	
Manage upload and submission of meter data files; work with Itron when problems are identified.		P
Provide and maintain a Secure FTP or equivalent if included in the SOW.	P	
Perform regular system, database, and custom component backups in accordance with selected service level.	P	
Maintain the applicable standard operating procedures and run books to maintain, monitor and operate the hosted environment.	P	

[END]

Special Terms and Conditions

AMI Essentials (Water and Gas)

The Special Terms and Conditions below apply only to Itron's AMI Essentials (Water and Gas) Service Offering:

1   Mobile Device Software

(a) License Grant. Subject to the terms of the Agreement, Itron grants Customer a limited, non-exclusive, and non-transferrable license to download, install, and use Itron's Temetra Mobile application and any associated drivers provided by Itron (collectively, the "**Mobile Device Software**") on Itron-approved mobile devices owned or otherwise controlled by Customer (each a "**Mobile Device**") strictly in accordance with the Agreement and the Documentation.

(b) License Restrictions. Customer shall not: (a) copy the Mobile Device Software; (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Mobile Device Software; (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Mobile Device Software or any part thereof; (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Mobile Device Software, including any copy thereof; or (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Mobile Device Software, or any features or functionality of the Mobile Device Software, to any third party for any reason.

(c) Directives. To the extent directive 2009/24/EC on the legal protection of computer programs or similar legislation or regulation (collectively, the "**Directives**") is applicable, such Directives may provide Customer the right to decompile Software in order to obtain information necessary to achieve the interoperability of an independently created computer program, prior to exercising any such possible rights under the Directives, Customer agrees to (a) first notify Itron of Customer's good faith belief that information necessary to achieve the interoperability of an independently created computer program is not otherwise available and that decompilation is indispensable within the meaning of the Directives; and (b) provide Itron with a reasonable amount of time to respond to Customer regarding the foregoing assertions.

(d) Limited Mobile Device Software Warranty. For a period of ninety (90) days from the date of delivery of the Mobile Device Software to Customer (the "**Warranty Period**"), Itron warrants solely to Customer that the Mobile Device Software will substantially conform in all material respects to the applicable Itron published specifications. As Customer's sole and exclusive remedy for any breach of this warranty, Itron will, at its option, during the Warranty Period set forth in this Section 1(d), repair or replace non-conforming Mobile Device Software to substantially conform to the foregoing warranty, provided that Itron will have no obligation to repair or replace any non-conforming Mobile Device Software if the Agreement has terminated or expired. The foregoing warranty does not apply to non-conformities in the Mobile Device Software due to: (i) modifications not made or approved by Itron in writing; (ii) Customer's or any third party's negligence or intentional acts; (iii) misuse or abuse, including the failure to use or install the Mobile Device Software in accordance with the Documentation; (iv) incorrect data, or data entry or output, as applicable, by Customer or a third party; (v) use with third party software, hardware or firmware not provided or authorized by Itron in writing; (vi) a Force Majeure event; or (vii) viruses or security vulnerabilities introduced into the Mobile Device Software or Customer's systems through no fault of Itron. After the Warranty Period, any Mobile Device Software errors will be addressed under Maintenance Services.

(e) Updates. Itron may from time to time in its sole discretion develop and provide Mobile Device Software updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Based on Customer's Mobile Device settings, when Customer's Mobile Device is connected to the internet either: (a) the Mobile Device Software will automatically download and install all available Updates; or (b) Customer may receive notice of or be prompted to download and install available Updates. Customer shall promptly download and install all Updates and acknowledge and agree that the Mobile Device Software, the Service Offering, or portions thereof may not properly operate should Customer fail to do so. Customer further agrees that all Updates will be deemed part of the Mobile Device Software and be subject to all terms and conditions of the Agreement.

2   Compatible Mobile Devices

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

3   Internet Connectivity; Disclaimer of Liability

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

4   Business Continuity and Disaster Recovery

As it applies to these Special Terms and Conditions, the following shall replace Section 12 ("Business Continuity") and Section 13 ("Disaster Recovery") of the SaaS General Terms and Conditions in its entirety:

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

5   Recovery of System Data

Prior to the end of the Subscription Term, or earlier termination of the Agreement, (the "**Recovery Request Deadline**") Customer may request to Itron in writing to recover system data relating to this Service Offering ("**Recovery Request**"). Provided that Itron has received the Recovery Request from Customer prior to the Recovery Request Deadline, Itron will maintain Customer's access to this Service Offering for a period of three (3) months from Recovery Request Deadline (the "**Recovery Period**"), for the sole purpose of enabling Customer to retrieve the following system data: access account information, meter details, history of index reading data and photographs. Customer may, at no additional cost, export said system data in the standard file format used by this Service Offering, or the format already supported by this Service Offering. At the end of the Recovery Period, the system data will be permanently deleted and will no longer be recoverable. Notwithstanding the foregoing, if Customer fails to pay undisputed amounts due, Itron will have no obligation to maintain system data or Customer's access to this Service Offering following the Recovery Request Deadline. Itron may restore system data (if recoverable) and reinstate Customer's access to this Service Offering upon payment of Itron's then current reinstatement fee.

6   Connectivity

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

7   AMI Essentials Use Restrictions

7.1   Limitations

The following restrictions on Customer's use of AMI Essentials (Water & Gas) are in addition to those set forth in Section 3.2 ("Restrictions on Use") of the SaaS General Terms and Conditions:

(a) Conventional AMI Use Cases

Unless otherwise approved in writing by Itron in accordance with Section 7.1.2 below, Customer will use AMI Essentials (Water & Gas) only for the following conventional AMI use cases: (a) up to four reads per day of the following available read types: no more than twice daily retrieval of interval data, daily reading of meter registers, on-demand reads, meter pings, and (b) up to five Firmware upgrades for the life of the Endpoint. Usage beyond conventional use cases could result in premature battery failure.

(b) New Use Cases

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

8   Service Levels

The read rate service level commitments outlined below are contingent upon Customer's purchase of (and ongoing right to receive) AMI Essentials (Water & Gas) in accordance with the Agreement. The service level commitments do not apply to pilot deployments of AMI Essentials (Water & Gas).

8.1   Service Level Definitions

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

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

8.2   Service Level Report

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

8.3   Service Level Commitment

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

Service Deliverable	Monthly Service Level	Service Level Credit (% of monthly Subscription Fee for applicable Service Offering)
3-Day Billing Read Rate	>98.5%	0%
	96% - 98.5%	4%
	94% - 96%	10%
	< 94%	20%

8.4   Monthly Credit Limit

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

9   Fees and Invoicing

The One-Time Setup Fee and Subscription Fees for the AMI Essentials (Water & Gas) Service Offering will be invoiced and paid in accordance with Section 4.2 ("Fees and Invoicing") of the SaaS General Terms and Conditions, provided that: (a) during deployment of the quantity of Endpoints specified in the applicable Subscription Fees (the "**Deployment Period**") and until the first anniversary of the Service Offering Commencement Date following the Deployment Period, the SaaS Billing Cycle and each Subscription Term will be consecutive periods of three calendar months commencing at the end of the calendar month in which the Service Offering Commencement Date occurs, (b) Itron will invoice Customer for Subscription Fees for each Subscription Term in advance upon the commencement of each SaaS Billing Cycle, and (c) Itron will not be required to provide Customer with a renewal notice.

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

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

to provide AMI Essentials (Water & Gas) are expressly contingent upon Customer's full performance of all responsibilities assigned to Customer.

P=Primary responsibility

S=Support responsibility

Description of Service or Deliverable	Itron	Customer
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, or equivalent, where it can be retrieved by Customer as needed.	P	
Manage files on the SFTP server where any export files are delivered. If the SFTP server is Itron's, files should be downloaded nightly and files 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 for specific groups of non-communicating Endpoints affected by a common network issue and coordinate field order with Customer as needed.	P	S
Perform scheduling of Endpoint interrogations including file delivery and delivery of Data Collection Platform standard reports.	P	
Notify Itron in advance when additional devices are planned to be installed. Perform Meter field maintenance; close work orders with Itron.		P
Perform Network Device and Endpoint repair, replacement, or relocation as required.		P
Perform RMA, Processing, Tracking and Performance Reporting for Endpoints and Network devices.	S	P
Administration of the Managed Services platform applications to Service Levels.	P	

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

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

P=Primary responsibility

S=Support responsibility

Description of Service or Deliverable	Itron	Customer
Submit user access requests for new users and deletion notifications for users no longer involved with the managed system.		P
Provide immediate notification in the event of a Customer employee termination for those with access to the managed system.		P
Provide immediate notification in the event of an Itron employee termination for those with access to the SaaS.	P	
Maintain skill sets necessary to properly support the require Managed Services platform technologies.	P	
Maintain skill sets necessary to properly support the required Managed Services platform Field operations.		P
Administer and monitor servers including but not limited to utilization of CPU, memory, IOPs, and disk space.	P	
Manage and troubleshoot the secure network infrastructure components and processes (if applicable).	P	
Administer associated Linux, Unix, and Windows operating systems.	P	
Apply Operating System and other 3rd party security patches and critical updates as appropriate.	P	
Update security appliances (if applicable) with new Endpoint related security files.	P	

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

[END]

Special Terms and Conditions

AMI Essentials (Electric)

The Special Terms and Conditions below apply only to Itron's AMI Essentials (Electric) Service Offering:

1   AMI Essentials Electric – Descriptive Overview

When Customer subscribes to AMI Essentials Electric, as part of the overall Service Offering Itron will provide SaaS for the applicable Software and procure wireless connectivity for Available Endpoints on Customer's behalf subject to terms and conditions between Itron and the applicable third-party carrier. AMI Essentials Electric is only available for UIQ: Advanced Metering Manager, Meter Program Configurator, and Control Platform Software, provided that Customer has paid all applicable Fees.

1.1   AMI Essentials Electric – Definitions

The following defined terms are applicable to these Special Terms and Conditions for AMI Essentials (Electric):

Anchor Read means the "register value" stored once daily in a register in the Communication Module as installed in the Endpoint (usually at midnight).

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

Endpoint has the meaning set forth in the SaaS General Terms and Conditions.

Equipment has the meaning set forth in the Equipment Addendum.

Optimization means the optional procedure by which the layout of the network Equipment configuration and implementation have been validated ("**Optimized**") by performing active and passive tests to confirm that performance and redundancy meet the design specifications and other requirements of the Agreement. If purchased by Customer and all applicable fees have been paid, Optimization will be executed on an area-by-area basis (or specified portion thereof), after all network Equipment is installed and a minimum of 98% of the metering Endpoints have been deployed to achieve the required level of saturation of the area.

Provisioned, with respect to an Endpoint, means the Endpoint is located in an area of the neighborhood area network (NAN) and in any of the following operational states within the UIQ System: "active," "inactive," or "disconnected,", and not: (i) in a "new," "discovered," "installed," "initializing," "unreachable" or "init failed" state; or (ii) in the process of being deployed or being repaired under warranty. Endpoint operational states are defined in the Meter Lifecycle Reference document.

Service Level Trigger means satisfaction of the particular condition(s) noted in these Special Terms and Conditions below upon which the applicable service level will start to be enforceable and reported on.

2   Service Levels - AMI Essentials (Electric)

The service levels outlined below are available only if Customer has paid all applicable fees.

2.1   Monthly File Delivery Service Level

(a) Service Level Trigger
The Service Level Trigger for the Monthly File Delivery Service Level occurs upon the Service Offering Commencement Date.

(b) Service Level
"**File Delivery**" for the purposes of this <u>Section 4.1</u>, is a measure of the performance of Itron's or its provider's systems to deliver register read and interval read consumption data collected from Available Endpoints to Customer in agreed-upon formats, at an agreed-upon intervals for Software that collects and delivers data. The monthly File Delivery percentage service level with respect to Itron SaaS Applications ("**Monthly File Delivery Service Level**") will meet or exceed 99% each month (for ease of understanding, this means the file is successfully delivered every day of the month). Itron records and the data contained in the file is measured to the agreed to Itron hosted location and will be the sole basis for all File Delivery performance measurements and calculations with respect to the Monthly File Delivery Service Level for Available Endpoints.

2.2   Read Rate Service Levels
Read Rate service levels are only available if Customer has purchased AMI Essentials Electric, Optimization Services, and Device Monitoring Services, and paid all applicable fees.

(a) Service Level Trigger
The Service Level Trigger for the Read Rate Service Level occurs the Service Offering Commencement Date.

(b) Service Level
The average monthly Read Rate will meet or exceed 99% each calendar month ("**Read Rate Service Level**"). Itron records and data will be the sole basis for all Read Rate measurements and calculations. "**Read Rate**" means the percentage of Available Endpoints from which register read data has been collected over a rolling 3-day period, measured for each calendar day.

2.3   Read and Demand Service Level
Read and Demand service levels are only if Customer has purchased AMI Essentials Electric, Optimization Services, and Device Monitoring Services, and paid all applicable fees.

(a) Data Read Service Level
  Service Level Trigger. The Service Level Trigger for the Data Read Service Level occurs when the applicable Endpoints are Provisioned and Optimized. As each additional area is Optimized, Itron will identify the Endpoints that will be added to the set of Provisioned and Optimized Endpoints subject to the Data Read Service Level.

  Service Level. For newly available data on the Communication Module, the UIQ System will gather and process Anchor Reads and interval reads from Provisioned and Optimized Endpoints and deliver, via the "export" mechanism of the UIQ System, at least ninety-nine percent (99.0%) of Anchor Reads captured at midnight and of interval reads captured each day, by 6:00 a.m. local time the next day, and at least ninety-nine percent (99.5%) of Anchor Reads captured at midnight and of interval reads captured each day, by 2:00 p.m. local time the next day ("**Data Read Service Level**").

(b) On Demand Read Service Level
  Service Level Trigger. The Service Level Trigger for the On-Demand Read Service Level occurs when the applicable Endpoints are Provisioned and Optimized. As each additional area is Optimized, Itron will identify the Endpoints that will be added to the set of Provisioned and Optimized Endpoints subject to the On-Demand Read Service Level.

  Service Level. The UIQ System will successfully execute at least (98.0%) of all (i) on-demand read, (ii) on-demand remote connect and (c) on-demand remote disconnect requests made by Customer for Provisioned and Optimized Endpoints which are actively communicating ("**On-Demand Read Service Level**"). An on-demand request is a single transaction to a single Endpoint, initiated by a single user of the UIQ system. An on-demand read request does not include batch read jobs targeted at multiple Endpoints (e.g. "read all unread meters") or read operations used to detect scope of outages and/or determine whether an outage is over. For the purposes of calculating this Service Level, multiple attempts to connect with a single device within a twenty (24) hour period will count as one failed attempt; on-demand read requests (single or batch) targeted at an Endpoint which was not read in previous 24 hours will be excluded; and on-demand read jobs initiated by system-level accounts ("root" and "UIQ") will be excluded. Service level credits will apply only if there is a minimum of 2,000 on-demand requests in the applicable month.

3 Fees and Invoicing

The One-Time Setup Fee and Subscription Fees for the AMI Essentials (Electric) Service Offering will be invoiced and paid in accordance with Section 5 ("Fees and Invoicing") of the SaaS General Terms and Conditions, provided that: (a) during deployment of the quantity of Endpoints specified in the applicable Subscription Fees (the "**Deployment Period**") and until the first anniversary of the Service Offering Commencement Date following the Deployment Period, the SaaS Billing Cycle and each Subscription Term will be consecutive periods of three calendar months commencing at the end of the calendar month in which the Service Offering Commencement Date occurs, (b) Itron will invoice Customer for Subscription Fees for each Subscription Term in advance upon the commencement of each SaaS Billing Cycle, and (c) Itron will not be required to provide Customer with a renewal notice.

4 AMI Essentials Electric - Daily Operational Roles & Responsibilities

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

P=Primary responsibility

S=Support responsibility

Description of Service or Deliverable	Itron	Customer
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, or equivalent, where it can be retrieved by Customer as needed.	P	
Manage files on the SFTP server where any export files are delivered. If the SFTP server is Itron's, files should be downloaded nightly and files 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 for specific groups of non-communicating Endpoints affected by a common network issue and coordinate field order with Customer as needed.	P	S
Perform scheduling of Endpoint interrogations including file delivery and delivery of Data Collection Platform standard reports.	P	
Notify Itron in advance when additional devices are planned to be installed. Perform Meter field maintenance; close work orders with Itron.		P
Perform Network Device and Endpoint repair, replacement, or relocation as required.		P
Perform RMA, Processing, Tracking and Performance Reporting for Endpoints and Network devices.	S	P
Administration of the Managed Services platform applications to Service Levels.	P	

5 AMI Essentials Electric – Environmental Management Roles & Responsibilities

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

P=Primary responsibility

S=Support responsibility

Description of Service or Deliverable	Itron	Customer
Submit user access requests for new users and deletion notifications for users no longer involved with the managed system.		P
Provide immediate notification in the event of a Customer employee termination for those with access to the managed system.		P

Description of Service or Deliverable	Itron	Customer
Provide immediate notification in the event of an Itron employee termination for those with access to the SaaS.	P	
Maintain skill sets necessary to properly support the require Managed Services platform technologies.	P	
Maintain skill sets necessary to properly support the required Managed Services platform Field operations.		P
Administer and monitor servers including but not limited to utilization of CPU, memory, IOPs, and disk space.	P	
Manage and troubleshoot the secure network infrastructure components and processes (if applicable).	P	
Administer associated Linux, Unix, and Windows operating systems.	P	
Apply Operating System and other 3rd party security patches and critical updates as appropriate.	P	
Update security appliances (if applicable) with new Endpoint related security files.	P	
Maintain and troubleshoot third party software issues required for Managed Services platform operations, work with third party to troubleshoot as required.	P	
Maintain anti-virus on all windows-based servers.	P	
Perform the initial Network Devices configuration.	P	
Monitor Network and Endpoint communications and support metering and communications troubleshooting activities for the Managed Services platform.	P	
Support solution upgrade activities.	P	
Maintain and administer the Managed Services platform server databases.	P	
Establish and manage the wireless backhaul contracts and accounts if applicable.	P	
Support Customer's technical operations department to handle Endpoint and Network field exceptions.	P	
Manage upload and submission of meter data files; work with Itron when problems are identified.		P
Provide and maintain a Secure FTP.	P	
Perform regular system, database, and custom component backups in accordance with selected service level.	P	
Develop and maintain related standard operating procedures.	P	
Manage Endpoint firmware revisions, including coordination and scheduling of firmware downloads as necessary (for Itron manufactured devices only with Itron provided firmware).	P	
Monitor Endpoint communications, reporting, and troubleshoot Managed Services platform issues as necessary.	P	
Manage Endpoint manufacturing and security files for all necessary solution components, troubleshoot and coordinate with manufacturing as needed.	P	
Develop, maintain and utilize system operations clock, standard operations procedures, and daily checklists for Itron operators and administrators.	P	

[END]

Special Terms and Conditions

OpenWay Collection Engine (OW-CE), OpenWay Collection Manager (OW-CM), Itron Enterprise Edition and MV-90xi

The following Special Terms and Conditions contained within this attachment apply to Itron's SaaS Service Offering for – OpenWay Collection Engine (OW-CE) and OpenWay Collection Manager (OW-CM):

1 Definitions
The following defined terms are applicable to these Special Terms and Conditions:

Available Endpoint means an Endpoint which meets the following criteria: (a) the Endpoint, if installed by Customer, has been properly installed, (b) Customer has provided all necessary and correct information for Itron to properly provision the Endpoint in Itron's data collection platform (c) the Endpoint is communicating with Itron's data collection platform and a register read has been received from the Endpoint for three (3) consecutive days. An Endpoint will not be considered an Available Endpoint if any of these conditions have not been met; or (a) if an exception is detected by Itron or reported by Customer, but the exception cannot be resolved remotely, (b) the Endpoint if it is under field investigation, or (c) cellular carrier outages.

2 Service Levels

2.1 Read Rate Service Levels

(a) Service Level Applicability
The Read Rate Service Level set forth in this Section 2.1 applies to the Itron Software identified in the following table for which Customer has purchased and paid all applicable Fees:

Itron Software Eligible to Receive Read Rate Service Level
OpenWay Collection Engine (CE)
OpenWay Collection Manager (CM)

(b) Service Level Trigger
The Service Level Trigger for the Read Rate Service Level occurs upon system acceptance as defined in the applicable Statement of Work.

(c) Service Level
The average monthly Read Rate will meet or exceed 99% each calendar month ("Read Rate Service Level"). Itron records and data will be the sole basis for all Read Rate measurements and calculations. "Read Rate" means the percentage of Available Endpoints from which register read data has been collected over a rolling 3-day period, measured for each calendar day.

(d) Service Level Credits
Subject to the service level exclusions set forth in Section 7.1 ("**Service Level Exclusions**") of the General SaaS Terms and Conditions, Customer will be entitled to the following credits as its sole and exclusive remedy for Itron's failure to meet the foregoing Read Rate Service Level:

Read Rate Service Level Credits (production environments only)	
Number of Daily Failures in the Applicable Month	Credit (% of monthly Subscription Fee with respect to the applicable Managed Services Service Offering)
≥99.0% and <99.5%	2%
≥98.0% and <99.0%	4%
≥96.5% and <98.0%	10%
≥95.0% and <96.5%	12.5%
<95.0%	30%

2.2   Monthly File Delivery Service Level

(a) Service Level Applicability

The Monthly File Delivery Service Level for Available Endpoints set forth in this Section 2.2 apply to the Itron Software identified in the following table for which Customer has purchased Managed Services and paid all applicable fees:

Itron Software Eligible to Monthly File Delivery Service Level	
OpenWay Collection Engine (CE)	Itron Enterprise Edition
OpenWay Collection Manager (CM)	MV-90 xi

(b) Service Level Trigger
The Service Level Trigger for the Monthly File Delivery Service Level occurs upon system acceptance as defined in the applicable Statement of Work.

(c) Service Level
"**File Delivery**" for the purposes of this Section 2.2, is a measure of the performance of Itron's or its provider's systems to deliver register read and interval read consumption data collected from Available Endpoints to Customer in agreed-upon formats, at an agreed-upon intervals for Software that collects and delivers data. The monthly File Delivery percentage service level with respect to Itron SaaS Applications ("Monthly File Delivery Service Level") will meet or exceed 99% each month (for ease of understanding, this means the file is successfully delivered every day of the month). Itron records and the data contained in the file is measured to the agreed to Itron hosted location and will be the sole basis for all File Delivery performance measurements and calculations with respect to the Monthly File Delivery Service Level for Available Endpoints.

(d) Service Level Credits
Subject to the service level exclusions set forth in Section 7.1 ("Service Level Exclusions") of the General SaaS Terms and Conditions, Customer will be entitled to the following credits as its sole and exclusive remedy for Itron's failure to meet the foregoing Monthly File Delivery Service Level for Available Endpoints:

Monthly File Delivery Service Level Credits (production environments only)	
File Delivery performance	Credit (% of monthly Subscription Fee for applicable SaaS Application)
≥99.0% and <99.5%	2%
≥98.0% and <99.0%	4%
≥96.5% and <98.0%	10%
≥95.0% and <96.5%	12.5%
<95.0%	30%

[END]