

AN ORDINANCE TO AUTHORIZE AND APPROVE THE FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF WILMINGTON AND ITRON, INC. FOR MOBILE AUTOMATED METER READING OPERATIONS AND SYSTEM MAINTENANCE TO TRANSITION FROM AUTOMATED METER READING TO ADVANCED METERING INFRASTRUCTURE

#0166

Sponsor:

**Council
Member
Oliver**

WHEREAS, pursuant to Section 2-308 and Section 8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of personal property or the rendering of services for a period of more than one year if approved by City Council by ordinance; and

WHEREAS, the City entered into a five-year professional services agreement with Itron, Inc. (“Itron”) for mobile automated meter reading operations and systems maintenance for the period from July 1, 2015 through June 30, 2020 (the “Agreement”), a copy of which is attached as Exhibit A to Ordinance No. 15-021; and

WHEREAS, the City and Itron entered into a five-year extension of the Agreement for the period from July 1, 2020 through June 30, 2025, which was approved by City Council via Ordinance No. 20-027; and

WHEREAS, the City and Itron entered into another three-year extension of the Agreement for the period from July 1, 2025 through June 30, 2028, which was approved by City Council via Ordinance No. 25-046; and

WHEREAS, the City and Itron would like to amend the Agreement to revise the scope of services to transition from automated meter reading (AMR) to advanced metering infrastructure (AMI) at the estimated price of Three Million Three Hundred Ninety Thousand Six Hundred Sixty-Seven Dollars (\$3,390,667.00), as set forth in the First Amendment (the “Amendment”), a copy of which, in substantial form, is attached hereto and incorporated by reference herein as Exhibit “A”; and

WHEREAS, it is the recommendation of the Department of Public Works that City Council authorize the City to enter into the Amendment; and

WHEREAS, City Council deems it necessary and appropriate to authorize the City to enter into the Amendment.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON
HEREBY ORDAINS:**

SECTION 1. The Amendment to the Agreement (being the professional services agreement with Itron for mobile automated meter reading operations and systems maintenance) to transition from automated meter reading (AMR) to advanced metering infrastructure (AMI), a copy of which, in substantial form, is attached hereto and incorporated by reference herein as Exhibit “A”, at an estimated price of Three Million Three Hundred Ninety Thousand Six Hundred Sixty-Seven Dollars (\$3,390,667.00), is hereby approved, and the Mayor, or his designee, is hereby authorized to execute the Amendment, as well as to take all additional undertakings related thereto as may be necessary.

SECTION 2. This Ordinance shall become effective upon its passage by City Council and approval by the Mayor.

First Reading.....January 15, 2026
Second Reading..... January 15, 2026
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved as to form this 15th
day of January, 2026.

Elizabeth D. Power
Senior Assistant City Solicitor

Approved this ____ day of _____, 2026.

Mayor

SYNOPSIS: This Ordinance authorizes the City to execute a first amendment to a professional services agreement with Itron, Inc. for mobile automated meter reading operations and system maintenance to transition from automated meter reading (AMR) to advanced metering infrastructure (AMI) for collection of water meter usage information from City water meters.

FISCAL IMPACT STATEMENT: The fiscal impact of this Ordinance is a contract amendment at an estimated price of Three Million Three Hundred Ninety Thousand Six Hundred Sixty-Seven Dollars (\$3,390,667.00).

W0130942

EXHIBIT A

First Amendment

This First Amendment (this "**Amendment**") is entered into this ____ day of _____ 2026, to be effective upon the date of the last signature by either party ("**Amendment Effective Date**"), by and between Itron, Inc. ("**Itron**") and the City of Wilmington, Delaware ("**Customer**").

RECITALS

WHEREAS, Itron and Customer entered into that certain Professional Services Agreement for Mobile Automated Meter Reading Operations and System Maintenance dated July 1, 2015 (the "**Agreement**");

WHEREAS, the parties have previously entered into two (2) extensions of the Agreement, the most recent of which contained some minor amendments and extended the Agreement for an additional three (3) years commencing on July 1, 2025 and ending on June 30, 2028; and

WHEREAS, the parties wish to amend the Agreement to transition from automated meter reading to advanced metering infrastructure by adding the Maintenance and Support Services Addendum, Software-as-a-Service ("**SaaS**") Addendum and Pricing, and Statement of Work (Itron Temetra Under Exelon Canopy Implementation – Direct).

NOW, THEREFORE, in consideration of the mutual promises and obligations below, Itron and Customer agree, with the intent to be legally bound, to the foregoing recitals and as follows:

1. Capitalized terms used herein that are not otherwise defined in this Amendment shall have their meanings specified in the Agreement.
2. The Maintenance and Support Services Addendum and the SaaS Addendum, attached to this Amendment as Exhibit A, are hereby incorporated into the Agreement.
3. The Pricing Summary Q-00012826 dated November 20, 2025 attached to this Amendment as Exhibit B, is hereby incorporated into the Agreement.
4. The Statement of Work (Itron Temetra Under Exelon Canopy Implementation – Direct), attached to this Amendment as Exhibit C, is hereby incorporated into the Agreement.
5. Except as otherwise expressly modified in this Amendment, all other terms and conditions of the Agreement, as previously extended and amended, shall remain unchanged and in full force and effect. In the event of a conflict between this Amendment and the Agreement, this Amendment shall control.
6. This Amendment may be executed in counterparts, which may be delivered by email, facsimile transmission or similar means.

INTENDING TO BE LEGALLY BOUND, each party represents and warrants that it has all necessary power and authority to enter into this Amendment to the Agreement to be effective as of the Amendment Effective Date. **AGREED:**

Itron, Inc.

Customer

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A

Attachment 5 - MAINTENANCE AND SUPPORT SERVICES ADDENDUM

1. Relationship to the Agreement

This Addendum is governed by the Agreement and applicable Order Documents. If there is any inconsistency between the Agreement 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 Agreement:

Annual Adjustment means Itron's annual price increase.

Annual Fees means the annual Fees identified in an Order Document for each category of Covered Product, plus the Annual Adjustment, if any.

Client Services Guidelines Documents means the following documents as they may be updated by Itron from time to time: "Itron Equipment Repair Center Locations", and "Working Effectively with Itron Global Customer Support Services". Copies of the Client Services Guidelines Documents may be obtained by calling Itron Global Customer Support Service at +1(877) 487-6602 or such other number or process provided by Itron to Customer.

Covered Equipment means Itron equipment identified in an Order Document for which Customer has purchased Maintenance Services.

Covered Firmware means Itron's network and application firmware embedded within a communicating device identified in an Order Document (e.g., network interface cards, meters, endpoints, network equipment, etc.) for which Customer has purchased firmware Maintenance Services.

Covered Products mean Covered Firmware, Covered Software, Covered Equipment and Third Party Covered Products.

Covered Software means Itron software identified in an Order Document for which Customer has purchased Maintenance Services.

Error means a material failure of Covered Firmware or Covered Software to comply with applicable published Itron specifications.

Fix means a correction or workaround for an Error.

Global Support Services means those support services provided by Itron technical representatives via telephone, email, website or other means to assist Customer's Primary Service Contacts with questions or issues related to the operation of Covered Products.

Improvement means an update, modification, enhancement and/or extension to Covered Software functionality that is included in a Release.

M&S Commencement Date means the date upon and after which a Covered Product will be entitled to receive Maintenance Services, which unless otherwise provided in the applicable Order Document, will be as follows:

Covered Product	M&S Commencement Date
On premise Covered Software	Itron DI Applications: Date Itron DI Application is initially allocated in the DI Platform for Customer endpoint download following receipt of an accepted Purchase Order. Other Itron Software: First day of month following date Covered Software is made available to Customer
Covered Firmware	Date of shipment of the applicable communicating device
Covered Software provided as Software-as-a-Service or Hybrid SaaS subscription	The earlier of: (a) the date on which Itron validates the implementation of the Service Offering under an applicable Statement of Work, or (b) the first day of the month following the date on which (i) the application system setup is complete and (ii) the Customer has

Covered Product	M&S Commencement Date
	received valid access credentials for such Service Offering
Covered Equipment	End of warranty period
Third Party Covered Products	Per applicable third-party service provider terms and conditions

Maintenance Billing Cycle means each one (1) year period that begins on the first M&S Commencement Date under the Agreement or any anniversary of that date. For clarity, there is only one Maintenance Billing Cycle for all Maintenance Services.

Maintenance Services means services provided under this Addendum.

Operating Condition means performance in accordance with applicable published Itron specifications.

Primary Services Contacts means Customer's primary support staff who provides internal support to Customer's operations personnel and who are key interface to Itron for all Maintenance Services.

Release means a collection of Fixes and / or Improvements made available by Itron to Customer.

Service Levels means the defined level of impact and associated response time, effort level, and escalation path procedures and guidelines described in Attachment 1 to this Addendum.

Service Offering has the meaning set forth in the Software-as-a-Service Addendum.

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

Third Party Covered Products means third-party equipment and third-party software identified in an Order Document for which Customer has purchased Maintenance Services.

3. Principal Services Contacts

3.1 Designation by Customer

Customer shall designate a minimum of one (1) and not more than two (2) Primary Services Contacts for each Covered Product line, to serve as administrative liaisons for all matters pertaining to Maintenance Services for such Covered Product line and shall provide their contact information to Itron's customer account representative. Primary Services Contacts shall promptly report problems with Covered Products by submitting a Service Request for entry into Itron's support tracking system. Although it is Customer's sole right to choose its Primary Services Contacts, Customer and Itron acknowledge that each Primary Services Contact must have the appropriate technical skills and training for the position. If Customer replaces a Primary Services Contact, Customer will provide updated contact information to Itron's customer account representative, and the new Primary Services Contact will be properly trained prior to interfacing with Itron support personnel.

3.2 Training of Principal Services Contacts

Before a Primary Services Contact interfaces with Itron support personnel, he/she will attend training sessions offered by Itron, an Itron-approved trainer, or Customer's training program approved by Itron to ensure that the Primary Services Contact is (i) knowledgeable about operation of the applicable Covered Products, and (ii) qualified to perform problem determination and remedial functions with respect to such Covered Products. Customer may perform Itron-approved training or may engage Itron to perform training of Primary Services Contacts at Itron's then current rates. Itron will make training sessions available by remote video conference or training will be made available at a location or in a manner mutually agreed by the Parties. Customer shall be responsible for all Customer's associated travel-related expenses and, if the Parties agree that training will be provided at a location other than an Itron-designated facility (e.g., at a Customer-proposed facility), Customer will also reimburse Itron's travel-related expenses. The Primary Services Contacts must have the skills and capabilities to train other Customer personnel on Covered Products. Itron may update Covered Product training from time to time and, upon receiving notice of such updates from Itron, Customer shall promptly provide such training to its Primary Services Contacts in accordance with this Section.

4. Global Support Services & Service Requests

4.1 Global Support Services

Itron will make support representatives available to provide technical support during its then current normal business hours as set forth in the Client Services Guidelines Document. Global Support Services include troubleshooting & problem diagnosis relating to Covered Products; release or system management consulting; and recommendations for fully utilizing Covered Products. Customer acknowledges and agrees that Global Support Services are not intended as

a substitute for training of Customer personnel, field support, or Itron professional services. Nor will Customer use Global Support Services in lieu of having qualified and trained support personnel of its own.

4.2 Service Request Process

Customer shall submit Service Requests in the manner required by the Client Services Guidelines Documents and Service Levels. When Customer submits a Service Request, Customer will reasonably assess its business urgency according to the appropriate Severity Level in Attachment 1 to this Addendum. Itron will designate the initial Severity Level and the Parties will resolve any perceived gap regarding the Severity Level designation as soon as is reasonably practical. Customer may submit Service Requests on a 24/7/365 basis and Itron will respond to such Service Requests in accordance with the Service Levels.

4.3 Field Support

At Customer's request, and Itron's approval, Itron will dispatch support personnel to Customer's location to provide onsite Global Support Services ("Requested Field Support") related to a reported problem which cannot be addressed remotely. Requested Field Support will be billed at Itron's then-current rates, and Customer will reimburse Itron's travel-related expenses, unless the cause of the reported problem is found to be due to an error in the Itron product or service.

5. Itron Firmware and Software Maintenance

5.1 Scope

Firmware Maintenance Services covers its associated Covered Firmware embedded within the applicable communicating device. Software Maintenance Services covers its associated Covered Software sold as: (i) on premise software license, and (ii) Software-as-a-Service or SaaS Hybrid subscription.

5.2 Modifications

Itron may modify or replace Covered Firmware and Covered Software so long as such modifications or replacements do not eliminate key, documented functionality provided by the most current System Release.

5.3 Fixes

Itron shall provide Fixes in accordance with the Service Levels. Itron's obligations with respect to Service Levels are contingent upon Customer (i) devoting the necessary resource effort required to support of Itron restoring the system and remediating the Error, (ii) responding to requests made by Itron within the applicable Response Time, (iii) assigning only qualified personnel to help Itron address the Error, and (iv) providing all information, access, and assistance reasonably requested by Itron to address the Error.

5.4 Improvements

Itron shall provide Improvements, if any, at no charge to Customer if such Improvements are made within the current product specifications and are made available to Itron customers generally at no charge. Improvements released as new add-on modules/features and not part of the product's original specifications, may require additional licensing and support fees and will be made available at Itron's then current rates.

5.5 Software Releases

5.5.1 Release Numbering Convention. Upgrades, Fixes and/or Improvements are made available to customers through periodic Software Releases. For informational purposes, Itron's current practice (which may vary and be changed by product, at any time in Itron's discretion) is to provide Software Releases using the numbering guideline, "X.X.X.X"

5.5.2 The first place, "X.X.X.X", in Itron's numbering convention refers to a "Major Release", or "System Release", which consists of a new version of Covered Software. A Major Release may include architectural changes, Improvements, Fixes and / or interfaces to new functional modules or platforms. A Major release may require infrastructure or component updates which affect compatibility with previous release versions.

5.5.3 The second place, "X.X.X.X", in Itron's numbering convention refers to a "Minor Release, which is an update to a current Major Release. A Minor Release may include consolidation of previous Service Packs, Improvements, Fixes, platform / 3rd party updates. Minor Release are provided to Itron customers on a regularly scheduled basis.

5.5.4 The third place, "X.X.X.X", in Itron's numbering convention refers to a "Service Pack, which is an update to specific modules found in a current Major Release. A Service Pack may include Fixes to Severity 1 - Severity 4 issues for a specified Minor or Major Release.

5.5.5 The fourth place, "X.X.X.X", in Itron's numbering convention refers to a "Hot Fix," which is an un-scheduled release provided to one or more customers as a short-term, temporary fix to a critical Severity Level 1 Error. While not utilized by all Itron software product lines, Hot Fix releases are not made available to Itron customers generally but may be included in the next scheduled Minor Release or Service Pack for general release.

5.6 Support for Covered Firmware

Itron will only provide Maintenance Services for Covered Firmware if Customer: (i) is current on all applicable Fees for such Maintenance Services, (ii) tests and installs the latest Covered Firmware Fix within twelve (12) months of it being made available to Customer, and (iii) tests and installs the latest Covered Firmware Improvement within twenty-four (24) months of being made available by Itron.

5.7 Support for On Premise Itron Enterprise Edition, OpenWay and GenX Software

Itron will only provide Maintenance Services for on premise Itron Enterprise Edition and OpenWay software if Customer: (i) pays the applicable fees for such Maintenance Services, (ii) tests and installs Service Pack Releases associated with the Major or Minor Release in use by Customer within twelve (12) months of such Service Pack Releases being made available to Customer, and (iii) tests and installs the latest Major or Minor Releases within twenty-four (24) months to thirty-six (36) months of such Software Release being made available by Itron.

5.8 Support for Other On Premise Covered Software

Itron will only provide Maintenance Services for other on premise Covered Software if Customer: (i) pays the applicable fees for such Maintenance Services, and (ii) tests and installs Major, Minor and Service Pack Releases within twelve (12) months of such Software Releases being made available by Itron.

5.9 Support for SaaS or IaaS

Itron will only provide Maintenance Services for Covered Software sold as a Software-as-a-Service or Hybrid SaaS subscription if Customer: (i) is current on all applicable fees for such Software-as-a-Service or SaaS Hybrid subscription and related Maintenance Services, and (ii) tests a Release as installed by Itron either in Customer's production Software-as-a-Service or Hybrid SaaS environment, or in Customer's funded non-production Software-as-a-Service or Hybrid SaaS environment, prior to Customer's full production use of the Release.

5.10 Support for Unsupported Itron Software and Firmware

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

5.11 Mandatory Revisions

Customer must install all software and firmware updates, patches, and service packages provided by, or as directed by, Itron from time to time and which may be required to correct errors, vulnerabilities, third-party concerns, or as otherwise necessary to ensure proper functioning of the Covered Software or to protect the interests of the Parties ("**Mandatory Revisions**"). ITRON IS NOT LIABLE FOR ANY CUSTOMER OR THIRD-PARTY DAMAGES RESULTING SOLELY FROM CUSTOMER'S FAILURE TO INSTALL ANY MANDATORY REVISION IN A TIMELY MANNER.

5.12 Installation Services for On Premise Releases

Maintenance Services for on premise Covered Software and Covered Firmware includes the following Release installation services: limited, remote consulting support, during standard business hours, for Covered Software and Covered Firmware on Itron-approved server configurations for one production server and one non-production server (test, training, or back-up – for example) owned / operated by Customer. At Customer's request, Itron may provide on premise Software Release installation services for System Releases or Service Packs on current certified production servers, additional production servers or nonproduction servers, at its then-current rates. Itron will install Releases to Covered Software sold as a Software-as-a-Service or Infrastructure-as-a-Service subscription in accordance with the applicable terms and conditions for such services.

5.13 Restoring Firmware or Software to Maintenance Services

If Customer declines or discontinues Maintenance Services for Covered Firmware or Covered Software and thereafter wishes to resume such Maintenance Services for the most recent Release of that Covered Firmware or Covered Software, Customer shall, prior to receiving Maintenance Services, notify Itron in writing of its request for Maintenance Services and pay Itron's then-current re-initiation fee, which shall not exceed an amount equal to all Annual Fees that would have been invoiced for the applicable Covered Firmware or Covered Software if Customer had not elected to decline or discontinue Maintenance Services for that Covered Firmware or Covered Software, plus a five percent (5%) markup, in addition to prorated Annual Fees for the then-current Maintenance Billing Cycle.

5.14 Exclusions

Itron shall have no obligation to provide Maintenance Services for, or liability to Customer for Covered Software adversely affected by (i) use of Covered Firmware or Covered Software by anyone other than Itron in combination with software, equipment, or communications networks not referenced in the Documentation as being compatible with the Covered Firmware or Covered Software; (ii) modification or recompiling of Covered Firmware or Covered Software or Covered Software installation instructions / installation scripts or database schema scripts, or improper installation of a Release, by anyone other than Itron, (iii) failure to perform customer responsibilities describe in this Addendum, (iv) use of an unsupported version of Covered Firmware or Covered Software by anyone other than Itron; (v) Customer's failure to implement a Mandatory Revision; (vi) maintenance and/or support of Covered Firmware or Covered Products other than by Itron; (vii) viruses introduced through no fault of Itron; or (viii) network or communication link failures.

5.15 Documentation and Backup

Itron will make an electronic copy of the Documentation available to Customer at no additional charge via physical media or download access. Itron will also maintain a copy of its most recent supported version of executable Covered Firmware and on premise Covered Software to be made available to Customer or installed by Itron as necessary in the event of corrupted or inoperative Covered Firmware or on premise Covered Software. Said copy of executable Covered Firmware or on premise Covered Software or Third-Party software does not relieve Customer of its responsibility to backup and manage its Covered Firmware or on-premise software installation as part of ongoing system operation.

5.16 Customer Responsibilities

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

5.16.1 Service Requests

Customer will support Itron investigation and restoration efforts as defined in the Service Level table and will act upon / implement support solutions and workarounds recommended by Itron in a timely fashion. When escalating a Service Request with Itron, Customer's Primary Service Contact shall collect and provide all data logs, findings, analysis, and any relevant forensic information pertaining to the issue as outlined in Client Services Guideline Documents.

5.16.2 Data Review

If Itron determines that it is necessary to evaluate Customer data to reproduce error conditions not reproducible with Itron's standard test data sets, Customer will provide Itron with reasonable access to such data. Itron shall not be liable for any delay or failure to resolve the problem if access to such Customer data is denied to Itron.

5.16.3 Installation and Upgrades

Customer will engage Itron Global Support Services or their Itron account team for any Covered Firmware or on premise Covered Software installations and upgrades which require support beyond that provided herein.

5.16.4 Remote Access

Customer is responsible for supporting necessary remote access to Covered Firmware or on premise Covered Software by Itron support personnel assigned to provide Maintenance Services for purposes of remote diagnosis and troubleshooting of Covered Firmware or on premise Covered Software. Itron shall not be liable for any delay or failure to resolve a problem if remote access to Covered Firmware or on premise Covered Software is denied to Itron.

5.16.5 System Configuration, Operation and Maintenance

Customer is responsible for the configuration, operation, and maintenance of equipment, system peripherals, operating system, and data communications environment associated with on premise Covered Software. These activities include but are not limited to checking audit logs, clearing discovered exceptions, and performing daily, weekly, and monthly operational tasks and systems responsibilities. Customer is responsible for any change made to Customer's software system, operating system, database or network configuration or any change to installation procedures, scripts, or any other provisions that materially affect the usability or operation of on premise Covered Software. Customer will obtain Itron's written consent prior to making any material changes that may affect the installation or operation of on premise Covered Software.

5.16.6 Network Administration

Customer is responsible to monitor and maintain, repair, replace and upgrade its local, and wide area network components (if any)—including network servers, network clients, network hubs, routers, modems, and other software components necessary for efficient and reliable network operations associated with Covered Firmware or on premise Covered Software—to ensure continued conformance with the applicable published Itron specifications. In addition, Customer is responsible to administer related host names, Internet Protocol addresses, network interfaces, access, security, communications, and equipment and software version control.

5.16.7 Database Administration

Customer is responsible to administer the agreed upon database(s) associated with on premise Covered Software, including hardware and software components, in accordance with the Documentation, which administration shall include, monitoring the database server, backing up electrical power sources, and configuring and administering of database schema, application interfaces, networking operating system, communications, and file transfer software. Customer is responsible to maintain database files (e.g., truncate, cleanup, and delete files consistent with industry standard practices) and perform regular data backup and data archiving.

6. Itron Equipment Maintenance

6.1 Maintenance Procedures

Customer shall initiate a request for Maintenance Services for Covered Equipment by delivering the Covered Equipment to the applicable Itron Certified Repair Center identified on the Itron Equipment Repair Location Table. Customer will

return Covered Equipment at Customer's expense and in accordance with Itron's then-current Return Material Authorization ("RMA") procedures. Upon receipt of Covered Equipment (with the required information) under Itron's RMA procedures, Itron shall assess the item to determine (a) whether it is in fact Covered Equipment and (b) whether the maintenance requested is included within the Maintenance Services ordered by Customer and not otherwise excluded from coverage. If the returned equipment is determined to be Covered Equipment and the maintenance requested is included in the Maintenance Services ordered by Customer, Itron shall (i) perform preventative Maintenance Services necessary to maintain the Covered Equipment in Operating Condition, and (ii) diagnose and correct any failure in the Covered Equipment as necessary to meet Operating Condition, excluding minor cosmetic deficiencies such as blemishes, dents or scratches, and (iii) return the item of Covered Itron Equipment to Customer at Itron's expense within the applicable turnaround time identified on the Itron Equipment Repair Table. If Itron determines that returned equipment is not Covered Equipment or is excluded from the Maintenance Services ordered by Customer, then Itron will proceed in accordance with the estimation fees section below.

6.2 Exclusions

Itron is under no obligation to perform Covered Equipment Maintenance Services in circumstances where the failure or damage is due to: (i) accident, abuse, misuse, inadequate maintenance, problems caused by electrical power surges or acts of God outside of the tolerances set forth in the applicable published Itron specifications; (ii) service or repair processes (including installation or de-installation of equipment, parts, or firmware/software) not performed or authorized by Itron; (iii) use of parts, configurations or repair depots not certified or authorized by Itron; or (iv) Customer's failure to perform material Customer responsibilities in accordance with this Addendum, including caring for Covered Equipment in accordance with applicable Documentation.

6.3 Estimated Fees

Itron will provide Customer with a price quote for the estimated cost (including current inspection fees), including labor, materials and shipping, for any repairs to equipment that are requested, which Itron determines are excluded from or not included within the Maintenance Services ordered by Customer. If Customer elects not to proceed with the requested repair, Itron will return the item of equipment at Customer's expense and Itron may charge Customer its then-current inspection fee.

6.4 Adding/Restoring Equipment to Maintenance Services

Following the Effective Date, additional Covered Equipment purchased by Customer, of a similar type and model already covered under this Addendum, shall automatically be deemed to be Covered Equipment following the M&S Commencement Date. If Customer declines or discontinues Maintenance Services for any Covered Equipment and thereafter wishes to add or restore such equipment as Covered Equipment, Itron may, prior to such equipment being included as Covered Equipment, inspect such equipment at Itron's then current rates to determine whether it is in Operating Condition and/or charge Itron's then current re-certification fee, in addition to prorated Annual Fees for the then-current Maintenance Billing Cycle (the "Re-initiation Costs"). At Customer's request, Itron will provide Customer with a quote for estimated Re-initiation Costs for equipment that Customer wishes to add or restore as Covered Equipment under this Section.

6.5 Equipment Responsibilities

Itron shall make available, and Customer shall obtain, a copy of the Documentation for Covered Equipment and Customer will be responsible to perform preventive maintenance for each such item in accordance with such Documentation. Customer shall also keep accurate records of Covered Equipment serial numbers and locations to assist Itron with performing Maintenance Services.

7. Fees and Invoicing

7.1 Annual Fees

Customer shall pay Annual Fees in advance of each Maintenance Billing Cycle in which it will receive Maintenance Services. Itron may also pass-through price increases for Maintenance Services on Third-Party Covered Products that Itron receives from the third-party service provider on behalf of the Customer.

7.2 Invoicing

Itron will invoice Customer for the first Maintenance Billing Cycle on or after the first M&S Commencement Date. Itron may invoice Customer for Maintenance Services for a Covered Product that is added during any Maintenance Billing Cycle at a prorated amount. Otherwise, Itron will invoice Customer for each subsequent Maintenance Billing Cycle prior to, or upon, commencement of the following Maintenance Billing Cycle.

7.3 Renewal Notice

Itron will provide Customer a renewal notice for Itron Covered Products at least one hundred twenty (120) days prior to the commencement of each Maintenance Billing Cycle. Customer may discontinue Maintenance Services for any Covered Product(s) by providing Itron with written notice of non-renewal no less than ninety (90) days prior to the

commencement of a Maintenance Billing Cycle. Itron will provide Customer a renewal notice for Third Party Covered Products as soon as reasonably practical following Itron's receipt of such notice from the third party service provider.

7.4 Purchase Order

Customer shall submit a Purchase Order to Itron for the quoted amount of Itron Covered Products prior to the commencement of each Maintenance Billing Cycle. Customer shall submit a Purchase Order to Itron for the quoted amount of Third Party Covered Products thirty (30) days prior to the commencement of each Maintenance Billing Cycle. Itron will not renew Third Party Covered Product maintenance for which a Purchase Order has not been provided by Customer.

8. Support for Third Party Products

Itron shall provide first tier Global Support Services for Third Party Covered Products by handling all Customer inquiries, attempting to identify the component involved in the problem and obtaining appropriate documentation of such inquiry or problem. In addition, Itron shall make commercially reasonable efforts to facilitate Customer's receipt of maintenance and support for such Third-Party Covered Products consistent with the third-party maintenance terms identified on the applicable Order Document. Notwithstanding anything else to the contrary, Itron's sole obligation under this Addendum with respect to Third Party Covered Products shall be as set forth in this section.

9. End of Support

Itron may discontinue Maintenance Services for any Covered Equipment, Covered Firmware or Covered Software, effective as of the end of the applicable Maintenance Billing Cycle, by giving Customer written notice of such discontinuance no less than one hundred eighty (180) days prior to the end of such Maintenance Billing Cycle. The end of support date for a Third Party Covered Product shall be the date specified by the applicable third-party service provider, which date will be promptly communicated by Itron to Customer following the date of receipt.

If the end of support date is scheduled within a subsequent Maintenance Billing Cycle, Annual Fees for that subsequent Maintenance Billing Cycle will be pro-rated through the end of support date. At Customer's request, or as defined in a related SaaS addendum / Order Document, Itron may elect to provide custom support for products for which Maintenance Services have been discontinued at Itron's then-current rates.

Periodically, Itron will make available product plan publications, including product information letters (PIL), product newsletters or written technology roadmaps which outline Itron's general plans for continued support and end of support of applicable Covered Products. Product publications are used as general guidelines for Customer communications and planning, which may be updated from time to time.

10. Survival

The following sections of this Addendum shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: 5.14 (Exclusions), 6.2 (Exclusions), 7 (Fees and Invoicing), 9 (End of Support), and 10 (Survival).

Attachment 1 to Maintenance & Support Services Addendum

- Software Maintenance & Support Service Levels -

Severity Level	Response Times	Restoration Targets	Resolution Targets***	Escalation
Severity Level 1* Business Impact: Critical Impact / System Down. A Production System Error for which there is no work-around, which causes Covered Firmware or Covered Software Product or a critical business function / process of said product to be unavailable such that system operation cannot continue. Example: a) Billing cannot be completed, b) Major documented function not working, c) System hung or completely down	During regular business-hours Itron will begin the Service Request process during Customer's initial call. During after-hour periods, Itron will respond to a critical support voice messages within 15 minutes by a return call to Customer, to validate receipt of the critical support call and begin the Service Request process. Following the start of the Service Request process Itron will respond to Customer's Service Request within two (2) business hours with an investigation response. Itron will update Customer at three (3) hour intervals during each day the Service Request remains unresolved, or as otherwise agreed by the Parties. Customer will respond to an Itron inquiry or request within three (3) hours.	Itron will make diligent efforts on a 24x7 basis, or as otherwise agreed by the Parties, to: i) restore Covered Firmware or Covered Software with a change to eliminate root cause, ii) provide a workaround that restores Covered Firmware or Covered Software and downgrades the Severity Level to S2, S3, or S4. Customer's Support Staff must be available 24x7 to work cooperatively with Itron continuously until restoration is achieved. Restoration Target: 4 hours if Itron SaaS.	5 business days (for non-bug fixes) Root Cause Analysis (RCA): 30 business days	An unresolved Service Request shall be escalated to Itron management as follows: After 30 minutes: Technical Customer Support Team Lead After 8 hours: Manager, Technical Client Services After 16 hours: Director, Global Support Services After 48 hours: Service Request. Vice President, Services and Delivery After 72 hours: President, Itron

Severity Level	Response Times	Restoration Targets	Resolution Targets***	Escalation
Severity Level 2* Business Impact: Major impact, degraded Operation. An Error other than a Severity Level 1 Error, for which there is no work-around, which degrades or limits operation of major system functions causing Covered Firmware or Covered Software to miss required business interface or deadlines. Covered Firmware or Covered Software remains available for operation but in a highly restricted fashion. Example: a) Billing cannot be completed on time, b) Major function is operating outside documented timing / term, c) Covered Firmware or Covered Software operating slow, missing data, data delivery, daily mission.	During regular business-hours Itron will respond to Customer regarding Service Request within one (1) business day. While Service Request remains unresolved, Itron will update the Customer and the Service Request at least every other business day, or as otherwise agreed by the parties. Customer will respond to an Itron inquiry or request within one (1) business day.	Itron will make diligent efforts during normal business hours to: i) restore Covered Firmware or Covered Software with a change to eliminate root cause, ii) provide a workaround that restores Covered Firmware or Covered Software and downgrades the Severity Level to S3 or S4. Restoration Target: 5 business days if Itron SaaS.	15 business days (for non-bug fixes) Root Cause Analysis (RCA): Not Available	An unresolved Service Request shall be escalated to Itron management as follows: After 1 hours: Technical Customer Support Team Lead After 8 hours: Manager, Technical Client Services After 24 hours: Director, Global Support Services After 30 Days: Vice President, Services and Delivery

Severity Level	Response Times	Restoration Targets	Resolution Targets***	Escalation
Severity Level 3** Business Impact: Minor Business Impact, compromised operations. An Error other than a Severity Level 1 or Severity Level 2 Error that has moderate impact on use of or access, with low business impact, but not preventing Customer from performing daily activities. Example: The Service Request affects use by Covered Firmware or Covered Software users, allowing Customer's functions to continue to meet daily business needs.	During regular business-hours Itron will respond to Customer regarding Service Request within two (2) business days. While Service Request remains unresolved, Itron will update the Service Request weekly, or as otherwise agreed by the parties. Customer will respond to an Itron inquiry or request within two (2) business days.	Itron will work during normal business hours to: i) restore Covered Firmware or Covered Software with a change to eliminate root cause, ii) provide a workaround that restores Covered Firmware or Covered Software and downgrades the Severity Level to S4. Restoration Target: 45 business days if Itron SaaS.	90 business days (for non-bug fixes) Root Cause Analysis (RCA): Not Available	
Severity Level 4 Business Impact: Standard Operations intact. A low or no-impact Error other than a Severity Level 1, Severity Level 2 or Severity Level 3 Error, or a request for enhancement / new functionality Example: Generally, a cosmetic Error or an Error which does not degrade Customer's use of the product or system.	During regular business-hours Itron will respond to Customer regarding Service Request within three (3) business days.	Itron GSS Management Team will make commercially reasonable efforts during normal business hours to understand the Service Request and provide applicable recommendations as to when a Fix may be schedule in a future release, or how to proceed with a formal enhancement request to Itron's product and delivery teams. Restoration Target: There is no restoration target for Severity Level 4 Issues.	There is no resolution target for Severity Level 4 Issues. Root Cause Analysis (RCA): Not Available	

* Severity Level 1 and Severity Level 2 must be reported by phone to ensure they are addressed under the appropriate severity level response process. Service Requests entered by email or Web access are generally addressed as a Severity Level 3.

** Service Request opened on non-production servers / environments are entered as a Severity Level 3.

*** Issue must be repeatable before Resolution Target Time begins barring no software application bugs.

[End]

Attachment 6 - Software-AS-A-Service ADDENDUM

General SaaS Terms and Conditions

1. Relationship to the Agreement

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, and is governed by the Agreement and Conditions and applicable Order Documents. If there is any inconsistency among the Special Terms and Conditions, the SaaS General Terms and Conditions, and the Agreement, 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 Agreement.

2. Additional Definitions

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

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 Order Document or Pricing Summary.

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 applicable Order Document or Pricing Summary. Notwithstanding anything in the foregoing to the contrary, the Minimum SaaS Subscription Term shall terminate on June 30, 2028 to be coterminous with the Agreement (namely, the Professional Services Agreement for Mobile Automated Meter Reading Operations and System Maintenance dated July 1, 2015, as previously extended and amended).

One-Time Setup Fee means the one-time setup fee for each Service Offering identified in the applicable Order Document or Pricing Summary.

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 applicable Order Document or Pricing Summary 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 applicable Order Document or Pricing Summary 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.

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 (as defined in the Agreement). Customer will use the Service Offerings only in accordance with Itron user guides, the Agreement (including, this Addendum, the Agreement, and applicable Order Documents), 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
Distributed Intelligence (GenX system)
Itron Enterprise Edition
Itron Security Manager
Operations Optimizer
Streetlight Vision
Temetra
UIQ: Advanced Metering Manager, Meter Program Configurator, Control Platform, Outage Detection and SensorIQ

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; (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 reasonable 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 5, 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 99.9% 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 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 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 reasonably 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 Third-Party 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.

7.3 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, may result in a change in Subscription Fees. Any such change in Subscription Fees will be provided by Itron in a service pricing or quote to Customer and invoiced by Itron in the subsequent invoice.

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 or, 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. 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

Description of service or deliverable	Itron	Customer
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	
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	

[END]

Attachment A

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 this 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 or applicable Order Document 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 this 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

As it applies to these Special Terms and Conditions, the following shall replace Section 11 ("Business Continuity") 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 – Subscription AMI

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

1. Subscription AMI Use Restrictions. Customer's use of the Subscription AMI shall be permitted as follows:

1.1. Conventional AMI Meter Use Cases. Customer will use the Subscription AMI for conventional AMI use cases. Conventional AMI meter use cases include twice daily retrieval of interval data, daily reading of meter registers, on-demand reads, meter pings, meter firmware and configuration changes.

1.2. New Use Cases. If Customer requests additional use cases, Itron or its contracted partner 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.

2. Roles & Responsibilities. The table below lists the respective responsibilities of Customer and Itron as it relates to Subscription AMI. While Company is not a party to this contract, its roles and responsibilities are included to assure there is clarity as to how the overall project will be executed.

P=Primary responsibility

S=Support responsibility

Description of Service or Deliverable	Itron	Customer
Initial Deployment		
Project management – Itron-Customer activities	P	P
Endpoint procurement		P
Business process updates, integration and testing	P	P
Customer training	P	
Install endpoints		P
Purchase and deploy network devices outside the Company's service areas		P
Obtain mounting rights, concessions, approvals, or other rights necessary for for the deployment of network equipment outside the Company's service area		P
Provide backhaul for any network equipment outside the Company's service area		P
Network Connectivity and Maintenance		
Regression testing of new Itron software	P	
AMI Application(s)		
Application(s) licensing and hosting	P	
Application(s) availability and monitoring	P	
Application(s) upgrades, monitoring and maintenance	P	
SLA Reporting	P	
Submit user access requests for new users and deletion notifications for users no longer involved with the Software-as-a-Service.		P
Provide immediate notification in the event of an employee termination for those with access to the Software-as-a-Service.		P
Monitor communications and support communications troubleshooting activities for the Software-as-a-Service.	P	
Upgrade Software if and as required.	P	
Manage Software-as-a-Service interfaces		P
Endpoint Management		
Add newly procured EPs in the application		P

Identify and triage endpoint issues - connectivity/communication, data integrity, endpoint malfunction, etc. - identified via flags, alarms, alerts, events, etc.		P
Remotely investigate issues		P
Conduct in-field investigations when required		P
Identify endpoints that need to be replaced		P
Publish and review endpoint management reports to identify trends or commonalities across global portfolio of deployments		P
Upgrade/update EP firmware to resolve EP issue	P	
Add, remove, replace or RMA endpoints – meters or modules		P
Warehousing and inventory management of the endpoints		P
Business Operations		
Create, test and maintain read schedules and billing calendars	P	
Define and create user profiles; add/remove users as needed	P	
Setup AMI reports and distribution lists to support business processes and decision making		P
Support internal budgeting, biz planning, regulatory and reporting requirements and processes		P
Conduct user/analyst training		P
Support all internal and external enquiries related to billing, including Tier 1 consumer support / call center activities		P
Consumer billing and CIS		P
Notify Tenants of Company's regression test and deployment schedule for new releases	P	

Exhibit B

Pricing Summary



Innovating new ways to manage energy and water

2111 N. Moller Rd.
Liberty Lake, WA 99019
fax: 866-767-6910
www.itron.com

Pricing Summary for

City of Wilmington, Delaware

Q-00012826
November 20, 2025

Item	Part Number	Description	Qty	Unit Price	Extended Price	Notes
Water Modules						
1	ERW-1601-002PH	500W WATER REMOTE MODULE STANDARD	35,000	\$ 82.00	\$2,870,000.00	
2	ERW-1601-001PH	ERW.PIT ENDPOINT. 500W	1	\$ 82.00	\$82.00	
Water Modules Total					\$2,870,082.00	
One-Time Setup						
3	3000-00282	ISM - ONE-TIME SETUP			\$3,750.00	
4	3000-00284	SECONDARY STACK W&G-HOSTED APPLICATION MGMT SETUP SERVICES - PROD			\$9,564.00	
5	TEM-NWK-SETUP	TEMETRA NETWORK SETUP			\$2,238.50	
One-Time Setup Total					\$15,552.50	
ISM Subscription						
6		ISM SUBSCRIPTION			Annual \$18,944.00	
ISM Subscription - Year 1 Total					\$18,944.00	
Second Stack Management Services						
7	3000-00283	SECONDARY STACK W&G-HOSTED APPLICATION MGMT SERVICES - PROD			Annual \$80,536.00	
Second Stack Management Services - Year 1 Total					\$80,536.00	
Temetra Advanced						
8	3500-TQA0E	TEMETRA ADVANCED, 25,001-50,000 ENDPOINTS, SUBSCRIPTION			Annual \$21,875.00	
Temetra Advanced - Year 1 Total					\$21,875.00	
Professional Services						
9		ITRON PROVIDED PROFESSIONAL SERVICES			\$136,987.50	
Professional Services Total					\$136,987.50	
Travel and Expenses						
10	3000-01316	TRAVEL AND EXPENSES			\$3,980.00	
Travel and Expenses Total					\$3,980.00	
Total					\$3,147,957.00	

Notes and Assumptions

- (1) This quote is governed by the Itron Terms of Sale found at <https://na.itron.com/terms-of-sale>, unless customer has a written sales agreement executed by Itron for the products and services included within this quote, in which case such written agreement will govern.
- (2) This quote expires sixty (60) days following the date of this quote, unless customer and Itron establish a written sales agreement for the products and services included within this quote prior to the expiration date.
- (3) All prices are in USD and payments are required in the same currency.
- (4) Equipment pricing is based on duties and tariff rates as of the date of this quote. If changes to duties or tariff rates impact equipment costs, Itron reserves the right to adjust equipment pricing accordingly upon written notice to the customer.
- (5) Itron reserves the right to adjust Software and Services prices after the first year following the date of the applicable agreement or addition thereto at the then-current price list.
- (6) **Professional Services:**
See Statement of Work or Change Order for complete Details
Pricing assumes 2026 commencement and completion. Should the project extend into 2027, pricing is subject to inflation price increase.
Itron Professional Services will be provided at a fixed fee. Statement of Work will determine agreed upon milestone payments
Estimated travel and expenses have been included and will be billed back to the Utility at actual and will include a 15% administrative expense to all travel costs
Project Manager will oversee Itron related project tasks and provide guidance on project planning.
Itron's Standard Basic System Acceptance Testing
Itron will provide a Solution Architect to consult on the integration of UIQ to Temetra. Itron does not perform work on customer owned systems.

Confidential

Exhibit C

Statement of Work ITRON TEMETRA UNDER EXELON CANOPY IMPLEMENTATION - DIRECT

City of Wilmington, DE

SOW Point of Contact: Nick Mohrbacher

Project Sponsor: Darin Mora

ITRON Account Executive: Rusty Agi

Date: 10/23/2025

Version: 1

Quote #: Q-00012826

TABLE OF CONTENTS

A.	ABOUT THIS DOCUMENT	5
B.	AUTHORIZATION	5
C.	PROJECT OVERVIEW	6
1.	PROJECT SUMMARY	6
2.	PROJECT OBJECTIVE	6
D.	PROJECT ASSUMPTIONS	7
1.	GENERAL ASSUMPTIONS.....	7
2.	TECHNICAL AND DESIGN ASSUMPTIONS	8
E.	PROJECT DELIVERABLES	9
1.	ITRON DELIVERABLES REQUIRING SIGNATURE.....	9
2.	CUSTOMER DELIVERABLES.....	9
F.	TASK RESPONSIBILITY SUMMARY	10
G.	SERVICES	12
1.	PROJECT MANAGEMENT.....	12
2.	NETWORK DESIGN	13
3.	SOFTWARE DEPLOYMENT	14
4.	CONFIGURATION AND INTEGRATION CONSULTING	14
5.	FIELD SERVICES AND ENDPOINT INSTALLATION.....	16
6.	SYSTEM VALIDATION	16
7.	TRAINING.....	17
8.	TRANSFER TO GLOBAL SUPPORT SERVICES (GSS)	17
9.	PROJECT COMPLETION AND CLOSEOUT.....	18
H.	SYSTEM VALIDATION DETAILS AND REQUIREMENTS	19
I.	TRAINING DETAILS AND REQUIREMENTS.....	19
J.	ACCEPTANCE OF ITRON DELIVERABLES.....	19
K.	PROJECT COMPLETION	20
1.	DOCUMENT DELIVERABLES.....	20
2.	PROJECT CLOSEOUT ACTIVITIES	20
L.	CUSTOMER SYSTEM PERFORMANCE RESPONSIBILITIES.....	20
M.	CHANGE CONTROL.....	21
1.	CHANGE CONTROL PROCESS.....	21
N.	SERVICE FEES & RELATED DETAILS	21
1.	SERVICES FEES.....	21
2.	PROJECT INVOICING.....	22
3.	PRICING NOTES AND ASSUMPTIONS	22
O.	DEFINITIONS	22

P.	ATTACHMENT 1 – SAMPLE CHANGE ORDER	25
Q.	ATTACHMENT 2 – TEMETRA ORDER FORM	26
R.	ATTACHMENT 3 – PROJECT MILESTONES	28
S.	ATTACHMENT 4 – SAMPLE INTERFACE FILE MASTER DATA.....	28

CONFIDENTIAL

A. ABOUT THIS DOCUMENT

This Statement of Work ("SOW") defines the activities ("Services") Itron, Inc. ("ITRON") will perform for the City of Wilmington, DE ("CUSTOMER" and/or "TENANT"). This document describes the scope, Services, deliverables, assumptions, responsibilities, timeline, and completion criteria, for the Temetra under Exelon ("HOST") Network Canopy Implementation ("Project").

Updates to this SOW require a signed Change Order (see Attachment 1). This SOW is effective upon the date of the last signature by either party ("SOW Effective Date"). This SOW is subject to the terms of the Professional Services Agreement dated July 1, 2015, dated 1/1/2015 previously extended and amended, between Itron and CUSTOMER (the "Agreement").

No work will commence until this SOW has been duly executed.

Capitalized terms used but not defined in this SOW have their meaning assigned to them in the Agreement. In the event that there is a conflict or inconsistency between this SOW and the Agreement, the terms of the Agreement will prevail unless specifically stated in this SOW to the contrary.

B. AUTHORIZATION

CUSTOMER and ITRON agree to the terms of this SOW and by signing below, CUSTOMER authorizes ITRON to perform the Services detailed herein.

City of Wilmington, DE	ITRON, Inc.
Authorized Signature	Authorized Signature
Printed Name	Printed Name
Title	Title
Date	Date

Please e-mail a PDF file of the signed SOW to your Itron Sales contact. A fully executed copy will be returned to CUSTOMER electronically in PDF format by e-mail.

C. PROJECT OVERVIEW

1. PROJECT SUMMARY

The CUSTOMER and ITRON will implement one (1) hosted Temetra environment in support of up to 38,000 500W Endpoints.

ITRON Project Services will be limited to a six (6) month duration ("Project Term"). Project duration begins with the Project Kick-Off Date, defined as the date for the initial meeting of ITRON Project execution team and Customer ("Project Kickoff Date"). For clarity, the Project Kick-off meeting cannot occur prior to when ITRON Project Team is available to start work on Project.

The Project Team will develop and mutually agree upon an integrated Project Plan identifying the Project timeline and deliverables within thirty (30) days of the Project Kick-Off Date. At the start of the Project, ITRON will provide Services as outlined in Section E (Project Deliverables), Section F (Task Responsibility Summary), and detailed in Section I (collectively "Services").

If any Services are required outside of this SOW, or if the CUSTOMER causes a delay in an ITRON deliverable or the extension of stated durations, a Change Order will be required and the CUSTOMER shall pay for additional Services and Project extension at Itron's then current resource rates, plus any related Travel & Expenses. If ITRON causes a delay for an ITRON deliverable or an extension of the stated durations, then ITRON shall provide any resulting additional services or extension of the Project at no additional charge to CUSTOMER.

Note: the total Project duration will not exceed the Project Term above without a Change Order.

The System includes the Back Office; WAN connections to/from Endpoints to the related data center infrastructure and the following Software, Equipment, and Services:

- Software Applications (Hosted by ITRON)
 - o Temetra
 - o UtilityIQ (UIQ) configuration
 - o Data Transform Adapter (DTA) configuration
 - o Export and read configuration
- Services:
 - o Project Management
 - o Temetra hosted Production environment setup & application deployment
 - o Temetra configuration and integration consulting for using file-based integration
 - o Headend System configuration
 - o System Validation
 - o Transfer to Itron Global Support Services

2. PROJECT OBJECTIVE

The following are the key objectives of the Project:

1.	Setup and configure Temetra hosted in an Itron data center for one (1) Production environment
2.	Switch Endpoints from Mobile to Network Mode per location provided by CUSTOMER
3.	Create and validate the UIQ water export is populating in Temetra
4.	Complete System Validation in accordance with Section J (System Validation Details and Requirements)
5.	Transfer CUSTOMER to ITRON Global Support Services

D. PROJECT ASSUMPTIONS**1. GENERAL ASSUMPTIONS**

1.	Deployment and network coverage are detailed in a separate agreement between HOST/EXELON and TENANT/CUSTOMER. TENANT and HOST have separate agreements in place in support of this Project.
2.	The timeline of the Project milestones identified in Attachment 3 ("Project Milestones") requires that Exelon host network ENV and FW prerequisite tasks are in place prior to Project initiation of this SOW. Any delay in Environment and/or Firmware deployment in support of CUSTOMER Water Operations will cause an associated delay in execution of this SOW.
3.	CUSTOMER currently has the required Equipment available to support this Project (38,000 500W Endpoints, Itron Mobile Radios, handhelds, laptops, Field Tools software, etc.)
4.	ITRON and Customer will provide suitably trained and skilled resources to support the Project Plan. Customers' technical and business resources will be fully familiar with their present IT operations as it relates to the Project components.
5.	The ITRON PM assigned to this Project is responsible for all ITRON resources, ITRON Deliverables, and the ITRON Project Plan. ITRON will identify, at Project Kick-Off Date, and be responsible for any 3rd party contractors/consultants contracted by ITRON for the Project.
6.	The CUSTOMER PM assigned to this Project is responsible for all Customer resources, Customer deliverables, and the integrated Project Plan. During the Project Kick-Off Date, Customer Project Team members and any third-party contractors/consultants contracted by Customer will be identified. The Customer will be responsible for such third-party contractors/consultants contracted for the Project.
7.	All Project resources will use ITRON methodologies, tools, and templates.
8.	ITRON Services will be conducted at CUSTOMER site and remotely.
9.	If, for reasons outside of ITRON's control, the Project extends beyond the duration specified in Section C.1. or if, Services are required outside of the defined scope of this SOW, a Change Order will be required.
10.	Additionally, in support of an extended Project duration beyond the defined Project Term, CUSTOMER agrees to pay for additional weekly Project support to be charged to the Project equivalent of eight (8) hours per week invoiced at the then-current Project Management hourly rate plus any related Travel & Expenses. Additional support hours charged will be used at ITRON's discretion and billed (itemized) in conjunction with Services Fees defined in this Agreement. Excluded from this clause are unexpected delays or Project obstruction attributed to scenarios involving Itron caused delays or force majeure as agreed upon by the parties. If Itron caused delays that lead to the need for additional weekly Project support, then Itron shall provide such support to CUSTOMER at no additional charge.
11.	CUSTOMER and ITRON will provide the Services under this document during normal business hours, 8:30 AM to 4:30 PM local (based on Customer location) time Monday through Friday, except holidays.
12.	CUSTOMER is responsible for any charges incurred for legacy, 3rd party, and/or upstream system modifications (i.e., Customer information system modifications).

13.	CUSTOMER is responsible for developing standard operating procedures SOP(s) for the Project. Any conflict between the SOPs and SOW will require a Change Order before they take effect.
14.	CUSTOMER is responsible for ensuring the Customer Project Team completes all Customer tasks and responsibilities.
15.	All third-party participants (e.g. system integration consultants) used by Customer must sign confidentiality agreements that are at least as restrictive as those between CUSTOMER and Itron to protect Itron's Confidential Information

2. TECHNICAL AND DESIGN ASSUMPTIONS

Below are assumptions utilized to develop the Network Design deliverables and other technical requirements.

1.	The AMI Subscription Solution and associated Exelon network will be used for three daily reads of AMI Data, collection of alarms and events, and other metering related services. Should CUSTOMER seek to modify these services in a manner that increases the demand for network capacity, or add new services, a new SOW will be required.
2.	Exelon is responsible for all Network Design requirements in support of reading the CUSTOMER's water meter locations, assuming three (3) daily reads of AMI Data, or as otherwise outlined under the terms of a separate agreement between the TENANT and HOST. The Network Design will make use of existing Exelon network locations and seek to minimize the need for new Network Devices in Exelon's service area.
3.	CUSTOMER is responsible for switching Endpoints installed in Mobile Mode to Network Mode, in accordance with the standard installation manual and ITRON specifications.
4.	No Software customization shall occur unless otherwise stated in this SOW. (Examples of customization requiring a Change Order could include requested UI changes, custom reports, and extracts, the system monitors specific to the Customer, and additional interfaces.)
5.	The parties acknowledge that all meter data will be required to properly communicate with the System as well as the Customer's billing software to ensure proper functionality of the installed System.
6.	All ITRON System data inputs, such as meter/account-specific configuration files, will be formatted (per ITRON specification) and provided in an electronic format by the Customer. • Temetra Network New Asset File (.csv) • Device File (for HOST AMM) – provided by manufacturer/ITRON • Location File (for HOST AMM)
7.	CUSTOMER will maintain, in Itron's applications, the most current location information for all Endpoints, including latitude, longitude, and the street address. CUSTOMER is responsible for data quality and cleansing.
8.	Customer-specific security or other requirements identified in the interactive session (or at any other time after the execution of this SOW) that require additional work by Itron may require a separate SOW and additional fees that CUSTOMER agrees to pay.
9.	Temetra supports file and data exports to Customer's owned back-office systems using Itron standard MVRS or CSV file formatting. Itron Integration Services requiring Temetra development

	in support of APIs is considered out of scope and requires a Change Order at an additional fee which Itron and Wilmington will mutually agree to once scoped.
10.	Water Endpoints are in pits with RF friendly lids
11.	The following tasks are considered out of scope for this Project: a. Development of Back Office application integration with ITRON's applications. b. Development of system monitors specific to CUSTOMER systems. c. Installation of new Endpoints

E. PROJECT DELIVERABLES

1. ITRON DELIVERABLES REQUIRING SIGNATURE

#	Sign-off Deliverables	Description
1.	Temetra System Acceptance	This Acceptance Form lists data flow criteria to demonstrate that the required data flows are operating correctly between the systems in the Solution and maintain business integrity
2.	Project Completion Form	This document lists all the Project completion criteria and is used as a checklist to validate that the Project and associated deliverables have been officially completed.

2. CUSTOMER DELIVERABLES

#	Deliverables	Description
1.	Temetra Order Form	Temetra Order Form, Attachment 2 is required to be completed by CUSTOMER to order a Temetra Subscription.
2.	Customer Master Data	Information required for the Interface Files, as defined in Attachment 4

F. TASK RESPONSIBILITY SUMMARY

Table 1 below defines the task responsibility between ITRON and CUSTOMER for the implementation of Temetra. Table 2 below defines the task responsibility between ITRON, CUSTOMER, and EXELON in support of the network canopy component of this System.

Table 1: Temetra System Responsibilities

500W with Temetra Responsibility Matrix		
DELIVERABLE	Itron	CUSTOMER
Primary Project Management	P	S
GMS SIPS Request	P	
Hosted Application Build	P	
Cellular Coverage Model	P	S
Temetra Application Configuration	P	S, A
Interface File Creation	S	P
Temetra System Testing	S	P
Transfer to Itron Temetra Support	P	S
Endpoint Deployment		P

Table 2: Network Canopy Responsibilities

	Description of Service or Deliverable	Itron	HOST	Customer
Initial Deployment				
1.	Project management – Itron-Tenant activities	P		P
2.	Project management – Itron-HOST activities	P	P	
3.	Endpoint procurement			P
4.	Business process updates, integration and validation	P	P	P
5.	Tenant Training	P		
6.	Install Incremental Network Gear		P	
7.	Install endpoints			P
8.	Purchase and deploy network devices outside Company's service areas		P	
9.	Obtain mounting rights, concessions, approvals, or other rights necessary for for the deployment of network equipment outside Company's service area		P	P
10.	Provide backhaul for any network equipment outside Company's service area		P	
Network Connectivity and Maintenance²				
11.	Design (update) and optimize the network; including site surveys when required ¹		P	
12.	Install, remove, move or replace the network equipment ³		P	

13.	Remotely monitor and troubleshoot network/network equipment issues; firmware upgrades	S	P	
14.	Conduct in field RF remediation of network equipment ⁴		P	
15.	Manage network equipment procurement, inventory, warehousing and RMA		P	
16.	Backhaul management, including contracts with 3rd party cellular provider		P	
17.	Regression testing of new Itron software ⁵	P	S	
AMI Application(s)				
18.	Application(s) licensing and hosting	P		
19.	Application(s) availability and monitoring	P		
20.	Application(s) upgrades, monitoring and maintenance	P		
21.	Submit user access requests for new users and deletion notifications for users no longer involved with the Software-as-a-Service.			P
22.	Provide immediate notification in the event of an employee termination for those with access to the Software-as-a-Service.			P
23.	Monitor communications and support communications troubleshooting activities for the Software-as-a-Service.	P		
24.	Upgrade Software if and as required.	P		
25.	Manage Software-as-a-Service interfaces			P
Endpoint Management				
26.	Add newly procured EPs in the application			P
27.	Identify and triage endpoint issues - connectivity/communication, data integrity, endpoint malfunction, etc. - identified via flags, alarms, alerts, events, etc.		S	P
28.	Remotely investigate issues		S	P
29.	Conduct in-field investigations when required		S	P
30.	Identify endpoints that need to be replaced		S	P
31.	Publish and review endpoint management reports to identify trends or commonalities across global portfolio of deployments			P
32.	Upgrade/update EP firmware to resolve EP issue	P		
33.	Add, remove, replace or RMA endpoints – meters or modules			P
34.	Warehousing and inventory management of the endpoints			P

Business Operations				
35.	Create, test and maintain read schedules and billing calendars	P		
36.	Define and create user profiles; add/remove users as needed	P		
37.	Setup AMI reports and distribution lists to support business processes and decision making			P
38.	Support internal budgeting, biz planning, regulatory and reporting requirements and processes			P
39.	Conduct user/analyst training			P
40.	Support all internal and external enquiries related to billing, including Tier 1 consumer support / call center activities			P
41.	Consumer billing and CIS			P
42.	Notify Tenants of Company's regression test and deployment schedule for new releases	P		

G. SERVICES

Services outlined in this SOW will be provided by Itron during the Project Term.

1. PROJECT MANAGEMENT

Itron Responsibilities:

#	Tasks and Responsibilities
Project Phase: Define/Design	
1. Project Startup	
a.	Lead a remote Project Kickoff meeting and schedule requirements workshop sessions to provide solution capabilities overview, including technology configuration, review the Project Scope, budget, and schedule, and initiate sign-off on the Project Plan. Workshop sessions are limited to two (2) sessions.
b.	Submit a standard Project Schedule following Project Kickoff and as agreed.
c.	Submit a request for the Temetra environment build (front/backhaul form) and confirm the environment build schedule, including a GMS request to build Itron Security Manager (ISM) and link to the Field Deployment Manager (FDM) business unit.
d.	Confirm NetID of HOST network.
e.	Provide CUSTOMER access to Itron's Customer Center platform.
2. Project Management and Tracking	
a.	Provide Project Management including Project Schedule and deliverable tracking through recurring status calls, as agreed, but not to exceed weekly.

b.	Provide guidance to CUSTOMER and knowledge transfer of best practices for deploying Itron Solution.
c.	Coordinate and provide updates on the following: - Equipment delivery status - Current Project milestones, tasks, and deliverable activity status - Invoicing status - Trouble Ticket status/updates

CUSTOMER Responsibilities:

#	Tasks and Responsibilities
Project Phase: Define/Design	
Project Startup	
1.	Assign a Project Manager to manage the overall Project and all Customer activities related to the Project, working to create efficient paths of communication with Itron, including prioritizing communication requests made to the Itron team.
2.	Participate in Project Kickoff meeting and requirements workshop sessions to provide solution capabilities overview, including Cellular technology configuration, review the Project Scope, budget, and schedule, and initiate sign-off on the Project Plan.
3.	Review the Project Plan and maintain an Integrated Project Plan.
4.	Facilitate planning and update meetings with CUSTOMER Project Team.

2. NETWORK DESIGN**Itron Responsibilities**

#	Tasks and Responsibilities
Project Phase: Define/Design	
1.	Non-Applicable

CUSTOMER Responsibilities

#	Tasks and Responsibilities
Project Phase: Define/Design	
1.	Provide Exelon with required Customer meter and asset data as part of a separate agreement.

3. SOFTWARE DEPLOYMENT

Itron Responsibilities:

#	Tasks and Responsibilities
Project Phase: Build	
1.	Implement one (1) Production environment instance of Temetra in Itron's hosted environment. Refer to Itron SaaS and Managed Services Agreements/SSDs for Service Level Commitments.
2.	Provide server, database, storage, and application deployment Services. ITRON may use standardized tools to more accurately size and configure the various applications.
3.	When CUSTOMER confirms application reachability and access/authorization functionality for an environment, that environment will be deemed available. CUSTOMER will confirm reachability within five (5) business days from notification of availability, or the environment will be deemed Available. Upon Environment Availability, Itron will provide SaaS for that environment. Itron will commence invoicing setup and recurring Fees for such environment and CUSTOMER will pay invoices in accordance with the terms of the Agreement.

CUSTOMER Responsibilities:

#	Tasks and Responsibilities
Project Phase: Define /Design	
1.	Provide contact information for the person or department with whom Itron will communicate and coordinate for all network and application security-related planning and operations.
Project Phase: Build	
2.	Upon completion of Itron's configuration confirm application reachability and access/authorization functionality of the Temetra environment.
3.	Confirm and approve SaaS invoice commencement upon Environment Availability.

4. CONFIGURATION AND INTEGRATION CONSULTING

Itron Responsibilities:

#	Tasks and Responsibilities
Project Phase: Define/Design	
1.	Engage in interactive technology planning sessions that will provide information about the design, setup, configuration and integration assistance tasks. Additionally, these sessions will educate key CUSTOMER Personnel on Itron technology and practices. Sessions may be held via telephone conference call or web conferencing (e.g. Microsoft Teams).
2.	Review Itron's standard file import and export requirements using Temetra CSV or MVRs file formats. Non-Itron standard file exchange or use of Temetra APIs may require a Change Order.
Project Phase: Build	

3.	Work with CUSTOMER to implement standard Temetra configuration and understand how they have been configured.
4.	Set up and establish DTA configurations and provide consulting support for API configurations in support of Customer-led integration connection between Temetra, CUSTOMER CIS, and the ITRON back-office hosted environment. Should additional integration be required to support API enabled acquisition of data, a Change Order may be required.
5.	Validate Temetra installation and configuration in accordance with Itron product documentation.
6.	Validate the Endpoint readings in Temetra.
7.	Execute file import and export test plans and scenarios involving Temetra.

CUSTOMER Responsibilities:

#	Tasks and Responsibilities
<i>Project Phase: Define/Design</i>	
1.	Engage in interactive technology planning sessions that will provide information about the design, setup, configuration and integration assistance tasks. Additionally, these sessions will educate key CUSTOMER Personnel on Itron technology and practices. Sessions may be held via web conference (e.g. Teams).
2.	Participate in meetings with Itron, as needed, to provide the optimal flow of information.
3.	Review and approve Itron standard Temetra configuration for use in production.
4.	Identify which of CUSTOMER's back-office systems requires interaction with Temetra.
5.	Provide Itron with access to application subject matter experts as needed.
6.	Identify system data and review data mapping analysis from an end-to-end perspective.
<i>Project Phase: Build/Test</i>	
7.	Develop system interfaces between Temetra and Customer's back-office systems.
8.	Assign resources to work with Itron to configure Temetra including user accounts and any CUSTOMER-specific configuration elements (e.g. batch job schedule and frequency, import/export process and interfaces).
9.	Create and execute test plans/test cases.
10.	Provide Itron with documentation of the test plans.
11.	Schedule test cases to meet the project schedule.

5. FIELD SERVICES AND ENDPOINT INSTALLATION

Itron Responsibilities:

#	Tasks and Responsibilities
<i>Project Phase: Deploy/Operate</i>	
1.	Upload Device Files from manufacturing through Temetra for back office.

CUSTOMER Responsibilities:

#	Tasks and Responsibilities
<i>Project Phase: Deploy/Operate</i>	
1.	Install/switch Endpoints to Network Mode, as needed, in accordance with the Project Schedule, and the associated Installation Guide.
2.	Complete troubleshooting and mitigation of non-communicating or poorly communicating Endpoints, as required.
3.	Upload Interface Files (Temetra Network New Asset file and AMM Location File – from Customer Master Data).
4.	Manage inventory and warehousing of Endpoints received.

6. SYSTEM VALIDATION

Joint Responsibilities:

#	Tasks and Responsibilities
<i>Project Phase: Build/Test</i>	
1.	Provide a designated person to coordinate System Validation activities with the other Party.
2.	Provide required resources and complete System Validation, as mutually agreed.

Itron Responsibilities:

#	Tasks and Responsibilities
<i>Project Phase: Test/Train</i>	
3.	Provide documented System Validation results for review and approval by CUSTOMER.

CUSTOMER Responsibilities:

#	Tasks and Responsibilities
Project Phase: Design/Build	
1.	Switch Endpoints from Mobile to Network Mode.
2.	Provide Temetra Asset CSV File to install Endpoint in Temetra.
Project Phase: Test	
3.	a. Support System Validation as mutually agreed and outlined in Section H (System Validation Details and Requirements).

7. TRAINING

Itron Responsibilities:

#	Tasks and Responsibilities
Project Phase: Train	
1.	Provide copies of training material to CUSTOMER.

CUSTOMER Responsibilities:

#	Tasks and Responsibilities
Project Phase: Train	
1.	Not Applicable

8. TRANSFER TO GLOBAL SUPPORT SERVICES (GSS)

Itron Responsibilities:

#	Tasks and Responsibilities
Project Phase: Transfer/Project Close-out	
1.	Confirm all testing is complete and ready Transfer to GSS.
2.	Verify HOST has upgraded all required systems (software and firmware) in support of the Transfer to GSS.
3.	Provide the requisite process documentation to transition Endpoints to the AMI Subscription.
4.	Complete transfer documentation and introduce CUSTOMER to ITRON Global Support Services (GSS) in scheduled transfer meeting.

5.	Conduct a meeting with CUSTOMER and Customer to introduce and transfer CUSTOMER to Itron GSS.
----	---

CUSTOMER Responsibilities:

#	Tasks and Responsibilities
<i>Project Phase: Transfer to GSS</i>	
1.	Provide input into transfer documentation.
2.	Participate in meetings with Itron and Customer to introduce and transfer Customer to Itron GSS.

9. PROJECT COMPLETION AND CLOSEOUT**Itron Responsibilities:**

#	Tasks and Responsibilities
<i>Project Phase: Project Close-out</i>	
1.	Review the list of Itron Deliverables for Acceptance with CUSTOMER.
2.	Conduct a meeting with CUSTOMER to review the completion of the following: a. Project deliverables b. Status of open issues with GSS c. Status of open Purchase Orders d. Status of remaining Project invoices
3.	Obtain CUSTOMER sign-off on the Project Completion form.

CUSTOMER Responsibilities:

#	Tasks and Responsibilities
<i>Project Phase: Project Close-out</i>	
1.	Participate in a meeting with Itron to review the completion of the following: a. Project deliverables b. Status of open issues c. Status of open Purchase Orders d. Status of remaining Project invoices
2.	Provide Itron with a sign-off on the Project Completion form.

H. SYSTEM VALIDATION DETAILS AND REQUIREMENTS

Itron and CUSTOMER will perform the System Validation. Once the testing is completed and a written report is submitted to CUSTOMER, CUSTOMER will review the results and provide notice of acceptance or a written issues list within ten (10) business days of receipt from Itron. Parties will resolve the issues, and once resolved, CUSTOMER shall issue a written notice of acceptance.

Test Cycle	Description	Owner
System Validation	Conduct System Validation based upon end-to-end data flow requirements. (A sample of the System Validation test milestones will be provided to CUSTOMER in advance). Parties will validate the following are working as intended: a. AMI Data Access – CUSTOMER can access AMI Data via Temetra UI b. AMI Data Availability– CUSTOMER can access the AMI Data via file or web services c. Interface File Upload – CUSTOMER can upload AMM Location Files and Temetra New Asset Files • Temetra New Asset File – successful upload to Temetra • AMM Location File - successful upload to Temetra d. On-Demand Read – CUSTOMER can perform an On-Demand Read (ODR) via Temetra UI e. Temetra Data Access – CUSTOMER can access Temetra Read data via their CIS.	CUSTOMER w ITRON support
	Provide documented test results for review and approval by CUSTOMER	ITRON
	Review and approve documented test results provided by ITRON	CUSTOMER

I. TRAINING DETAILS AND REQUIREMENTS

Non-Applicable

J. ACCEPTANCE OF ITRON DELIVERABLES

Acceptance of the ITRON Deliverables are outlined as follows:

Deliverable	Acceptance
Software Application(s)	Upon successful Environment Availability.

Project Completion Form

Upon completion of the Transfer to GSS meeting and Project closeout.

K. PROJECT COMPLETION

Following the acceptance of the ITRON Deliverables as defined in the Acceptance of ITRON Deliverables Section, the ITRON Project Manager and the CUSTOMER will schedule a transfer call with ITRON Support Services. The ITRON Project Manager will complete the transfer documentation ahead of scheduling the call with the CUSTOMER and ITRON Support Services. Upon transfer, the CUSTOMER will get support through their Account Executive and ITRON Support Services.

If CUSTOMER does not agree that the completion criteria have been met, it is the CUSTOMER's responsibility to provide written details as to what and how the Services have not conformed to the SOW or the agreed upon criteria within ten (10) business days of submission to CUSTOMER. Once provided with reasons for not accepting the completion criteria, ITRON will evaluate the reasoning and compile an action plan to correct it in a timely manner and the process for formal acceptance can be repeated. A Change Order for any extension of the Project Term may be required if the CUSTOMER caused the delay in Itron meeting the Project Completion Criteria. Should the CUSTOMER not provide acceptance or denial within the ten (10) business day window, the task or deliverable will be deemed accepted.

1. DOCUMENT DELIVERABLES

All deliverables identified in the Acceptance of ITRON Deliverables section have been provided to the CUSTOMER. Upon signature/approval, all documents are considered final, and no updates will be made unless otherwise agreed. CUSTOMER shall have ten (10) business days from receipt to accept or reject deliverables with written documentation on specific items that are not considered accepted. If no acceptance or rejection is received in writing, the task or deliverable will be deemed accepted.

2. PROJECT CLOSEOUT ACTIVITIES

- a) The CUSTOMER has been formally transferred to ITRON Global Support Services.
- b) Final Project invoices will be processed.

L. CUSTOMER SYSTEM PERFORMANCE RESPONSIBILITIES

The CUSTOMER will implement and maintain the System to meet performance expectations using the following guidelines:

1. Validate Endpoints can communicate with Temetra.
2. Complete installation of Endpoints in Network Mode and/or switch existing installed Endpoints to Network Mode in accordance with the Project Schedule document and ITRON Installation Manuals, as required.
3. Mitigate non-communicating Endpoints in accordance with the support/training provided by ITRON.
4. Maintain Endpoints in a timely manner and in accordance with SOPs developed by the CUSTOMER.
5. Maintain Interface Files for importing and exporting CIS and Billing data out of Temetra.

M. CHANGE CONTROL**1. CHANGE CONTROL PROCESS**

An ITRON Change Order Form ("**Change Order**") will be used to communicate changes to this SOW. The Change Order will describe the change requested, the rationale for the change, the estimated price, and the effect the change will have on the overall Project. All Change Orders must be approved and signed by CUSTOMER and ITRON. No work shall commence prior to the CUSTOMER authorization of this change order.

#	Step	ITRON	CUSTOMER	Notes
1.	Identify scope change.	☒	☒	Either party may identify a scope change.
2.	Submit a formal request for a Change Order.	☒	☒	The party identifying the scope change should submit the change request via email. The request should include: – Problem Statement – Requirements
3.	Assess impact (scope, schedule, resources) and prepare a brief summary.	☒	☐	
4.	Report impact results and submit a Change Order form.	☒	☐	Should include: – Scope change described. – Cost change – Project schedule impacts
5.	Authorize Change Order and email an executed copy to ITRON Legal.	☐	☒	
6.	ITRON Legal executes Change Order and emails copy to CUSTOMER and ITRON Project Manager.	☒	☐	

N. SERVICE FEES & RELATED DETAILS**1. SERVICES FEES**

The Services outlined in this SOW are being provided at a fixed Fee of \$136,987.50. Specific details related to these costs for the Project can be found in Quote # Q-00012826, which is attached hereto and incorporated by reference. Any changes to the Services outlined will be addressed through a Change Order

These Fees are based upon ITRON's recommended engagement approach, ITRON standard travel policy, staffing levels, the scope of the Project, and Project Schedules as outlined in this SOW. Modifications to any of these factors will result in changes to the estimated Fees. Any changes that affect ITRON's engagement approach, staffing levels, the scope of the Project, and Project Schedules will follow the Change Control Process.

All Fees are in \$USD and are exclusive of taxes. The Project assumes commencement in 2026 and completion in 2026. Should the Project extend beyond the Project Term, remaining milestones will be subject to an inflation increase equal to the greater of 4% or the Consumer Price Index.

2. PROJECT INVOICING

ITRON will invoice CUSTOMER per the Invoicing Milestone table below, for Services performed and for costs incurred. CUSTOMER shall pay all taxes, if any, due for Services provided by ITRON to CUSTOMER under this Scope of Work. Billing Milestones are inclusive of all Project Milestones through the completion of said Billing Milestone.

Table: Payments

Invoicing Milestone #	Services	Invoicing Schedule	Amount
1.	Project Kick-off and workshops	Invoiced upon completion of Project Kick-off	\$43,906.25
2.	Temetra Production Environment Build	Invoiced upon Availability of Temetra Production Environment	\$43,906.25
3.	Temetra System Acceptance	Invoiced upon completion of UIQ/Temetra System Data flow validation	\$43,906.25
Total			\$131,718.75

3. PRICING NOTES AND ASSUMPTIONS

1. HOST covers 100% of the TENANT's service territory.
2. No installation management or Network Design services are included.
3. Project Manager at the HOST is available to support host upgrades.

O. DEFINITIONS

"AMI" means advanced metering infrastructure, including Equipment and Software that, along with communications services, enable automated meter reading and other capabilities defined in the Specifications.

"AMI Data" means register data, interval data, and events/alerts data.

"AMI Data Access" means a requirement for System Validation that the CUSTOMER can access AMI Data via Temetra UI as a requirement for System Validation Acceptance.

"AMI Data Download" – means a requirement for System Validation that CUSTOMER can access the AMI Data via file or web services.

"AMI Data Availability" or **"Data Availability"** means the System accurately passes AMI Data back and forth between Endpoints and the System.

"Back Office" means Itron's Temetra system, including without limitation, servers housing Itron's Temetra software.

"Change Order" means a written request to modify any task, deliverable, or timeline of the agreed upon Scope of Work which must be agreed upon by both parties.
"Customer Center" means Itron's online customer support center where customers may access Itron user guides, training guides, installation guides and other information on System components and the System.
"Customer Master Data" means the Customer-provided information identified in Attachment 4 (Interface File Master Data).
"Deliverable" means a deliverable listed as an Itron deliverable in Section E of this SOW.
"Device File" means a "for HOST AMM" file provided by manufacturer/ITRON.
"DTA" means Data Transform Adaptor.
"Endpoints" means and includes 500W Endpoints.
"Environment Availability" means the point in time when ITRON provides environment logins to the CUSTOMER.
"Global Support Services" Itron department provides CUSTOMER with post-Project issue escalation/resolution.
"Instance" (also referred to as "environment") means a copy of Temetra installed on an Itron server.
"Interface File" means the Temetra Network New Asset file and AMM Location File.
"Interface File Master Data" includes the information identified in Attachment 4 that is used to maintain the System.
"Interface File Upload" means a System Validation requirement that the CUSTOMER can upload AMM Location Files and Temetra New Asset Files.
"Interval Read" means, for Endpoints, the "interval values" stored in the channels in the Communication Module, which are recorded on the Communication Module on a periodic basis (e.g., every 60 minutes). Ami Essentials W&G Solution includes one hourly interval.
"IP" means Internet Protocol.
"Location File" means the "for HOST AMM" file.
"On-Demand Read" means a System Validation requirement that the CUSTOMER can perform an On-Demand Read (ODR) via Temetra UI.
"Project" means the project undertaken by CUSTOMER under this SOW. The Project comprises all responsibilities assigned to the Parties under this SOW. Project does not include materials, equipment, software, or services provided by third parties, not under Itron's direction or control.
"Provisioned" means an Endpoint that is located in an area of the WAN in which data has been submitted to Temetra to indicate it is installed at a physical location.
"RF" means radio frequency.
"Solution" The design, implementation, configuration, operation, and maintenance of the AMI solution comprised of Services, Equipment, and Licensed Software sold or licensed pursuant to the CUSTOMER Agreement and deployed per this Statement of Work.
"Statement of Work" or "SOW" means this Statement of Work.

"System Change" means any change or modification to any infrastructure component of the hardware and software used in the Back Office.

"System Validation" means the process of ensuring that the instance of Temetra meets its specified requirements and functions currently in its intended environment.

"Temetra Network New Asset File" means a (.csv) file that includes XXXXXXXXXXXXXXXX.

"Temetra Software", "Temetra" or means the object code version of Itron's Temetra Software.

"Temetra Data Access" means a System Validation requirement that the CUSTOMER can access Temetra Read data via their CIS.

CONFIDENTIAL

P. ATTACHMENT 1 – SAMPLE CHANGE ORDER

Change Order Form

Customer Name	
Project Name	
Itron Project Number	
Contract to be Modified (Name and Effective Date)	
Change Order Number	
Itron Requestor Name	

Change Order Summary

Description of Change Order

Reason for the Change Order

Change Order Impact

Impact to Scope

Impact to Schedule

Impact to Budget

Change Order Approval

Itron Representative

Signature

Name

Title

Date

Customer Representative

Signature

Name

Title

Date

Q. ATTACHMENT 2 – TEMETRA ORDER FORM**Temetra Order Form**

This form is required when ordering Temetra subscriptions.

Be sure to Enable Content to see the appropriate checkboxes and dropdown lists.

Please refer to the Temetra Ordering Guide for additional information.

Submit this completed form in Microsoft Word format only.

Itron Sales Representative

Company Name	
Email	
Name	
Phone Number	
Is this order part of the Smart Start Cellular Promo?	Yes: ☐ No: ☐

End User

Customer Name	
Existing Temetra Customer	Yes: ☐ No: ☐
Time Zone	
Requested Delivery Date (billing start date)	
<i>Note: Requested delivery Date is the date that Itron will begin billing. To request a Temetra tenant ID without starting the billing cycle, fill in the Temetra Tenant ID Request Form.</i>	
Cloud Data Center	USA ▼
System Administrator Name	
System Administrator Email	
System Administrator Phone	
Is this System for Itron internal use?	Yes: ☐ No: ☐
Expiration date	
<i>Note: Itron internal system have a 6-month expiration date by default, contact product management to request an extension, if this is an Itron internal system, leave the rest of this form blank.</i>	
Customer Billing System	
Consumer Portal Administrator Name (if applicable)	
Portal Admin Email (if applicable)	
Number of Meters (Cellular)	

Number of Meters (Non-cellular)	
Desired Package	
Temetra Subscription Part Number	
Setup Part Number	
Include Test Environment? (Limit 10k endpoints)	Yes: ☐ No: ☐
Does the customer have Cellular Water Endpoints?	Yes: ☐ No: ☐
Does the Customer have Acoustic Leak Sensors?	Yes: ☐ No: ☐
Does tenant need AMI Integration?	Yes: ☐ No: ☐
<i>Note: If yes, fill in the additional part of the Temetra order form</i>	
Sales Order Processing – Itron Order Processing Only	
Customer Location or Location of Main Office	
Sales Order / Subscription Number	
Oracle Customer Name	
Oracle Customer Number	
Billing Party	
Channel Partner (if applicable)	

This form is required when creating a connection between Temetra and AMM

AMM Details	
AMM Instance Name	
CaaS Endpoint URL	
Public IP Address	
Username	
Password	
<i>Note: If another system is used to store this secure information, then include instructions on how to access that information</i>	
Access information goes here	
Itron AMM Admin Email Address	

* Please allow up to two business days for the system administrator credentials to be sent after the system is built.

** Number of meters that will be read primarily via Temetra or where Temetra is storing the meter data.

R. ATTACHMENT 3 – PROJECT MILESTONES

The Project milestones below describe the intended deliverables and progression of work. These dates do not represent delivery commitments but are intended to provide visibility into the work plan that will be further defined in the detailed Project schedule.

#	Major Tasks	Timeline
Project Planning (Define & Design)		
1.	Project setup and Kick-off	Month 1
2.	Define/Design – Application	Month 2-3
Build/Test/Train		
1.	Build Back Office	Months 3-4
2.	System Integration	Months 4-5
3.	Functional Testing	Month 5-6
Deploy/Operate		
1.	System Validation	Months 6
Transfer		
2.	Transfer to Global Support Services	Month 6

S. ATTACHMENT 4 – SAMPLE INTERFACE FILE MASTER DATA

1. Temetra New Asset File

IGNORE	NO
CANCREATE	YES
CREF	Unique location ID (premise ID)
METERSERIAL	Meter Serial Number
MREF	
ADDTAG	Tag for Read Type, Meter Category, etc.
ACCOUNTREF	Customer Account Number
CUSTOMERNAME	Customer Name
PROPERTYADDRESS	Property Address
MIUSERIAL	ERT Serial Number
ROUTENAME	Route Number
ADDRESSLINE1	Top Address Line
LAT	Latitude GPS Coordinate
LON	Longitude GPS Coordinate
METERTYPE	Generic
METERMODEL	Water

COLLECTIONMETHOD	Fixed Network
SEQUENCE	
METERNOMINALSIZE	Meter Pipe Size
METERFORMAT	Index Format
METERUNITS	Kgal, gal, etc.
METERINSTALLATIONDATE	Date of Meter Install
CATEGORY	General
METERCOMMENT	Any special text comment for meter (seasonal, basement, etc.)
PHONE	Customer Phone Number
CUSTOMEREMAIL1	Customer Email
DMA	
METERREF	Unique Location ID = CREF

2. AMM Location File

Type	WATER
Action	CREATE
NIC_Mac_Address	Endpoint MAC Address
Program_Seal	
Program_Mode	
Interval_Width_Min	
Register_Sec_Past_Midnight	
Channel_1_Source	
Channel_1_Units	
Channel_2_Source	
Channel_2_Units	
Channel_3_Source	
Channel_3_Units	
Channel_4_Source	
Channel_4_Units	
IMU_Group_ID	
Transmit_Day_Start_Min	
Transmit_Interval_Min	
Transmit_Offset_Min	
Transmit_Rand_Sec	
Did_Subtype	ITRON 500W
Device_Util_Id	METERSERIAL_MIUSERIAL
Device_Serial_No	METERSERIAL
Device_Status	Active
Device_Network_Status	Active
Device_Name	METERSERIAL_MIUSERIAL
Device_Description	500W
Device_Mfg	Itron
Device_Mfg_Date	Meter Manufacturer

Device_Mfg_Model	Meter Model
Pressure	
Temperature_Compensated	
Mechanism_Type	
Service_Rate	
Rollover_Point	
Zero_Flow_Threshold	
Leak_Detection_Threshold	
As_Found_Read	
As_Found_Read_Date	
As_Left_Read	
As_Left_Read_Date	
Encoder_Num	
Encoder_Type	
Pulse_Weight	
Route_ID	
Radio_Link_Result_1	
Radio_Link_Result_2	
Radio_Link_Result_3	
Device_Install_Date	
Device_Remove_Date	
Device_Notes	
Cust_Account_No	
Cust_Name	
Service_Point_Util_ID	Unique Location ID (Premise ID – METERREF/CREF)
Service_Type	W
Billing_Cycle	
Location_Code	
Service_Pt_Height	
Service_Pt_Longitude	
Service_Pt_Latitude	
Premise_Util_ID	Unique Location ID (Premise ID – METERREF/CREF)
Premise_Type	PREMISE
Premise_Description	Any Text
Address1	Customer Address
Address2	
City	City
Cross_Street	
State	State
Post_Code	Postal Code
Country	US
Time_Zone	America/New_York
Region_Code	

Map_Page_No	
Map_Coord	
Longitude	Longitude GPS Coordinate
Latitude	Latitude GPS Coordinate
Height	
Gis_Map_Coord	
Gis_Grid_Coord	
Gis_Grid_Code	
Dist_Net_Main_ID	
Dist_Net_Feeder_ID	
Device_Attribute_1	Temetra Tenant ID
Device_Attribute_2	Any Text
Device_Attribute_3	Any Text
Device_Attribute_4	Any Text
Device_Attribute_5	Any Text
Tenant_Id	Temetra Tenant ID
Multiplier	Meter Multiplier
Truncation	Truncation of Reads
Device_Uom	Meter Unit of Measure
Reporting_Uom	Meter Reporting Unit of Measure