

SOFTWARE LICENSE AND SERVICES AGREEMENT for FCS and IMA

ACCEPTANCE OF TERMS

By clicking "AGREE", Customer agrees to license the Field Collection System software ("FCS Software") and to purchase the FCS Software maintenance and support services described in the quote or pricing summary provided by Itron, Inc. or by Itron, Inc.'s distributor (the "Quote"), subject to the terms and conditions of this Agreement.

By clicking "Agree," Customer also acknowledges that it has read and accepts the terms and conditions of this Agreement in their entirety. Customer should print a copy of this Agreement for its records.

If Customer has chosen to purchase Itron Mobile in addition to licensing FCS Software and purchasing maintenance and support for FCS, that will be reflected in the Quote, the Itron Mobile terms and conditions of this Agreement will also apply. If Customer has not chosen to purchase Itron Mobile, then the Itron Mobile terms and conditions of this Agreement do not apply.

If Customer has also chosen to purchase Itron Equipment or Third-Party Equipment (as defined in Section 4.1), that will be reflected in the Quote and the equipment purchase terms and conditions of this Agreement will apply. If Customer has not chosen to purchase Itron Equipment or Third-Party Equipment, then the equipment terms and conditions of this Agreement do not apply.

If Customer does not click "Agree," Customer will not be provided the FCS Software, FCS Software maintenance services, Itron Mobile for FCS, or Itron Equipment or Third-Party Equipment.

TERMS & CONDITIONS SPECIFIC TO FCS, MAINTENANCE & SUPPORT, AND ITRON MOBILE

1. FCS Software

1.1 License. Subject to receipt of license fee payment by Customer or by Itron's distributor where Customer has received a distributor Quote, Itron grants Customer a perpetual, non-exclusive and non-transferable license to use the FCS Software and FCS Software documentation for Customer's internal business purposes in connection with the number of endpoints or other devices specified in the Quote, subject to the restrictions described below.

1.2 License Restrictions. The FCS Software may only be installed in one production environment and one test environment on Customer premises. Customer is not permitted to copy the FCS Software other than to make one machine readable copy for disaster recovery or archival purposes. Customer is not permitted to (i) modify or create any derivative works from the FCS Software, (ii) include or combine the FCS Software with any software, equipment, or hardware other than as authorized by Itron, (iii) use the FCS Software to provide services to third-parties, (iv) reverse assemble, decompile, reverse engineer the FCS Software or otherwise attempt to derive its source code, (v) export the FCS Software, or (iv) use the FCS Software to create products or services that compete with any of Itron's products or services. Customer's breach of these restrictions shall constitute a material breach of this Agreement and shall result in revocation and immediate termination of all rights and licenses granted under this Agreement. Revocation does not preclude Itron from pursuing any legal and equitable remedies for Customer's breach of these restrictions.

1.3 Limited Itron FCS Software Warranty. For a period of ninety (90) days from the date of shipment, Itron warrants to Customer that the FCS Software will substantially conform in all material respects with Itron published specifications. As Customer's sole and exclusive remedy for any breach of this warranty, Itron will during the warranty period set forth in this Section, either repair or replace non-conforming FCS Software to substantially conform to Itron published specifications. After the ninety (90) day period, any Itron FCS Software non-conformities will be addressed under maintenance services terms. This software warranty does not apply to non-conformities 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 FCS Software in accordance with the FCS Software documentation, or use of FCS on Equipment not specified by Itron; (iv) incorrect data, or data entry or output by Customer or a third-

party; (v) 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 Itron FCS Software or Customer's systems through no fault of Itron.

1.4 Delivery & Invoicing. Customer will be invoiced for FCS Software upon delivery to Customer, which may be made by making FCS Software available to the distributor or Customer via electronic means or by delivery on physical media.

2. Itron Mobile for FCS

2.1 Tier-Based Annual Subscription Fee. Itron Mobile is offered as an annual subscription service. The subscription fee is charged on fixed numerical range of meters or endpoints (a "Tier"). The annual subscription fee for each Tier are identified in the Quote.

2.2 Commencement of Annual Subscription. The initial Itron Mobile subscription term begins when Itron Mobile is set-up by Itron.

2.3 One-Time Itron Mobile Set-Up Fee. Customer will be charged a one-time set-up fee.

2.4 Subscription Auto-Renewal. Customer's Itron Mobile subscription will renew automatically for one-year terms, unless either Itron or Customer gives ninety (90) days' prior written notice of intent not to renew.

2.5 No Termination for Convenience. Neither Itron nor Customer may terminate Itron Mobile during a subscription term.

2.6 Annual Subscription Fee Adjustment. Itron has the right to adjust the subscription fee for each renewal term, without regard to Tier.

2.7 Tier Adjustment. Itron has the right to adjust Customer's subscription fee at any time if Customer's use of Itron Mobile exceeds Customer's Tier. Fees adjusted under this Section 2.5 will normally be invoiced within thirty to sixty days depending on when meter or endpoint provisioning occurs.

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

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

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

2.11 Internet Connectivity. Itron Mobile requires Internet connectivity, which Customer is solely responsible for obtaining and paying for.

2.12 Disclaimer of Liability. 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.

3. FCS Maintenance & Support.

3.1 Technical Support Services. Upon validation of Customer's maintenance entitlement, Itron will provide technical support services, which includes system troubleshooting and problem diagnosis, release or system management consulting, and recommendations for

fully utilizing FCS. Customer acknowledges and agrees that technical support services are not intended as a substitute for training of Customer personnel. Customer shall designate up to two FCS resources to act as primary service contacts to the Itron technical support services team. Customer primary service contacts must be trained and qualified on the operation and use of FCS via Itron provided or Itron approved FCS training programs.

3.2 Maintenance & Support Year. Maintenance and support services are offered as an annual service, billable in advance and renewable annually. Each annual term is referred to as a "Maintenance & Support Year."

3.2.1 Commencement of Maintenance & Support Services Fees; Invoicing & Payment. Maintenance and support services for FCS Software commence upon delivery of FCS Software to Customer, and Itron will then invoice Customer for those services. Customer will pay the invoice within thirty (30) days of receipt.

3.3 Annual Adjustment. Maintenance and support services fees are subject to an annual adjustment upon renewal. Additionally, Maintenance fees may be further adjusted upon an increase or decrease in Customer's endpoint count which exceeds or decreases their current licensed meter / endpoint tier.

3.4 Renewals. Itron will provide Customer with a renewal notice at least one-hundred twenty (120) days prior to the end of the Maintenance & Support Year. Customer must notify Itron within thirty (30) days after receiving Itron's renewal notice if Customer wishes to change service coverage or does not wish to renew services. Otherwise, maintenance and support services will automatically renew, and Customer will be obligated to pay for the new Maintenance & Support Year.

3.5 Effect of Early Termination by Customer. Itron will not refund prepaid fees if Customer terminates maintenance and support services without cause prior to the expiration of Maintenance & Support Year.

3.6 Restoring Maintenance & Support Services. If Customer discontinues maintenance and support services and thereafter wishes to resume them, Customer must notify Itron in writing of its request and pay Itron's then-current re-initiation fee.

3.7 Effect of Termination for Cause by Itron. Itron will not refund prepaid maintenance and support services fees if Itron terminates maintenance and support services for cause prior to the expiration of Maintenance & Support Year.

3.8 Client Service Guideline Documents. Itron maintains Client Service Guideline documents to help Customer work effectively with Itron's Global Support Service team. Itron will instruct Customer on how to obtain those documents. Customer will adhere to the guideline processes to insure prompt and accurate service.

3.9 Itron Support Service Levels. Itron uses a severity level category system to prioritize support services requests, described in the Support Service Levels Table below.

3.10 Customer Obligation to Install Releases. Itron will only provide support services for Itron software that is kept current by Customer. Customer must be operating the most recent system release. Customer must have installed and tested one of the two (2) prior service pack releases. Customer will test and install system releases and service pack releases within twelve (12) months of being made available to Customer.

3.11 Installation Support. Support services for Customer installation of Itron software includes limited remote phone support for Itron certified, production server configurations licensed by Customer, during standard business hours. At Customer's request, Itron may provide additional installation services at Itron's then current rates.

3.12 Mandatory Revisions. Customer must install all mandatory revisions. Mandatory revisions will be determined by Itron. Mandatory revisions are intended to address a material software error, a material security breach, or a third-party infringement claim or suit of any kind. Itron disclaims all liability related to or arising out of customer's failure to install a mandatory revision in a timely fashion.

3.13 Exclusions. Itron shall have no obligation to provide maintenance and support services for, or liability to, Customer for Itron software adversely affected by (i) use of Itron software in combination with software, equipment, or communications networks not authorized by Itron or referenced in the Itron software documentation as compatible, including Software operated on Itron Equipment that has been serviced or repaired by a third party that is not Itron certified; (ii) modification to Itron software by anyone other than Itron, (iii) failure to perform customer responsibilities described describe in these maintenance and support services terms, (iv) the use of a version of Itron software that is not supported by Itron; (v) Customer's failure to implement a hot fix or mandatory revision provided

by Itron; (vi) maintenance and/or support of Itron software other than by Itron; or (vii) viruses introduced through no fault of Itron.

3.14 End of Maintenance & Support. Itron has the right to discontinue maintenance and support services for Itron software. Itron will normally discontinue maintenance and support services at the end of the current Maintenance Year, in which case Itron will give Customer written notice no less than ninety (90) days prior to expiration of the Maintenance Year. In some cases, Itron may decide to discontinue maintenance and support services in a future Maintenance Year, and if the end of support date takes effect prior to the end of that future Maintenance Year, maintenance and support services fees will be pro-rated through the appropriate end of support date.

3.15 Optional Support for Discontinued Itron Software. At Customer’s request, Itron may elect to provide custom support for discontinued Itron software at Itron’s then-current rates, but Itron is under no obligation to do so.

3.16 Itron Support Service Levels Table. Parties shall work cooperatively to address reported errors in accordance with these Priorities and Service levels.

Severity Level 1

Definition	Critical Business Impact / System Down: An error for which there is no work-around, which causes the software or a critical business function / process of the Itron system to be unavailable. System use and operation cannot continue. An “error” means a failure of the software to substantially comply with the applicable published specifications.
Reporting	Severity 1 errors must be reported by phone to initiate the Severity 1 response process. A Severity 1 Service Request (“SR”) initiated by email or web interface are logged as a Severity 3 until reviewed by Itron Technical Support Services and validated as a higher priority.
Responses	<p>During after-hour periods, Itron will respond to a critical support voice message within 15 minutes by a return call to Customer, which will validate receipt of the critical support call and begin the SR process. During regular business-hours Itron will begin the SR process during Customer’s initial call.</p> <p>Following the start of the SR process Itron will respond to Customer’s SR within 2 business hours with an investigation response.</p> <p>Following the investigation response, Itron will update Customer at three hour intervals during each day the SR remains unresolved, or as otherwise agreed by Itron and Customer.</p> <p>Customer will respond to an Itron inquiry or request within three hours.</p>
Effort Level / Escalation Path	<p>Itron will make diligent efforts on a 24x7 basis*, or as otherwise agreed by Itron and Customer. An SR shall be escalated to Itron’s Global Support Service (“GSS”) management team if a fix is not provided within 1 business day of Itron’s receipt of the Customers call and creation of the SR. A fix is a correction of an error, including a work-around, in order for the software to function in accordance with the applicable published specifications.</p> <p>*24X7 support for Severity Level 1 errors is not currently available for Itron meter products, energy forecasting and load research products, and distribution products.</p>

Severity Level 2

Definition	Moderate Business Impact / Degraded Operation: An error other than a Severity Level 1 error, for
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	which there is no work-around, which limits access or use of the software or a business function, causing the system to miss required business interface or deadlines. The system remains available for operation but in a restricted fashion.
Reporting	Severity 2 errors must be reported by phone to initiate the Severity 2 response process. SRs initiated by email or web interface are logged as a Severity 3 until reviewed by Itron Technical Support Services and validated as a higher priority.
Responses	Customer SR within 1 business day and will update the SR at least every other day. Customer will respond to an Itron inquiry or request within 1 business day.
Effort Level / Escalation Path	Itron will make diligent efforts during normal business hours. SRs shall be escalated to Itron's GSS management team if a fix is not provided within 3 business days of Itron's receipt of Customer's call and creation of the SR.

Severity Level 3

Definition	Minor Business Impact / Compromised Operation: An error other than a Severity Level 1 or Severity Level 2 error that has an inconvenient use of or access to a software function. (e.g., a feature is not working as documented but a work-around is available and significant business functions are not materially impaired).
Reporting	
Responses	Itron will respond to Customer SR within 2 business days.
Effort Level / Escalation Path	Itron technical representatives will make diligent efforts during normal business hours.

Severity Level 4

Definition	No Business Impact / Standard Operation: An error other than a Severity Level 1, Severity Level 2 or Severity Level 3 error. Generally, a cosmetic error or an error which has not degraded Customer's use of the system
Reporting	
Responses	Itron will respond to Customer SR within 3 business days, or as otherwise agreed by Itron and Customer.
Effort Level / Escalation Path	Itron support representatives will devote commercially reasonable efforts during normal business hours.

Severity Level 5

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Definition	No Business Impact. Customer SR for an enhancement or new functionality.
Reporting	
Responses	Not applicable.
Effort Level / Escalation Path	The SR will be evaluated as a potential, future product enhancement. If the enhancement or new functionality requires more immediate attention for Customer, Itron will engage Itron's professional services group to create a customized proposal for Customer, at Itron's then-current services rates.

4. Itron Equipment Terms

4.1 Definitions.

"Equipment" means Itron Equipment and Third-Party Equipment.

"Firmware" means the object code version of software embedded in Equipment.

"Itron Equipment" means equipment manufactured by or on behalf of Itron, such as Itron radios, hand-held field collection devices, meters and end points.

"Third-Party Equipment" means equipment that is not manufactured by or on behalf of Itron, such as mobile phones, tablets, and their accessories.

"Itron Equipment Warranty Period" means the Itron Equipment warranty period, commencing upon the actual ship date, which shall be one (1) year, unless otherwise stated in the attached warranty schedule.

4.2 Ordering. Scheduled shipping dates will be assigned by Itron as close as possible to Customer's requested date based on Itron's then-current lead times for the Equipment. Purchase orders for Equipment may not be canceled or rescheduled by Customer, unless agreed to by Itron. All Equipment sales are final. Itron only accepts returns for Itron Equipment under warranty or if Itron has shipped Equipment other than ordered by Customer and such Equipment is unopened and unused,

4.3 Invoicing. Itron will invoice Customer for Equipment upon the date of shipment.

4.4 Shipment, Title & Risk of Loss. Equipment title and risk of loss shall transfer to Customer upon shipment. Customer shall be responsible for all costs associated with delivery of Equipment to the final destination, including transportation after delivery to carrier and any licensing, certifications, permits, customs fees, import/local taxes, provincial/national tax, and value added tax relating to importation of Equipment.

4.5 Documentation. Itron will make its standard Documentation for Itron Equipment available via download. Itron will provide download instructions.

4.6 Equipment Firmware. The purchase of Itron Equipment includes a perpetual license under Itron copyrights to use Firmware in the Itron Equipment. The license to any Firmware in Third-Party Equipment purchased by Customer through Itron shall be between Customer and the manufacturer of the Third-Party Equipment.

4.7 Limited Itron Equipment Warranty & Warranty Exclusions. Itron warrants solely to Customer that, during the Itron Equipment Warranty Period, Itron Equipment will be free from defects in materials and workmanship and will conform in all material respects to the applicable Itron published specifications. As Customer's sole and exclusive remedy, Itron will, at its option and expense: (i) repair or replace faulty Itron Equipment under warranty after it has been returned to an Itron-designated repair facility during the Itron Equipment Warranty Period in accordance with Itron's then current RMA policy and procedures, or (ii) provide Customer with a Firmware fix to correct the nonconformity. Customer will pay the cost of returning Itron Equipment to the Itron designated repair facility and Itron will

pay the cost of returned repaired or replacement Itron Equipment to Customer. Customer is responsible for any labor costs associated with removal or reinstallation of Itron Equipment. Repaired and replacement Itron Equipment will be warranted for the remainder of the Itron Equipment Warranty Period, or sixty (60) days from the ship date of the repaired or replaced Itron Equipment, whichever is longer. This Itron Equipment warranty does not cover Itron Equipment in poor operating condition due to: (a) changes made to Itron Equipment without Itron's prior written consent; (b) use with equipment, software, or firmware that Itron has not provided to Customer or approved in writing for use with Itron Equipment; or (c) Customer's failure to operate Itron Equipment in accordance with its Documentation. Customer may request that Itron repair Itron Equipment damaged by any of the foregoing; if Itron agrees to make such repairs, Customer may be charged additional Fees.

4.8 Third-Party Equipment Warranty. Itron is not the manufacturer of the Third-Party Equipment and makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition, quality, performance or non-infringement of Third-Party Equipment. Third-Party Equipment shall be subject to any warranties provided by the Third-Party Equipment manufacturer. Itron will pass through to Customer. Customer must coordinate all Third-Party Equipment warranty returns with the Third-Party Equipment manufacturer.

4.9 Equipment Maintenance. Itron provides estimates for post-warranty maintenance and repair services of Customer's Equipment, as part of the Quote. Initiation, billing, renewal and termination of Equipment maintenance services is managed within the same processes defined in Section 3, FCS Maintenance and Support.

GENERAL TERMS & CONDITIONS OF SALE

5. Purchase Orders. Purchase orders are required to order Itron products and services. Purchase orders are subject to Itron credit approval. Pre-printed terms and any contingencies, additions, or conflicting terms on a purchase order submitted by a customer will be null and void.

6. Fees, Taxes, and Payment. Fees and charges for Itron products and services identified in the Quote are exclusive of transaction taxes and duties. Transaction taxes and duties will be invoiced in the absence of a valid customer tax exemption certificate or direct pay permit. Payment terms are net thirty days from the date of invoice. All payments must be made in US currency. Interest will accrue on late payments at the rate of 1.0% of the outstanding balance per month, or the maximum rate permitted by law until paid. In the event of late payments, Itron may condition future purchases on prepayment or payment in less than thirty (30) days.

7. Confidentiality. All oral or written information exchanged between Itron and Customer in connection with performance under this Agreement is regarded as confidential information. All such information must be treated as confidential and must not be disclosed to any third-parties without obtaining the written consent of the party that provided the information, unless such information: (a) is or will be in the public domain (other than through the receiving party's unauthorized disclosure); or (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, or rules of any stock exchange, or orders of the court or other government authorities. This section shall survive the termination of this Agreement for any reason.

8. Customer Data. All data about Customer's existing or prospective end users that Itron acquires, develops, or derives in connection with performance under this Agreement will be treated by Itron as confidential information. Itron will use safeguards reasonably designed to prevent unauthorized collection, access, disclosure, and use of the data while in Itron's custody. Customer agrees to cooperate to investigate and remedy any safeguards breach and any related disputes, inquiries, or claims.

9. Indemnification Against Third-Party Claims. Itron will defend and indemnify Customer and Customer's successors and assigns, officers, directors, employees, representatives, and agents from and against any and all claims, demands, suits, actions, or causes of action of any kind whatsoever for damages, losses, costs and/or expenses (including legal fees and disbursements) by an unaffiliated third-party (each a "Claim") to the extent resulting from (a) damages to persons or real or tangible property, bodily injury or death arising in connection with this Agreement and caused by Itron's gross negligence or intentional misconduct, or (b) any allegation that any Itron product or service infringes upon any such third-party's intellectual property. Itron's obligation to defend and indemnify does not apply to equipment or software that is not manufactured or developed by or on behalf of Itron, unless the third-party equipment or

software has been embedded in Itron products or services.

10. Conditions to Infringement Claim Defense. Itron's infringement defense obligation is conditioned on Itron's right to (a) procure the rights for its customer to continue using allegedly infringing products and services, (b) replace them with functionally equivalent alternatives, or (c) modify them to become non-infringing. If those options are not commercially reasonable in Itron's sole judgment, Itron shall have the right to require its customer to cease using the products and services, and Itron will refund the depreciated value of the affected product and the unused portion of the service.

11. Exclusions to Infringement Claim Defense. Itron shall have no obligation under this Agreement to the extent any claim of infringement results from: (i) use of an Itron product or service, other than as permitted under this Agreement or as intended by Itron, if the infringement would not have occurred but for such use; (ii) use of any Itron product or service in combination with any other product, equipment, software or data, if the infringement would not have occurred but for such combination; (iii) any use of any release of Itron software or any firmware other than the most current release made available to Customer, (iv) any infringement claims resulting from the customer's refusal to implement, or delay in implementing, modifications recommended by Itron to avoid or mitigate such claim, (v) any modification to an Itron product or services by a person other than Itron or an authorized representative of Itron, or (vi) specific instructions to Itron by its customer. In addition, Itron shall not be liable for enhanced or punitive damages that could have been avoided or reduced by actions within the control of its customer.

12. Right to Defend Infringement Claims. Customer must provide prompt written notice of a claim alleging infringement by Itron products and services. Itron has the right to control the defense, settlement, adjustment or compromise of the claim. Itron's customer will reasonably assist Itron with the defense. Itron shall not consent to any judgment or settlement of an infringement claim that creates an obligation on its customer without first obtaining the customer's prior written consent.

13. THIRD-PARTY CLAIM DISCLAIMER. SECTIONS 8 THROUGH 11 CONSTITUTE ITRON'S SOLE AND EXCLUSIVE OBLIGATION WITH RESPECT TO THIRD-PARTY CLAIMS BROUGHT AGAINST ITS CUSTOMER.

14. NO CONSEQUENTIAL DAMAGES. NEITHER PARTY WILL BE LIABLE HEREUNDER FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS OR SAVINGS) FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF THE PARTY WAS OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

15. FEE LIMITATION. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR DAMAGES IN EXCESS OF ONE-HUNDRED PERCENT (100%) OF THE FEES PAID BY CUSTOMER UNDER THIS AGREEMENT APPLICABLE TO PERFORMANCE OR DELIVERABLE TO WHICH THE CLAIM IS RELATED.

16. Reservation of Intellectual Property. Itron reserves all rights, title and interest in and to all of its intellectual property. Customer reserves all rights, title and interest in and to all of its intellectual property.

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

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

19. No Assignment. This Agreement is personal to each party and is not permitted to be assigned in whole or in part, except that Itron has the right to assign, by contract or by operation of law, all or part of this Agreement to any entity controlled by or under common control with Itron.

20. Compliance with Law. Itron and Customer will at all times perform their respective obligations under this Agreement in compliance in all material respects with all applicable foreign, domestic, state, and local laws and regulations of all applicable foreign and domestic jurisdictions. No export rights are granted under this Agreement, and Customer must not directly or indirectly provide, export or re-export, or otherwise make available (in any form, including visual access), Itron products or technology in violation of any such laws or regulations, without all necessary approvals or licenses. Products and technology may not be provided or made available either directly or indirectly, (i) into Cuba, Iran, North Korea, Sudan, Syria, the Crimea region of Ukraine or any other country subject to United States trade sanctions, or to individuals or entities controlled by such countries or to nationals or residents of such countries (other than

nationals who are lawfully admitted permanent residents of countries not subject to such sanctions); or (ii) to anyone on any denied, prohibited, or unverified list maintained by the United States Government, including the Office of Foreign Assets Control (OFAC) Specially Designated Nationals (SDN) List. The Parties must comply with all anti-bribery laws and may not make any payments or transfer any item of any value for the purpose of bribing any individual or group, or accepting or participating in any extortion, kickbacks, or other unlawful or improper means to obtain business related to this Agreement or products and services orderable under this Agreement.

21. Notices. All notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by overnight delivery, (iv) the second business day after sending by confirmed facsimile, or (iv), except for legal notices, the first business day after sending by email.

22. Severability. If any provisions of this Agreement or its application to particular circumstances is determined by a court to be invalid or unenforceable, those provisions (or its application to those circumstances) will be deemed stricken and the remainder of the provisions will continue in effect.

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

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

25. Governing Law. This Agreement and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the jurisdiction where Customer's primary business address is located, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any other jurisdiction. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

26. Entire Agreement. This Agreement constitutes the entire agreement between Itron and Customer with respect to the subject matter hereof. All prior agreements, representations, warranties, statements, negotiations, understandings, and undertakings are superseded, and Customer represents and acknowledges that it has not relied on any representation or warranty other than those explicitly set forth in this Agreement.

Itron Equipment Warranty Schedule

Itron Equipment	Itron Equipment Warranty Terms
Centron and Sentinel electricity meters	3 years from shipment
Repairs for out-of-warranty electricity meters	Itron shall perform the repairs with reasonable care and in a diligent and competent manner. Itron's sole obligation in connection with repair warranty failures shall be, at its option, to correct or re-perform repairs or refund to Customer the amount paid for the repairs. Customer must report any deficiencies in repair work to Itron in writing within 90 days of shipment to receive the remedies described herein.
OpenWay Riva Water Module (including battery)	Full warranty consistent with the warranty terms in the Agreement for the first 10 years from shipment.

	<p>For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product.</p> <p>For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current list price for the replacement product.</p> <p>The warranty on Itron water endpoints shall be void if the endpoint is used in connection with a third party reading system that is not approved by Itron.</p>
100W and 100W+ series water endpoints (including battery)	<p>Full warranty consistent with the warranty terms in the Agreement for the first 10 years from shipment.</p> <p>For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product.</p> <p>For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current list price for the replacement product.</p> <p>The warranty on Itron water endpoints shall be void if the endpoint is used in connection with a third party reading system that is not approved by Itron.</p>
OpenWay Riva Leak Sensor	<p>Full warranty consistent with the warranty terms in the Agreement for the first 5 years from shipment.</p>
Leak Sensor (Non-OpenWay Riva)	<p>Full warranty consistent with the warranty terms in the Agreement for the first 10 years from shipment.</p> <p>For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product.</p> <p>For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current list price for the replacement product.</p>
Upgraded handhelds or Mobile Collectors	<p>90 days from shipment.</p>
METRIS Meters and I-250 Meters	<p>Itron warrants that eighty five percent (85%) or more of the METRIS Meters and I-250 Meters shipped to Customer during any calendar year will be free from defects in materials and workmanship such that they maintain set point calibration that is within two percent of their original factory set point calibration (open and check) ("Calibration Warranty"). The foregoing Calibration Warranty is valid until the earlier of (i) 15 years from shipment to Customer of the METRIS Meter and I-250 Meter for which warranty coverage is sought, (ii) the measurement of more than one million cubic feet of gas measured by such meter, or (iii) until such meter is replaced by Customer in connection with a periodic meter change-out.</p> <p>Itron's sole obligation and Customer's exclusive remedy in connection with the breach of a warranty provided under this Section shall be for Itron, at its option, to repair any non-conforming METRIS Meters and I-250 Meters, provided that if Itron determines that it is unable to repair a non-conforming METRIS Meter and I-250 Meter, Itron will refund to Customer the depreciated value of such non-conforming METRIS Meter and I-250 Meter. At</p>

the request of Itron, Customer will provide evidence of a meter's service history to verify warranty coverage.