

Itron Exceptions and Comments on AMI Project General Contract Terms and Federal Requirements

General Exceptions and Comments

Itron has provided a copy of its standard Master Sales Agreement with our original proposal submission and applicable Addenda. Please consider Itron's standard Master Sales Agreement and applicable Addenda as general exceptions to the AMI Project General Contract Terms/Federal Requirements. Specific provisions of Itron's standard Master Sales Agreement and applicable Addenda are referenced below or quoted.

Specific Exceptions and Comments

SECTION	EXCEPTION/COMMENT
AMI Project General Contract Terms/Federal Requirements	Referred to here as the "Agreement."
Exhibits, Annexes and Statements of Work	Itron Addenda and Supplemental Terms (i.e., product specific terms) as well as the statement of work and any order document shall be made a part of the Agreement.
1. Definitions: Work and Services Work	Agreement must be expanded to cover products as well as equipment and professional services – i.e., software, maintenance and support, software-as-a-service, managed services.
8. Progress Reports and Working Schedule	Itron will provide its standard reports. Itron is willing to consider to additional reporting for which there may be additional fees.
10. Suspension or Interruption of Work	For discussion. Itron is in general agreement with this section, but clarification is needed regarding certain clauses such as "excluding profit" and relationship to force majeure provisions.
11.A Termination for Default	For discussion. Itron is in general agreement with this section, but would like to discuss notice and cure periods.
11.B Termination for Convenience	For discussion. If termination by Customer is permitted, Itron must be compensate for all wind down and termination charges from subcontractors as well as for all equipment manufactured by Itron for the project or in process of being manufactured. In the case of suspension of by Customer, Itron must be compensated for both wind-down and ramp-up costs and fees (including those from subcontractors) as well as for all equipment manufactured by Itron for the project or in process of being manufactured.
15.b Services Work Payments	For discussion. General Comment: Agreed upon statements of work will address invoicing and payment terms at agreed upon milestones which may deviate from Section 15.b. Itron can agree to retention on professional installation services.

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	<p>For back office professional services, Itron uses payment milestones tied to deliverables.</p>
<p>16. Equipment, Construction, and Professional Services Warranties</p>	<p>As commented above: the Agreement must explicitly cover products as well as professional services and equipment – i.e., software, maintenance and support, software-as-a-service, managed services.</p> <p>Itron's Professional Services Addendum provided to VIWAPA contains Itron's standard warranty terms – and the duration of the warranty, which is 90 days from completion of the Professional Services.</p> <p>>> EXPRESS WARRANTIES FOR PROFESSIONAL SERVICES.</p> <p>Itron warrants to Customer that Professional Services will be provided by personnel with the requisite experience, skills, knowledge, training and education and in a timely, professional, and workmanlike manner in accordance with the applicable Statement of Work.</p> <p>Remedies.</p> <p>As Customer's exclusive remedy for any material noncompliance by Itron with the express warranties provided above for Professional Services, Itron shall correct the noncompliance within a reasonable period of time under the circumstances, if Customer gives Itron written notice (which notice must describe the noncompliance in sufficient detail to enable Itron to provide the required corrective action) within ninety (90) days of performance of the applicable noncompliant Professional Services. If Itron, in its sole discretion, is unable to correct the noncompliance, its sole obligation will be to refund to Customer a pro-rata amount paid for the nonconforming Professional Services.</p> <p>Itron's Equipment Addendum provided to VIWAPA contains Itron standard warranty terms on equipment manufactured by Itron, as well as duration of warranty which varies by type of equipment. For this particular bid, Itron is quoting a 5-year warranty on Itron Equipment which begins on date of shipment.</p> <p>>> Itron Equipment Warranty.</p> <p>Itron warrants solely to Customer that, during the 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 for a breach of the foregoing warranty, 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 Warranty Period in accordance with Itron's then current RMA policy and procedures, (ii) provide Customer with a Firmware or software fix to correct the nonconformity, or (iii) if Itron determines (in its reasonable judgment) that it is unable to provide a</p>

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	<p>remedy specified in item (i) or (ii) of this section, Itron will provide Customer with a depreciated refund of the purchase price for the applicable Itron Equipment. 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 Warranty Period, or sixty (60) days from the ship date of the repaired or replaced Itron Equipment, whichever is longer. Additional warranty terms for specific Itron Equipment may be specified in the attached Itron Equipment Warranty Table.</p> <p>Itron Equipment Warranty Exclusions.</p> <p>The above warranty and additional warranty terms in the attached Itron Equipment Warranty Table do 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 cables, mounting kits, antennas, battery backups and other devices, third party software or firmware that Itron has not provided to Customer or approved in writing for use with Itron Equipment; (c) Customer's or a third party's misuse, abuse, negligence, or failure to install, test, handle or operate Itron Equipment in accordance with its Documentation; (d) a Force Majeure event; or (e) incorrect data, or data entry or output by Customer or a third party not under Itron's control. Additional warranty exclusions for specific Itron Equipment may be specified in the attached Itron Equipment Warranty Table. 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.</p> <p>Itron Equipment warranty also states that it will pass through to Customer warranties on equipment manufactured by a third-party purchased by Customer through Itron.</p> <p>>> Third-Party Equipment Warranty.</p> <p>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, or make commercially reasonable efforts to enforce on Customer's behalf, any warranties and remedies received from the Third Party Equipment manufacturer.</p> <p>Itron's Software Addendum provided to VIWAPA contains Itron standard warranty terms on Itron software as well as duration of warranty which is 90</p>

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	<p>days from date of delivery.</p> <p>>> Limited Itron Software Warranty.</p> <p>For a period of ninety (90) days from the date of delivery, Itron warrants solely to Customer that the Software will substantially conform in all material respects to the applicable Itron published specifications. As Customer's sole and exclusive remedy for any breach of this warranty, Itron will, at its option, during the warranty period set forth in this section, repair or replace non-conforming Itron Software to substantially conform to the foregoing warranty, provided that Itron will have no obligation to repair or replace any non-conforming Itron Software if this Agreement or applicable Order Document has terminated or expired. The foregoing warranty does not apply to non-conformities in Itron 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 Itron Software in accordance with the Documentation; (iv) incorrect data, or data entry or output, as applicable, 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 Software or Customer's systems through no fault of Itron. After the ninety (90) day period described above, any Itron Software errors will be addressed under maintenance and support terms.</p> <p>Itron does not provide a warranty on Software-as-a-Service or Managed Services. Rather Itron's Software-as-a-Service Addendum and Managed Services Special Conditions provided to VIWAPA contains are provided with service levels.</p> <p>Itron's Maintenance & Support Services Addendum provided to VIWAPA contains response objectives for tech support. In addition, it provides terms address the treatment of warranty on Itron Equipment returned under RMA.</p> <p>In addition, Itron's standard Master Sales Agreement contains the following:</p> <p>>> Warranties and Disclaimer.</p> <p>All warranties relating to products and services provided by Itron under this Agreement are set forth in the applicable Addendum or Order Document.</p> <p>EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED BY ITRON UNDER THE APPLICABLE ADDENDUM OR ORDER DOCUMENT, ITRON MAKES NO WARRANTY OF ANY KIND RELATING TO PRODUCTS AND SERVICES AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING: (I) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (II) WARRANTIES OF TITLE AND NON-INFRINGEMENT, AND (III) WARRANTIES ARISING FROM STATUTE, OPERATION OF LAW, COURSE OF DEALING, PERFORMANCE, USAGE OR TRADE PRACTICE. TO THE EXTENT ANY IMPLIED WARRANTY</p>

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	<p>CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. ITRON AND ITS SUPPLIERS DO NOT WARRANT OR REPRESENT THAT PRODUCTS OR SERVICES WILL BE FREE FROM BUGS OR ERRORS OR THAT THEIR USE WILL BE UNINTERRUPTED. ITRON ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY INTERRUPTION OR CESSATION OF TRANSMISSION VIA CUSTOMER OR THIRD-PARTY WIDE-AREA NETWORK (WAN), CELLULAR OR OTHER PUBLIC COMMUNICATIONS OR BROADBAND SYSTEMS (INCLUDING OUTAGES, DISCONTINUANCE, DEVICE NON-REACHABILITY, LOSS OR INACCURATE READING) OR FOR ANY CONSEQUENCES, LOSSES, OR DAMAGES ARISING FROM CHANGES MADE BY CUSTOMER TO THE CONTENT OR PROGRAMMING OF EQUIPMENT (UNLESS CAUSED BY A DEFECTIVE PRODUCT). THESE DISCLAIMERS WILL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED UNDER THIS AGREEMENT.</p>
<p>5. Ownership of Intellectual Property – First paragraph re PREPA IP</p>	<p>Itron interprets the term “related data” to mean data and meta data generated by or originating from VIWAPA products and services.</p> <p>For avoidance of doubt, Itron reserves ownership in all data and metadata generated by or originating from Itron products, services, and platforms.</p>
<p>22. Patent Infringement 26. Indemnification for Injury and Damage Claims</p>	<p>Itron’s standard limitation of liability is set forth in Section 7 of Itron’s standard Master Sales Agreement provided to VIWAPA .</p> <p>>> Third-Party Claims.</p> <p>Claims Against Customer.</p> <p>Itron will defend Customer against any Claim, and will pay for the resulting costs and damages finally awarded against Customer to the third-party claimant by a court of competent jurisdiction or agreed to in settlement by Itron, arising from or related to: (i) personal bodily injury, death, or damage to tangible personal property or real property, to the extent caused by the negligence of Itron, or (ii) infringement, misappropriation or violation of any third-party Intellectual Property within the Territory by any products or services developed by Itron and provided to Customer under this Agreement. If Itron receives notice of an alleged infringement by any products or services, or if Itron reasonably believes that an infringement Claim is likely, Itron may stop delivery of the affected products or services without liability for failure to deliver them. Itron will have the right, at its sole option, to obtain the right for Customer to continue use of the affected products or services, or to replace or modify the affected products or services so that they are no longer alleged or believed to infringe, if it can be done without significant loss of functionality. If neither of the foregoing options are available to Itron on commercially reasonable terms, Itron may terminate Customer’s use of the affected products or services without</p>

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	<p>further liability under this section, in which case Itron will refund to Customer the depreciated value of the affected product and any prepaid unused portion of the affected service.</p> <p>Itron will have no obligation under <u>Section 7.1(ii)</u> for any Claim arising from or related to: (a) the combination, operation or use of any product or service provided by Itron with any product or service not provided by Itron, (b) any modification to products or services made either without Itron's prior written consent or by a person other than Itron or an authorized representative of Itron, (c) failure to use updated or modified products or services as provided by Itron, (d) any use of any release of Itron software or any firmware other than the most current release made available to Customer, (e) any use of products or services not in accordance with this Agreement and applicable Documentation, (f) Itron's compliance with any designs, specifications, or instructions provided by Customer, or (g) any use of any wireless data services provided by Customer or a third-party.</p> <p>Claims Against Itron</p> <p>Customer will defend Itron against any Claim, and will pay for the resulting costs and damages finally awarded against Itron to the third-party claimant by a court of competent jurisdiction or agreed to in settlement by Customer, arising from or related to: (i) personal bodily injury, death, or damage to tangible personal property or real property, to the extent caused by the negligence of Customer, (ii) infringement, misappropriation or violation of any third-party Intellectual Property within the Territory by any Customer Data or other content or information provided by Customer to Itron, (iii) any privacy or data security law related to Customer's provision of Customer Data to Itron, or (iv) Customer's use of products or services not in accordance with this Agreement and applicable Documentation.</p> <p>Conditions to Defense.</p> <p>As a condition to the Defending Party's obligations under <u>Section 7.1</u> or <u>Section 7.2</u> above, the Defended Party must: (i) promptly notify the Defending Party in writing of the Claim, (ii) give the Defending Party all reasonably requested information and assistance in connection with the Claim in a timely manner, and (iii) give the Defending Party the sole right to control the defense and settlement of the Claim. The Defending Party shall not enter into any settlement of a Claim against a Defended Party without the Defended Party's prior written consent unless: (a) there is no admission of fault of the Defended Party, (b) there is no injunctive or other non-monetary relief against the Defended Party, and, (c) the settlement includes the claimant's or plaintiff's release of the Defended Party from all liability relating in any way to the Claim.</p>

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	<p>EXCLUSIVE REMEDY.</p> <p>THIS <u>SECTION 7</u> CONSTITUTES EACH PARTY'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THIRD PARTY CLAIMS BROUGHT AGAINST THAT PARTY.</p>
21. Assignment	Itron reserves the right to assign the agreement to an Itron affiliate.
MISSING	
Use of Deidentified Data by Itron	<p>Section 9 of Itron's standard Master Sales Agreement – a copy of which is provided to PREPA – includes the right granted by Itron's Customer to use Deidentified Data for the purposes of: (i) providing products and services to Customer, (ii) testing, troubleshooting, and optimizing performance and quality of Itron's products and services, and (iii) generating, storing, distributing, and using Deidentified Data for any lawful purpose. (See below.) Itron's customers regularly grant Itron that right, and it is Itron's expectation such grant will be included in its agreement with VIWAPA</p> <p>>> Customer hereby grants Itron a non-exclusive, royalty-free, perpetual, worldwide license to copy, modify, use, sublicense, distribute, display, create derivative works of all Customer Data for the purposes of: (i) providing products and services to Customer, (ii) testing, troubleshooting, and optimizing performance and quality of Itron's products and services, and (iii) generating, storing, distributing, and using Deidentified Data for any lawful purpose. Itron will use reasonable methods, such as anonymization and aggregation, that are designed to ensure that Deidentified Data cannot be associated with any consumer or household, and shall Deidentified Data only for analysis, reporting, program management, to maintain, improve, and develop its products and services, and other lawful purposes. Itron shall not attempt to reidentify any such Deidentified Data except as necessary to determine that its deidentification processes satisfy the requirements of this Section. Itron's use of Deidentified Data shall not conflict with Itron's obligations under this Agreement.</p> <p>Customer warrants that: (a) it has the legal right and authority to grant Itron the license rights described above, and (b) Itron's exercise of such rights in accordance with this Agreement will not violate any applicable laws or regulations or cause a breach of any agreement or obligation between Customer and any third-party.</p> <p>Deidentified Data means information that cannot reasonably be used to infer information about a Customer end user.</p>

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Confidential Information	<p><u>Definition from Itron MSA.</u> Confidential Information means all information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. The Confidential Information of each Party includes the terms and conditions of this Agreement, as well as business and marketing plans, pricing, technology and technical information, trade secrets, product plans and designs, and business processes disclosed by such Party. However, Confidential Information does not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.</p> <p>Note: Itron will retain a copy of VIWAPA confidential information to meet regulatory and legal obligations.</p> <p>10 Confidentiality (Itron MSA)</p> <p>Each Receiving Party acknowledges that the Disclosing Party's Confidential Information is the property of and confidential to, or a trade secret of, the Disclosing Party. The Receiving Party: (i) must keep the Disclosing Party's Confidential Information confidential and may not directly or indirectly disclose, divulge or communicate that Confidential Information to, or otherwise place that Confidential Information at the disposal of, any other person without the Disclosing Party's prior written approval, (ii) must take reasonable steps to secure and keep secure all Disclosing Party's Confidential Information coming into its possession or control, (iii) may not disclose any Confidential Information to anyone other than the Receiving Party's employees, agents, contractors or subcontractors and professional advisors, or those of its Affiliates, who have a legitimate need to know such Confidential Information, (iv) must use the Confidential Information solely for purposes related to the subject matter of this Agreement or for potential future commercial transactions between the Parties not otherwise covered by a separate agreement, and (v) must ensure that any person to whom it discloses Confidential Information in accordance with this Section is subject to binding confidentiality obligations that are at least as restrictive as those set forth in this Section. Notwithstanding any language to the contrary, the Receiving Party may disclose the Disclosing Party's Confidential Information to the extent it is compelled by law to do so, if the Receiving Party gives the Disclosing Party prior written notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest such disclosure.</p>
Intellectual Property	5 Intellectual Property (Itron MSA)

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	<p>5.1 Reservation of Intellectual Property</p> <p>Subject to the limited rights expressly granted by Itron to Customer under this Agreement, Itron reserves all of its Intellectual Property and, as between the Parties, Itron owns all rights, title and interest in and to its Confidential Information and the products, services and related deliverables provided by Itron under this Agreement. Subject to the limited rights expressly granted by Customer to Itron under this Agreement, Customer reserves all of its Intellectual Property and, as between the Parties, Customer owns all right, title and interest in and to its Confidential Information, including Customer Data. All rights, titles, and interests not specifically and expressly granted by either Party hereunder are hereby reserved. Nothing in this Agreement will be understood to preclude or limit Itron from developing or providing products, services, or related deliverables for itself or other customers, irrespective of the possible similarity of such products, services, or related deliverables to those delivered to Customer.</p> <p>____/</p> <p>Itron will not be providing work for hire.</p> <p>Itron agrees that all documents created specifically for VIWAPA – such as deployment planning and design documents – shall be owned by VIWAPA, as well as required reports to the extent that such reports do not contain Itron proprietary information, such as -- by way of example -- performance characteristics of Itron products and services (or performance of any third-party products purchased by Customer through Itron, without prior written consent of the manufacturer or developer of such third party products).</p>
Dispute Resolution (General)	<p>14 Disputes (Itron MSA)</p> <p>The Parties shall attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity hereof (each, a “Dispute”) in accordance with this Section 14. A Party shall send written notice to the other Party of any Dispute (“Dispute Notice”). The Parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between themselves. In the event that such Dispute is not resolved on an informal basis within thirty (30) business days after one Party delivers the Dispute Notice to the other Party, either Party may, by written notice to the other Party (“Executive Dispute Notice”), refer such Dispute to the executives of each Party designated by such Party in a written notice to the other Party (“Executive”). If the Executives cannot resolve any Dispute during the time period ending thirty (30) business days after the date of the Executive Dispute Notice (the last day of such time period hereinafter referred to as the “Escalation Date”), the Parties may submit the Dispute to any mutually-agreed-to mediation service for mediation by providing to the mediation service a joint written request for mediation and— jointly or individually—a written summary the Dispute and the relief requested in the Dispute. If the Parties decide to mediate the Dispute, they shall cooperate</p>

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	<p>with one another in selecting a mediation service and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The Parties agree that, if they mediate the Dispute, the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the Parties. Either Party may proceed in accordance with the provisions of Section 15 ("Governing Law and Venue") if (i) the Parties mediate the Dispute and cannot resolve the Dispute for any reason within sixty (60) business days after the Escalation Date, or (ii) no mediation occurs, and the Parties cannot resolve the Dispute for any reason within ten (10) business days after the Escalation Date. Notwithstanding the foregoing, nothing in this Section 14 shall be construed as preventing a Party from seeking available equitable relief, including specific performance, and injunctive relief in a court of competent jurisdiction.</p>
Invoice Disputes	<p>6.4 Invoice Disputes (Itron MSA)</p> <p>Customer shall notify Itron in writing of any dispute with any invoice (along with substantiating documentation and a reasonably detailed description of the dispute) within ten (10) days from the original invoice date. Invoices for which no such timely notification is received shall be deemed accepted by Customer as true and correct, and Customer shall pay all amounts due under such invoices within the period set forth in Section 6.3 above. The Parties shall seek to resolve all such disputes expeditiously and in good faith in accordance with the dispute resolution provisions set forth in Section 14 ("Disputes") of these General Terms and Conditions. Notwithstanding anything to the contrary, each Party shall continue performing its obligations under this Agreement during any such dispute, including timely payment by Customer of all undisputed amounts due and payable under this Agreement.</p>
Limitation of Liability	<p>13. Limitation of Liability. (Itron MSA)</p> <p>TO THE GREATEST EXTENT PERMITTED BY LAW, EVEN IF SUCH DAMAGES COULD HAVE BEEN FORESEEN OR IF ITRON HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH DAMAGES ARE ARISING IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF ANY STATUTORY DUTY OR OTHERWISE: (A) IN NO EVENT WILL ITRON BE LIABLE FOR DAMAGES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR PERTAINING TO THIS AGREEMENT SUFFERED BY CUSTOMER OR OTHERS (INCLUDING ANY LOST PROFITS, LOST REVENUE OR LOSS OF GOODWILL); AND (B) ITRON'S TOTAL AND CUMULATIVE LIABILITY, FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF OR PERTAINING TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO ITRON IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE FIRST EVENT GIVING RISE TO A CLAIM UNDER THIS AGREEMENT.</p>

Itron Commercial Comments

Above and beyond the exceptions noted in the previous section and the Itron-provided MSA and Addenda, Itron would like to provide clarity on certain terms attached to our pricing.

Pricing and Taxes

- » Our pricing excludes all Tax, tariffs and duties, except as noted below; any changes to these assumptions will require an adjustment to our price.
- » Taxes assumptions:

Tax	Itron's assumption
Sales Tax	Sales Tax is NOT included in our prices. Itron has assumed VIWAPA is exempt.
Use Tax	Use Tax is NOT included in our prices. Itron has assumed that VIWAPA will be the importer of record and will not be subject to use tax.
Property Tax	Property Tax is NOT included in our prices. Itron has assumed that VIWAPA will hold ownership of the products starting from when the goods leave Itron's manufacturing facility.
Gross Receipts Tax	With respect to any payments the customer deems subject to the gross receipts tax, we expect to increase our pricing to cover the imposition of such taxes.
Withholding taxes	Itron has not assumed any withholding taxes would occur and did not include it in our prices. Itron reserves the right to add a contractual provision for VIWAPA to gross up for withholding taxes in the event VIWAPA does withhold.

Price Adjustments

- » Itron Equipment and Software. Prices for Itron Equipment and Software set forth on the pricing summary are fixed for four years, subject to the following: Once every twelve (12) month period, beginning, Itron reserves the right to adjust the then-current prices for Itron Equipment by up to a percentage equal to the increase in the Index over the prior twelve (12) month period. Adjusted pricing will impact any new or unfulfilled purchase orders. "Index" means the PPI Commodity data for Final demand goods, seasonally adjusted (WPSFD41), as published by the US Department of Labor. The Index is accessible at www.bls.gov/data/.
- » Recurring Services. Itron reserves the right to adjust the then-current prices by up to a percentage equal to the increase in the Index over the prior twelve (12) month period. "Index" means the PPI

Commodity data for Final demand goods, seasonally adjusted (WPSFD41), as published by the US Department of Labor. The Index is accessible at www.bls.gov/data/.

- » Professional services. Itron provides a fixed fee per project based on the scope defined in the Core Services and Start-up Services program. Work exceeding these thresholds due to customer delay will be charged at T&M using prevailing Itron labor rates at the time the work is incurred. Work outside of the SOW will require a change order.

Payment

- » Itron's payment terms are 30 days net.
- » Itron reserves the right to suspend work (and charge related Itron's cost), terminate the contract and / or charges late payment penalties of 1% / month in case of nonpayment.

Invoicing

- » All Equipment will be invoiced upon shipment.
- » Software License will be invoiced once it is made available to VIWAPA in accordance with the SOW.
- » Software Maintenance will be invoiced annually in advance starting on the date at which Software has been made available.
 - » Hybrid SaaS will be invoiced annually or monthly in advance starting on the date at which each environment has been made available.
- » Professional Services will be invoiced in accordance with the SOW.

Freight, Title and Risk of Loss

- » As applicable, VIWAPA will be the importer of record.
- » All Equipment prices do NOT include freight, taxes or duties; an estimate for these charges has been included in the Pricing Worksheet but they will be charged to VIWAPA based on actuals.
- » Title and Risk of Loss will transfer to VIWAPA upon delivery to the carrier at Itron's facility. VIWAPA will keep ownership of the Equipment during the project, even if these are handled in Itron's subcontractors' warehouses during the installation project.