



VIRGIN ISLANDS WATER AND POWER AUTHORITY
POST OFFICE BOX 1450
SAINT THOMAS
U.S. VIRGIN ISLANDS 00804

**CONTRACT BETWEEN THE VIRGIN ISLANDS WATER AND POWER AUTHORITY
AND ITRON INTERNATIONAL**

Contract No. SC-20-25

The within Contract is a properly negotiated agreement between all parties involved. Any marks, changes, white-out, or deletions without the expressed written permission from parties involved shall make this contract null and void.

This Agreement (hereinafter "the Contract") is entered into this ____ day of 28 August 2025, 2025 by and between the **VIRGIN ISLANDS WATER AND POWER AUTHORITY** (hereinafter called the "Authority"), located at 9720 Estate Thomas, P. O. Box 1450, St. Thomas, USVI 00804 and **ITRON INTERNATIONAL LLC** (hereinafter called the "Contractor" or "Itron") at mailing 2111 North Molter Road, Liberty Lake, WA 99019, for a full service turnkey Advanced Metering Infrastructure (AMI) Solution.

WITNESSETH

In consideration of the mutual promises, covenants and conditions contained herein the Parties hereto, intending to be legally bound, hereby agree as follows:

1.SCOPE OF WORK: The Scope of Work set forth herein shall hereinafter be referred to as the "Work". The Work shall be performed in accordance with the Contract, which includes the following documents, in order of precedence:

- a. Amended General Contract Terms with Federal Requirements and the Authority's Basic Insurance Requirements, attached hereto and incorporated by reference herein as Appendix "A";
- b. Order Document, attached hereto and incorporated by reference herein as Appendix "B";
- c. The HUD Rider 2025 attached hereto and incorporated by reference herein as Appendix "C"; and
- d. Procurement documents referenced herein as Appendix "D".

The Parties mutually agree that the best and final offer (BAFO) represents the final scope accepted by both Parties and is the basis of their mutual understanding and agreement.

2.TERM: This Contract shall take effect in accordance with the commencement date as agreed upon between the Parties as contained in the written Notice to Proceed (hereinafter "Effective Date") and will expire four (4) years thereafter.

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3.CONSIDERATION: In consideration of the Contractor's performance of the Work, the Authority shall pay the Contractor the amounts specified in the pricing summary attached to the Order Document as Exhibit A, which shall not exceed Thirty Million Three Hundred Eleven Thousand One Hundred Thirty-Two Dollars and 71/00 (\$30,311,132.71). The Contractor shall charge the Authority for the Work in accordance with the Payment Schedule as indicated in Appendix A. The Payment of any taxes, duties, customs, excise, or other fees (notwithstanding tariffs) shall be the sole responsibility of the Contractor. Unless otherwise authorized by law, the Authority shall not be responsible in any way for any taxes, customs, duties, excise, or other fees.

***Note: A ten percent (10%) retainage shall be withheld from each progress payment for professional services (excluding endpoint monitoring services). Retainage withheld from Installation services shall be released at the completion of System Acceptance Testing. The remaining retainage shall be released 90 days after completion of System Acceptance.**

4.GROSS RECEIPT TAXES: Title 33, Section 44 of the Virgin Islands Code, as amended, requires the Authority when making a payment under this Contract, to deduct and withhold from such payments, gross receipts taxes as required by law pursuant to 33 V.I.C. §43(a) for each payment for Work performed in the Virgin Islands. Notwithstanding any other provisions of this Contract to the contrary, it is agreed between the Parties that for the purposes of complying with Title 33, Section 44 of the Virgin Islands Code, the Authority shall withhold and forward to the Bureau of Internal Revenue the sum of or such amount as required by any changes to the law at 33 V.I.C. §43(a). Despite the requirements under Title 33, Section 44, the Contractor agrees that calculation of gross receipts taxes shall be the sole responsibility of the Contractor. The amount of gross receipts to be withheld shall be **Five percent of all professional services amounts under the contract.** The Authority shall not be responsible in any manner for the miscalculation of the gross receipts due under this Contract or for any additional assessments by the Bureau of Internal Revenue resulting from work performed under this Contract.

In the event the Contract is amended, and the consideration herein increases, the appropriate amount of gross receipt taxes to reflect the increase in the consideration will be deducted.

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5.BUSINESS LICENSE: The Contractor and, if applicable, any of its sub-contractors must comply with all U.S. Virgin Islands laws with respect to licensing which must be obtained in connection with its business operation(s). The Contractor and all subcontractors hired in connection with the Work shall obtain all necessary and applicable business license(s) and present copies to the Authority at the time of contract execution. Failure to present copies of license(s) shall be grounds to consider the Contract as void or the Authority may terminate this agreement if the Contractor is provided additional time to secure its license and fails to do so in a timely manner.

6.EMPLOYMENT OF U.S. VIRGIN ISLANDS RESIDENTS: The Contractor shall comply with 24 V.I.C. § 126, which requires the following preference for resident workers (i.e., any person capable of performing services or labor and who is a citizen of the United States, or an immigrant alien admitted to the United States for permanent residence under the provision of the Immigration and Nationality Act as amended):

Resident workers shall be given preference in employment in the Virgin Islands in any industry or occupation for which such workers are qualified and available. Non-resident workers shall be employed only to supplement the labor force of available and qualified workers. No resident worker shall suffer any reduction in workweek below 40 hours a week by reason of an employer employing a non-resident worker. No employer shall employ a non-resident worker except in strict accordance with the provisions of this chapter and regulations hereunder. Nothing contained herein shall be construed to interfere with the policy of the Employment Services in canvassing of affiliated state employment services to obtain workers before issuing clearance certification for alien workers.

The Contractor shall comply with the requirements of 31 V.I.C. §§ 271 and 272 and Title 24, Chapter 6 (Protection of Resident Workers) of the Virgin Islands Code and hire Virgin Islands Residents and Resident Workers for work in connection with this Contract. The Contractor shall also ensure that its subcontractor(s) comply with the legal requirement to hire Virgin Islands Residents and Resident Workers in connection with this project and shall require such in their contract(s) with their subcontractor(s). Upon request of the Authority, the Contractor shall provide a report and/or information regarding its compliance, and its subcontractor's compliance, with the requirement to hire Virgin Islands Residents and Resident Workers. Before any vacancies are filled with an individual that is not a resident of the Virgin Islands, the Contractor and its subcontractor(s) shall notify the Employment Security Agency of the Virgin Islands Department of Labor in accordance with the requirements of 31 V.I.C. § 272 and 27 V.I.C. § 303b.

The Contractor understands that its failure to adhere to the requirements referenced herein

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may result in the application of penalties as imposed by the Department of Labor as outlined under 31 V.I.C. § 272(c)(d). Additionally, the Contractor's failure to comply with the requirements herein may result in the termination of this agreement in accordance with the Authority's General Contract Terms attached and incorporated by reference herein as Appendix "A." Further, the Authority shall consider Contractor's non-compliance with the provisions of this section in the award of future contracts.

7.COMPLIANCE WITH DAVIS-BACON ACT: The Contractor shall comply with the Davis-Bacon and Related Acts (DBRA) as found in the Code of Federal Regulations (Title 29 CFR, parts 1,3,5,6 and 7). Per the DBRA, the Contractor and its subcontractors performing services under this Contract and on federal contracts shall pay not less than the prevailing wage rates and fringe benefits listed in the Davis-Bacon Wage Rate Determination for corresponding classes of laborers and mechanics employed on similar projects in the area.

8.RELIANCE: The Contractor's representations of its ability to perform the Work with skilled and competent personnel are a substantial and material condition of this Contract. The Contractor agrees, or is otherwise aware, that the Authority shall rely on all the representations related to Contractor's ability to perform the work described in its Proposal attached hereto as Exhibit "D". The negotiated scope of the Contractor's obligations, however, is set forth in Appendices A through

9.ENVIRONMENTAL RESPONSIBILITY: The Contractor shall, in the performance of the Work referenced herein, comply with all applicable rules, regulations, and guidelines issued by the U.S. Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA), the V.I. Department of Planning and Natural Resources (DPNR), and all other federal and territorial regulatory agencies.

The Contractor shall indemnify the Authority for any and all fines that may be assessed against it as a result of the Contractor's failure to adhere to the laws, regulations and directives of the federal and territorial regulatory agencies. If the Contractor is unable to assume the defense of an action taken by the regulator in this matter, the Contractor shall furthermore pay reasonable and documented costs, expenses, and attorney's fees of the Authority in connection with such regulatory action.

10.SAFETY PRECAUTIONS: The Contractor shall be responsible for initiating and maintaining safety precautions and programs and supervising its personnel to ensure the safe performance of the Work. The Contractor shall, furthermore, provide all its personnel with sufficient and appropriate safety devices.

The Contractor shall ensure that the services provided, and the products, equipment, and

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materials furnished and/or utilized are in strict compliance with any and/or all applicable codes and standards regulating its activities, including but not limited to the following:

EPA	Environmental Protection Agency
OSHA	Occupational Safety and Health Administration
NEC	National Electrical Code
NEMA	National Electric Manufacturers Association
RCRA	Resource Conservation and Recovery Act
TSCA	Toxic Substance and Control Act
DOT	Department of Transportation
ASTM	American Society of Testing Materials
AGMA	American Generator Manufacturers Association
NESC	National Electric Safety Code
AWWA	American Water Works Association
NSF	National Sanitation Foundation
FP-96	Federal Highway Administration

The Contractor shall also comply with any and all applicable U.S. Virgin Islands' building, plumbing, mechanical, electrical, fire, health, and public safety codes.

11.DESIGNATED PERSONNEL: The Parties reserve the right to designate personnel to provide information and to coordinate the Work between the Parties.

The Authority designates the following as its Project Coordinator:

Star Matthew
Project Coordinator
V.I. Water and Power Authority
St. Thomas, VI 00804
Office: (340) 773-2250 extension 3068
star.matthew@viwapa.vi

The Contractor designates the following:

Joshua Brinker
Senior Manager, Services and Delivery
Itron International LLC
2111 North Molter Road
Liberty Lake, WA 99019
Cell: (713) 305-8481
joshua.brinker@itron.com

12.PROFESSIONAL STANDARDS: The Contractor shall observe and maintain the professional standards and good practices applicable to its profession and to contractors doing business in the U.S. Virgin Islands.

13.LIABILITY OF OTHERS: Nothing in this Contract shall be construed to impose any liability against the Authority to persons, firms, associations, or corporations engaged by the Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever,

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or make the Authority liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations, and taxes of the Contractor of whatsoever nature, including but not limited to employment insurance and social security taxes for the Contractor, its servants, agents, employees, or independent contractors.

14.NON-DISCRIMINATION: No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of the contracted services on account of race, creed, color, sex, religion, disability, or national origin.

15.REIMBURSABLE EXPENSES: The Authority shall reimburse Contractor promptly for reasonable and necessary business expenses made and substantiated in accordance with applicable law and the policies and procedures established from time to time by the Authority.

16.WAIVERS AND AMENDMENTS: No waiver, modification, or amendment of any term, condition, or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the Parties or by their duly authorized representatives and specifying with particularity the nature and extend of such waiver, modification, or amendment. Any such waiver, modification, or amendment in any instance or instances shall in no event be construed to be a general waiver, modification, or amendment of any of the terms, conditions, or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

17.NOTICE: Any notice required to be given by the terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid, or personally delivered, addressed to the Parties as follows:

The Authority: Karl Knight
Executive Director
V. I. Water and Power Authority
P. O. Box 1450
St. Thomas, U.S. Virgin Islands 00804
karl.knight@viwapa.vi

Copy to: Office of the General Counsel
V.I. Water and Power Authority
P.O. Box 1450
St. Thomas, U.S. Virgin Islands 00804
legaldepartment@viwapa.vi

To contractor: Itron International LLC
2111 North Molter Road
Liberty Lake, WA 99019
Attention: General
Counsel

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With copy to: Itron, Inc.
1250 S. Capital of Texas Highway
Building 3, Suite 500
Austin, TX 78746
Attention: General Counsel

With copy to: Itron, Inc.
Email: legal@itron.com
Attention: General Counsel

18.COUNTERPARTS: This Contract may be executed in two or more counterparts, each of which together shall be deemed an original and the same instrument, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

19.SURVIVAL: The following sections of this Contract will survive the termination or expiration of this Contract and will remain in effect until fulfilled:

- Clause 1: Language regarding Contract Documents and order of precedence
- Clause 3: Consideration
- Appendix A, Clause 28: Indemnification
- Appendix A Clause 30: Governing Law


20.SEVERABILITY CLAUSE: Should any provision of this Contract be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.


21.ENTIRE AGREEMENT: This Contract and the Contract Documents constitute the entire agreement of the Parties hereto, and all prior understandings or communications, written or oral, with respect to the subject matter of this Contract are merged herein.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the day, month and year first above written.

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Itron International, LLC

Signed by:

46361C6B7A31430...
WITNESS

Signed by:

D4BB7D03A21E4BB...
JOEL VACH
President

V.I. WATER AND POWER AUTHORITY


Signed by:

52436AE0B641492...
WITNESS

Signed by:

2C0F72C39C014F4...
KARL KNIGHT
Executive Director

APPROVED AS TO LEGAL SUFFICIENCY:



PATRICIA QUINLAND
Assistant General Counsel

Attachments

APPENDIX A – GENERAL TERMS AND CONDITIONS

VIRGIN ISLANDS WATER AND POWER AUTHORITY
AMI PROJECT GENERAL CONTRACT TERMS/FEDERAL REQUIREMENTS

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AMI PROJECT GENERAL CONTRACT TERMS

1. DEFINITIONS

As used herein, the following terms shall have the meanings set forth below:

- a. The term “**Affiliate**” shall mean any legal entity that directly or indirectly controls, is controlled by, or is under common control with a Party to this Agreement, where “control” means ownership of at least fifty percent (50%) of the equity having the power to vote on or direct the affairs of the entity.
- a. The term “**Authority**” shall mean the purchaser and owner of the Work, the Virgin Islands Water and Power Authority, or an authorized agent thereof. The term “**Services Work**” is a subset of the “Work” or “Scope of Work” and refers exclusively to labor, installation, maintenance, instruction, and any other activities required to design and implement the infrastructure described in the Specifications, Request for Proposal(s), Invitation or Bid of Contract and all requirements of these AMI Project General Contract Terms (including alterations made before the Contract was signed and changed provided for by Clause 9 hereof).
- b. The term “**Claim**” shall mean an unaffiliated third-party claim, action, cause of action, or demand for damages, costs, expenses (including reasonable attorney’s fees), and/or other relief.
- c. The term “**Confidential Information**” shall mean 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.
- d. The term “**Contract**” shall mean the written agreement between the Authority and the Contractor, which includes SC-20-25 and all attachments thereto.
- e. The term “**Contractor**” shall mean Itron, the successful bidder who has been awarded the Contract for the performance of the Work, and shall include successors and assigns.
- f. The term “**Contracting Officer**” shall mean the Executive Director of the Authority and any other officer or employee who is properly designated and shall include, except as otherwise provided, the authorized representative of the Contracting Officer acting within the limits of her authority. The Contracting Officer shall not mean the Project Coordinator.
- g. The term “**Contractor Equipment**” means equipment listed on an Order Document for sale to Authority under this Agreement that is manufactured and branded by or on behalf of SUPPLIER.
- h. The term “**Customer Data**” shall mean all data about the Authority’s end users that Contractor acquires, develops, or derives in connection with the performance of services under this

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Agreement. Customer Data may include Personally Identifiable Information relating to the Authority's end user, which is not generally available to the public. However, Customer Data does not include Deidentified Data.

- i. The term **"Defended Party"** shall mean a Party entitled to defense from the other Party under Section 7 ("Third-Party Claims") of these General Terms and Conditions.
- j. The term **"Defending Party"** shall mean a Party obligated to provide defense to the other Party under Section 7 ("Third Party Claims") of these General Terms and Conditions.
- k. The term **"Deidentified Data"** shall mean information that cannot reasonably be used to infer information about a Customer end user.
- l. The term **"Equipment"** shall mean Contractor Equipment and Third-Party Equipment.
- m. The term **"Documentation"** shall mean user manuals, training materials, product descriptions and specifications, technical manuals, supporting materials, and other documentation relating to products and services offered by Itron, which Itron has made available to Customer.
- n. RESERVED
- o. The term **"End User"** shall mean any person or entity that uses the products or services provided under this Agreement, but who is not a Party to this Agreement.
- p. The term **"Third-Party Equipment"** means equipment listed on an Order Document for sale to Authority under this Agreement that is not manufactured and branded by or on behalf of Contractor.
- q. The term **"Fees"** all amounts to be paid to Contractor by the Authority under this Agreement.
- r. The term **"Intellectual Property"** shall mean all worldwide rights, title and interest in or relating to any intellectual property or industrial property, whether protected, created or arising under the laws of any jurisdiction, including: (i) all patents, utility models and industrial design registrations and all applications for any of the foregoing (including all continuations, divisionals, continuations-in-part, provisionals, renewals, reissues, re-examinations, substitutions, additions, extensions, inventor's certificates and any foreign equivalents of any of the foregoing), (ii) all trademarks, service marks, brand names, trade dress, logos, corporate names, trade names, and other source of business identifiers and general intangibles of a like nature, in each case, together with all goodwill, registrations and applications for registration, extensions and renewals related to any of the foregoing, (iii) all copyrights and works of authorship, in each case, whether or not registered or published, and all registrations, applications, reversions, extensions and renewals for any of the foregoing, and all moral rights, however denominated, (iv) all Internet domain names, and (v) all trade secrets, and other know-how, ideas, technology, software, discoveries, improvements, formulae, confidential and proprietary information, technical information, techniques, inventions, designs, drawings, procedures, processes, methods and models, in each case, whether or not patentable or copyrightable.
- s. The term **"Order Document"** shall mean (i) any document attached hereto and identified as an Order Document on the Effective Date, and (ii) any other document identified as an Order Document that contains Fees and any related Statement of Work and supplemental terms and conditions applicable to specific products and/or services, references this Agreement, and is signed by the Parties after the Effective Date.

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- t. The term **“Party”** shall mean either the Authority or Contractor, and the term **“Parties”** shall mean both the Customer and Contractor collectively.
- u. The term **“Personal Data”** or **“Personally Identifiable Information”** shall mean any data that can be used to identify an individual, including but not limited to names, addresses, phone numbers, email addresses, and other similar data, in accordance with applicable data protection laws.
- v. The term **“Site”** shall any location, whether on public property, private property, or property owned or controlled by the Authority, where the Work is required to be performed. This includes all areas where the Authority’s equipment, infrastructure, facilities, or utilities are situated or must be accessed for the purposes of performing the Work, including but not limited to rights-of-way, customer properties, Authority properties, and public spaces.
- w. The term **“Specifications”** shall mean the detailed description of, and requirements for, work to be performed, including all plans and drawings, which are a part of the Specifications.
- x. The term **“Statement of Work”** or **“SOW”** means any document identified as a Statement of Work and describing professional services to be provided by Itron that (i) is attached to an Order Document, or (ii) references this Agreement and is signed by the Parties.
- y. The term **“Work”** or **“Scope of Work”** shall mean all equipment, supplies and work required to design, construct, install, and/or deliver the infrastructure described in the Specifications, Statement of Work, or Contract and all requirements of these AMI Project General Contract Terms (including alterations made before the Contract was signed and changes provided for by Clause 9 hereof).

2. GENERAL STATEMENT OF RESPONSIBILITY OF THE CONTRACTOR

a. The Contractor shall perform the work in accordance with the terms of the Contract and as set forth in the Statement of Work. This work includes the necessary services, site preparation (excluding make-ready work), installation and testing, and the furnishing of labor, materials, equipment, tools, supervision, transportation and insurance, as described in the Contract. The obligation of the Contractor shall be deemed to carry with it the obligation to incur all items of necessary expense to perform the Work.

b. The Contractor shall be an independent contractor and shall have complete and undivided responsibility for complying with the Contract, including sole discretion for the means by which the Work is to be performed. Without any qualification of such undivided responsibility, the Contractor shall have the right to enter into such subcontracts, purchase orders, and other commitments with third parties for the performance of any part of the Work, as may in his opinion be advantageous or necessary for the expeditious or economical prosecution of the Work. The Contractor shall not assign the Contract or any of his/her duties or responsibilities thereunder without the Authority’s written consent, provided however, that Contractor may assign this Agreement without such consent in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of its relevant assets. This Agreement may only be assigned to entities not prohibited from participating in the federal government procurement contracting process.

c. Any provisions of the Contract which appear to give the Authority the right to direct the Contractor as to the means by which the Work is to be performed, or to exercise any control over the Work shall mean that the Contractor shall be obliged to follow the desires of the Authority only as to the end results and shall not in any way modify or relieve the Contractor of his/her complete and undivided responsibility for the means by which the Work is to be performed.

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d. All supplies and/or equipment supplied, or services performed by Contractor under the Contract shall strictly comply with the terms, conditions, and requirements, and shall be done in a professional and workmanlike manner in accordance with the Contract.

e. The Contractor shall deliver the supplies and/or equipment and perform any services to be furnished in accordance with the scheduled delivery dates and any schedule of performance stated herein. It is understood and agreed by the Contractor that time is of the essence of each and every portion of the work for which a certain length of time or a completion date is fixed for performance. Receipt and acceptance by the Authority of revised schedules from the Contractor during the work shall not be deemed a waiver of the contract completion date, unless agreed to by the Authority in writing.

f. Contractor shall be responsible for the professional quality, technical accuracy and timely completion of its services furnished under the Contract. The contractor shall, without additional compensation, and at its own cost and expense, correct or revise any errors, omissions or other deficiencies in the services.

g. Contractor understands that this project is funded by FEMA and HUD CDBG-DR. Consequently, Contractor will endeavor to follow all requirements for federally funded projects.

3. COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

a. The Contractor agrees to commence the Work promptly after receipt of a written Notice to Proceed from the Authority and to complete it no later than the Contract completion date.

b. The Contractor shall furnish and maintain at the Site a competent resident supervisory representative who shall have the title of Project Manager: provided that the Authority shall have the right to require the removal from the Site of any employee of the Contractor of any subcontractor if in the judgment of the Contracting Officer such removal is necessary to protect the interests of the Authority.

c. The Contractor shall furnish and maintain during the performance of the Work, a competent resident supervisory representative who shall have the title of Project Manager: Provided that the Authority shall have the right to require the removal from the Site of any employee of the Contractor and/or of any subcontractor if in the judgment of the Contracting Officer such removal is necessary to protect the interest of the Authority.

d. The Contract completion date shall be the date specified in the Contract, unless the parties have agreed to an acceptable later date, except that the completion date may be extended under Clauses 9 or 12 hereof. The Work shall be deemed to be completed upon acceptance by the Contracting Officer following written notification from the Contractor that the Work has been performed in accordance with the Contract scope.

4. LICENSES, PERMITS AND RESPONSIBILITY FOR WORK, ETC.

The contractor shall comply with all federal and local laws, codes or regulations which apply to the performance of the Work. The contractor shall secure at its own expense all necessary licenses, certificates, and permits necessary to perform the Scope of Work.

5. ADDENDA

Addenda contain supplemental terms and conditions applicable to certain categories of products and services. Addenda incorporated into this Agreement on the Effective Date are identified on the Attachment Schedule

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to these General Terms and Conditions. After the Effective Date, the Parties may add Addenda to this Agreement by written amendment signed by the Parties.

6. ORDER DOCUMENTS

Order Documents contain Fees, any related Statements of Work, and supplemental and/or modified terms and conditions applicable to specific products and/or services. Order Documents incorporated into this Agreement on the Effective Date are identified on the Attachment Schedule to these General Terms and Conditions. After the Effective Date, the Parties may add additional Order Documents. Any additional Order Documents must be signed by the Parties pursuant to Section 11 to be effective.

7. SITE

- a. The Site will be furnished to the Contractor by the Authority in its existing condition, except as otherwise provided herein. The Site includes any location where the Work is required to be performed, whether on public property, private property, or property owned or controlled by the Authority. This includes, but not limited to, areas where the Authority's infrastructure exists, such as meter bases at or near private, public, or commercial properties, transformers, substations, easements, rights-of-way necessary to complete the Work.
- b. The Contractor has taken all reasonable steps necessary to fully understand the physical conditions at the Site and difficulties that may be encountered in performing the Work due to such conditions. The Contractor acknowledges that the obligation to complete the Work includes assuming risks associated with physical conditions at the Site as they exist on the date of its bid. Notwithstanding the foregoing, the Authority is responsible for informing the Contractor of any existing underground utilities that are not visible during inspection or shown on the available site drawings; however, the Authority does not guarantee the exact location or elevation of such utilities.
- c. Information provided, Specifications, or any drawings regarding the Site are believed to be reasonably correct. Except as otherwise agreed in the SOW, the Authority does not warrant the completeness or accuracy of such information. It is the responsibility of the Contractor to verify all such information before proceeding with the Work.

8. RESPECTIVE RESPONSIBILITIES OF THE PARTIES AT THE SITE

- a. The Authority shall establish general reference points at the Site that will enable the Contractor to perform the Work with minimum interruption or delay. The Authority shall protect and preserve the established reference points and shall not alter their location without proper notice to the Contractor.
- b. The Contractor shall perform the Work at the Site in such manner that avoids damage to existing facilities or interruption with their continued operation. Likewise, The Authority shall ensure that its operation of any existing facilities do not unduly interfere with the Contractor's ability to perform the Work.
- c. The Contractor shall be responsible for locating all existing underground utilities, such as cables, conduit, water pipes, sanitary lines, etc., using hand excavation the Contractor must take care to protect these utilities from damage. Any Damage caused shall be immediately repaired by the Contractor at its own expense. Connections to existing equipment or infrastructure must be made only with the advance approval of the Contracting Officer.
- d. The Contractor shall be responsible for ensuring proper safety and protection measures for the health, life, and safety of personnel, the public, the Work, and all materials, machinery, equipment, tools, and supplies used in the performance of the Work. Additionally, the Contractor is responsible for protecting the property of others from damage during the execution of the Work.

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- e. The Authority shall provide access to the Site at all times during the term of the Contract: Provided, however, that the Contractor shall be responsible for improving and or maintaining any access roads used in the performance of the Work. The Authority assumes no responsibility for the condition or maintenance of these roads.
- f. The Contractor acknowledges that the Work may require access to private and interaction with members of the public. The Contractor and all personnel involved in the Work must conduct themselves professionally at all times, maintaining proper decorum and refraining from any offensive, disruptive, or inappropriate behavior. Any interaction with property owners or members of the public must be respectful and minimize disruption. Failure to adhere to these standards may result in the removal of offending personnel from the Site and further corrective actions by the Authority.
- g. The Contractor shall take all reasonable precautions to avoid causing damage to any customer premises, including landscaping, structures, and other personal property. Should damage occur, the Contractor shall be responsible for promptly repairing or compensating for the damage to the satisfaction of the customer and the Authority

9. ACCESS TO WORK IN PROGRESS

- a. The work shall be performed at the Site or in the Contractor's office or at a location mutually satisfactory to both parties and such location shall not be changed without approval of the Project Coordinator
- b. Subject to federal security laws and regulations, the Authority and its representatives shall at all times have reasonable access to the facilities of the Contractor, his/her engineers, the manufacturing division and subcontractors, to ascertain the progress of the Work.
- c. The Authority and its representatives shall also have reasonable access at all times to work in progress at the Site, and the Contractor shall provide sufficient, safe and proper facilities for such access and inspection, it being understood that such access shall not unreasonably interfere with the orderly completion of the Work by the Contractor
- d. The Project Coordinator shall have access during the normal working hours where the Work is performed and to all of the data, calculations, models, test results, specimens and documents and any other matter related to the performance of the work scope of the contacts.

10. PROGRESS REPORTS AND WORKING SCHEDULES

The Contractor shall prepare weekly progress reports of the Work, or such reports as required by the Project Coordinator. When requested by the Authority, the Contractor shall furnish the underlying documents used in the preparation of any progress report including, if applicable, estimated material and equipment, procurement, manufacturing, shipping, installation and construction schedules: Provided that if, in the judgment of the Contractor, furnishing copies would involve inordinate expense the Authority may be provided access to such document instead.

11. CHANGES

The Contracting Officer may, at any time and without notice to the sureties, issue a written request for changes in the Work, provided that the changes are within the general scope of the Contract. Upon receiving such a request, the Contractor shall, within the time specified in the request but no later than thirty (30) days after receipt, submit an estimate of the effect of the requested changes, if any, upon the Contract price, the completion date, or other terms and conditions of the Contract.

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No changes in the scope of Work shall be implemented, nor shall any related work proceed, until the Contracting Officer issues a written order. IF the Contractor proceeds with the changes to the scope of Work without first obtaining written authorization from the Contracting Officer, it shall be presumed, as a matter of law and that shall be prima facie evidence, that the Contractor is not entitled to additional compensation.

Compensation for changes to the scope of work, or extensions of the completion date due to changes, or other modifications of the Contract as a result of changes shall be set forth in formal Contract change orders. Provided however, that any disagreement between the parties regarding adjustments for changes shall not excuse the Contractor from continuing with the work as modified

12. SUSPENSION OR INTERRUPTION OF WORK

- a. The Contracting Officer may, in writing, order the Contractor to suspend all or any part of the Work for such period of time as he may determine to be appropriate for the convenience of the Authority.
- b. If without the fault or negligence of the Contractor the performance of all or any part of the Work is suspended or interrupted hereunder for any unreasonable period of time, the Contract price shall be adjusted for any increase in the cost of performing the Work excluding profit necessarily caused by such unreasonable period of suspension or interruption, and the Contract shall be modified in writing accordingly. Provided that a claim therefor shall be asserted in writing as soon as practicable after the termination of such adjustment or interruption; and provided further that no adjustment shall be made to the extent that performance by the Contractor would have been prevented by other causes, even if the Work had not been so suspended or interrupted.
- c. Paragraph b above shall not be construed to apply to specific periods of delay or suspension for which advance provision has been made such as anticipated weather conditions.

13. TERMINATION**a. Termination For Default**

- (i) The Authority may terminate the Agreement if the Contractor commits a material breach or default of any of its covenants or obligations under the Contract and fails to remedy the same within thirty (30) days after receipt of written notice thereof. In such event, the Authority may take over the Work and prosecute same to completion by contract or otherwise and may seek to recover from the Contractor and his sureties any excess cost occasioned the Authority thereby, and for damages, inclusive of any excess cost occasioned by the Authority until such reasonable time as may be required for final completion of the Work. If the Contractor's right to proceed is terminated for default, the Contractor shall provide to the Authority all materials, data, reports, calculations, and information that have been compiled by Contractor specifically for the Authority in the performance of the Work and for which the Authority has previously paid.
- (ii) The Contractor may terminate the Agreement if the Authority commits a material breach or default of any of its covenants or obligations under the Contract and shall fail to commence to remedy the same within thirty (30) days after receipt of written notice thereof. In such event, the Authority may be liable for reasonable damages.
- (iii) Upon receipt of a termination notice, Contractor shall (a) promptly discontinue all Work to the extent directed; (b) secure the Work site to avoid damage or injury to persons or property; and (c) comply with Section 18 (Transition Support Services) of the Managed Software-as-a-Service Addendum (Attachment D).

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b. Termination For Convenience

- (a) Upon ninety (90) days' prior written notice, the Authority may, at any time, terminate the Contract for its convenience and without cause.
- (b) Upon receipt of written notice of termination for convenience from the Authority, the Contractor shall:
 - i. cease operations as directed by the Authority in the notice;
 - ii. take actions reasonably necessary, or that the Authority may reasonably direct for the protection and preservation of the Work;
 - iii. except for Work directed to be performed prior to the effective date of the termination stated in the notice, terminate all existing subcontracts and purchase order and enter into no further subcontracts and purchase orders.
- (c) In the case of such termination, for the Authority's convenience, in addition to all other amounts due under this Agreement, the Authority shall be obligated to: (i) pay all undisputed fees and related reimbursable expenses due for services rendered prior to the effective date of termination for convenience in accordance with applicable payment terms (provided, however, that fees to be paid based on milestone achievement will be paid on a pro rata basis based on the percentage of applicable work completed as of the effective date of termination), plus the reasonable, actual, and substantiated costs associated with winding down the services (e.g., costs associated with terminating agreements or disengaging resources that were executed or engaged in reasonable reliance upon completing the terminated services), (ii) pay any agreed upon retroactive equipment price increases that were expressly agreed to in writing by the Parties prior to the effective date of termination, and (iii) purchase all equipment specifically ordered by Contractor for Authority prior to the effective date of termination, provided such orders were made with Authority's prior approval or are non-cancellable. Contractor shall be obligated to take reasonable steps and efforts to mitigate any costs or expenses that can reasonably be avoided in connection with such termination. All materials, supplies and equipment purchased in connection with the scope of work shall, if and when paid for by the Authority, become the property of the Authority. Any unused, prepaid subscription fees shall be applied to the Authority's obligation to pay Contractor's reasonable and substantiated wind-down costs, as described in subsection (i). To the extent the total prepaid amount exceeds such wind-down costs, no refund shall be due to the Authority. The Parties agree that this allocation of prepaid funds is intended to offset termination-related costs, and not to result in any additional refund obligation on the part of the Contractor.

14. FORCE MAJEURE, DELAY, AND DAMAGES

The Contractor shall not be liable (including liquidated damages) for any failure or delay in the completion of the Work resulting from any cause beyond his control and without his fault or negligence, including but not restricted to, compliance with any instructions or priority requests of the Federal Government or any agency thereof, or the Government of the Virgin Islands, acts of God, acts of the public enemy, acts or omissions of the Authority or its agents, acts of another contractor in the performance of a contract with the Authority, fires, floods, epidemics, unusually severe weather, strikes, lockouts, embargoes, wars, riots, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault of or negligence of both the Contractor and such subcontractors and suppliers: Provided, that the Contractor shall within 10 days from the beginning of any such delay, unless the Contracting Officer shall grant a further period of time prior to the date of final settlement of the Contract, notify the Contracting Officer in writing of the delay and causes of delay: and provided, further,

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that the Contractor shall be excused for delays of suppliers only if the Contracting Officer shall determine that the materials or supplies to be furnished are not procurable in the open market, subject to an adjustment in Fees for expedited manufacturing. Any excusable failure or delay hereunder shall extend the Contract completion date accordingly, upon agreement by the Authority, but shall not affect any of the other terms or conditions of the Contract.

If either Party is prevented from performing any of its obligations under this Agreement due to a Force Majeure Event, such obligations shall be suspended for the duration of the Force Majeure Event. If the Force Majeure Event continues for a period of one hundred eighty (180) consecutive days or more and materially affects the performance of this Agreement, either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Termination under this section shall be the terminating party's sole remedy with respect to a Force Majeure Event.

15. DELIVERY AND TITLE TRANSFER

Unless the Authority agrees otherwise in writing, Contractor shall deliver the goods DDP ("delivered duty paid") and F.O.B. (Uniform Commercial Code term) Origin, Prepaid and add to the location identified by the Authority, except that the Authority may, at its option, take delivery of all or any part of the goods at Contractor's facility; provided however that it shall be the responsibility of the Contractor to ensure delivery of the equipment to the designated location and further provided that the Contractor shall deliver the equipment or supplies to a reputable shipping agency and insure the equipment or supplies for 120% of the value of the Contract or Purchase Order.

Title and risk of loss to goods shall transfer to the Authority at the Virgin Islands Port of Entry, prior to importation. The Authority shall be importer of record, and shall be responsible for all declarations, documentation and other requirements for customs clearance, including any applicable duties, taxes, or other fees. Contractor or its assigns shall take possession of goods after customs clearance, and shall be responsible for transport, warehousing, insurance and general safekeeping of goods until the Equipment is installed; however, legal title shall remain with the Authority. Contractor shall indemnify, reimburse and hold harmless the Authority for any loss or damage to the Equipment between the point when taking physical possession after customs clearance and completion of the installation process.

Time of delivery or performance is of the essence, and the Authority's stated delivery or performance date and the date for performance of any other obligation of Contractor shall not be extended for any reason, including delays in manufacture or shipment that Contractor cannot control, except as provided in Section 15.

16. CONTRACT PRICE

The Work shall be performed for the Fees. This Fees shall be subject to change only in accordance with Clauses 12 hereof.

17. TERMS OF PAYMENT

a. Payments will be in accordance with the following for equipment and supplies:

- i. Unless otherwise specified in the Contract, payment shall be made by the Authority to the Contractor within sixty (60) days after receipt and processing of a properly executed and duly certified invoice thereof with required supporting documentation.

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- ii. Should the Contract contain a schedule of payments, such schedule will be appropriately adjusted for any delays in delivery or other performance.
- b. Payments will be made in accordance with the following for services work:
 - i. The total number of increments of progress payments for Services Work shall not exceed 6. Each increment of progress payments shall equal the Contract price for services work.
 - ii. Progress payments will be made within sixty (60) days after receipt of an itemized and duly certified invoice issued by the Contractor based upon completion of each increment of Services Work as listed under paragraphs 2 herein.
 - iii. In making such partial payments there shall be retained ten percent (10%) on the invoiced amount until final completion and acceptance of the Services Work: Provided, however, that the Contracting Officer at any time after fifty percent (50%) of the Services Work has been completed, may approve the payment of any of the remaining partial payments in full.
 - iv. All Services Work and materials covered by partial payments made shall thereupon become the sole property of the Authority, but the provisions shall not be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work or as a waiver of the right of the Authority to require the fulfillment of all the terms of the Contract.
 - v. Upon completion and acceptance of the Work, the amount due the Contractor under this Contract will be paid upon the presentation of a properly executed and duly certified invoice thereof. The Contractor shall furnish the Authority with a release, if required, of all claims against the Authority arising under and by virtue of the Contract, other than such claims, if any, as may be specifically accepted by the Contractor from the operation of the release in stated amounts to be set forth therein.
- c. The obligation of the Authority to make any of the payments required under the Contract shall, in the discretion of the Contracting Officer, be subject to (i) workmanship, (ii) any claims, which the Authority may have against the Contractor and (iii) satisfaction of payment obligations to subcontractors or third party's making claims against Contractor with regard to the performance of the Scope of Work. Any overpayment to the Contractor shall, unless otherwise adjusted, be repaid to the Authority upon demand.
- d. Upon presentation of a request for payment, Contractor shall provide a statement of payments made or owed to all subcontractor(s), which statement shall be independently verified by the subcontractor(s). The Authority reserves the right to withhold payments to Contractors that fail to satisfy subcontractor claims(s).

18. EQUIPMENT AND PROFESSIONAL SERVICES WARRANTIES

a. Professional Services (Systems Integration) Warranty

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- i. The Contractor warrants that all professional services for the design, configuration and integration of the information systems provided under this Contract will be performed by qualified personnel, in a competent and professional manner, and in accordance with industry best practices. This warranty will remain in effect for a period of one hundred eighty (180) days following User Acceptance Testing.
- ii. As the Authority's sole and exclusive remedy for any material noncompliance by Contractor with the express warranties provided above, Contractor shall correct the noncompliance within a reasonable period of time under the circumstances, if the Authority gives Contractor written notice (which notice must describe the noncompliance in sufficient detail to enable Contractor to provide the required corrective action) within one hundred eighty (180) days of User Acceptance Testing. If Contractor, in its sole discretion, is unable to correct the noncompliance, the Authority's sole and exclusive remedy will be receiving a refund of Authority's cost to resolve the noncompliance up to 125% of the amount paid by the Authority for the nonconforming professional services.

b. Professional Services (Field Installation) Warranty

- j. The Contractor warrants that all professional services for the field installation of network devices or meters provided under this Contract will be performed by qualified personnel, in a competent and professional manner, and in accordance with industry best practices. This warranty will remain in effect for a period of one hundred eighty (180) days following the Commissioning of the network device or sixty (60) days following the Commissioning of the meter.
- iii. As the Authority's sole and exclusive remedy for any material noncompliance by Contractor with the express warranties provided above, Contractor shall correct the noncompliance within a reasonable period of time under the circumstances, if the Authority gives Contractor written notice (which notice must describe the noncompliance in sufficient detail to enable Contractor to provide the required corrective action) within the warranty period above of the applicable noncompliant professional services. If Contractor, in its sole discretion, is unable to correct the noncompliance, the Authority's sole and exclusive remedy will be receiving a refund of the costs reasonably incurred by the Authority for the correction of the nonconforming professional services.

c. Equipment Warranty

The warranty applicable to the Equipment provided under this Agreement as set forth in Attachment C – Equipment Addendum, which is incorporated herein by reference. All terms, conditions and limitations of the Equipment warranty shall be as specified in that Attachment.

d. General Warranty Terms

All warranties relating to products and services provided by Itron under this Agreement are set forth in the applicable Addendum or Order Document. Contractor shall not be responsible for issues caused by Customer's unauthorized modifications, use contrary to documentation, or failures in third-party networks outside of Contractor's control; however, such disclaimer shall not relieve Contractor of responsibility for proper design, integration, and operation of the system as specified. The warranty disclaimers herein shall not

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apply to the failure of a product or service to meet the agreed specifications and do not relieve Contractor of responsibility for proper design, integration, and operation of the system as specified. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CONTRACTOR DISCLAIMS ALL OTHER 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 CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. ITRON DOES NOT WARRANT OR REPRESENT THAT PRODUCTS OR SERVICES WILL BE FREE FROM BUGS OR ERRORS OR THAT THEIR USE WILL BE UNINTERRUPTED. CONTRACTOR ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY INTERRUPTION OR CESSATION OF TRANSMISSION VIA AUTHORITY 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.

19. INTELLECTUAL PROPERTY

a. Reservation of Intellectual Property

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.

b. Customer Feedback

Customer hereby grants Itron a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into any products and services any suggestions, enhancement requests, recommendations or other feedback provided by Customer (“**Customer Feedback**”). As between the Parties, Itron will own all rights, title, and interest in and to any products, services, or enhancements developed by or on behalf of Itron based on any Customer Feedback.

20. INSPECTION AND TESTS

- a. The Authority shall have the right upon three (3) business days’ notice, to inspect during regular business hours relevant records of the Contractor or its subcontractors whenever the Authority reasonably believes that this is necessary to assure it that equipment to be furnished hereunder

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is being produced and will be produced in full compliance with the requirement of the Contract or Purchase Order and on schedule. In addition, upon three (3) business days' notice, the Contractor shall provide, and shall cause its subcontractors to provide, reasonable access to factories and shops during local business hours for the Authority to inspect work in progress. The Authority shall have the right to be present and witness tests relating to the equipment purchased hereunder. The Authority, in addition, shall have the right to request additional tests to be performed at agreed upon times and places. Any special tests ordered in writing by the Authority will be paid for by the Authority. No inspection, failure to inspect or waiver of inspection by the Authority or anyone acting on its behalf shall relieve the Contractor of its obligation to furnish equipment and services fully in accordance with the requirements of the Contract or Purchase Order. All equipment is received subject to inspection and approval, notwithstanding prior payment, it being understood that payment does not constitute acceptance.

- b. The Authority shall have the right to inspect the Equipment, if any, at the Contractor's plant or other place of manufacture. The Authority may conduct a preliminary inspection of each delivery. In general, preliminary inspection is intended to screen for such things as damage or loss in transport, and proper labelling and packaging, and to confirm quantity and product type delivered against purchase order, pre-shipping instructions, and/or shipping manifest/bill of lading. No inspection, acceptance of any part or all the Equipment, or payment shall relieve Contractor from full responsibility for furnishing Equipment conforming to the requirements of this Contract, nor prejudice any claim, right, or privilege the Authority may have for defective or unsatisfactory Equipment, delays in delivery, or other non-compliance with this Contract by Contractor.

21. COMPLIANCE WITH APPLICABLE LAWS AND ACCEPTED PRACTICES

- a. The Contractor shall comply strictly with all federal and local laws, codes, and regulations
- b. Should any amendments or additions to territorial laws, codes, or regulations subsequent to the date of advertisement for bids affect any designs or requirements set forth in the Work so as to increase the Contract price or extend the Contract completion date, such amendments or additions shall be deemed to be changes within the meaning of Clause 9 hereof.
- c. The Contractor represents that all of the equipment and construction materials shall be of suitable grade, used for the purpose intended and that the Work shall be in accordance with acceptable United States engineering, construction, and commercial practices.

22. OTHER CONTRACTS

The Authority may undertake or award other contracts for work on the same site. The Contractor shall fully cooperate with such other contractors and the Authority. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by the Authority.

23. PATENT INFRINGEMENT

- a. The Contractor shall indemnify, in accordance with Section 28 herein, and hold the Authority harmless from damages arising out of any claims that the possession or use of the materials or equipment manufactured or furnished by the Contractor, its subsidiaries or any of its suppliers infringe on Letters Patent of the United States of America in accordance with the following:
- b. In the event that the use of the Work or any part thereof shall be enjoined by judicial decree, the Contractor shall (i) replace, at its own expense, any materials, or equipment or part thereof, the use of which shall have been enjoined with non-infringing materials or equipment

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with equivalent capacity and performance, or (ii) procure for the Authority the right to continue to use the materials or equipment or part thereof, or (iii) in the case of equipment or part thereof, modify the same so as to avoid such claims; and

- c. The Contractor will have no obligation under this Section 23 for any claim arising from or related to: (a) the combination, operation or use of any product or service provided by the Contractor with any product or service not provided by the Contractor, (b) any modification to products or services made either without the Contractor's prior written consent or by a person other than the Contractor or an authorized representative of the Contractor, (c) failure to use updated or modified products or services as provided by the Contractor, (d) any use of any release of Contractor software or any firmware other than the most current release made available to the Authority unless such use results from Contractor's failure to provide timely updates, (e) any use of products or services not in accordance with this Contract and applicable documentation, (f) the Contractor's compliance with any designs, specifications, or instructions provided by the Authority, or (g) any use of any wireless or satellite data services.

24. CUSTOMER DATA AND DEIDENTIFIED DATA

Each Party shall comply with applicable data protection laws relating to Customer Data and implement and establish reasonable security measures for the protection and retention of Customer Data. To the extent Customer Data includes Personally Identifiable Information, and Contractor processes such Customer Data on behalf of the Authority as part of the services provided by contractor under this Agreement, the Parties will comply with the Itron Data Processing Agreement (the "**Data Processing Agreement**"). The Data Processing Agreement is available at <https://www.itron.com/legal/privacy/contracts>, is incorporated herein by reference, and will remain in force during the term of this Agreement.

The Authority 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 Contractor's products and services, and (iii) generating, storing, distributing, and using Deidentified Data for any lawful purpose. Contractor 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 use 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. Contractor's use of Deidentified Data shall not conflict with Contractor's obligations under this Agreement.

The Authority warrants that: (a) it has the legal right and authority to grant Contractor the license rights described above, and (b) Contractor'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 the Authority and any third-party.

25. INSURANCE

The Insurance requirements are as set forth in the attached Exhibit A

26. PERFORMANCE BOND

- a. The Contractor shall furnish a performance bond in an amount equal to 100% of the Contract Value.

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- b. Bonds in amounts of \$1,000.00 or less will be in multiples of \$100 and in amounts exceeding \$5,000.00 in multiples of \$1,000: Provided, however, that the amount of the bond shall be fixed by the Authority at the lowest sum that fulfills all conditions of the Contract.
- c. Bonds shall remain in effect until the Authority's final acceptance of the Work (completion of the Contract).
- d. The surety on any bond furnished in pursuance of this Contract must be authorized to do business in the Virgin Islands (See Treasury Department Circular 570 dated June 1, 1965.) and have a minimum Best's rating of A-.
- e. If any surety becomes unacceptable to the Authority, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by the Authority, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Authority and of persons supplying labor or materials in the prosecution of the Work.
- f. Performance Bonds exceeding \$75,000.00 must comply with this paragraph, unless modified with the approval of the Governing Board

27. PAYMENT BOND

- a. The Contractor shall furnish a Payment Bond in an amount equal to 100% of the Contract Value, guaranteeing payment to all laborers, suppliers, and subcontractors for materials provided and services performed under this Contract.
- b. The Payment Bond shall remain in effect throughout the duration of the Work and until all subcontractors, laborers, and suppliers have been paid in full. The Contractor is responsible for maintaining the bond and ensuring that it covers any changes or modifications to the Contract that affect the Contract Value.
- c. The surety on the Payment Bond must be authorized to do business in the Virgin Islands and must have a minimum Best's rating of A-, as per the standards outlined in Treasury Department Circular 570.
- d. In the event any claim or lien is filed against the Site or the Work due to the Contractor's failure to pay for labor, materials, or services, the Contractor shall promptly satisfy or discharge the claim. If the Contractor fails to do so, the Authority may invoke the Payment Bond to resolve the claim, and the Contractor shall be liable for any costs, expenses, or legal fees incurred by the Authority in enforcing the bond.
- e. Failure by the Contractor to provide the Payment Bond or maintain its validity throughout the project may result in suspension of payments under the Contract or termination of the Contract at the Authority's discretion.

28. INDEMNIFICATION FOR INJURY AND DAMAGE CLAIMS

- a. Contractor shall indemnify, defend, and hold the Authority and its servants, employees and agents harmless against any and all third-party claims, damages, injuries, suits, actions, causes of action for damages or alleged damages, orders, judgments, expenses, costs, and attorney's fees, arising after the commencement of the contract, brought for damages or alleged damages arising out of any injury or loss of life, claim or demand of any person or property in any way connected with or arising out of the performance of the work. It is the intention and express

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- agreement of the parties that the Authority shall not be liable for any bodily or personal injuries, loss of life or damage, to Contractor, its servants, employees, agents, invitees, or to Contractor's subcontractors, subcontractor employees, agents, or invitees, or to any other person, or property of Contractor, irrespective of how the same may be caused, whether from action of the elements, or acts of negligence of the Authority, its employees or agents, the Contractor, its servants, employees, agents, or invitees, or the Contractor's subcontractors, subcontractor employee, agents and invitees. It is the intention of the parties that this paragraph shifts the cost of all insurance, whether benefiting the Contractor or the Authority, or both, to the Contractor.
- b. If the Authority is sued for acts arising out of those set out in (a) above, the Contractor shall promptly accept the tender of defense made by the Authority, as a condition of this contract.
 - c. It is further the intention of the parties, that Contractor, its servants, employees, agents, and its carrier will not look to or require the Authority to contribute to any settlement.
 - d. Notwithstanding any other provisions of this Agreement to the contrary, neither the Authority or Contractor shall be liable whether in contract, tort (including negligence), strict liability, products liability, indemnity, contribution, or any other cause of action liability in excess of the total contract value or for punitive, special, indirect, incidental or consequential losses or damages, including loss of profits, use, opportunity, revenues, financing, bonding capacity, or business interruptions; provided that the limitation of liability set forth in this Section shall not apply to Contractor's: (i) indemnity obligations with respect to Third-Party Claims, (ii) willful misconduct, and/or (iii) gross negligence. "Third-Party Claim" means a claim by any person other than (i) a Party or (ii) person providing or receiving indemnity under this Contract.
 - e. The terms and conditions discussed herein are separate and distinct from Liquidated damages terms.

29. DISPUTES

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 32. 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 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 33 ("**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

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be construed as preventing a Party from seeking available equitable relief, including specific performance, and injunctive relief in a court of competent jurisdiction.

30. GOVERNING LAW AND VENUE

This Agreement and all related documents, including all Addenda, Order Documents and Statements of Work hereto, 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 United States Virgin Islands (including its statutes of limitations), 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 jurisdiction other than those of the United States Virgin Islands. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other Party in any way arising from or relating to this Agreement and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the Superior Court of the Virgin Islands or the District Court of the Virgin Islands.

31. LIENS

- a. The Contractor shall indemnify and hold the Authority harmless from all laborers', materialmen's, and mechanics' liens on the Work, the Site, or the Authority's interest therein, arising out of the services, labor, equipment, and materials furnished by the Contractor (or any of its subcontractors) under the Contract. The Contractor shall ensure that the Work and the Site remain free and clear of all liens and encumbrances resulting from the performance of the Work. For the avoidance of doubt, this Section 32 (a) does not apply to liens from third parties that have not been engaged by the Contractor or its subcontractors.
- b. Final payment for the Work, as provided in Clause 14, shall not be due until the Contractor has supplied the Authority with a complete release of all laborers', materialmen's, and mechanics' liens arising out of the services, labor, and materials furnished by the Contractor (or any of its subcontractors) under the Contract. The Contractor shall also provide an affidavit stating that, to the best of its knowledge and information, the releases cover all labor and materials for which a lien could be filed. However, if any subcontractor refuses to provide a release, the Contractor may furnish a bond satisfactory to the Authority to indemnify it against any such lien. If any lien remains unsatisfied after all payments have been made, the Contractor shall promptly refund to the Authority all amounts that the Authority has paid to discharge such liens, including all related costs and expenses, such as attorney's fees. This refund shall be made within thirty (30) days after the Authority submits an invoice for the payment.

32. RIGHT TO AUDIT

Each Party has the right to to engage an outside reputable certified public accountant reasonably acceptable to the other Party, to audit the books and records of the other Party or Contractor's Subcontractors (the "Audited Party") for the purpose of verifying accuracy of invoicing and payments under the agreement. The Auditing Party shall provide thirty (30) days' prior written notice of the audit to the Audited Party; provided that not more than one (1) audit is conducted every twelve (12) months during each calendar year; and, provided further, that such audit shall be conducted during the Audited Party's normal business hours and shall not interfere with the Audited Party's normal operations; and in no event shall such audit last for more than thirty (30) consecutive days. The Auditing Party shall solely bear the cost of any such audit; provided, however, that (1) with respect to any audit by Contractor, if such audit reveals an underpayment by the Authority to Contractor of any amount of compensation under this Agreement, then the Authority shall promptly pay to Itron such underpayment and, if such underpayment equals or exceeds the greater of five percent (5%) of the amounts owed or \$50,000, the Authority shall also bear the cost of

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such audit, and (2) with respect to any audit by the Authority, if such audit reveals an overpayment to Contractor of any compensation under this Agreement, then Contractor shall promptly pay to the Authority such overpayment and, if such overpayment equals or exceeds the greater of five percent (5%) of the amounts owed or \$50,000, the Contractor shall also bear the cost of such audit

33. CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract nor is there any agreement or understanding for a commission, percentage, brokerage, or contingent fees, in connection with obtaining this contract. For breach or violation of this provision the Authority shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

34. GRATUITIES

The Authority may, by written notice to the Contractor, terminate this Contract if it is found by the Authority, after notice and hearing, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative thereof, to any officer or employee of the Authority with a view towards securing the Contract or securing favorable treatment with respect to the performance of such Contract. The Authority's findings hereunder shall be conclusive.

In the event this Contract is terminated pursuant to this paragraph, the Authority shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor, and (ii) as a penalty, in addition to any other damages to which the Authority is entitled by law, to exemplary damages in an amount (as determined by the Authority) which shall not be less than three nor more than ten times the costs incurred or paid by the Contractor in providing any such gratuities to any such officer or employee.

The rights and remedies of the Authority under this provision shall not be exclusive and are in addition to any other remedies provided by law or under this Contract.

35. NOTICE

Any notice which shall be required to be given under the Contract shall be in writing in duplicate, mailed in a postage prepaid wrapper, registered and addressed, in the case of the Contractor to his home office, and in the case of the Authority to the Contracting Officer.

36. ENFORCEMENT

The failure of either party to enforce at any time any of the provisions of the Contract or any rights in respect thereto, or to exercise any option herein provided, shall not be construed to constitute a waiver of such provision, right or option or in any way effect the validity of the contract or the obligation and responsibilities of the parties thereto. The exercise by either party of any of its right or options herein shall not preclude or prejudice either party from exercising any other right it may have.

37. ENTIRE AGREEMENT: MODIFICATION

The Contract constitutes the entire agreement between the parties. The Contract may not be amended or modified except by an instrument in writing signed by duly authorized representatives of the parties.

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38. OTHER REQUIREMENTS

All of the reports, information, data, studies, reports, memoranda documents, etc. (“Written Deliverables”), prepared or assembled by Contractor pursuant to the Work are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Authority, subject to Contractor’s Intellectual Property rights.

All Written Deliverables generated by Contractor specifically for the Authority under the Contract including work product are to become the property of and shall be delivered to the Authority, subject to Contractor’s Intellectual Property rights. Contractor to retain a once reproducible copy of these documents generated by the Contractor, except to the extent Contractor retains Intellectual Property ownership. Contractor retains Intellectual Property ownership in the content of Written Deliverables not specifically prepared for the Authority.

The contractor shall remove from the Work any person assigned thereto who is deemed by the Authority to be objectionable and shall indemnify and hold harmless the Authority regarding any claim arising out of such action. The contractor shall not remove or reassign its Project Manager in charge of the Work, or its other key personnel designated in the Contract without the prior approval of the Authority unless such person is no longer employed by the Contractor.

39. STANDARD OF CARE

The standard of care applicable to Consultant’s services will be the degree of skill and diligence normally practiced by professionals or consultants performing the same or similar services.

40. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, the Virgin Islands Water and Power Authority, or any officer, department, board, commission, or other agency thereof, knowing such claim to be false, fictitious or fraudulent. The contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Island law.

41. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds, including FEMA and HUD CBDG funding. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

42. EQUAL EMPLOYMENT OPPORTUNITY

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; laying off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for

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- employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter onto such litigation to protect the interests of the United States."

43. COMPLIANCE WITH THE COPELAND "ANTI- KICKBACK" ACT

- 1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145. and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier

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subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

44. COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. Withholding for unpaid wages and liquidated damages. FEMA or such other authorized Federal agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same the prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

45. CLEAN AIR ACT

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.S. 7401 et. seq.
- b. The contractor agrees to report each violation to the local Department of Planning & Natural Resources (“DPNR”) and the Authority and understands and agrees that DPNR and the Authority will, in turn, report each violation as required to assure notification to the Federal

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Emergency Management Agency, and the appropriate Environmental Protection Agency Regional office.

- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

46. FEDERAL WATER POLLUTION CONTROL ACT

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the Department of Planning and Natural Resources ("DPNR") and the Authority and understands and agrees that DPNR and the Authority will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency regional office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

47. SUSPENSION AND DEBARMENT

- a. This contract is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by Contractor. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Government of the Virgin Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions."

48. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee or a member of congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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49. ACCESS TO RECORDS

- a. The contractor agrees to provide the Government of the Virgin Islands, the Authority, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

50. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the Authority, or DHS seals(s), logos, crests, or reproductions of flags or likeness of DHS agency officials without specific FEMA or Authority preapproval.

51. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, Executive Orders, FEMA policies, procedures, and directives.

52. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

53. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's action pertaining to this contract.

54. PROCUREMENT OF RECOVERED MATERIALS

- a. In the performance of this contract, the Contractor shall make the maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site,

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<https://www.epa.gov/smm/comprehensive-procurement-guidelines-cpg-program>.”

APPENDIX B - ORDER DOCUMENT

ORDER DOCUMENT

The terms and conditions of the Contract are incorporated into and made a part of this Order Document. Capitalized terms used in this Order Document and not otherwise defined herein will have the meaning assigned to such terms in the Contract.

1. TERMS AND CONDITIONS.

This Order Document and the Attachments referenced in Section 2 below apply only to the products and services described in the pricing summary attached hereto as Attachment A (“**Pricing Summary**”) and the Statement of Work attached hereto as Attachment B. Except for any terms and conditions expressly set forth below in this Order Document, the terms and conditions of the Contract control.

2. ATTACHMENTS.

Attachment A – Pricing Summary
Attachment B – Statement of Work
Attachment C – Equipment Addendum
Attachment D – Managed Software-as-a-Service Addendum
 Exhibit D-1 – Roles and Responsibilities
 Exhibit D-2 – Managed Services Special Terms and Conditions
 Exhibit D-3 – Disaster Recovery Terms and Conditions
 Exhibit D-4 – Operations Optimizer Terms and Conditions
Attachment E – Wireless Data Service Addendum
Attachment F – Maintenance and Support Addendum
Attachment G – Data Processing Addendum
Attachment H – Network Coverage Commitment
Attachment I – Security Addendum
 Attachment J – Software Addendum

3. PRICING.

- a. **Pricing Summary.** Pricing for the products and services identified in the Pricing Summary and the Statement of Work shall be set forth in the Pricing Summary attached to this Order Document as Attachment A.
- b. **Purchase Commitment.** The Authority commits to purchase the quantities set forth in the Pricing Summary. If the Authority fails to purchase the committed quantities by the end of the term, Itron will retroactively adjust pricing and invoice the Authority for the difference between the amount paid and the amount owed under the adjusted pricing. Customer may adjust the quantity for each line item of Itron Equipment as needed to support the project as long as the total spend for Itron Equipment equals or exceeds the total Itron Equipment price in the Pricing Summary as of the Effective Date.
- c. **Pricing Period and Pricing Modifications.** Prices for the quantity of Itron Equipment and duration of Itron Recurring Services (as defined below) set forth in the Pricing Summary as of the Effective Date are effective until December 31, 2028 (the “**Deployment Period**”), and will not be adjusted except as provided below:
 - i. On September 1, 2028, the then-current price will be adjusted for the upcoming calendar year by a percentage equal to the variation of the Index (as defined below) over the prior twelve (12) month period subject to the following.

1. For Itron Equipment, “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/.
2. For Itron Maintenance and Support, Managed SaaS, and Distributed Intelligence Pricing (together “**Recurring Services**”), “Index” means the CPI - All items in U.S. city average, all urban consumers, seasonally adjusted (CUSR0000SA0), as published by the US Department of Labor. The Index is accessible at www.bls.gov/data/.
- ii. For Equipment only, Itron may, from time-to-time upon written notice to the Authority, issue surcharges on new and/or unfulfilled Purchase Orders to offset material increases in Itron’s associated costs arising from: (i) unusual foreign currency exchange variations; (ii) impacts of duties, tariffs, and other government actions(excluding taxes); and (iii) any other macroeconomic circumstances outside of Itron's reasonable control (“Economic Surcharges”). Economic Surcharges will be proportional to the actual increases in Itron’s operating costs. Itron will provide the Authority with advance notice of any Economic Surcharges.
- d. **Estimated Pricing.** The pricing summary includes budgetary, non-binding pricing should the Authority elect to purchase Recurring Services following the initial term of the Contract. The estimated pricing is provided for budgeting purposes only and is not guaranteed. Both parties agree to negotiate in good faith to come to mutually aggregable terms for pricing beyond the initial term.

4. PROFESSIONAL SERVICES.

Itron will perform the Professional Services in accordance with the Statement of Work attached hereto as Attachment B to this Order Document.

5. OTHER ATTACHMENTS TO THE ORDER DOCUMENT.

- a. **Equipment Addendum.** The Equipment Addendum (attached hereto as Attachment C) governs the purchase, delivery, and warranty of Equipment purchased by the Authority.
- b. **Managed Software as a Service Addendum.** The Managed Software as a Service Addendum (attached hereto as Attachment D)
- c. **Wireless Data Service Addendum.** The Wireless Data Service Addendum (attached hereto as Attachment E) governs the provision of wireless data services.
- d. **Maintenance and Support Addendum.** Itron provides Maintenance and Support Services in accordance with the Maintenance and Support Addendum (attached hereto as Attachment F).
- e. **Data Processing Addendum.** The Data Processing Addendum (attached hereto as Attachment G) provides requirement for the handling of Personal Data. For the avoidance of doubt, Itron does not collect or process Personal Data.
- f. **Network Coverage Commitment.** The Parties agree to the Network Coverage Commitment as set forth in Attachment H.
- g. **Security Addendum.** The Security Addendum (attached hereto as Attachment I) provides security requirements for the Work.
- h. **Software Addendum.** Itron provides licensed Software to the Authority in accordance with the Software Addendum (attached hereto as Attachment J).

6. DISTRIBUTED INTELLIGENCE.

If the Authority elects to purchase the Distributed Intelligence Platform, the Parties will execute an amendment to add the Distributed Intelligence Application Addendum to this Order Document. Itron will provide the Distributed Intelligence Platform in accordance with the Distributed Intelligence Application Addendum and the AMI Implementation SOW.

7. MISCELLANEOUS.

Except as otherwise expressly provided or modified in this Order Document, the (i) terms and conditions of the Contract (including any addendums attached thereto) remain in full force and effect, and (ii) the Contract, including this Order Document, constitute the entire and exclusive agreement between the Parties regarding the subject matter hereof, and supersede all proposals and prior agreements, oral or written, and all other communications.

ATTACHMENT A TO THE ORDER DOCUMENT

Pricing Summary

**Balance of page intentionally left blank;
Pricing Summary to follow on next page**



Electric / Gas / Water
Information collection, analysis and application

2111 N. Molter Rd.
Liberty Lake, WA 99019
fax: 866-787-6910
www.itron.com

August 5, 2025

Pricing Summary for

VIWAPA - AMI Refresh (55K, 2025-2027)

Item	Part Number	Description	Qty	Unit Price	Extended Price	Notes
Meters, Network accessories & Network Devices						
1	EIC236	R2SID (HW 4.2), 1S CL200 GenX Riva Meter. 256MB RAM / 2GB Flash. 75s Extended Last Gasp. Arc Detection Disconnect. UL Approved with 8 years warranty	733	\$150	\$109,950	
2	EIC237	R2SID (HW 4.2), 2S CL200 GenX Riva Meter. 256MB RAM / 2GB Flash. 75s Extended Last Gasp. Arc Detection Disconnect. UL Approved with 8 years warranty	47,731	\$150	\$7,159,650	
3	EIC239	RN2SID (HW 4.2), 12S CL200 GenX Riva Meter. 256MB RAM / 2GB Flash. 75s Extended Last Gasp. Arc Detection Disconnect. UL Approved with 8 years warranty	4,762	\$187	\$890,494	
4	EICP364	RP3SIA HW 4.2 3S CL20 Gen X Riva Polyphase Meter. 120V-480V. Enhanced Power Supply. Arc Detection. 256MB RAM / 2GB Flash Flash. Extended Last Gasp. UL Approved with 8 years warranty	120	\$299	\$35,880	
5	EICP365	RP3SIA HW 4.2 4S CL20 Gen X Riva Polyphase Meter. 120V-480V. Enhanced Power Supply. Arc Detection. 256MB RAM / 2GB Flash Flash. Extended Last Gasp. UL Approved with 8 years warranty	29	\$299	\$8,671	
6	EICP370	RP3SIA HW 4.2 16S CL200 Gen X Riva Polyphase Meter. 120V-480V. Enhanced Power Supply. Arc Detection. 256MB RAM / 2GB Flash Flash. Extended Last Gasp. UL Approved with 8 years warranty	1,427	\$299	\$426,673	
7	EICP372	RP3SIA HW 4.2, 45S CL20 Gen X Riva Polyphase Meter. 120V-480V. Enhanced Power Supply. Arc Detection. 256MB RAM / 2GB Flash Flash. Extended Last Gasp. UL Approved with 8 years warranty	12	\$299	\$3,588	
8	EICP366	RP3SIA HW 4.2 9S(8S) CL20 ADV Gen X Riva Polyphase Meter. 120V-480V. Enhanced Power Supply. Arc Detection. 256MB RAM / 2GB Flash Flash. Extended Last Gasp. UL Approved with 8 years warranty	158	\$299	\$47,242	
9	EICP367	RP3SIA HW 4.2 9S/36S CL20 Gen X Riva Polyphase Meter. 120V-480V. Enhanced Power Supply. Arc Detection. 256MB RAM / 2GB Flash Flash. Extended Last Gasp. UL Approved with 8 years warranty	601	\$299	\$179,699	
10	200-005001	ACCESS POINT 5.0, ETHERNET, USA with 8 years warranty	8	\$8,316	\$66,528	
11	200-005507	ACCESS POINT 5.5, CELLULAR, ATT, USA, HE with 8 years warranty	59	\$8,856	\$522,504	
12	210-005009	Relay 5.0, USA, HE with 8 years warranty	66	\$1,728	\$114,048	
13	200-050009	SOCKETAP 5.0, AT&T, 2S, RINGLESS with 8 years warranty	21	\$1,674	\$35,154	
14	200-037004	Access Point, SG, Mounting Kit, Light Pole & Battery Mount	133	\$121	\$16,093	
15	200-450009	Backup Battery, AP4.5/5.0, 8AH	133	\$795	\$105,735	
16	202-450001	Cable, AP 4.5, Back Up Battery, 27 IN	133	\$85	\$11,305	
17	202-450005	Cable, AC Power, AP/Relay, 3-PIN, R/A, 30 FT, 14 AWG-BWG, USA	133	\$80	\$10,640	
18	201-000007	Antenna, Dual Band, 900MHz, +2.4GHz, 2.5/3.5dBi, N-Male, OMNI	133	\$77	\$10,241	
19	201-000050	Antenna, Cellular AP - 2G, 3G, 4G	118	\$47	\$5,546	
19a	201-000059	Panel Mount (inside antennas)	118	\$0	\$0	
20	201-000089	ANTENNA, SOCKETAP 5.0, FLEX ANTENNA + ANT SKIRT, SMA(M)	21	\$31	\$651	
Meters, Network accessories & Network Devices Total					\$9,760,292	
Software & Hardware Tools						
21	280-011019	Communication Tester 6.X Software	4	\$4,343	\$17,371	
22	290-030001	Communication Tester Maintenance	4	\$823	\$3,292	
23	240-005000	Field Service Unit 5.0, USA Std warranty is 1 year	4	\$2,200	\$8,799	
Software & Hardware Tools Total					\$29,462	
Professional Services						
24		Itron Delivery Services Including Travel & Expenses- 30 months	1	\$3,756,188	\$3,756,188	
25		Itron Delivery Services EP Monitoring (18 months)	1	\$739,688	\$739,688	
26		Work Order Implementation	1	\$195,419	\$195,419	
27		Integration Services including Travel (8 months)	1	\$1,192,727	\$1,192,727	
Professional Services including Travel & Expenses Total					\$5,884,023	

AMI Production Onboarding Services					
28	290-001028	AMM-HOSTED APPLICATION MGMT SETUP SERVICES - PROD	1	\$45,158	\$45,158
29	298-000011	CP-HOSTED APPLICATION MGMT SETUP SERVICES - PROD	1	\$11,463	\$11,463
30	290-020062	GATEWAY-HOSTED APPLICATION MGMT SETUP SERVICES - PROD	1	\$12,737	\$12,737
31	290-020006	MPC-HOSTED APPLICATION MGMT SETUP SERVICES - PROD	1	\$3,821	\$3,821
32	290-060055	MULTISPEAK-HOSTED APPLICATION MGMT SETUP SERVICES - PROD	1	\$6,316	\$6,316
AMI Production Implementation Onboarding Services Total					\$79,495
AMI Disaster Recovery Onboarding Services					
33	290-001030	AMM-HOSTED APPLICATION MGMT SETUP SERVICES - DR	1	\$25,474	\$25,474
34	298-000016	CP-HOSTED APPLICATION MGMT SETUP SERVICES - DR	1	\$9,171	\$9,171
35	290-020013	MPC-HOSTED APPLICATION MGMT SETUP SERVICES - DR	1	\$3,057	\$3,057
36	290-020067	GATEWAY-HOSTED APPLICATION MGMT SETUP SERVICES - DR	1	\$7,642	\$7,642
AMI Disaster Recovery Onboarding Services Total					\$45,343
AMI Test Onboarding Services					
37	290-001031	AMM-HOSTED APPLICATION MGMT SETUP SERVICES - NON-PROD	1	\$31,842	\$31,842
38	290-020019	MPC-HOSTED APPLICATION MGMT SETUP SERVICES - NON-PROD	1	\$1,528	\$1,528
39	290-060061	MULTISPEAK-HOSTED APPLICATION MGMT SETUP SERVICES - NON-PROD	1	\$6,316	\$6,316
40	290-020072	GATEWAY-HOSTED APPLICATION MGMT SETUP SERVICES - NON-PROD	1	\$5,326	\$5,326
AMI Test Onboarding Services Total					\$45,013
AMI Production Onboarding Recurring Services					
41	290-020132	MPC-HOSTED APPLICATION MGMT SERVICES - PROD- for a duration of 4 years	4	\$1,243	\$59,661
42	290-060128	MULTISPEAK-HOSTED APPLICATION MGMT SERVICES - PROD- for a duration of 4 years	4	\$1,922	\$92,259
43	290-001114	AMM-HOSTED APPLICATION MGMT SERVICES - PROD- for a duration of 4 years	4	\$15,492	\$743,611
44	298-000046	CP-HOSTED APPLICATION MGMT SERVICES - PROD- for a duration of 4 years	4	\$7,868	\$377,649
45	290-020102	GATEWAY-HOSTED APPLICATION MGMT SERVICES - PROD- for a duration of 4 years	4	\$2,717	\$130,393
AMI Production Recurring Services Total					\$1,403,574
AMI Disaster Recovery Onboarding Recurring Services					
46	290-001112	AMM-HOSTED APPLICATION MGMT SERVICES - DR- for a duration of 4 years	4	\$68,349	\$273,395
47	290-020100	GATEWAY-HOSTED APPLICATION MGMT SERVICES - DR- for a duration of 4 years	4	\$22,142	\$88,569
48	290-020130	MPC-HOSTED APPLICATION MGMT SERVICES - DR- for a duration of 4 years	4	\$10,225	\$40,902
49	298-000044	CP-HOSTED APPLICATION MGMT SERVICES - DR- for a duration of 4 years	4	\$30,138	\$120,552
AMI Disaster Recovery Recurring Services Total					\$523,419
AMI Test Onboarding Recurring Services					
50	290-001113	AMM-HOSTED APPLICATION MGMT SERVICES - NON-PROD- for a duration of 4 years	4	\$35,488	\$141,954
51	290-020101	GATEWAY-HOSTED APPLICATION MGMT SERVICES - NON-PROD- for a duration of 4 years	4	\$443	\$1,771
52	290-020131	MPC-HOSTED APPLICATION MGMT SERVICES - NON-PROD- for a duration of 4 years	4	\$196	\$786
53	290-060127	MULTISPEAK-HOSTED APPLICATION MGMT SERVICES - NON-PROD- for a duration of 4 years	4	\$8,857	\$35,428
AMI Test Recurring Services Total					\$179,938
AMI Production Software License					
54	290-010005	MPC-SOFTWARE LICENSE, PERPETUAL - PROD	55,573	\$2.26	\$125,595
55	290-060053	MULTISPEAK-SOFTWARE LICENSE, PERPETUAL - PROD	55,573	\$0.92	\$51,333
56	295-000001	AMM-SOFTWARE LICENSE, PERPETUAL - PROD	55,573	\$2.83	\$157,088
57	295-000002	CP-SOFTWARE LICENSE, PERPETUAL - PR	55,573	\$3.36	\$186,542
58	290-020060	GATEWAY-SOFTWARE LICENSE, PERPETUAL - PR	55,573	\$0.58	\$32,232
AMI Production Software License Total					\$552,790

AMI Production Software Maintenance License					
59	290-020005	MPC-SOFTWARE MAINTENANCE, PERPETUAL - PROD- for a duration of 4 years	4	\$28,985	\$115,939
60	290-060054	MULTISPEAK-SOFTWARE MAINTENANCE, PERPETUAL - PROD- for a duration of 4 years	4	\$11,840	\$47,360
61	295-000501	AMM-SOFTWARE MAINTENANCE, PERPETUAL - PROD- for a duration of 4 years	4	\$36,212	\$144,847
62	295-000502	CP-SOFTWARE MAINTENANCE, PERPETUAL - PROD- for a duration of 4 years	4	\$42,978	\$171,910
63	290-020061	GATEWAY-SOFTWARE MAINTENANCE, PERPETUAL - PROD- for a duration of 4 years	4	\$7,458	\$29,831
AMI Production Software Maintenance License Total					\$509,887.20
AMI Test Software License					
64	295-000007	AMM-SOFTWARE LICENSE, PERPETUAL -NON PROD	1,000	\$13.92	\$13,920
65	290-059952	GATEWAY-SOFTWARE LICENSE,PERPETUAL -NON PROD	1,000	\$2.94	\$2,940
66	290-020133	MPC-SOFTWARE LICENSE,PERPETUAL -NON PROD	1,000	\$9.30	\$9,300
67	290-060059	MULTISPEAK-SOFTWARE LICENSE, PERPETUAL - NON-PROD	1,000	\$5.53	\$5,530
AMI Test Software License Total					\$31,690
AMI Test Software Maintenance License					
68	295-000530	AMM-SOFTWARE MAINTENANCE,PERPETUAL -NON PROD- for a duration of 4 years	4	\$3,044	\$12,174
69	290-059951	GATEWAY-SOFTWARE MAINTENANCE,PERPETUAL -NON PROD- for a duration of 4 years	4	\$553	\$2,214
70	290-020134	MPC-SOFTWARE MAINTENANCE,PERPETUAL -NON PROD- for a duration of 4 years	4	\$44	\$177
71	290-060060	MULTISPEAK-SOFTWARE MAINTENANCE, PERPETUAL -NON PROD- for a duration of 4 years	4	\$1,107	\$4,427
AMI Test Software Maintenance License Total					\$18,992
Operations Optimizer Essentials Software License					
72	OO Essentials-License (4-Year Term)		55,573	\$987.32	\$9,506
Operations Optimizer Essentials Onboarding Recurring Services					
73	Operations Optimizer Hosted Application Mgmt Services - Software Hosting, up to 55,573 endpoints (4-Year Term)		4	\$12,013	\$48,052
Operations Optimizer Applications-Outcome Services-Subscription-Backoffice:					
74	OO Essentials-Outcome Services-Subscription-Backoffice (4-Year Term)		4	\$36,322	\$145,290
Professional Services OO Essentials					
75	Itron Delivery Services Including Travel & Expenses		1	\$230,959	\$230,959
Backhaul Communication					
76	3000-00363	ITRON MANAGED CELLULAR SERVICES- AT&T-Annual-Upto 4years	80	\$2,324	\$185,920
77	3000-00274	GMS VPN Implementation Set Up One-Time	1	\$26,032	\$26,032
78	3000-00273	GMS VPN Annual Recurring Labor-Upto 4years	1	\$12,532	\$12,532
Backhual Communication Total					\$224,484
Grand Total without installation					\$19,722,207



Item	Part Number	Description	Qty	Unit Price	Extended Price
3rd Party Services-Meter Installations - 12 Months					
1	2000-00034	1S CL100 120V with disconnect	733	\$120.48	\$88,315
2	2000-00034	2S CL200 240V with disconnect	47731	\$120.48	\$5,750,832
3	2000-00034	5S CL20 120V	12	\$133.47	\$1,602
4	2000-00034	6S CL20 120V 4 Wire WYE	601	\$133.47	\$80,218
5	2000-00034	8S CL20 240V 4 Wire Delta	7	\$133.47	\$934
6	2000-00034	9S CL20 auto-ranging	151	\$133.47	\$20,155
7	2000-00034	3S CL10 120V	120	\$140.50	\$16,860
8	2000-00034	4S CL10 240V	29	\$133.47	\$3,871
9	2000-00034	12S CL200 120V	4762	\$120.48	\$573,746
10	2000-00034	13S CL20 120V 3 Wire 3 Phase	0	\$0.00	\$0
11	2000-00034	14S 120/208V 4 Wire Delta	10	\$133.47	\$1,335
12	2000-00034	15S CL200 auto-ranging (quote 16S)	2	\$133.47	\$267
13	2000-00034	16S CL200 auto-ranging	1415	\$133.47	\$188,865
14	2000-00034	19S 2/3	0	\$0.00	\$0
Meter Installations - 12 Months					\$6,726,998
Network Hardware Installation - Scenario 2					
15	2000-00029	Ethernet AP	8	\$5,215.79	\$41,726.32
16	2000-00029	Cellular AP	59	\$5,215.79	\$307,731.58
17	2000-00029	Socket AP	21	\$146.76	\$3,081.92
18	2000-00029	Relay	66	\$5,215.79	\$344,242.11
Network Hardware Installation Total					\$696,782
Installation Total					\$7,423,780
Grand Total with installation					\$27,145,987.33
Freight (Proposed)- Not to exceed, invoiced at act					
19	Estimated Network Equipment Freight (Non-Binding, incoterms CPT)				\$40,480.00
20	Estimated Meter Equipment Freight (Non-Binding, incoterms CPT)				\$75,100.00
					\$115,580.00
Grand Total (Meters,Networks, Installation & Freight)					\$27,261,567.33

Optional Offerings					
AMI Production Software Maintenance License					
21	290-020005	MPC-SOFTWARE MAINTENANCE, PERPETUAL - PROD- for 5th Year	1	\$30,144.24	\$30,144.24
22	290-060054	MULTISPEAK-SOFTWARE MAINTENANCE, PERPETUAL - PROD- for 5th Year	1	\$12,313.56	\$12,313.56
23	295-000503	ODS-SOFTWARE MAINTENANCE, PERPETUAL - PROD- for 5th Year	1	\$17,430.88	\$17,430.88
24	295-000501	AMM-SOFTWARE MAINTENANCE, PERPETUAL - PROD- for 5th Year	1	\$37,660.31	\$37,660.31
25	295-000502	CP-SOFTWARE MAINTENANCE, PERPETUAL - PROD- for 5th Year	1	\$44,696.63	\$44,696.63
26	290-020061	GATEWAY-SOFTWARE MAINTENANCE, PERPETUAL - PROD- for 5th Year	1	\$7,755.94	\$7,755.94
					\$150,001.56
AMI Test Software Maintenance License					
27	295-000550	ODS-SOFTWARE MAINTENANCE,PERPETUAL -NON PROD-for 5th Year	1	\$1,582.68	\$1,582.68
28	295-000530	AMM-SOFTWARE MAINTENANCE, PERPETUAL -NON PROD-for 5th Year	1	\$3,165.35	\$3,165.35
29	290-059951	GATEWAY-SOFTWARE MAINTENANCE,PERPETUAL -NON PROD-for 5th Year	1	\$575.52	\$575.52
30	290-020134	MPC-SOFTWARE MAINTENANCE, PERPETUAL -NON PROD- for 5th Year	1	\$46.04	\$46.04
31	290-060060	MULTISPEAK-SOFTWARE MAINTENANCE, PERPETUAL -NON PROD- for 5th Year	1	\$1,151.04	\$1,151.04
					\$6,520.62
AMI Production Onboarding Recurring Services					
32	290-020132	MPC-HOSTED APPLICATION MGMT SERVICES - PROD- for 5th Year	1	\$15,511.89	\$15,511.89
33	290-060128	MULTISPEAK-HOSTED APPLICATION MGMT SERVICES - PROD- for 5th Year	1	\$23,987.46	\$23,987.46
34	295-000533	ODS-HOSTED APPLICATION MGMT SERVICES - PROD- for 5th Year	1	\$38,459.89	\$38,459.89
35	290-001114	AMM-HOSTED APPLICATION MGMT SERVICES - PROD- for 5th Year	1	\$193,338.89	\$193,338.89
36	298-000046	CP-HOSTED APPLICATION MGMT SERVICES - PROD- for 5th Year	1	\$98,188.65	\$98,188.65
37	290-020102	GATEWAY-HOSTED APPLICATION MGMT SERVICES - PROD- for 5th Year	1	\$33,902.27	\$33,902.27
					\$403,389.04
AMI Disaster Recovery Onboarding Recurring Services					
38	290-001112	AMM-HOSTED APPLICATION MGMT SERVICES - DR- for 5th Year	1	\$71,082.83	\$71,082.83
39	290-020100	GATEWAY-HOSTED APPLICATION MGMT SERVICES - DR- for 5th Year	1	\$23,027.96	\$23,027.96
40	290-020130	MPC-HOSTED APPLICATION MGMT SERVICES - DR- for 5th Year	1	\$10,634.44	\$10,634.44
41	295-000531	ODS-HOSTED APPLICATION MGMT SERVICES - DR- for 5th Year	1	\$25,746.54	\$25,746.54
42	298-000044	CP-HOSTED APPLICATION MGMT SERVICES - DR- for 5th Year	1	\$31,343.61	\$31,343.61
					\$161,835.37
AMI Test Onboarding Recurring Services					
43	295-000532	ODS-HOSTED APPLICATION MGMT SERVICES - NON-PROD- for a duration for 5th Year	1	\$15,842.58	\$15,842.58
44	290-001113	AMM-HOSTED APPLICATION MGMT SERVICES - NON-PROD- for a duration for 5th Year	1	\$36,907.98	\$36,907.98
45	290-020101	GATEWAY-HOSTED APPLICATION MGMT SERVICES - NON-PROD- for a duration for 5th	1	\$460.41	\$460.41
46	290-020131	MPC-HOSTED APPLICATION MGMT SERVICES - NON-PROD- for a duration for 5th Year	1	\$204.31	\$204.31
47	290-060127	MULTISPEAK-HOSTED APPLICATION MGMT SERVICES - NON-PROD- for a duration for 5th	1	\$9,211.17	\$9,211.17
					\$62,626.45
Backhaul Communication					
48	3000-00363	ITRON MANAGED CELLULAR SERVICES- AT&T-Annual 5th Year	80	\$604.29	\$48,343.53
49	3000-00273	GMS VPN Annual Recurring Labor-5th Year	1	\$13,033.09	\$13,033.09
					\$61,376.62
Professional Services					
50	TRC Integration	OMS	1	\$140,596.36	\$140,596.36
51	TRC Integration	GIS	1	\$102,109.09	\$102,109.09
52	Itron Delivery Services EP Monitoring 42 months		1	\$ 1,725,939.65	\$1,725,939.65
					\$1,968,645.10
3rd party services					
53	2000-00034	RTU Rate	TBD	\$47.37	
54		Lock Ring Cut	TBD	\$14.59	
55		Meter Base Repair	TBD	T&M	
56	2000-00034	LCD Read Capture	TBD	\$35.79	
57		Network Tuning Daily Rate			
	2000-00034	Mobilization	TBD	\$16,447.37	
	2000-00034	Installations	TBD	\$5,215.79	
	2000-00034	Standby	TBD	\$5,205.26	
	2000-00034	Standby adder after 10 days	TBD	\$657.89	
Evaluation Period - 12 Months, 10,000 Endpoints					
58		Location Awareness			No Charge
59		Active Transformer Load Monitoring			No Charge
60		Active Transformer Voltage Monitoring			No Charge
61		High Impedance			No Charge
Professional Services DI					
Evaluation Period - 12 Months, 10,000 Endpoints					
62		Itron Implementation Services 12 months	1	\$413,217.12	\$413,217.12
63		DI Training	1	\$31,200.00	\$31,200.00
64		Implementation Travel & Expenses	1	\$3,618.18	\$3,618.18
					\$448,035.30
AMI Environment Licenses for ODS					
65	295-000512	ODS-HOSTED APPLICATION MGMT SETUP SERVICES - PROD	1	\$12,737	\$12,737
66	295-000517	ODS-HOSTED APPLICATION MGMT SETUP SERVICES - DR	1	\$7,642	\$7,642
67	295-000522	ODS-HOSTED APPLICATION MGMT SETUP SERVICES - NON-PROD	1	\$5,095	\$5,095
68	295-000533	ODS-HOSTED APPLICATION MGMT SERVICES - PROD- for a duration of 4 years	4	\$3,082	\$147,923
69	295-000531	ODS-HOSTED APPLICATION MGMT SERVICES - DR- for a duration of 4 years	4	\$24,756	\$99,025
70	295-000532	ODS-HOSTED APPLICATION MGMT SERVICES - NON-PROD- for a duration of 4 years	4	\$15,233	\$60,933
71	295-000003	ODS-SOFTWARE LICENSE, PERPETUAL - PROD	55,573	\$1.31	\$72,767
72	295-000503	ODS-SOFTWARE MAINTENANCE, PERPETUAL - PROD- for a duration of 4 years	4	\$16,760	\$67,042
73	295-000010	ODS-SOFTWARE LICENSE, PERPETUAL -NON PROD	1,000	\$6.86	\$6,860
74	295-000550	ODS-SOFTWARE MAINTENANCE,PERPETUAL -NON PROD- for a duration of 4 years	4	\$1,522	\$6,087
Operation Optimizer Advanced					
75	3000-01561	OO Advanced-License (4-Year Term), up to 55,573 endpoints-One Time	55,573	\$2.00	\$111,397.70
76	3000-01562	OO Advanced-Software Maintenance (Annual), up to 55,573 endpoints	55,573	\$0.40	\$22,279.54
77	3000-01576	OO Advanced-Outcome Services-Subscription-Backoffice (Annual), up to 55,573 endpoints	55,573	\$1.09	\$60,385.98
78	3000-00203	Operations Optimizer Hosted Application Mgmt Services - Software Hosting, up to 55,573 endpoints (Annual)	1	\$11,412.14	\$11,412.14
					\$205,475.36
Professional Services Operation Optimizer Advanced					
79		Itron Professional Services	1	\$104,088.42	\$104,088.42

Notes and Assumptions

- (1)

Pricing is based on the contract SC-20-25 between VIWAPA and Itron.
- (2)

Pricing is fixed for four years from the Effective Date.
- (3)

Tariffs are not included.Prices are in US dollars. This quote is valid for 60 days.
- (4)

Travel is included in the Professional Services.
- (5)

Itron will provide DI evaluation license for a period of 12-months containing 4 apps includingn for upto 10,000 endpoints.
- (6)

Itron Meter Remediation (Endpoint Management): Shall be performed as agreed in the Statement of Work (SOW).
All work will be performed remotely. Should travel be requested, travel and expenses will be billed back to the Utility at actual.
- (7)

Pricing for training applies to the courses mentioned in the Statement of Work. Additional training will require a change order.
- (8)

If required through change order, travel and expenses will be billed back to the Utility at actual.
- (9)

Taxes assumptions:

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- Services pricing includes GRT.

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.

Itron has assumed that VIWAPA will hold ownership of the products starting from when goods arrive at USVI port of entry.

All installation services are performed by Itron's subcontractor; and
- (10)

Itron maintains ohysical presence of emolovees in USVI at a nominal amount.

Meter and Network Equipment installation prices are based on the following assumptions:

Installation pricing is based on an 22-month deployment.
Assumes prevalling wages.
No requirements for use of union labor.
No state or federally mandated change to employee benefits or minimum wage laws occurs during the project implementation period. If changes occur, Itron reserves the right to modify pricing accordingly.
Itron will only be responsible for the repair of damages caused directly by Itron services.
All meters are located in geographically contiguous routes within selected areas and Itron will have the flexibility to route technicians in what we consider to be the most efficient order taking into account the published blackout schedule.
Pricing includes secure facilities for the installation/retrofit workforce, storage for meter/module inventory, and secure overnight parking for installer vehicles.
Any suspension, de-mobilization or re-mobilization fees incurred through no fault of Itron, will be passed on to the Utility at the hourly rates detailed below.
For VIWAPA installations, the stand down rate is \$200 per hour for meter installers and \$400 per hour for Network installers.There will be no stand-down charges if a stand down request is due to a safety issue caused by Itron or its installer.
- (11)

Equipment pricing excludes customs clearance and is based on tariff rates as of the Effective Date. If changes to tariff rates increase Equipment costs, Itron may increase Equipment prices by a percentage proportional to the tariff increase."
- (12)

Pricing assumes that Utility will provide:

Safe access to all meters, including any keys necessary to access meters, and assistance on unsafe or other special situations.
Current address information and maps of all services.
Customer communications scripts and CUSTOMER will perform all pre-installation customer communications.
- (13)

Invoicing Criteria

Equipment invoiced upon goods arrive at USVI port of entry (pre-billing).
Installation Services invoiced monthly based upon actual completions.
ProSvcS invoiced upon achievement of Milestones within SOW .
Software Licenses invoiced upon delivery.
M&S invoiced upon granting the entitlement for SW licenses and passing UAT.
GMS invoiced annually following upon Customer being granted access and passing UAT.
Itron Functional Testing using Itron standard test cases.
- (14)

Notes & Assumptions applies only to Cellular Aps and Cellular Socket Aps

Each Cellular AP and Socket AP assumed to be deployed in a local carrier Coverage area with support for AT&T Roaming.
Quantity of APs and Socket APs based on initial field network design and subject to change.
All Cellular APs and Socket APs activated by Itron at time of ship so plug and play ready for deployment upon receipt.
Cellular AP data plan assumed to be 5 GB per month.
Socket AP data plan assumed to be 1GB per month.
If actual data usage is more than assumed data plan then customer agrees to annual true-up via change order.
Itron will provide, monitor, and manage the AT&T VPN/APN tunnels into Itron's data center.
Customer must sign Itron Wireless Data Service agreement for terms and conditions of service.
Pricing assumes Itron hosted SaaS environment in U.S. data center.
Pricing is for AP average loading with 15 minute interval data retrieved every 15 mins.
Pricing includes data usage for DI apps during the evaluation period.
Customer invoicing starts first full month after ship.
- (15)

Payment terms are Net 60 days from the invoice date.

Invoicing Requirements
- (16)

Detailed Description of Goods and Services Rendered:

A clear breakdown of each item or service billed, including reference to the corresponding line item in the pricing schedule. Acronyms and abbreviations are allowable but must be consistent across invoices and the pricing sheet. New models or versions may be invoiced provided that appropriate documentation or written notice is included with the invoice.
- (17)

Supporting Documentation for Equipment, Materials, and Freight:

Packing slips and bill of lading showing shipment .
VIWAPA shall provide signed bill of lading confirming receipt within 5 days.
Manufacturer serial numbers, part numbers, and quantities shipped and delivered.
For software licenses: (1) confirmation of availability, (2)entitlement, and (3)activation dates.
- (18)

Professional Services Documentation:

Description of the deliverables tied to the scope of work and associated milestone(s).
Description of the work that was performed, including unit details regarding the services performed.
- (19)

Travel and Expense Reimbursements (pursuant to Note 6 and Note 8 of the Pricing Summary):

Itemized receipts for all reimbursable expenses, including travel, lodging, meals, and incidentals.
Summary report categorizing expenses by employee and trip purpose.
All travel and expenses must comply with the Joint Travel Regulations (JTR) and any applicable DoD funding restrictions.
- (20)

Certification Statement:

A statement certifying that all goods and services have been delivered in accordance with the contract, and that costs claimed are accurate, allowable, and allocable under the applicable funding sources.

ATTACHMENT B TO THE ORDER DOCUMENT

Statement of Work

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Statement of Work to follow on next page**

Turnkey Advanced Metering Infrastructure Solution Statement of Work

Virgin Islands Water and Power
Authority



Document Change Control

Version #	Implemented By	Revision Date	Comment
1.0	John O. Wambaugh	10/1/2024	Initial version
1.1	Itron	11/18/2024	Commented SOW included with RFP response and BAFO
1.2	John O. Wambaugh	3/28/2025	Updated in preparation for contract negotiations
1.3	John O. Wambaugh	5/8/2025	Updated in contract negotiations working session
1.4	John O. Wambaugh	5/13/2025	Updated in contract negotiations working session
1.5	John O. Wambaugh	5/15/25	Updated in contract negotiations working session
1.6	Joshua Brinker	5/18/25	Updated based on contract negotiations and discussions with TRC and TMD
1.7	John O. Wambaugh	5/27/25	Updated based on contract negotiations working session
1.8	John O. Wambaugh	6/5/25	Updated based on contract negotiations working session and additional action items.
1.9	Joshua Brinker	6/10/2025	Updated based on contract negotiations and discussions with TRC and TMD
1.10	John O. Wambaugh	6/19/2025	Updated during review sessions week of 6/16.
1.11	Joshua Brinker	6/26/2025	Updated pending open items based on review sessions.
1.12	Joshua Brinker	6/27/2025	Updated during review session on 6/27/2025

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Overview of Services

This Statement of Work ("SOW") defines the activities ("SERVICES") to be performed by Itron International, LLC ("SUPPLIER") for Virgin Islands Water and Power Authority ("CUSTOMER" or "VIWAPA") for VIWAPA Turnkey AMI Solution ("PROJECT"). SUPPLIER and VIWAPA are referred to as the "Party" or "Parties", as applicable. This document will describe agreed upon scope, services to be provided, deliverables, assumptions, responsibilities, timeline and completion criteria.

This SOW is issued in connection with the Contract for SC-20-25, between the parties (the "Agreement"). Any purchase orders received and acknowledged by SUPPLIER against this mutually executed SOW is governed by the Agreement.

1. Project Objective

VIWAPA and SUPPLIER will implement the Turnkey Advanced Metering Infrastructure (AMI) (the System) in support of approximately 60,000 Endpoints. The System has extensive AMI capabilities with the Project focused on implementing a solution which meets all the business requirements as described Exhibit F (Business Requirements).

VIWAPA desires to implement a AMI solution which meets the following objectives. VIWAPA expects a single AMI vendor, with support from contractors hired and managed by the AMI vendor, to perform all these functions without VIWAPA personnel involvement.

- Replaces all the existing population of AMI electric meters (Approximately 57,000) with latest technology AMI meters communicating over an AMI communications network, or where required alternative communications, such as direct cellular, and provides automated meter reading at better accuracy and reliability than the existing AMI meter reading services. Meters will be exchanged starting with St. John followed by a 30 day evaluation period in which VIWAPA will operate the system for one billing cycle. After the 30 day evaluation period, meter installations will resume on St. Thomas and St. Croix and will be 90% deployed within 12 months of installations resuming; followed by a 3 month clean-up period. The complete installation of network and meters in U.S Virgin Islands (St. Thomas, St. Croix St. John including Water and Hassel Island) will be completed by no later Dec 31, 2027.
- Should the deployment period extend beyond December 31, 2027, absent a valid Change Order extending the completion date, the SUPPLIER will be assessed a late completion penalty as outlined in the table below. Should a valid Change Order be executed adjusting the completion date be submitted and accepted by SUPPLIER and CUSTOMER, the late completion penalty will be based on the new agreed upon completion date.

Completion Date	Penalty
January 31, 2028	2% of Professional Services
February 29, 2028	5% of Professional Services
March 31, 2028	8% of Professional Services
April 30, 2028	9% of Professional Services
May 31, 2028	10% of Professional Services
June 30, 2028, or later	12% of Professional Services

- Provides automated billing (on-cycle as well as off-cycle) of any installed and Commissioned AMI electric meter within 5 days of the meter installation or field retrofit.
- Provides remote connect or disconnect functionality of any installed and Commissioned AMI self-contained electric meter equipped with an internal service switch as soon as that AMI electric meter is installed.
- The solution meets all business requirements defined in the AMI Meter to Bill, AMI Connect and Disconnect, AMI Event Management and AMI Asset Management business processes.
- The AMI Solution (AMI Electric HES and AMI Network Devices) will be monitored, managed and operated by vendor personnel with cloud-based software technologies (AMI HES) and AMI network services and meet the data accuracy and reliability standards expected of the AMI solution. The SUPPLIER will provide any and all remote activities to monitor and troubleshoot deployed devices and VIWAPA will support field activities to replace non-functioning devices.
- Provides analytics and reporting to identify revenue protection opportunities and operational trends or issues.
- The solution provides a foundation for the future implementation of water AMI metering, streetlights, advanced analytics, distributed intelligence, distribution automation, and other services and capabilities.

1.1. Technologies and Partners

VIWAPA expects to use the following technologies and partners for the achievement of the above objectives:

- SUPPLIER AMI electric meters
- SUPPLIER AMI RF Network devices
- SUPPLIER AMI Head End System (HES) software and Analytics
- SUPPLIER Managed Services for AMI HES and Analytics software (Test and Production environments (with Disaster Recovery) required)
- SUPPLIER should be prepared to support Water Metering and Street Light Management at a future date.
- SmartWorks MeterSense MDMS and integration
- CentralSquare Naviline CIS and integration
- SUPPLIER Professional Services, including project management, RF network design, information systems configuration and integration services
- SUPPLIER Installation Services, including Network Device installation services and electric meter installation field installation services.
- PMO Vendor AMI Program Management Services

1.2. Solution Components

1.2.1. AMI Electric Meters

VIWAPA will procure and SUPPLIER will install AMI Electric meters to replace the existing electric meters throughout the territory. VIWAPA expects that any AMI Electric meter will be successfully discovered by the AMI network and begin transmitting meter reading, power quality and alarm data with a

minimum reliability of 90% within 24 hours of installation and fully validated and commissioned within 120 hours of installation.

The activities and responsibilities necessary to meet this expectation include:

- Establish asset management strategy and system of record, including warranty tracking and management (**VIWAPA** responsibility, with support from **PMO Vendor**)
- Definition of meter programs (configuration), labels, shipping requirements (**VIWAPA** responsibility, with support from **PMO Vendor** and **SUPPLIER**)
- AMI meter and tool training (**SUPPLIER** responsibility)
- Establish Factory Acceptance Test Plan (**VIWAPA** responsibility, with support from **PMO Vendor**)
- Produce AMI meters against the documented configuration specification (**SUPPLIER** responsibility)
- Validate and accept first article meters (**VIWAPA** responsibility, with support from **SUPPLIER** and **PMO Vendor**)
- Establish meter rollout schedule (**SUPPLIER** responsibility, with approval by **PMO Vendor**)
- Establish schedule and delivery expectations for AMI electric meters (**SUPPLIER** responsibility)
- Establish communication plan and material to be used for AMI meter rollout (**VIWAPA** responsibility, with support from **PMO Vendor**)
- Establish meter installation standards and rules of conduct for installers (**VIWAPA** responsibility, with support from **PMO Vendor**)
- Establish and conduct field maintenance processes for commissioned AMI electric meters (**VIWAPA** responsibility, with support by **PMO Vendor**)
- Build AMI test lab to support testing, FAT and ongoing firmware and configuration validations (**VIWAPA** responsibility, with support by **PMO Vendor**)
- Establish Incoming commodity testing process for incoming new AMI meters (**VIWAPA** responsibility, with support by **PMO Vendor**)
- Establish specific installation processes and handling for “special” customers (**VIWAPA** responsibility, with support by **PMO Vendor**)
- Receive incoming AMI Electric Meters as described in Attachment C – Equipment Addendum (**SUPPLIER** responsibility, with support by **VIWAPA** as the importer of record)
- Onboarding and training of installation contractors (**SUPPLIER** responsibility, with approval by **VIWAPA** and **PMO Vendor**)
- Training of VIWAPA metering personnel (**SUPPLIER** responsibility)
- Distribute and track AMI Electric Meters to installers (**SUPPLIER** responsibility)
- Provide population data as necessary for SUPPLIER to manage the AMI Electric Meter deployment (**VIWAPA** responsibility, with support from **PMO Vendor**)
- Create network and meter installation service orders in SUPPLIER Installation Management software (**SUPPLIER** responsibility)
 - NOTE: Dependency with software configuration and integration

- Install AMI Electric Meters (**SUPPLIER** responsibility)
 - NOTE: **SUPPLIER** will be responsible for installing all meters, except for those few meters mutually agreed as VIWAPA responsibility. If the installation of an AMI electric meter is prevented by a VIWAPA customer, VIWAPA will resolve the issue with the customer and the SUPPLIER will complete the installation. Resolution time shall not be greater than the project deployment timeline agreed upon.
- Validate all installation records and data prior to upload to CIS (**SUPPLIER** responsibility). VIWAPA expects less than 0.5% data exceptions resulting from incorrect installation records, including pictures.
- Identify and resolve installation issues and meters that can't be installed as part of normal rollout (**SUPPLIER** responsibility, with support from **VIWAPA**)
- Provision and validate newly installed AMI meters (**SUPPLIER** responsibility working with **CentralSquare**).
 - NOTE: VIWAPA CIS will provide the provisioning notification to AMI HES based on the agreed upon integrations between CIS and AMI HES.
- Identify and provide a remediation plan to resolve communications failures for any installed AMI Electric Meter which fails to achieve Commissioning minimum performance within 10 business days (**SUPPLIER** responsibility)
- Establish and conduct monitoring processes for Commissioned AMI electric meters and notification processes where field investigation or reporting is required (**SUPPLIER** responsibility, with approval by **VIWAPA** and **PMO Vendor**)
- Dispose of all removed electric meters (**SUPPLIER** responsibility)
- Manage RMA process until the completion of the Meter Deployment (**SUPPLIER** responsibility)

1.2.2. AMI Communications Network

VIWAPA will procure and **SUPPLIER** will receive, inspect, install and validate AMI RF Network devices to establish a communications umbrella to provide reliable communications to all of the installed AMI Electric Meters and, in the future, streetlights and AMI Water Meters. VIWAPA will use third party cellular networks or utility owned fiber to establish backhaul communications from the Network devices to the **SUPPLIER** NOC (Network Operations Center).

The activities necessary to meet this expectation include:

- Establish asset management strategy and system of record, including warranty tracking and management (**VIWAPA** responsibility, with support from **PMO Vendor**)
- Establish network monitoring and maintenance organization and roles/responsibilities (**SUPPLIER** responsibility)
- Network design (**SUPPLIER** responsibility, with **PMO Vendor** approval)
 - NOTE: **VIWAPA** will provide accurate GPS latitude and longitude information for at least 80% of the meters and SUPPLIER will establish and document “buffer stock” to accommodate the lack of detailed mapping information.
- Backhaul requirements and design (**SUPPLIER** responsibility, with support from **VIWAPA**)
- Network surveys based on the RFP network design and documentation of site requirements, including make ready work and mounting brackets (**SUPPLIER** responsibility)

- Network equipment order, including antenna and brackets (**VIWAPA** responsibility, based on **SUPPLIER** surveys)
- Network equipment receipt and inspection (**SUPPLIER** responsibility)
- Network equipment training (**SUPPLIER** responsibility)
- Pole replacement/installation as necessary for network equipment (**VIWAPA** responsibility, based on **SUPPLIER** surveys)
- Make ready work prior to Access Point and Relay installation (**VIWAPA** responsibility)
- Network equipment and antenna installation, including power connection (**SUPPLIER** responsibility)
- Network equipment validation and commissioning, including commissioning of backhaul (**SUPPLIER** responsibility)
- Establish back office maintenance and monitoring processes for Network equipment (**SUPPLIER** responsibility)
- Establish field maintenance and troubleshooting processes for Network equipment and provide training for VIWAPA (**SUPPLIER** responsibility, with support from **VIWAPA** and **PMO Vendor**)

1.2.3. AMI HeadEnd System Configuration and Integration

VIWAPA will procure, via cloud-based services, and configure, via **SUPPLIER** setup and configuration services, the **SUPPLIER** AMI HES Platform to manage the automated discovery, commissioning, monitoring, communication, data collection, firmware management and control from all AMI endpoints (AMI Network Devices and AMI Electric Meters. **SUPPLIER** will provide the hosted AMI HES to commission and monitor all AMI meters and perform all of the over the air maintenance and monitoring activities to ensure the communications network is operating at optimum performance and failed devices are identified in a timely fashion. It is expected that the **SUPPLIER** will lead and document any workshops and design discussions necessary to establish the configurations of the AMI HES and the integrations (CIS-AMI HES, MDMS-AMI HES, CIS-Installation Management System, GIS-AMI HES (if required), etc.). It is expected that the **SUPPLIER** will establish an integration architecture which does not require any customization by the Central Square CIS or SmartWorks MDMS (To be clear, the Central Square NaviLine CIS utilizes batch file integrations, SmartWorks MeterSense MDMS standard integrations may not be compatible with **SUPPLIER**'s AMI HES and the **SUPPLIER** will design/define an architecture which will use Middleware to provide the translation and conversion necessary to adapt these files to the AMI HES standard interfaces). The build, implementation, configuration and maintenance of the middleware between CentralSquare CIS and SmartWorks MDMS will be the responsibility of VIWAPA and vendors as documented by **SUPPLIER**).

SUPPLIER will integrate with the MeterSense MDMS and the NaviLine CIS to meet all of the business requirements for the AMI solution as documented in VIWAPA's business requirements.

The activities necessary to meet this expectation include:

- Establish AMI business processes (**VIWAPA** responsibility, with support from **PMO Vendor**)
- Establish AMI business requirements which will define the configurations and functionality required from AMI Network Solution (**PMO Vendor** responsibility, with support from **VIWAPA**)
- Establish, document and maintain the AMI solution and integration architecture (**PMO Vendor** responsibility, based on input from **SUPPLIER**, **SmartWorks** and **CentralSquare**)
- Establish AMI Operations organization and roles/responsibilities (**VIWAPA** responsibility, with support from **SUPPLIER**)

- NOTE: VIWAPA's AMI Operations organization will be responsible for the MDMS and using the AMI HES for data analytics and data monitoring. **SUPPLIER** will be responsible for operating and maintaining the AMI HES and any related systems and monitoring all the endpoints and alerting **VIWAPA** for any endpoints which require field investigation or replacement.
- Define and document AMI HES configurations (**SUPPLIER** responsibility with **PMO Vendor** review/approval)
- Define and document AMI HES integrations with MeterSense MDMS (**SUPPLIER** responsibility with support from **SmartWorks** and **VIWAPA** and **PMO Vendor** review/approval)
- Define and document AMI HES integrations with Central Square (**SUPPLIER** responsibility with support from **CentralSquare** and **VIWAPA** and **PMO Vendor** review/approval)
- Define and document SUPPLIER Installation Management System integrations with Central Square (**SUPPLIER** responsibility with support from **CentralSquare** and **VIWAPA** and **PMO Vendor** review/approval)
- Backhaul requirements and design, including security (**SUPPLIER** responsibility, with support from **VIWAPA**)
- Document/Design, build and unit test CIS-side/MDMS-side integrations (**CentralSquare** and **SmartWorks** responsibility with support from SUPPLIER, with approval by **PMO Vendor**)
- Document/Design, build and unit test AMI HES/MDMS and AMI HES/CIS integrations (**SUPPLIER** responsibility with support from **SmartWorks** and **CentralSquare**, with approval by **PMO Vendor**)
- Document/Design, build and unit test Installation Management System/CIS integrations (**SUPPLIER** responsibility with **CentralSquare** support, with approval by **PMO Vendor**)
- Document/Design, configure and unit test AMI HES (**SUPPLIER** responsibility, with approval by **PMO Vendor**)
- AMI HES Operations Training and documentation (**SUPPLIER** responsibility)
- Provide detailed AMI HES operational processes, checklists, escalation policies, etc. with assignment of roles for each (**SUPPLIER** responsibility, with support from **VIWAPA** and **PMO Vendor**)
- Provide detailed AMI HES systems maintenance processes, checklists, escalation policies, etc. (**SUPPLIER** responsibility)
- Establish MDMS Operational processes, checklists, escalation policies, etc. (**VIWAPA** responsibility, with support from **PMO Vendor** and **SmartWorks**)
- Establish MDMS Maintenance processes, checklists, etc. (**SmartWorks** responsibility, with support from **VIWAPA** and **PMO Vendor**)
- Provide AMI HES validation and acceptance test plan which validates AMI HES configuration meets VIWAPA AMI Business Requirements (**SUPPLIER** responsibility, with **PMO Vendor** review, enhancement and approval)
 - NOTE: **SUPPLIER** is responsible for the planning, test script development, data creation, and test execution for system testing of the AMI HES and capturing the results and completing the system test report for these systems. **VIWAPA** may participate in the testing by shadowing the testers. Testing must be complete and include identification and documentation of all exception conditions that may occur.

- NOTE: **SUPPLIER**, with support from **SmartWorks** and **CentralSquare**, is responsible for the planning and scheduling, test script development, data creation and test execution (with support from **MeterSense** and **CentralSquare**) for integration testing of the AMI HES with MDMS and CIS and capturing the results and completing the integration test report for these integrations. **VIWAPA** may participate in the testing by shadowing the testers. Testing must be complete and include identification and documentation of all exception conditions that may occur.
- NOTE: **PMO Vendor** and **VIWAPA**, with support from **SUPPLIER**, **SmartWorks** and **CentralSquare**, are responsible for the planning and test script development and data creation (data creation will utilize the **SUPPLIER** test simulation capabilities and the AMI Test Lab and **SUPPLIER** Installation Management System simulation capabilities, which will be managed by the **SUPPLIER**) for the User Acceptance Testing of the integrated solution.
- Establish Systems Integration test plan and roles/responsibilities (**SUPPLIER** responsibility, with support from **PMO Vendor**, **SmartWorks** and **CentralSquare**)
- Unit Test AMI HES to validate configurations and internal functionality to demonstrate compliance with configuration workbook and business requirements. Provide the Unit Test Plan for review prior to start of unit testing and provide a Unit Test Report following the completion of Unit Testing. (**SUPPLIER** responsibility, with approval by **PMO Vendor**)
- Test and validate integrated AMI solution to validate the integrations and end-to-end functionality of the integrated solution and compliance with business requirements. Develop all test scripts, execute all test scripts and provide a Systems Integration Report upon completion of testing (**SUPPLIER**, **CentralSquare** and **SmartWorks** responsibility with support from **VIWAPA** and approval by **PMO Vendor**)
 - NOTE: **SUPPLIER** has overall responsibility for Systems Integration Testing and **VIWAPA** will be responsible for User Acceptance Testing. Responsibility includes creation of test plans and test scripts, creation of test data, execution and recording of test scripts and test reporting.
- Establish User Acceptance test plan and roles/responsibilities (**PMO Vendor** responsibility, with support from **SUPPLIER**, **SmartWorks** and **CentralSquare**)
- Conduct and document User Acceptance testing (**VIWAPA** responsibility, with support from **SUPPLIER**, **SmartWorks** and **CentralSquare**).
- Document integration monitoring procedures and roles/responsibility, including escalation procedures (**VIWAPA** and **SUPPLIER** joint responsibility)
- Provide support of testing personnel for AMI HES system and Integration testing (**SUPPLIER** responsibility)
- AMI HES end user training (**SUPPLIER** responsibility)
- AMI HES setup and configuration acceptance (**VIWAPA** responsibility)
- Managed Services, including SaaS, operations and administration of AMI HES (**SUPPLIER NOC (Network Operating Center)** responsibility)
- Disaster Recovery Testing of the AMI HES (**SUPPLIER** Responsibility)

1.2.4. Acceptance Testing

Upon the successful setup, configuration and integration of the AMI systems, PMO Vendor will validate the deployed AMI solution, inclusive of AMI network and AMI meters, is meeting the business requirements and performance expectations through a set of Acceptance Tests. VIWAPA expects acceptance testing to be performed on the production systems with current customers and will conduct testing in a careful way to ensure that customers are minimally impacted by the deployment of the AMI solution, the transition of customers to the new meter reading and billing solution and these acceptance testing activities. Prior to Acceptance Testing, VIWAPA, with its partners, will have completed the installation and commissioning of the AMI Communications Network, the AMI Network Management hosted solution and will have completed the systems integration and testing of these systems.

As part of Acceptance Testing, VIWAPA will validate the performance of the system is able to meet the SLAs defined in Attachment D – Managed Software as a Service.

VIWAPA will conduct the following graduated acceptance tests:

Initial deployment acceptance (IDA) test: VIWAPA (using SUPPLIER installation services) will install all AMI electric meters on the island of St. John. This testing will validate the installation and commissioning processes for AMI meters and all of the functionality of the AMI solution. This testing will also validate the ability of the solution to meet the installation and commissioning performance metrics. This testing will also validate the ability to accurately and reliably bill for all Commissioned AMI electric meters. Completion of this test and any process improvements which result from the IDA is a gate to the execution of meter deployment for islands of St. Croix and St. Thomas.

System acceptance test (SAT): **VIWAPA** (using **SUPPLIER** installation services) will install, Provision, Commission and Optimize the remainder of the AMI meters in the service territory. This testing will validate the ability of **SUPPLIER** to meet overall system operational performance metrics. This testing will also provide a validation of the project's ability to meet the objectives established in Section 1. This testing should also include an assessment by **SUPPLIER** of the AMI Operations and AMI Communications Network, including Optimization. This testing should be performed over a 30-day period after final Optimization and demonstrate the data collection and delivery performance and system responsiveness. The successful completion of this test will be a final milestone and allow payment of all retained invoices.

Upon the successful setup, configuration and integration of the AMI systems and the installation of the AMI network and endpoints, SUPPLIER will demonstrate, through a series of agreed upon tests and performance reports, the deployed AMI solution, inclusive of AMI network and AMI meters, is meeting the business requirements and performance expectations. SUPPLIER will propose SAT test plan and incorporate any agreed to additions and changes requested by VIWAPA prior to the start of meter deployment. VIWAPA expects acceptance testing to be performed on the production systems with current customers and will conduct testing in a careful way to ensure that customers are minimally impacted by the deployment of the AMI solution, the transition of customers to the new meter reading and billing solution and these acceptance testing activities. Prior to SAT, SUPPLIER, with its partners, will have completed the installation and Commissioning of the AMI Communications Network, the AMI HES hosted solution and will have completed the systems integration and testing of these systems.

2. Project Scope

2.1. SUPPLIER System Components

This section outlines the System components to be delivered to the CUSTOMER.

System	Scope Included:
AMI HES	<input checked="" type="checkbox"/> UIQ <input checked="" type="checkbox"/> AMM <input type="checkbox"/> Control Platform FWU Network Center CAAS (Central Authentication and Authorization System) FSU-SAM <input checked="" type="checkbox"/> MPC
Other	<input checked="" type="checkbox"/> Communications Tester software and FSU-SAM hardware <input checked="" type="checkbox"/> FDM Tools <input checked="" type="checkbox"/> Operations Optimizer Essentials
Installation Management System	<input checked="" type="checkbox"/> Impact

2.2. SUPPLIER Services

This section lists the services SUPPLIER will perform/support under this SOW. These services are further described within this SOW.

- ☒ Project Management
- ☒ Initial Field Network Design, Enhanced Field Network Design, Final Field Network Design
- ☒ Network and Endpoint Installation and Installation Management
- ☒ System Requirement Gathering/Verification & Design (Business, Technical, Data Migration (should any be identified and mutually agreed is in scope), Integration)
- ☒ System Software Installation, Configuration & Functional/Integration Testing
- ☒ Lead and support VIWAPA with Interface development and documentation
- ☒ Support VIWAPA User Acceptance and System Testing
- ☒ Workshops, Documentation & Training
- ☒ Post Deployment Endpoint Management

2.3. Environments

The following environments will be available and maintained throughout the duration of the Project, and the term for Managed Services. The responsibilities for aspects related to these environments are identified below:

Environments	SUPPLIER Responsibilities	CUSTOMER Responsibilities
Production including Disaster Recovery	Description: This is the target environment where the full business System will be implemented and utilized by the VIWAPA end users. Once the VIWAPA is “live” and their end users are utilizing the System, it is often referred to as “in Production”.	

Environments	SUPPLIER Responsibilities	CUSTOMER Responsibilities
	<ul style="list-style-type: none"> • Setup and configure SaaS configuration of System as outlined in the Architecture Document • Document the Production Environment in the Architecture Document • Technical support for integration requirements between SUPPLIER components • Cutover to Production • Manage change control of environment. • Perform Functional and Integration Testing • Technical support for cutover to production use 	<ul style="list-style-type: none"> • Perform other Testing requirements (FAT, UAT, System Acceptance, etc.) •
Test	Description: This is the target environment where smaller scale test cases will be tested and analyzed by VIWAPA prior to implementation in Production.	
	<ul style="list-style-type: none"> • Setup and configure SaaS configuration of System as outlined in the Architecture Document • Document the Test Environment in the Architecture • Technical support for integration requirements between SUPPLIER components • Perform Functional & Integration Testing 	<ul style="list-style-type: none"> • Perform other Testing requirements (FAT, UAT, etc.) • Manage change control of environment.

2.4. Summary of Key Document Deliverables

This list summarizes all Project Key Document deliverables that require a sign-off by VIWAPA. For a comprehensive list of all deliverables, refer to the Activities and Deliverables section.

2.4.1. Comments & Clarifications

- These key deliverables require sign-off within ten (10) business days of receipt. Failure to authorize in this timeframe or to reject the deliverable in writing will be considered deliverable acceptance.

- Modifications or updates to the deliverables previously accepted by CUSTOMER and SUPPLIER will be handled through the Change Control Process described in this SOW.

2.4.2. Key Deliverables

#	Key Deliverable Requiring Sign-Off	Description
1	Business Requirements Document (BRD)	<p>This document outlines all System requirements that will be met by the SUPPLIER System design. It also highlights requirements, should any be identified in the associated workshops/design reviews. This document maps the requirements to the functional design of the System. The BRD also includes core (high level) business operating procedures to address the approach the Project Team will use to integrate the System functionality into the VIWAPA's business practices.</p> <p>The BRD will incorporate all VIWAPA AMI business requirements and technical specifications as outlined in Exhibit D and VIWAPA AMI Business Process Models (BPM).</p>
2	Gap Analysis Document	SUPPLIER will provide this document which outlines any gaps identified between the BRD and VIWAPA AMI business requirements and technical specifications as outlined in Exhibit D and VIWAPA AMI Business Process Models (BPM). This document includes recommendations for eliminating or minimizing each identified gap.
3	Architecture Design (AD)	SUPPLIER will provide this document. Includes: server sizing, environments and the specifications for each; security; long-term backup; and recovery requirements of the system. Although, SUPPLIER will be providing SaaS and Managed Services, this deliverable is required for verification.
4	Technical Integration Document (TID)	SUPPLIER will provide a document that identifies the required integrations (interfaces & data migration) between SUPPLIER and CUSTOMER systems (or 3rd party) as well as integrations between SUPPLIER systems that must be developed, implemented and tested to meet the requirements in the BRD. It outlines the interface and data migration design details including the data map, design assumptions, maintenance and testing requirements.
5a 5b 5c	Initial Field Network Design Enhanced Field Network Design Final Field Network Design	SUPPLIER will provide a Network Design deliverable that validates the Network Design and key assumptions with technical teams. The Initial Network Design document incorporates Network Device locations, installation guidelines, and coverage and capacity assumptions. Enhanced Network Design will include site selection and make-ready assessments. The Final Network Design will include all surveys and installation documentation for each network device.

#	Key Deliverable Requiring Sign-Off	Description
6a 6b	Configuration Workbook (CWB) As built CWB	The CWB contains descriptions, possible/range of values, impacts and functional/system location of the configuration settings within applications.
7	Integration Architecture	SUPPLIER will provide the Integration Architecture deliverables document for the end-to-end integration, including source, target, pattern, security, integration method, frequency, size, detailed documentation, etc. for each interface.
8	Project Completion Form	This document lists all of the completion criteria and is used as a checklist to validate the project is officially completed.
9a 9b 9c 9d 9e 9f	Test Strategy Unit Test Plan IDA Test Plan SIT Test Plan UAT Test Plan SAT Plan	Document that describes the phases of testing for the Project, test objectives for each phase, test entry criteria, test phase exit criteria, and test cases. CUSTOMER resources will have input into the Test Plan that SUPPLIER will develop with input from CUSTOMER. The Test Plan describes all phases of testing for the Project including test objectives, test entry criteria, test phase exit criteria, and test cases for First Article, Functional, Integration, User Acceptance, and System Acceptance Testing. The Test Plan includes all test scenarios, including happy path and exception scenarios.
10	Training Plan	A single document that includes details on the following trainings: meter programming training, meter maintenance training, meter troubleshooting (field and meter shop) training, network device installation training, network device troubleshooting and maintenance training, AMI HES training, Field Tool training, etc. The training plan must include how the effectiveness of the training will be assessed and additional training can be provided if the training was not sufficient.

2.5. Key Assumptions

- a) SUPPLIER will provide complete integration services between AMI HES and CIS and between CIS and SUPPLIER's Installation Management System whereas CUSTOMER will be responsible for all other integrations using generally available standard format from CIS.
 1. For clarification, complete integration services means SUPPLIER is responsible for integration architecture, documentation and testing of all integrations. CentralSquare and SmartWorks are responsible for building and fixing integrations between their respective systems. SUPPLIER will provide complete integration services between AMI HES and MDMS and between MDMS and CIS whereas CUSTOMER will be responsible for all other integrations using generally available standard format from MDMS.
- b) CUSTOMER will establish a professional services agreement with CIS and MDMS vendors and be responsible for these vendors participation in the systems integration workshops and services performed by SUPPLIER.
- c) CIS and MDMS vendors will be responsible for development of integration interfaces originating from their respective systems as designed and documented by SUPPLIER

- d) SUPPLIER will utilize MDMS and CIS standard application programming interfaces (API) wherever possible and configure SUPPLIER HES interface adapters to be compatible with these APIs.
- e) SUPPLIER and CUSTOMER will each dedicate proper resources to complete the project tasks outlined in this document, including a project lead.
- f) Specific roles and responsibilities for both parties will be mutually reviewed and confirmed and/or assigned or modified.
- g) SUPPLIER will provide standard integration specifications and any test data sets required by CUSTOMER
- h) Middleware adapter customizations not required to meet VIWAPA's business and technical integration requirements and that require additional or separate work efforts by SUPPLIER will be scoped and estimated once they are documented, reviewed, and approved.
- i) Middleware adapter customization that is required to meet VIWAPA's business requirements will be performed by SUPPLIER at no additional cost and covered under this statement of work.
- j) SUPPLIER will provide all necessary 3rd-party software licenses and versions necessary to operate the AMI HES.
- k) CUSTOMER will provide SUPPLIER all necessary access to systems and accounts for the work described in this document to be accomplished.
- l) CUSTOMER is responsible for any necessary modifications to its systems and or interfaces integrating with SUPPLIER systems.
- m) SUPPLIER is responsible for any necessary modifications to its Middleware components to support data flows originating from SUPPLIER systems to integrate with CUSTOMER's CIS system.
- n) CUSTOMER will provide their own field laptops or tablets to install SUPPLIER field tools applications.
- o) SUPPLIER will provide connection/communication from cellular field network devices to SUPPLIER's servers.
- p) SUPPLIER will review and certify the connection/communication from field network devices to servers.
- q) Network Design
 - 1. VIWAPA represents and warrants that VIWAPA has provided, to the best of its ability, to SUPPLIER the accurate locations of the locations of the electric meters ("VIWAPA Device Locations").
 - 2. SUPPLIER used the VIWAPA Device Locations as provided in the RFP package (Appendix D of Contract): Network Design and Deployment Area and confirms that all electric meters are covered within the AMI Network.
 - 3. SUPPLIER has developed a design and has provided a map ("Initial Network Design Coverage Area") of the Initial Field Network Design coverage supporting the locations of the electric meters.
- r) CUSTOMER will provide locations of all Endpoints for network coverage in VIWAPA service territory, however SUPPLIER acknowledges that 100% locations is not possible and the data will be at least 90% accurate.
- s) CUSTOMER will provide refresh of location data for all Endpoints for network coverage in VIWAPA service territory for use in Initial Field Network Design refresh.

2.6. Critical Success Factors

Critical success factors for the fully integrated AMI implementation are listed below to ensure expectations are managed properly between CUSTOMER and SUPPLIER and the implementation project is successful.

- SUPPLIER is responsible for the timely delivery of all equipment.

- SUPPLIER is responsible for the full deployment and commissioning of all network devices to meet coverage and SLA performance.
- SUPPLIER will provide assurances against excessive failure of all equipment
- SUPPLIER is responsible for the full deployment and communications validation of all meters. This includes daily reporting of installed meters to the CIS.
- -Because SUPPLIER has control of the network design, network deployment and meter deployment, SUPPLIER will agree to No Meter Left Behind warranty as defined in the Network Coverage Addendum.
- SUPPLIER is responsible for remediation of all meter communications issues during initial and mass deployment.
- SUPPLIER is responsible for the removal and off island recycling and disposal of the removed meters.
- SUPPLIER is responsible for the configuration, delivery, testing, documentation and training of AMI HES and Operations Optimizer. SUPPLIER will be installing and enabling (moving to production mode) a complete configured and tested AMI HES system in its SaaS Data Centers.
- SUPPLIER is responsible for the delivery, testing, documentation, training and configuration of all interfaces between AMI HES and MDMS, AMI HES and CIS, MDMS and CIS and WOMS and CIS.
- CUSTOMER is responsible for the delivery, training and configuration of all interfaces between CIS and MDMS.
- SUPPLIER and CUSTOMER will commit to concrete deliverables for each phase of this implementation.
- CUSTOMER will be responsible for performing User Acceptance Testing after all of the above have been delivered. CUSTOMER will accept the configured, integrated and documented system after successful completion of the System Acceptance Test.
- Subject to schedule delays not in SUPPLIER's control as defined in the Governance Plan, SUPPLIER will complete the implementation of the project and achieve acceptance of the project by December 31, 2027.

2.7. Out of Scope Items

The following items are excluded from this project

- a) Organizational Change Management (OCM) - Implementing an OCM plan is considered out of scope for SUPPLIER as part of this SOW
- b) Business Process Design- documenting as-is and to-be business processes. SUPPLIER acknowledges that if CUSTOMER completes its Business Process Design prior to the start of the requirements workshops, then SUPPLIER will design and configure the systems to meet this Business Process Design and business requirements. CUSTOMER will then be responsible for updating any business processes based on any changes driven by the newly introduced SUPPLIER system solution.

3. Project Roles and Responsibilities

3.1. Overview

In this Statement of Work, SUPPLIER has indicated in general which party (SUPPLIER or CUSTOMER) is responsible for various tasks throughout this project plan. The intention is that the project is a highly collaborative effort; however specific deliverables are the responsibility of one party. In all cases, it is

expected that the responsible party will be able to count on the reasonable support and assistance of the other party to help achieve each deliverable. Detailed roles and responsibilities will be defined, and a responsibility matrix will be a deliverable result of the Planning and Analysis stage.

The assigned SUPPLIER Project Manager will actively participate in all stages of the project and will be the point of escalation for any issues related to SUPPLIER’s scope of work or technology requiring escalation. CUSTOMER’s Program Manager will be responsible for the management of the entire project and will be the point of escalation for any issues, including CUSTOMER, SUPPLIER and CUSTOMER vendors. Other SUPPLIER subject matter experts will also be called upon to participate periodically in various stages of the project. These roles are not called out specifically in the stages below; however, they are implied throughout and have been considered in resource plans. Weekly status updates which summarize progress, plans, and challenges will be provided by the SUPPLIER Project Manager throughout the project.

The Project Plan and Schedule will be initialized in the Preparation and Planning stage; refined and finalized at the end the Analysis stage; and then become working project documents that are updated and managed by the CUSTOMER PMO with input and review by the SUPPLIER Project Manager. SUPPLIER Project Manager will provide SUPPLIER’s initial project plan for SUPPLIER activities and the CUSTOMER PMO will incorporate such into the Integrated Project Plan (IPP).

SUPPLIER will conduct design workshops and document the configuration of the AMI HES and WOMS as well as the end-to-end integration architecture. SUPPLIER will support CUSTOMER’s vendors in their creation of the utility side of the integration points to the AMI HES or WOMS. SUPPLIER will support, assist, and consult with CUSTOMER regarding the integration of the AMI HES with other utility systems. Key SUPPLIER personnel will ensure that the planning, analysis, design, development and testing of each interface take into account the core AMI HES or WOMS capabilities and CUSTOMER business processes. SUPPLIER will lead the overall integration effort and SUPPLIER will be solely responsible for integration between their systems (AMI HES, Operations Optimizer and Installation Management System). SUPPLIER will conduct all systems integration testing and support CUSTOMER as they conduct User Acceptance Testing. SUPPLIER will provide all test scripts for all test phases.

3.2. RACI Matrix

The high-level tasks and associated RACI described below identify the major work efforts for the project deliverables. SUPPLIER uses this RACI matrix to clearly indicate project responsibilities through the duration of the project. Please note the definitions of the terms comprising RACI are:

- (R) Responsible - Those who do the work to achieve the task.
- (A) Accountable - The one ultimately answerable for the correct and thorough completion of the deliverable or task, and the one who delegates the work to those responsible. must be only one accountable specified for each task or deliverable.
- (C) Consulted - Those whose opinions are sought, typically subject matter experts; and with whom there is two-way communication
- (I) Informed -Those who are kept up-to-date on progress, often only on completion of the task or deliverable; and with whom there is just one-way communication.

Item	SUPPLIER	CUSTOMER	Notes
Project and Solutions Activities			

Item	SUPPLIER	CUSTOMER	Notes
Overall solution project management	A, R	C	SUPPLIER will manage the overall project reporting to CUSTOMER's Program Management Office
Plan and conduct joint project kickoff, including MDMS, CIS and meter installation vendors.	A, R*	R*	*Joint responsibility for each entity; SUPPLIER has overall ownership
Plan and conduct integration and configuration workshops (SUPPLIER related)	A, R	C	Product and integration related workshops
Build and maintain project management plans (quality, change, risk, communication)	R	A, R	CUSTOMER PMO to maintain overall Integrated Project Plan
Develop and maintain SUPPLIER project plan	A, R	C	
Develop and maintain overall integrated project plan	R	A, R	CUSTOMER PMO to manage IPP
Review AMI HES and OO infrastructure requirements	A, R	C	To include environment sizing requirements such as server and database capacity for AMI HES and OO
Document business process flows (to-be)	C	A, R	
Capture, document, and track requirements from planning to deployment (Business related)	C	A, R	
Updates AMI HES configuration worksheets	A, R	C	
Maintain SUPPLIER activities within overall project schedule	A, R	I	
Develop overall integration architecture	A, R	R, C	VIWAPA will ensure that SmartWorks and CentralSquare provide technical input to this architecture.
Develop Gap Analysis Document	A, R	C	
Develop SUPPLIER component integration plans	A, R	C	
Provide standard interface specifications and test data	A, R	I	Sync, On demand engine, billing export, etc. (All API's).
Approve all plans and schedules	C	A, R	

Item	SUPPLIER	CUSTOMER	Notes
Provide written material forecasts	A, R	C	Forecasts will be reviewed with VIWAPA before executing orders.
Provide Formal classroom training and documentation in meter programming software, as described in Exhibit H – Training Agenda	A, R	C	CUSTOMER to attend training
Provide formal classroom AMI HES, Network Deployment, and meter deployment training and training material, as described in Exhibit H – Training Agenda	A, R	C	CUSTOMER to attend training
Provide online training in security and other topics, not covered in the Training Plan and requested by VIWAPA.	A, R	C	Additional training can be purchased a-la-cart anytime and attended remotely via the Itron Customer Portal
Software Installation and Configuration Activities			
Provide hardware/network infrastructure specifications for AMI HES and Operations Optimizer	A, R	I	
Provide hardware/network infrastructure for SUPPLIER hosting AMI HES, including all applicable environments (Test and Production)	A, R	I	
Validate hardware/network infrastructure installation and configuration	A, R	C	This is applicable to the hardware that is Commissioned by SUPPLIER.
Forecast and capacity planning activities	A, R	R	
Provide licensing specification for 3 rd party software needed to operate AMI HES and OO	A, R	I	
Acquire and install 3 rd party software and licenses as necessary to operate AMI HES and OO	A, R	I	
Validate 3 rd party software installation and configuration meets AMI HES and OO requirements	A, R	C	
Provide procedures for AMI HES and OO Backup and Maintenance Activities.	A, R	I	
Provide backup, redundancy, availability, maintenance, and administration of all AMI HES and OO environments	A, R	I	VIWAPA to approve.

Item	SUPPLIER	CUSTOMER	Notes
Provide operations runbook for AMI HES and OO environments	A,R	C	
Complete AMI HES and OO installation	A, R	I	
Complete AMI HES and OO configuration	A, R	C	
Complete Field Tool software installation	C	A, R	
Complete Installation Management System software installation	A, R	I	
Complete MDMS software installation and configuration	I	A, R	
Complete CIS development	I	A, R	
Provide Unit and System testing, including unit and system test report, of AMI HES, OO and Impact (WOMS) software configuration	A, R	C	
Provide Unit and System testing, including Unit Test report, of MDMS configuration	C	A, R	
Provide Unit and System testing, including Unit Test report, of CIS configuration	C	A, R	
Software Integration Activities			
Define and document Middleware requirements for the integration between CIS and AMI HES, MDMS and AMI HES and CIS and Impact	A, R	C	
Define and document Middleware requirements for the integration between CIS and MDMS	C	A, R	
Incorporate Middleware design and requirements into Integration Architecture	A, R	C	
Develop and unit test Middleware between CIS and AMI HES, MDMS and AMI HES	A, R	I	
Develop and unit test Middleware between CIS and MDMS	C	A, R	
Develop Knowledge Transfer and Exception Handling processes for Middleware between CIS and AMI HES, MDMS and AMI HES	A, R	C	SUPPLIER to work with SUPPLIER MSaaS NOC to ensure that the NOC has the knowledge to monitor, maintain and upgrade Middleware components which will reside in the MSaaS NOC.

Item	SUPPLIER	CUSTOMER	Notes
Complete CUSTOMER-Side Integration between AMI HES and CUSTOMER CIS and MDMS (Sync, On demand engine, Billing extract, service orders, etc.)	C	A, R	Based upon documented SUPPLIER design and integration architecture.
Complete CUSTOMER-Side Integration between Installation Management System and CUSTOMER CIS	C	A, R	Based upon documented SUPPLIER design and integration architecture.
Complete SUPPLIER-side Integration between SUPPLIER AMI HES head end system and MDMS (reads, events, commands,)	A, R	I	
Complete SUPPLIER-side Integration between SUPPLIER AMI HES head end system and CIS (reads, events, commands,)	A, R	I	
Complete SUPPLIER-side Integration between SUPPLIER Installation Management system and CIS	A, R	I	
Communications Network Hardware Installation and Configuration Activities			
Create electric meter programs and complete FAT worksheet	A, R	C	CUSTOMER provides required data to SUPPLIER
Provide all available Endpoint coordinates and asset information to SUPPLIER	I	A, R	
Provide design and communications network infrastructure spreadsheet	A, R	C	
Conduct and report initial FAT review of meters	A, R	I	
Conduct testing of FAT meters and approve for production	R	A, R	
Complete Corrections of Failures resulting from FAT Testing	A, R	C	
Conduct site surveys for all Network Devices and fully document the survey results.	A, R	C	VIWAPA will approve each survey for the location of the poles.
Develop enhanced design based on site surveys	A, R	C	Changes to be reviewed and accepted with all parties.
Develop Final design based on as installed network devices	A, R	C	
Provide backhaul to all cellular Network Devices	A, R	C	Covered in Wireless Addendum

Item	SUPPLIER	CUSTOMER	Notes
Provide backhaul to any Network Devices installed on VIWAPA facilities not using cellular communications	C	A, R	
Establish Commissioning and acceptance procedures, and documentation, for installed network devices	A, R	C	CUSTOMER will review and accept these procedures
Install network devices	A, R	I	
Conduct and document RF Network Commissioning for all Network Devices	A, R	C	
Create/Import Network Device Provisioning data	A, R	I	
Integration Testing Activities			
Develop Overall Test and Test Management Strategy	A, R	C	
SUPPLIER will provide all test data as required to validate integration between AMI HES and MDMS, functionality and configuration of AMI HES.	A, R	C	
Test data flow between each integration point between the MDMS and CIS	R	A, R	
Test data flow between each integration point between the Impact, GIS (if optional service is selected) and CIS	R	A, R	
Test data flow between each integration point between AMI HES and OO, MDMS and AMI HES, CIS and AMI HES and between CIS and Installation Management System	A, R	R	
Develop use cases/test cases for AMI HES, OO and IMS configurations and functionality and all integrations	A, R	I	
Develop use cases/test cases for MDMS and CIS configurations	A,C	R	SmartWorks and CentralSquare will provide the use cases and SUPPLIER is responsible for providing the template and working with the vendors
Develop use cases/test cases (including any CUSTOMER test data) for User Acceptance Testing	A, R	R	SUPPLIER can support CUSTOMER in development - SUPPLIER to provide CUSTOMER with standard test cases

Item	SUPPLIER	CUSTOMER	Notes
Perform initial system validation	A, R	C	
Perform and document initial SUPPLIER to SUPPLIER systems integration testing	A, R	C	
Perform and document initial AMI HES and OO configuration and functional testing	A, R	C	
Establish SIT test schedule	A, R	C	
Conduct standup test meetings, testing status meetings and defect meeting for SIT	A, R	C	
Perform overall end to end systems integration testing	A, R	C	
Develop SIT Test Report	A, R	C	
Establish UAT test schedule	A, R	C	
Conduct standup test meetings, testing status meetings and defect meeting for UAT	A, R	C	
Perform user acceptance testing	C	A, R	
Develop UAT Test Report	A, R	R	
Resolve system defects related to AMI HES, OO or SUPPLIER integrations	A, R	C	
Provide system configuration and integration acceptance approval/sign-off	I	A, R	
Production Cutover/Stabilization Activities			
Provide training, knowledge transfer and documentation to SUPPLIER NOC and Support personnel for the monitoring and maintenance of the Middleware between AMI HES and CIS, AMI HES and MDMS and CIS and Impact.	A, R	C	CUSTOMER to be provided with documentation and any knowledge transfer.
Provide training, knowledge transfer and documentation to CUSTOMER data center personnel for the monitoring and maintenance of the Middleware between CIS and MDMS	I	A, R	
Provide subsequent training or any trickle-down training/knowledge transfer	I	A, R	
Provide standard AMI HES Operations Guide	A, R	I	
Customize and expand AMI HES Operations Guide, if required to add customer specific additions.	A, R	C	Specific to CUSTOMER Operations procedures

Item	SUPPLIER	CUSTOMER	Notes
Provide “as built” configuration workbooks, Administrations and Operations Guide for AMI HES and OO	A, R	I	
Develop and provide Go Live handover documentation covering the as built configuration, integration and processes.	A, R	C	
Develop migration/go-live plan	A, R	R	
Execute migration/go-live plan	A, R	R	
Provide post-go live support for up to 90 days	A, R	R	CUSTOMER is responsible for issues related to data quality, unless such data quality is due to SUPPLIER meters, network, AMI HES.
Transition CUSTOMER to SUPPLIER application Support teams	A, R	I	
Conduct project lessons learned	A, R	R	Joint responsibility
Provide overall systems integration completion approval	I	A, R	
Endpoint Deployment			
Establish Commissioning and acceptance procedures, and documentation, for endpoints	A, R	C	CUSTOMER will review and accept these procedures
Develop Endpoint deployment plan based in Customer timeline and area priorities	A, R	C	
Establish warehouse and cross dock capabilities for Endpoint deployment	A, R	I	
Establish sub-contract and manage endpoint deployment sub-contractor	A, R	I	
Monitor and report on Route completion, including detailed analysis of any Route not completing in 90 days.	A, R	I	
Monitor and report on RTU creation, review, and completion, including detailed analysis and corrective action if RTUs exceed 0.5%.	A, R	C	
Execute Endpoint deployment plan while providing daily updates, reports and exchange files as required.	A, R	I	

Item	SUPPLIER	CUSTOMER	Notes
Ensure all Endpoints are Active and communicating with a minimum acceptable performance in AMI HES (Endpoint Commissioning) within the SLA and No Meter Left Behind terms.	A, R	C	SUPPLIER will provide hands on training and documentation to CUSTOMER to ensure meter registration goes from “Installed” status to “Active” status.
Create/Import MMF files into AMI HES	A, R	I	SUPPLIER to create MMF files as part of the manufacturer and delivery of the endpoints. SUPPLIER to import MMF file into AMI HES.
Remediate non-Commissioned endpoint communications problems	A, R	I	No Meter Left Behind
Disposal of removed meters in an environmentally responsible manner	A, R	I	
Troubleshoot and remediate communications problems with Commissioned endpoints prior to the completion of SAT.	A, R	R	SUPPLIER is responsible for all remote activities and VIWAPA is responsible for any field activities.
Develop RTU rules and escalation processes	A, R	C	
Identify RTU (Return to Utility) endpoints, including reason for RTU	A, R	C	
Install RTU endpoints	C	A, R	
Document and report completed deployment and Commissioning for all meters in Meter Routes	A, R	I	Any Meter Route must have 99.5% of completed installations, excluding RTU meters, within 90 days of the start of deployment of such Route
Manage customer claims	A, R	C	
Develop No Meter Left Behind Process and tracking database/reports	A, R	C	
Identify meters failing to Commission within 5 days and add to NMLB process and tracking database	A, R	I	

Item	SUPPLIER	CUSTOMER	Notes
Report and resolve NMLB meters, including enhancement to the network coverage.	A, R	C	
Establish Optimization plan and schedule	A, R	C	VIWAPA to review and approve
Optimize St. John island meters	A, R	I	
Develop detailed IDA test plan and schedule	A, R	C	VIWAPA to review and approve
Complete IDA of St. John island meters and network	A, R	C	
Optimize St. Thomas and St. Croix meters according to the Optimization plan and schedule	A, R	I	
Develop detailed SAT test plan and schedule	A, R	C	
Complete SAT for all installed AMI meters.	A, R	C	

3.3. Resource Types

The following table outlines the expected resource requirements for SUPPLIER and CUSTOMER by resource type:

Resource Type	Responsibilities	Abbreviation
SUPPLIER		
Program Manager	Project sponsorship at executive level Responsible for overall executive communications Attends VIWAPA specific executive meetings Point of escalation for issue/risk resolution Overall Project accountability Responsible for Project strategy, planning, staffing and financials Supports SUPPLIER Project Manager, with internal activity requirements	PgM
Project Manager	Leads and manages projects for specific components of the overall solution. Responsible for overall onsite SUPPLIER Project delivery management as it relates to the SUPPLIER deliverables and	PM

Resource Type	Responsibilities	Abbreviation
	<p>responsibilities described in the SOW including:</p> <ul style="list-style-type: none"> • Manages and schedules SUPPLIER Project resources • Secures SUPPLIER resources for work • Manages scope and Project planning • Manages Project financials • Manages the SUPPLIER Project schedule • Manages Project reporting (as agreed by both Parties in the Charter & Governance Plan) <p>Manages issues and risks</p> <p>Manages the Change Order Process</p> <p>Manages the contract/SOW</p> <p>Manages SUPPLIER internal management tasks and reporting</p>	
Technical Implementation Manager	Accountable for end-to-end implementation of technical solutions to meet CUSTOMER requirements as well as consulting on technical domains including security	TIM
Business and Integration Analyst	Leads detailed integration requirements session, provides standard APIs and specifications (SDK's), provides best practices, and supports CUSTOMER integration activities to facilitate integration with CUSTOMER systems	BIA
Technical Architect	<p>Provides design and system architecture recommendations for SUPPLIER systems, including server sizing, configuration, data flow needs, etc. Review & approve CUSTOMER's proposed system hardware and Operating Systems plan. Support CUSTOMER installation & configuration of SUPPLIER software</p> <p>Provides guidance for implementing all interconnected systems and the data flows between each system, including source, target, frequency, size, security protocols, data objects, integration technology and pattern.</p>	TA

Resource Type	Responsibilities	Abbreviation
Network Design Engineer	Provides network designs for AMI and DA Endpoints and updates designs based on site surveys	NDE
Field Service Representative	Conducts initial site surveys for Network Equipment. Also provides field support for network commissioning activities including NMLB process.	FSR
Installation Manager	<p>Responsible for overall onsite SUPPLIER Project delivery management as it relates to the Endpoint deployment responsibilities described in the SOW including:</p> <p>Manages and schedules SUPPLIER installation resources</p> <p>Secures installation resources for work</p> <p>Manages installation scope and Project planning</p> <p>Manages installation financials</p> <p>Manages the SUPPLIER installation deployment schedule</p> <p>Manages installation reporting (as agreed by both Parties in the Charter & Governance Plan)</p> <p>Manages installation issues and risks</p> <p>Manages the installation contract</p> <p>Manages SUPPLIER internal installation management tasks and reporting</p>	IM
Safety Coordinator	<p>Handles all Safety compliance requirements including:</p> <ul style="list-style-type: none"> • OSHA training compliance management • Documentation of safety certifications for entire installation personnel • preparation of safety manuals, • Preparation of safety documents, toolbox talk topics. • Field QA/QC audits <p>Fleet inspection and safety oversight of all equipment.</p>	SC
Recommended resource types for CUSTOMER		
Program Management Office	The PMO is responsible for managing the overall AMI program, including but not limited to:	PMO

Resource Type	Responsibilities	Abbreviation
	<ul style="list-style-type: none"> Schedule management Invoice management Deliverable management and Vendor management Quality control for Systems Integration and Acceptance Quality control for network design and deployment Quality control for meter program and meter receiving and testing Quality control for meter deployment 	
Project Manager	In coordination with the PMO, point of contact for communication and schedule management, coordination, planning, reporting of CUSTOMER activities.	PM
Technical Architects	As-is and to-be gap assessment for MDMS, CIS, Platform, Security, Network, and upon CUSTOMER written confirmation to proceed, Disaster Recovery	TA
Customer Reporting Analyst	As-is and to-be gap assessment	CRA
Customer Processing Analyst	As-is and to-be gap assessment of 24hour clock	CPA
Billing Operations	Exception Management and Data Analysis related to the billing process	BO
Business or Integration Analyst	Integration between CUSTOMER Systems and the MDMS	IA or BA
Testing Analyst	Responsible for testing application processes, screens, integration, and performance	TSA
Meter Engineer	Provides information for meter programs and corresponding AMI HES configuration	ME
Deployment Manager	Responsible for oversight of network and endpoint installation by SUPPLIER	
WAN/Networking SME	Provide backhaul communications to all Network Devices	

4. Project Approach

The project is broken down to seven separate stages:

- Planning & Preparation Stage

- Analysis Stage
- Design/Build/Install Stage
- Testing Stage
- Training Stage
- Production Cutover & Stabilization Stage
- Meter Deployment and Acceptance Testing

4.1. Planning & Preparation Stage

The first step of any successful project is to ensure all tasks are clearly documented and agreed to between SUPPLIER and CUSTOMER. SUPPLIER will be responsible for the Planning & Preparation stage of the project; however, this stage does require substantial involvement and integration with CUSTOMER as defined below.

4.1.1. Implementation Planning

This stage is for planning activities to gather the data needed to implement the solution. This will include identification and documentation of all requirements specified in the SOW and the creation of a more detailed Implementation Project Plan and Schedule.

During this stage:

- a) SUPPLIER will coordinate with CIS and MDMS vendors to develop a BluePrint Plan for requirements and design workshop schedule and agenda and review such plan with CUSTOMER before finalizing;
- b) SUPPLIER will prepare workshop presentation and questionnaires together with related best practice configuration guides in advance of each workshop;
- c) SUPPLIER will provide a template for the Integration Architecture and review with CUSTOMER;
- d) SUPPLIER will conduct on-site or remote workshops and present topics and make recommendations and CUSTOMER will designate their requirements and SUPPLIER will document these requirements in the Configuration Specification document. Major items include:
 1. AMI HES Hardware specification and configuration
 2. Network and Meter Deployment planning
 3. Rates, Billing Schedules, Calendars
 4. Roles and Access Rights
 5. Data Collection and Processing Schedule/Cycles
 6. Provisioning and Commissioning
 7. Service Order Rules
 8. Alerts, Alarms, Flags & Events Rules and Related Actions
 9. Interface and Solution Architecture Specifications
 10. Master Data Synchronization specification review
 11. Legacy data migration requirements
 12. Testing Strategy and Plan
 13. Training Requirements and Plan.
- e) SUPPLIER, with CUSTOMER review, will conduct a review of the project requirements and establish definitive acceptance criteria.
- f) SUPPLIER will conduct the following Capacity and System Planning activities:
 1. CUSTOMER will present current system information and current business process flow and SUPPLIER will present system specification topics and make recommendations relative to

the solution. SUPPLIER will propose the system specifications required to meet their specific objectives.

2. Based on the discussion and recommendations, SUPPLIER will complete the System Specification including plans for hardware specifications, sizing, physical and logical disk configuration of data storage for the applications and any other system requirements.
 3. SUPPLIER will complete any operational plans and guides related to the general operation and administration of the applications such as Oracle database back-up strategies for high system availability, process scheduling and identification of process dependencies.
- g) SUPPLIER, with CUSTOMER and CUSTOMER's vendors assistance, will complete an updated overall project plan (the "Project Plan") to reflect any changes or details resulting from this planning stage. This plan will be the master plan related to the installation and configuration of the AMI network, Endpoints, AMI HES including specification of major project milestones. This be incorporated into the Integrated Project Plan maintained by CUSTOMER's PMO vendor and which SUPPLIER and CUSTOMER must work within and provide input to.

4.1.2. Communication and Risk Escalation Plan

The Communication Plan, prepared by CUSTOMER, will be used to make certain the stakeholders of each company are aware of the upgrade plan and progress as we reach specific milestones and establish meeting and project communication cadence. The Risk Escalation plan will be enabled if there is a risk identified that may take the plan off schedule.

During this planning stage, SUPPLIER will work with CUSTOMER to provide input to the Communication and Risk Escalation Plan as relates to this project.

4.1.1.1. *Communication and Risk Mitigation Plan:*

The parties agree there is risk to complete the Project in accordance with the schedule defined herein. As such, VIWAPA, Itron and TMD will follow the Governance Process defined below to manage performance of the field installation teams.

Governance Process

- Governance team:
 - Owner: Itron Program Manager.
 - Team: VIWAPA AMI Project Manager, VIWAPA PMO and Installation Subcontractor Team Leads
 - Escalation Team: VIWAPA Executive Sponsor, Itron Executive Sponsor and Installation Subcontractor Executive Sponsor.
- Key Performance Indicators (KPIs):
 - Network Device: Surveys by Meter Reading Route, Make Ready Design Documents by Route, Pending and Completed Make Ready work by Meter Reading Route, Installations by Meter Reading Route. Reported in daily and weekly reports and SUPPLIER installation dashboard.
 - AMI Meter Installation: Completed installs, Can't Complete Status attempts, average performance per installer, performance by Installation Equipment Subcontractor, Reported in daily and weekly reports and SUPPLIER installation dashboard.

- Quality: Installation Equipment Subcontractor field quality for AMI Meter and Network Device installs, installer field quality for AMI Meter and Network Device installs, work order data quality (includes pictures) by Installation Equipment Subcontractor for AMI Meters and Network Devices. Reported in daily and weekly reports and SUPPLIER installation dashboard.
- Inventory: SUPPLIER will forecast and provide manufacturing and shipping schedule of network devices and meters to VIWAPA for review. The schedule provided will ensure Itron has the necessary inventory to manage the AMI Meter and Network Device install schedule. TMD will track and manage AMI Meters and Network Devices in warehouses, WIP AMI Meters and Network Devices, AMI Meters and Network Devices pending build with agreed shipping schedule of AMI Meters and Network Devices, miscellaneous materials.
- No Meter Left Behind: No Meter Left Behind process as defined in the Network Coverage Addendum will ensure that every meter is Commissioned in a timely manner with minimum impact to VIWAPA meter reading. Reported in daily and weekly reports and SUPPLIER installation dashboard.
- Other: RTU quantities by Installation Equipment Subcontractor and field installer, Skips by Installation Equipment Subcontractor and field installer, Claims by Installation Equipment Subcontractor and field installer. Reported in daily and weekly reports and SUPPLIER installation dashboard.
- Weather. On the island, weather could have an impact on SUPPLIER meeting installation commitments. SUPPLIER will work closely with CUSTOMER to track weather situations with the potential to impact performance and provide remediation recommendations. CUSTOMER may call a stand down of work due to emergency storm situations.
- Governance Updates – Network Make Ready Activities:
 - Weekly meetings to review actual performance against plan for all KPIs; managed by Owner and attended by Team.
 - Make Ready activities:
 - 5 behind schedule – weekly meetings discussing cause and effect; will also include implementing identified improvement initiatives.
 - 15 behind schedule – daily meetings discussing cause and effect; will also include implementing improvement initiatives; includes risk mitigation considerations. Escalation Team is notified.
 - 25 behind schedule – written improvement plan drafted by VIWAPA and Itron to document total delay to program and adjust deployment completion date as appropriate. Escalation Team is actively engaged.
- Governance Updates – Field Installation Activities:
 - Weekly meetings to review actual performance against plan for all KPIs; managed by Owner and attended by Team.
 - Field installation and quality control activities:

- 5% behind schedule – weekly meetings discussing cause and effect; will also include implementing identified improvement initiatives.
- 8% behind schedule – weekly meetings discussing cause and effect; will also include implementing improvement initiatives. Installation Equipment Subcontractors and SUPPLIER will agree to additional non-standard working hours or Installation Equipment Subcontractors hiring additional staff. Escalation Team is notified.
- 10% behind schedule – daily meetings discussing cause and effect; will also include implementing improvement initiatives; includes risk mitigation considerations. Installation Equipment Subcontractors and SUPPLIER will agree to additional non-standard working hours or Installation Equipment Subcontractors hiring additional staff. Escalation Team is notified.
- 15% behind schedule – written improvement plan drafted by Itron and approved by VIWAPA on recovery plan; includes risk mitigation considerations. Subcontractors and SUPPLIER will agree to additional non-standard working hours or Subcontractors hiring additional staff. Escalation Team is actively engaged.
- Governance Plan – RTUs
 - Weekly meetings, starting after IDA and 10 days of full deployment, to review RTU and skips; managed by Owner and attended by Team.
 - Following activities are initiated if actual counts are higher than plan (0.5%):
 - 100% higher – weekly meetings discussing cause and effect; will also include implementing improvement initiatives and redefinition of orders that can be returned to utility.
 - 200% higher – daily review of RTUs and skips discussing cause and effect; will also include implementing improvement initiatives and redefinition of orders that can be returned to utility.
- Governance Plan – Inventory Management and Control
 - Weekly meetings to review expected inventory levels against on-hand commitment; managed by Owner and attended by Team.
 - Physical inventory counts are completed monthly on Network Devices and AMI Meters by Itron for each active warehouse. Gross counts are completed on miscellaneous materials.
 - Inventory management control activities:
 - Lost or unaccounted for AMI Meters or Network Devices are immediately reported by Owner to Team and Escalation Team.
 - 6-month look ahead review weekly considering inventory KPIs with Itron defining plan if expected inventory levels drop below a 6-week supply during those 6 months.

- 6-month look ahead review weekly considering inventory KPIs with Itron defining plan if expected inventory levels drop below a 5-week supply during those 6 months. Escalation Team is actively engaged.
- Governance Plan – Project Execution Delays
 - Weekly meetings to review any actual delays in performance against the project plan; managed by Owner and attended by Team.
 - Examples of such execution delays are; a failure to dedicate quantitatively and qualitatively sufficient resources may result in actual delays, or a failure of any party to complete tasks assigned as 'Responsible' may cause additional unbudgeted work or schedule slip that will be documented and reviewed as part of this governance process.
 - Delays control activities
 - 2 weeks behind schedule – weekly meetings discussing cause and effect; will also include implementing identified improvement initiatives.
 - 4 weeks behind schedule – daily meetings discussing cause and effect; will also include implementing improvement initiatives; includes risk mitigation considerations. Escalation Team is notified.
 - 6 weeks behind schedule – written improvement plan drafted by VIWAPA and Itron to document total delay to program and adjust deployment completion date as appropriate. Escalation Team is actively engaged.
- Shared Risk Matrix.

Risk	Description	Mitigation
Staffing Ramp-up for Field Staff <i>(Managed by the Governance Process defined in this Section)</i>	Staffing plan assumptions are reflected in the “Planned Monthly Installation, Staffing, and Optimization” table in Section 2 above.	Itron and Installation subcontractor will adhere to the governance process defined in this section to manage the onboarding process.
Installation Partner Performance <i>(Managed by the Governance Process defined in this Section)</i>	If performance of Installation subcontractor falls below the agreed KPI thresholds and appropriate steps defined in the Governance Process were followed, VIWAPA and Itron will consider alternatives up to and including finding alternate staffing partners to supplement Installation subcontractor installers.	SUPPLIER will monitor and share with CUSTOMER the field performance by Installation subcontractor installers and Construction Managers as outlined in the governance process above. Installation subcontractor will be managing the team closely and assume responsibility for the team’s performance. If, however, all options are exhausted and the Installation subcontractor are not able to deliver the Project

		schedule, SUPPLIER will propose alternatives and impacts to provide necessary staff to recover the Project schedule up to an including bringing in a new Installation vendor. CUSTOMER and SUPPLIER will discuss and agree on alternative approach.
RTU Rates <i>(Managed by the Governance Process defined in this Section)</i>	Maintaining a low RTU quantity is critical to the success of the Project and will be monitored in accordance to the Governance Process.	If RTU rates increase above 0.5% and the Governance Process was followed, Installation subcontractor will assess an RTU charge of \$45.00 per RTU work order up to 283 RTU charges, in total. RTU rates will be calculated per Island. (Note: St. Thomas, St. John and St. Croix) If the number of RTUs exceeds 283, SUPPLIER will provide a credit to CUSTOMER of \$75.00 per RTU exceeding 283.
Customer Claims <i>(Managed by the Governance Process defined in this Section)</i>	ITRON risk equipment related or major incident claims by VIWAPA customer. This includes any work which ITRON or subcontractors performs.	Technician training and installation processes will control claims caused by subcontractor negligence. On-site Safety/Audits will be used to re-enforce processes and procedures. Itron and TMD, will manage the Customer Claims Process and final decisions on claim resolutions will be owned by Itron and, escalated to VIWAPA if required.
Weather Delays <i>(Managed by the Governance Process defined in this Section)</i>	Additional weather delays for official weather system alerts, tropical systems, tropical depressions, tropical storms and hurricanes and other force majeure events are not covered in the monthly working days calculation	In the event of official weather system alerts, tropical systems, tropical depressions, tropical storms, hurricanes, and other force majeure events impacting resources and will have an impact on the ability to complete the Project on schedule. A mutually agreed to Change Order will be issued to adjust schedule if the Weather delay has consumed any

		schedule float and will impact the project completion date.
Locked Meter (Managed by the Governance Process defined in this Section)	Customers in the VIWAPA service territory may have customer owned padlocks securing the lid to the meter lid and others have security locks installed by VIWAPA. Risks are cutting customer owned locks securing meter enclosures and excessive cutting of VIWAPA installed security locks.	VIWAPA states meter installation vendor can cut customer owned lock and install the new meter. VIWAPA will provide new security locks and any associated keys for new and existing security locks. Itron will invoice \$13.86 for each security device that requires cutoff and documented in successful install Work Orders.

4.1.3. Planning & Preparation Stage Deliverables

SUPPLIER Deliverables:

- Itron Project Management Plan input to AMI Program Integrated Project Plan (IPP)
- Design Workshop Plan
- Integration Architecture Template
- Project Schedule for AMI HES related activities contribution to the Integrated Project Plan
- Project Schedule for Network design and install related activities, including separate schedules
- Project Schedule for Endpoint install related activities, including sub-contractor and warehousing.
- AMI HES Configuration Worksheets
- Context Diagram for AMI HES
- RACI/Roles and Responsibilities Matrix
- Project Contact List
- Governance Process

4.2. Analysis Stage

This stage is for gathering the data needed to configure the system and to produce the configuration specifications and plans required to complete the installation and configuration of all system components. A table of responsibilities by work element will be prepared and the high-level Implementation Project Plan & Schedule prepared and reviewed during the Kickoff portion of the project will be updated with details learned during this stage of the project and that updated plan will become the official working Implementation Project Plan and Schedule which subsequent portions of the project will reference.

4.2.1. Environment Analysis

In this stage, SUPPLIER production environment will be reviewed to make sure system prerequisites to install the AMI HES solution are met. Examples of AMI HES Environment Analysis may include technical review and impact assessment of:

- RDBMS version review and upgrade requirement and recommendations,
- Database sizing,
- application server memory and file system storage, etc.

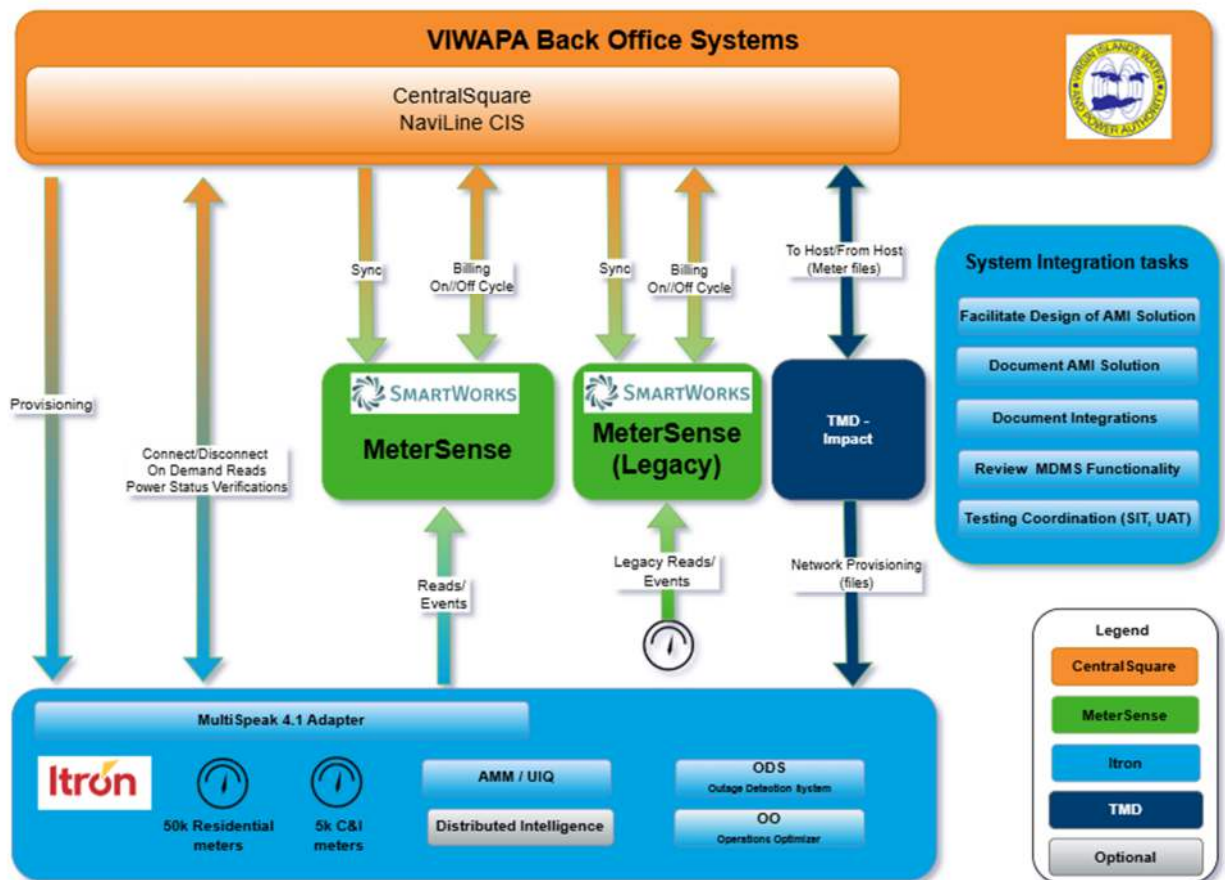
It is important to note that as part of the Environment Analysis, SUPPLIER will identify any environmental components that are not aligned to SUPPLIER specifications. SUPPLIER will be the responsible party for taking actions to resolve issues and concerns and ensuring the environment conforms to SUPPLIER specifications and recommendations.

During this stage:

- SUPPLIER will work with CUSTOMER to gather important data specific to the AMI HES Development, and Production environments to ensure all pre-requisite activities and risks have been clearly identified;
- SUPPLIER will document, communicate and resolve environmental tasks and concerns; and
- SUPPLIER will provide guidance and assistance to CUSTOMER as requested and within the constraints of this SOW.

4.2.2. Interface Analysis

In this stage, the parties will prepare the detailed integration documentation for each system integrating with SUPPLIER systems.



For each interface identified as within the scope of this project, SUPPLIER will participate in the planning and analysis process, assisting CUSTOMER personnel and system vendors in identifying key decision points. CUSTOMER will ensure the appropriate representatives of each impacted business segment are available for participation and will be responsible for determining that the plan, as developed, meets its objectives.

During this stage:

- SUPPLIER will finalize tasks needed for the planning and analysis of all interfaces identified in this scope of work for this project
- For all interfaces:
 - SUPPLIER will define and document the method by which data will be transferred between systems and will implement real-time integrations whenever possible;

2. SUPPLIER will identify and document the technologies used by the source and destination systems for executing this interface;
 3. SUPPLIER will define and document the frequency at which data will be transferred using this interface;
 4. SUPPLIER will review and document the data elements required for this interface and the formats required
 5. SUPPLIER will identify and document functional requirements specific to this interface for use in development and testing (e.g. requirements traceability matrix)
- c) For all interfaces between Meter Installation Work Management System and CUSTOMER CIS:
1. SUPPLIER will define and document the method by which data will be transferred between systems;
 2. SUPPLIER will identify and document the technologies used by the source and destination systems for executing this interface;
 3. SUPPLIER will define and document the frequency at which data will be transferred using this interface;
 4. SUPPLIER will review and document the data elements required for this interface and the formats required
 5. SUPPLIER will identify and document functional requirements specific to this interface for use in development and testing (e.g. requirements traceability matrix)
- d) For all interfaces between CUSTOMER systems (CIS and MDMS) and AMI HES:
1. CUSTOMER will identify and review the business process(s) that impact each interface;
 2. SUPPLIER and CUSTOMER system vendor will verify the source and destination systems for each interface;
 3. CUSTOMER system vendor and SUPPLIER will jointly define the method and frequency by which data will be transferred between systems and will strive for real-time integrations whenever possible;
 4. CUSTOMER system vendor and SUPPLIER will jointly identify the technologies used by the source and destination systems for executing each interface;
 5. CUSTOMER system vendor and SUPPLIER will jointly define the frequency at which data will be transferred using each interface;
 6. CUSTOMER system vendor and SUPPLIER will jointly review the data elements required for each interface and the formats required;
 7. SUPPLIER will identify functional requirements specific to each interface for use in development and testing (e.g. requirements traceability matrix).

4.2.3. Endpoint Setup/Programming

In this stage, meter programs are finalized, and First Article Testing (FAT) is completed.

During this stage:

- a) SUPPLIER, with support from CUSTOMER, will develop electric meter programs using SUPPLIER field tools and will complete FAT worksheet.
- b) SUPPLIER will set up an FAT test facility.
- c) SUPPLIER will conduct initial review of FAT meters. SUPPLIER will then perform testing to verify FAT meters and CUSTOMER will witness the testing and will approve production order. SUPPLIER will resolve any issues from the FAT testing and provide new FAT meters within a reasonable timeframe while ensuring that the installation schedule will not be impacted.

4.2.4. Network Design and Site Surveys

In this stage, CUSTOMER device locations are analyzed, and initial designs are completed. This is followed by site surveys to verify network and pole locations. This data is then fed back to the Network Design team to make revisions.

During this stage:

- a) CUSTOMER will provide all available Endpoint coordinates and asset (pole, substation, and tower) locations to SUPPLIER
- b) SUPPLIER will develop an Initial Field Network Design for the Service Territory that includes: Density Analysis, Buffer Analysis, Network Device Locations, Capacity Analysis and Backhaul requirements
- c) SUPPLIER will review the IFND with CUSTOMER and incorporate any feedback into the design. Any changes that required by CUSTOMER but not inherently required to support network performance will be purchased by CUSTOMER.
- d) SUPPLIER will conduct field site surveys and document the results in an agreed upon site survey form. Results will be collected with a SUPPLIER field tool and reviewed with CUSTOMER for all Network Devices to determine if locations are suitable for network infrastructure installation in a field site survey report to CUSTOMER. CUSTOMER may participate in site surveys and will receive training on certification to conduct site surveys.
- e) SUPPLIER will update network design (Enhanced Field Network Design) based on results of the site surveys and will provide updated Network Equipment counts and locations to CUSTOMER.
- f) CUSTOMER or SUPPLIER will procure additional Network Equipment subject to the Network Coverage Addendum as needed based on updated network design.

4.2.5. Analysis Stage Deliverables

SUPPLIER Deliverables:

- a) Environment specs (Hardware sizing, prerequisite software, versions, etc.)
- b) Integration architecture for AMI solution
- c) Functional requirements for the AMI solution
- d) GAP Analysis
- e) Updated AMI HES Configuration Worksheet
- f) Updated Project Plan and Schedule to be incorporated into the Integrated Project Plan
- g) Interface Specification documentation for all interfaces identified as within the scope of this project
- h) Implementation Project Responsibilities Matrix
- i) Initial Field Network Design
- j) Field site survey report
- k) Enhanced Field Network Design
- l) FAT worksheet
- m) Environmental Analysis Report
- n) Initial FAT report from SUPPLIER's internal testing and review of meters

4.3. Design, Build & Installation Stage

4.3.1. Server Installation

It is SUPPLIER's responsibility to setup the AMI HES (Production and Disaster Recovery) and OO (Production) environment servers and support software infrastructure per requirements agreed to and documented by SUPPLIER.

During this stage:

- a) SUPPLIER will acquire and install all environment support components:
 1. Server hardware and cloud services
 2. Data storage equipment
 3. 3rd party software licenses listed in Section 1.1;
- b) SUPPLIER will provide all required hardware and third-party software required to support application installation in the Development/Test and Production environments;

- c) SUPPLIER will, if needed, upgrade 3rd party software listed in Section 1.1 in the following environments: Test and Production;
- d) SUPPLIER will Install and configure any other third-party software to support Development/Test, and Production environments;

4.3.2. Software Installation in Test Environment

SUPPLIER will install and configure the AMI HES application software to SUPPLIER's Test environment.

During this stage:

- a) SUPPLIER will execute a standard set of checks prior to the installation to ensure all pre-requisites have been completed;
- b) SUPPLIER will provide the written results of the validation checks to CUSTOMER;
- c) SUPPLIER will deliver release notes and release package(s) for the software packages to be installed and configured to CUSTOMER;
- d) SUPPLIER will install and configure the AMI HES application software in the development/test environment as documented in the CWB;
- e) SUPPLIER will deliver processes and documentation to duplicate the AMI HES application configurations to the Production environment to CUSTOMER.
- f) SUPPLIER will perform database backup and server backup(s) prior to the software installation, if necessary.
- g) SUPPLIER will perform initial system validation to verify installation and configuration has been completed properly and will provide the written results of this validation to CUSTOMER;
- h) SUPPLIER will develop the validation strategy for the Production AMI solution to CUSTOMER to be included in the Go Live and Migration Plan

4.3.3. Software Installation in Production Environment

SUPPLIER will install and duplicate the configurations of the AMI HES application software to SUPPLIER's Production environment using SUPPLIER's training and documentation.

During this stage:

- a) SUPPLIER will execute a standard set of checks prior to the installation to ensure all pre-requisites have been completed;
- b) SUPPLIER will provide the written results of the validation checks to CUSTOMER;
- c) SUPPLIER will implement changes/corrections as necessary;
- d) SUPPLIER will deliver release notes and release package(s), if such have changed, to CUSTOMER;
- e) SUPPLIER will install the AMI HES application software in the Production environment and validate that such install was completed successfully and provide written results of this validation;
- f) SUPPLIER will duplicate the configurations for the AMI HES application software from the development/test to the Production environment as documented in the processes provided in 5.1.1.c;
- g) SUPPLIER will perform initial system validation to verify installation and configuration has been completed properly and provide written results for CUSTOMER review;
- h) SUPPLIER will validate the proper setup of all integrations with the AMI HES and WOMS and that all connectivity between CUSTOMER systems and SUPPLIER systems are functioning as required.

4.3.4. Interface Development

In this stage, SUPPLIER and CUSTOMER system vendors will complete development of the interfaces between the CUSTOMER systems and AMI HES or Meter Installation Work Management System identified as in the scope of this project. CUSTOMER will principally be responsible that SmartWorks and CentralSquare will produce the design specifications as needed for SUPPLIER's end to end integration architecture and SUPPLIER will supply all information required about the AMI HES and WOMS, and insight from its experience in supporting relevant prior integration efforts, to support this process. SUPPLIER will manage the overall development (i.e. design & build) process and SmartWorks and CentralSquare functional and technical resources will perform the development (i.e. design & build) process (deployment and maintenance). SUPPLIER will support the process and continue to provide guidance and knowledge about the capabilities and requirements of the system relevant to the integration effort. SUPPLIER will provide test data as required by SmartWorks and CentralSquare to unit test and validate the development of the interfaces.

During this stage:

- a) CUSTOMER's vendors will build and test utility system interfaces identified as in the scope of this project.
- b) CUSTOMER's vendors will, build and test designated utility third party system interfaces identified as in the scope of this project.
- c) SUPPLIER will build and test SUPPLIER's system interfaces for AMI HES or Meter Installation Work Management System for the CUSTOMER's system identified as in the scope of this project.
- d) SUPPLIER will provide integration specifications as agreed upon in the integration architecture and sample data and CUSTOMER's vendors will conform to these mutually agreed upon specifications.
- e) SUPPLIER will provide integration between SUPPLIER systems.
- f) SUPPLIER will test all interfaces between AMI HES and MDMS and CIS as part of the system testing.
- g) SUPPLIER will test all interfaces between WOMS and CIS as part of the system testing
- h) SUPPLIER will verify that all interfaces between MDMS and CIS are tested as part of system testing
- i) SUPPLIER will test all configurations and functionality of the AMI HES as part of system testing.
- j) SUPPLIER will test all configurations and functionality of the WOMS as part of system testing.

4.3.5. Network Installation

In this stage, SUPPLIER and SUPPLIER's sub-contractor will install Network Equipment per the network design and field surveys. SUPPLIER will conduct network Commissioning to ensure network devices register properly in AMI HES and have been installed and configured correctly.

During this stage:

- a) SUPPLIER will ensure backhaul access to all cellular Network Device locations as documented in the Field Survey. For avoidance of doubt, SUPPLIER is responsible for identifying the cellular provider for cellular data services and will resolve any cellular data service issues identified during or immediately after the Network Device is installed.
- b) CUSTOMER will ensure backhaul access to all ethernet Network Device locations as documented in the Field Survey.
- c) CUSTOMER will perform make ready work (e.g. install pole, install pole ground, enable power, etc.) as documented in the Field Survey.

- d) SUPPLIER will provide all material necessary to attach and secure the network devices including, but not limited to, pole installation arm assemblies to install and attach to RF Network Device and router assembly kits and will provide cabling to the devices.
- e) SUPPLIER will install network devices according to SUPPLIER installation guides, which will include requirements for composite poles to not invalidate the warranty, and the EFND. If network device cannot be installed as documented in the Field Survey, SUPPLIER will identify an alternative location and review the impacts with CUSTOMER.
- f) SUPPLIER will follow all prudent safety practices in the process of device installation such as traffic management, pedestrian safety, etc.. If SUPPLIER, or CUSTOMER, observes unsafe work practice during the installation of network devices, a stop work will be called and SUPPLIER will mitigate the unsafe practice and review the mitigation with CUSTOMER before work may continue.
- g) SUPPLIER will document and review with CUSTOMER the onsite and remote Commissioning process and measurements. This includes verification of physical installation and configuration of network devices, support importing the device or location files into AMI HES, and verification of backhaul communication.
- h) SUPPLIER will complete the “as built” documentation for the installed and Commissioned Network Devices.
- i) SUPPLIER will update the RF Design with the “as built” network to create a Final Field Network Design.

4.3.6. Design, Build & Installation Stage Deliverables

SUPPLIER Deliverables:

- a) Initial Technical Architecture Overview for AMI HES
- b) Initial Integration Architecture
- c) Initial Configuration Worksheet for AMI HES
- d) Installed and Configured AMI HES and Impact
- e) Unit test scripts and unit test report for AMI HES, Impact, MDMS and CIS
- f) Migration to Production Process

4.4. Testing Stage

This stage will focus on comprehensive end to end testing with SUPPLIER, SmartWorks and CentralSquare technical resources and CUSTOMER business end users. SUPPLIER will support and provide guidance through System Integration or end-to-end Testing (SIT) and User Acceptance Testing (UAT). SUPPLIER will provide test scripts and test data for SIT and will conduct the SIT testing, with support from SmartWorks and CentralSquare. CUSTOMER will conduct UAT testing with support from SUPPLIER. After the testing stage, CUSTOMER will sign off on completion of successful tests and SUPPLIER will initiate the Go/No-Go Decision for move into Production Cutover stage.

SIT is conducted to establish connectivity between MDMS, AMI HES, CIS, Installation Management System, and other systems to ensure data is flowing accurately and to validate the internal handling and exception handling of all systems impacted by any integration. UAT will be conducted with CUSTOMER end users to ensure business needs are met by the system configurations and interfaces. This will include testing of meter-to-cash processes and remote connect/disconnect processes. SUPPLIER will provide guidance and consulting to help CUSTOMER ensure the test objectives are being met. SUPPLIER will be responsible for documenting and managing the testing activities. SUPPLIER provides operational knowledge transfer of the system to CUSTOMER personnel prior to go-live. The scope of integration involved in this stage is limited to those interfaces identified as in the scope of this project and further defined in the Design & Build stage above.

4.4.1. System Integration Testing Preparation

SUPPLIER, with support from SmartWorks and CentralSquare, is responsible for preparing for the integration testing and validation process and determining the acceptability of the results, including the development and managing the SIT testing. SUPPLIER will be responsible for the preparation and testing of the AMI HES and WOMS configuration and functionality and the integration between AMI HES and MDMS/CIS as well as the integration of Installation Management System and CIS. SUPPLIER will optimize the design and implementation of the testing and validation processes.

During this stage of the project:

- a) SUPPLIER will develop overall test strategy and test plan.
- b) SUPPLIER, with support from CUSTOMER's vendors, will jointly develop the detailed test plan for SIT;
- c) For functional and configuration testing of AMI HES, WOMS and system integration testing:
 1. SUPPLIER will develop test cases, test scripts and test data, and
 2. CUSTOMER will review test cases and test scripts and may require additional tests not included in SUPPLIER's test cases.
- d) SUPPLIER will prepare Performance Testing plan;
- e) SUPPLIER, with review by CUSTOMER, will develop Operational knowledge transfer checklist.

4.4.2. System Integration Testing Execution

In this stage, SUPPLIER will proceed with the performance of overall System Integration Testing (SIT). SUPPLIER will be responsible for documenting and managing the testing activities. SUPPLIER provides operational knowledge transfer of the system to CUSTOMER personnel prior to go-live. The scope of integration involved in this stage is limited to those interfaces identified as in the scope of this project and further defined in the Design & Build stage above. CUSTOMER may observe some SIT tests.

In this Testing stage:

- a) CUSTOMER will provide necessary SmartWorks, CentralSquare and CUSTOMER resources to meet testing schedule;
- b) SUPPLIER will provide necessary SUPPLIER resources to meet testing schedule;
- c) SUPPLIER will provide test files and test data as necessary to simulate the meter data and performance conditions;
- d) SUPPLIER will conduct system testing all its solution components, AMI HES and WOMS;
- e) SUPPLIER, with support from SmartWorks and CentralSquare, will perform point to point SIT of all integrations
- f) SUPPLIER will lead in the execution of end to end SIT;
- g) SUPPLIER will lead Performance Testing to validate selected (e.g. on-demand, mass deployment) functions have minimal latency;
- h) SUPPLIER will conduct and document the results for all test cases.
- i) SUPPLIER will conduct regular defect meetings to review and prioritize the defects identified during the testing and the schedule and activities for resolution.
- j) SUPPLIER will resolve any errors and exceptions raised through the testing cycle for its product and interfaces;
- k) CUSTOMER's vendors will resolve any interface errors and exceptions raised through the testing cycle for its interfaces; and
- l) SUPPLIER will prepare an SIT report and review such report with CUSTOMER
- m) CUSTOMER will sign off on testing stage completion.

4.4.3. User Acceptance Testing Preparation

SUPPLIER is primarily responsible for preparing for the user acceptance testing and validation process and CUSTOMER is responsible for executing this testing and determining the acceptability of the results.

SUPPLIER will support, review, and assist in optimizing the design and implementation of the testing and validation processes.

During this stage of the project:

- a) SUPPLIER, with support from CUSTOMER, will develop overall test strategy and test plans for UAT;
- b) SUPPLIER, with support from CUSTOMER, will prepare Use Cases and Test Cases for UAT;
- c) CUSTOMER with support from SUPPLIER will prepare Test Data for UAT; and
- d) SUPPLIER will develop Operational knowledge transfer checklist.

4.4.4. User Acceptance Testing Execution

In this stage, SUPPLIER will work with CUSTOMER to assist them with performance of overall User Acceptance Testing. SUPPLIER will be responsible for managing the testing activities while CUSTOMER will be responsible for the execution and documenting of the testing. SUPPLIER provides operational knowledge transfer of the system to CUSTOMER personnel prior to go-live. The scope of testing involved in this stage is limited to those interfaces and functionality identified as in the scope of this project and further defined in the Design & Build stage above.

In this Testing stage:

- a) CUSTOMER will provide necessary CUSTOMER resources to meet testing schedule;
- b) SUPPLIER will provide necessary SUPPLIER resources to meet testing schedule;
- c) SUPPLIER will provide test files and test data as necessary to simulate the meter data conditions;
- d) SUPPLIER will schedule and manage the UAT testing;
- e) CUSTOMER will lead and SUPPLIER will assist in the execution of UAT;
- f) CUSTOMER will lead and SUPPLIER will assist in UAT execution with CUSTOMER end users;
- g) SUPPLIER will track and prioritize error and exceptions for resolution;
- h) SUPPLIER will resolve any errors and exceptions raised through the testing cycle for its product and interfaces;
- i) CUSTOMER's vendors will resolve any interface errors and exceptions raised through the testing cycle for its interfaces;
- j) SUPPLIER will develop a UAT test report and review with CUSTOMER.
- k) CUSTOMER will sign off on testing stage completion.

4.4.5. Testing Stage Deliverables

SUPPLIER Deliverables:

- a) Test Strategy
- b) System test plan
- c) System test cases for AMI HES functionality
- d) System test cases for WOMS functionality
- e) System test results for AMI HES functionality
- f) System test results for WOMS functionality
- g) Integration test plan
- h) Integration Validation (test plans, test data, use and test cases, and test results) for Point to Point Testing;
- i) Integration Validation (test plans, test data, use and test cases, and test results) End-to-End Testing
- j) User Acceptance test plan and test results

4.5. Training Stage

Modular, process-based training allows employees from all areas of the utility to understand their role in the SUPPLIER system and enables them to integrate it into their daily processes.

AMI training consists of classroom and hands-on training. SUPPLIER will provide classroom training in Network Deployment and AMI HES prior to network and AMI HES installation. Hands-on training will be provided for conducting site surveys, commissioning, using AMI Field Tools, and other activities throughout the course of the project. Additional online sessions focused on security are also included. During the installation and configuration stages, CUSTOMER personnel will be exposed to the AMI HES through the configuration effort through hands-on experience. Knowledge transfer is also provided during the Testing stage where the CUSTOMER AMI HES operations and system administration personnel are exposed to processing of data through the AMI HES against a standard test database.

This particular stage provides training relative to the integration work defined and completed in the project.

During this stage:

- a) SUPPLIER will provide and CUSTOMER will participate in:
 - 1. Network Maintenance Training
 - 2. UIQ Training as defined in Exhibit H
 - 3. Online training for security
 - 4. Field Tool Training
- b) CUSTOMER will review the training and documentation and identify any training or documentation which has not fully conveyed the information necessary.
- c) SUPPLIER will log attendance and conduct an assessment of all training participants.

4.5.1. Training Stage Deliverables

SUPPLIER Deliverables:

- a) Completed classroom training and training assessment
- b) User guides and training presentations
- c) AMI HES System Guides
- d) OO User Guides

4.6. Production Cutover & Stabilization Stage

4.6.1. Production Cutover

The Production Cutover stage of the project will focus on bringing technical and business work streams together as the system is used in the Production environment. The objective of this stage is to document detailed cutover plan and scheduling including rollback plan.

Within this stage, SUPPLIER will move all SUPPLIER applications into production for the first time. This will include loading production data and beginning production operations. The parties will also conduct an initial review of opportunities to optimize system processes. SUPPLIER, with support from SmartWorks and CentralSquare, will plan, control, and execute the go-live process. CUSTOMER will be actively involved in assisting with the Go-Live plan as developed by the parties, and in reviewing and make suggestions for improving initial operating results.

In this stage:

- a) SUPPLIER will provide their standard Go-Live plan for AMI HES based on best practices.
- b) SUPPLIER will collect standard Go-Live plans from CentralSquare, SmartWorks and CUSTOMER;
- c) SUPPLIER with support from CUSTOMER will prepare Go-Live plan including tasks, roles, and dependencies. SUPPLIER will lead the development of the overall Go-live plan; CUSTOMER will add content based on CUSTOMER systems and best practices.

- d) SUPPLIER will ensure all AMI HES and Impact jobs are set up in the job scheduler with appropriate dependencies and triggers. SUPPLIER will provide the list of times and schedule times prior to Go Live.
- e) SUPPLIER will execute go-live plan in the Test environment in a “dress rehearsal” mode at least once.
- f) SUPPLIER will validate the installed and configured production AMI HES and Impact
- g) SUPPLIER will provide and execute a checklist of tests and validations that should be conducted on a live system.
- h) SUPPLIER, with support from CUSTOMER, will execute the Go-Live plan.
- i) SUPPLIER will lead and CUSTOMER will monitor the Initialization of the AMI HES and Network Devices:
 - 1. Move configured AMI HES configurations into Production Environment using documentation and processes provided by SUPPLIER,
 - 2. Run Initial Master Data Full Synchronization Processes (i.e. load production core data into the AMI HES),
 - 3. Run Initial Meter Reading Analytics (MRA) process to establish baseline average daily usage data, and
 - 4. Run all identified initial processes; and
- j) SUPPLIER will lead and CUSTOMER will support turning on Normal Processing:
 - 1. All standard required processes are turned on as needed,
 - 2. Any special queries provided for reports are turned on as needed,
 - 3. Other processes are turned on as needed;
- k) SUPPLIER will lead and CUSTOMER will support in review of processes and performance times immediately after Go-Live to identify immediate optimization opportunities;
- l) SUPPLIER will resolve any system errors and exceptions raised through the production cutover cycle; and
- m) CUSTOMER will sign off on production cutover stage completion.

4.6.2. Production Stabilization

The Production Stabilization stage of the project is for the transition of the software support from the SUPPLIER Project Team to the SUPPLIER Support Team. The objective of this stage is to provide application monitoring plan post-production cutover and turnover of production system to SaaS Operations for ongoing administration. Production Stabilization will occur in parallel the successful deployment of the meters in St. John Island and the Initial Deployment Acceptance testing.

In this stage,

- a) SUPPLIER will monitor production system and capture all exceptions for 3 months following integration cutover (“Stabilization Period”);
- b) SUPPLIER will review stabilization and exceptions with CUSTOMER and recommend enhancement in processes and integrations;
- c) SUPPLIER will lead and CUSTOMER will participate in preparation of handover documentation;
- d) SUPPLIER will lead and CUSTOMER will participate in the walkthrough of standard Support Procedure;
- e) CUSTOMER will assign designated, authorized CUSTOMER Support contacts; and
- f) CUSTOMER will sign off on the Systems Integration project completion.

4.7. Production Cutover and Stabilization Deliverables

SUPPLIER Deliverables:

- a) Operational knowledge transfer checklist

- b) Updated design and configuration documents
- c) Updated integration architecture
- d) Hardware and software optimization recommendations
- e) Standard Support Procedure

4.8. Meter Deployment

SUPPLIER shall perform Services described herein and manage this deployment process according to the Deployment Schedule. SUPPLIER responsibilities shall include, but shall not be limited to, removing existing meters, installing new AMI meters, installing metering related devices, completing necessary repairs, receiving and inspecting meter shipments, sample testing received meters, RMA management for failed meters, inventory management, operating cross-dock facilities, tracking and reporting on project metrics and field deployment completion data, data file exchanges, and providing any necessary training.

4.8.1. SUPPLIER Deployment Plan

The Deployment Plan Stage shall consist of developing an overall deployment plan based on weekly meter exchange goals and accounting for potential delays or risks due to weather and other issues.

In this stage,

- a) SUPPLIER shall receive all meters, and ancillary equipment, at SUPPLIER's warehouse and maintain insurance and security of the devices until they are installed and Commissioned.
- b) SUPPLIER shall provide its standard quality inspection process for incoming meters.
- c) SUPPLIER shall provide its standard auditing process for tracking meter inventory.
- d) SUPPLIER shall inspect received AMI meters and sample test these meters for quality and accuracy.
- e) SUPPLIER shall maintain a documented safety program that meets all applicable OSHA standards. Such safety plan shall include initial safety training and reinforcement by daily, weekly, and monthly workforce safety meetings for the duration of the Project.
- f) SUPPLIER shall develop an Inclement Weather Mitigation Plan identifying the stand down and equipment storage processes, restart processes and how SUPPLIER will recover from this delay and maintain the final delivery schedule.
- g) SUPPLIER will maintain field safety personnel as a point person on safety issues and to monitor for safety compliance.
- h) SUPPLIER shall develop, with input from CUSTOMER and accounting for the best practice process to ensure the best communication with the AMI meters a complete deployment plan for VIWAPA including ramp up, ramp down, number of installers, projected weekly exchange rate throughout the deployment period taking into account CUSTOMER holidays, weather delays, and other criteria as necessary. SUPPLIER Deployment Plan shall include blackout windows as defined in VIWAPA provided schedule, not to exceed five (5) business days.
 1. The SUPPLIER Deployment Plan will describe in detail the plans for the deployment of meters and network in St. John, St. Croix and St. Thomas (including Water and Hassel Islands).
 2. The SUPPLIER Deployment Plan will include the completion of the installation of meters on St. John Island and the completion of the Initial Deployment Acceptance prior to the commencement of the installation of the meters on St. Croix Island and St. Thomas Island. This Initial Deployment Acceptance ("IDA") is expected to take approximately 30 days and represents a pause meter deployment until completion of the IDA. Network Device deployment can continue during IDA.
 3. SUPPLIER shall maintain a forward-looking detailed installation schedule of at least ninety (90) days based on the Deployment Plan
- i) SUPPLIER shall present this plan to CUSTOMER for review and discussion.

- j) SUPPLIER shall develop and review with CUSTOMER a customer communication process, including:
 - 1. CUSTOMER is responsible for creation and delivery of communications to the end customer regarding the AMI program, the installation of meters, installation timing, etc. prior to carrying out meter exchange.
 - 2. CUSTOMER is responsible for notifications to law enforcement and city officials of the working areas, based on SUPPLIER schedule and request.
 - 3. SUPPLIER attempts to contact end customer, or access to the meter if customer contact is not successful.
 - 4. SUPPLIER attempts to install the meter, including creation of appointments and after hours and weekend support. Note that SUPPLIER must conduct and document at least 3 field attempts, including at least one after hours or weekend attempt to gain access to the meter. SUPPLIER will contact CUSTOMER identified resource for access assistance before the installation can be designated Repeated No Access.
- k) SUPPLIER shall develop and review with CUSTOMER the daily process for meter deployment. The proposed process is included herein as Exhibit C and will be updated based on the review with the CUSTOMER.
- l) SUPPLIER shall develop and review with CUSTOMER, the handling for special installation cases, including, but not limited to:
 - 1. Tamper conditions found. SUPPLIER will RTU the installation and contact CUSTOMER Revenue Protection as quickly as possible. If tamper is identified before removing the meter, the installer should record as such, contact CUSTOMER Revenue Protection and RTU the work order. If tamper is identified after removing the meter, the installer should take pictures, re-install the meter (if it is safe to do so), contact CUSTOMER Revenue Protection and RTU the work order. If tamper is identified after removing the meter and it is not safe to re-install the meter, the installer will blank the socket to be safe, contact CUSTOMER Revenue Protection, contact the VIWAPA designated contact for customers left without power and the installer will RTU the work order and move on to the next install. NOTE that RTUs for tamper do not apply to the RTU cap and will be subject to the standard RTU charge.
 - 2. Disconnected meters. It is expected that SUPPLIER will install meters found in a visibly disconnected state where the existing meter or service is disconnected and will report as such and install a new AMI meter preconfigured to be in a disconnected state, if the AMI meter is capable of remote disconnect, or will install a new AMI meter and install insulating sleeves on the load side of the meter if the meter is not capable of remote disconnect. CUSTOMER may be able to provide information about meters disconnected to the installation work order management system.
 - 3. Customer refusal. If the customer refuses the installation of an AMI meter, the installation will be RTU'd to CUSTOMER. Once CUSTOMER resolves the problem and the customer will now allow an installation, the work order will be restored to SUPPLIER and SUPPLIER will complete the meter installation. NOTE that RTUs for customer refusal do not apply to the RTU cap and will not be subject to the standard RTU charge.
 - 4. Repeated no access. If SUPPLIER has identified a Repeated No Access situation, as defined in 4.8.1.j.4, SUPPLIER will RTU the installation to CUSTOMER.
 - 5. Hazardous conditions. If SUPPLIER identifies a condition where the service is unsafe to support the removal and installation of an electric meter before the meter is removed, the SUPPLIER will capture pictures of the condition and RTU the installation to the CUSTOMER. If the meter is removed followed by the identification of the unsafe condition, the installer will follow the process for unsafe condition resolution identified below (#7).

6. Obstructions preventing meter access or meter removal. If SUPPLIER identifies a condition where the meter cannot be accessed or the meter cannot be removed from the meter socket due to obstructions, the SUPPLIER will take pictures of the obstructed service and will RTU the installation to CUSTOMER. Once CUSTOMER can resolve the access issue with the customer, CUSTOMER will return the installation to SUPPLIER and SUPPLIER will complete the installation. NOTE that RTUs for meter access or obstruction do not apply to the RTU cap and will not be subject to the standard RTU charge
 7. Safety issues or unexpected outage conditions after the meter is removed, including notification to SUPPLIER and CUSTOMER personnel and requirements for standby support. If SUPPLIER identifies a safety condition which prevents the installation of the new meter, SUPPLIER's installer will contact SUPPLIER field supervisor and SUPPLIER field supervisor will contact CUSTOMER and SUPPLIER field supervisor arrange for an electric contractor to resolve the problem. Upon resolution of the safety issue, SUPPLIER will complete the installation of the meter. NOTE: SUPPLIER pricing for standby support must clearly indicate the rate that will be charged for such safety hazard standby time.
 8. Bad dog. If SUPPLIER encounters an unsafe condition due to an unfriendly animal, SUPPLIER installer will take pictures of the unfriendly animal and review such scenario with the SUPPLIER field supervisor. If SUPPLIER field supervisor agrees, SUPPLIER will RTU the installation to CUSTOMER. If CUSTOMER is able to resolve the situation with the customer, the installation will be returned to SUPPLIER and SUPPLIER will complete the installation. NOTE that RTUs for unfriendly dog do not apply to the RTU cap and will not be subject to the standard RTU charge
- m) SUPPLIER shall establish warehouses and cross dock facilities to support inventory management, including:
1. SUPPLIER shall provide and equip facilities for receiving, storing, and dispatching of new Endpoints as well as storing meters being returned and preparing them for disposal until their disposal. Should CUSTOMER be required to retain some removed meters, CUSTOMER will retrieve such meters from SUPPLIER's warehouse in a timely manner and SUPPLIER will not be required to dispose of these meters. Locations of such facilities will vary depending on geographic deployment. Space will be used for installation workforce, secure storage for inventory, and secure overnight parking for installer vehicles.
 2. SUPPLIER shall receive all meter and other equipment ("Inventory") deliveries at its facility(s) for inventory and storage purposes after the Equipment is cleared and received by VIWAPA at the port.
 3. SUPPLIER shall provide all computer equipment, internet access, office facilities, warehousing and material handling facilities, equipment staging areas, security services, bathroom facilities, etc. required to perform the services outlined in this SOW.
 4. SUPPLIER shall provide for workspace for one (1) CUSTOMER representative.
 5. SUPPLIER shall retain responsibility to the inventory received until such inventory is installed for service.
 6. SUPPLIER shall store all inventory in its facility(ies) in such a manner as to protect them from damage or deterioration. SUPPLIER shall store the inventory in areas of its Facility segregated from all other goods and property located at the Facility (the "Segregated Area") and shall clearly identify them as the property of CUSTOMER by a conspicuous sign or placard. Such identification or marking shall include marking one or units of the Inventory in each lot thereof. To the extent practicable, the Segregated Area shall be separated from the rest of the Facility.
 7. SUPPLIER shall keep all inventory free and clear of any liens, claims, security interests and other encumbrances of any nature whatsoever.

8. SUPPLIER will transport equipment to from delivery location to SUPPLIER warehouse locations as identified in the Deployment Plan.
 9. SUPPLIER will provide work order management system, tools, warehouse equipment (such as forklift, pallet jacks), computers and associated connections, etc.
 10. Unless otherwise agreed in writing, SUPPLIER shall be responsible for receiving and inspecting all Endpoints and equipment. SUPPLIER will validate all endpoints have proper documentation to allow for receipt.
 11. SUPPLIER shall use its work order management system on a daily basis to electronically scan individual Endpoints and transfer/assign to each field technician for daily meter exchanges in an effort to help reduce the risk of lost meters. NOTE that SUPPLIER maintains responsibility for the meters until they are installed.
 12. Individual Endpoint inventory shall be conducted on a daily basis by all field technicians using formal count sheets.
 13. On a quarterly basis, SUPPLIER shall conduct an audit of the full meter inventory and report the results to CUSTOMER.
 14. At the end of each day, SUPPLIER field personnel shall return Endpoints that are equal to Endpoints taken out in the morning minus Endpoints installed plus meters removed.
 15. A list of active installation personnel along with pictures shall be provided by SUPPLIER at a frequency necessary based on installer churn so CUSTOMER call center can validate the identify of any installer. The format of this list and mechanism for delivery is to be determined.
- n) SUPPLIER shall be responsible for training all employees to perform the services outlined herein. CUSTOMER reserves the right to audit the training materials and training sessions. Training shall include but is not limited to:
1. Proper meter installation for all applicable meter forms.
 2. Ability to identify meter sockets, (socket types, forms, etc.), service voltages, and service sizes.
 3. Correct reading of meter registers.
 4. Operating and maintaining data transfer systems.
 5. Training on customer communication including managing customer contacts during the installation of meters. SUPPLIER shall train on procedures for managing difficult customer situations and resolutions and coordinate with CUSTOMER's employees on field issues.
 6. Recognize and respond properly to dangerous conditions and emergency situations.
 7. Recognize and report theft of service (tampering). Included are missing seals, missing meter socket seal, current diversion.
 8. Report abnormal operating conditions as defined by Utility.
 9. Recognize damaged services and respond appropriately to safety, service, and repair issues.
 10. Identify energized meter enclosures and other unsafe meter situations.
- o) SUPPLIER shall be responsible for ensuring all personnel maintain any professional qualifications, licenses, permits, certifications and skills appropriate for the Services to be performed.
- p) SUPPLIER shall provide all personal protective equipment, uniforms, CUSTOMER-approved photo ID badges indicating that SUPPLIER is an approved CUSTOMER contractor, transportation, computers, tools, equipment, meter socket jumper cables, vehicles, vehicle signage identifying that SUPPLIER is a CUSTOMER contractor, communications equipment (e.g., cell phones, radios), etc. required for a successful AMI meter deployment. All personal protective equipment must meet industry standards. Vehicle signage must be permanent in nature and must not be easily removed from SUPPLIER vehicles.

4.8.2. Deployment Execution

The Deployment Execution stage shall consist of the exchange of all electric meters for AMI electric meters in the CUSTOMER Service Territory.

In this stage,

- a) SUPPLIER and CUSTOMER shall follow the Governance Process outlined herein.
- b) SUPPLIER shall install electric Endpoints per the Deployment Plan. Electric meters must be installed and in “Active” status in AMI HES to be considered Commissioned.
- c) SUPPLIER will follow all prudent safety practices in the process of meter deployment. If SUPPLIER, or CUSTOMER, observes unsafe work practice during the installation of meters, a stop work will be called and SUPPLIER will mitigate the unsafe practice and review the mitigation with CUSTOMER before work may continue.
- d) SUPPLIER shall establish a sub-contract to support the warehousing and installation of AMI meters
- e) SUPPLIER shall train and maintain appropriate staffing levels of meter installers to meet the agreed upon schedule.
- f) SUPPLIER shall consume a file generated by the CUSTOMER CIS into Impact that provides any updates to the end customer record such as name changes, connection status, etc. The frequency of this file delivery is expected to be daily unless otherwise agreed.
- g) SUPPLIER shall provide daily report of meters installed, meters that could not be accessed, and meter installations that were refused to CUSTOMER.
- h) SUPPLIER shall make at least 3 documented attempts to install meters.
- i) For meters that are hard to access, SUPPLIER shall contact end customers to make appointments for installations.
- j) SUPPLIER shall maintain a call center to allow end customers to call to make appointments.
- k) SUPPLIER shall indemnify CUSTOMER for any claims resulting from Deployment Execution including but not limited to insurance claims due to installer accidents, end customer property damage.
- l) SUPPLIER shall provide a daily meter installation file that shall be imported into the CUSTOMER CIS to process meter exchanges.
- m) SUPPLIER shall be required to interact with the end customer as per the agreed upon communications plan.
- n) SUPPLIER shall record and deliver electronically to CIS at a minimum:
 1. Meter GPS coordinates
 2. Removed seal number
 3. Installed seal number
 4. Removed meter number and removed meter read
 5. Installed meter number and installed meter read
 6. Meter exchange date and time
 7. If meters installed in disconnected state
- o) SUPPLIER handheld device must have some level of validation to determine if the entered last read of the meter is a reasonable value based on previous usage (last billing read will be provided in the synchronization from CIS to Impact) or other mechanism.
- p) SUPPLIER must provide overnight QA process. Itron to compare the readout meter reading with the picture of the old meter face to avoid incorrect meter readings being submitted to CUSTOMER CIS in the meter exchange file.
- q) SUPPLIER shall take pictures and provide CUSTOMER access to these pictures during the Deployment Period and 6 months after completion of the deployment as follows:
 1. Site as found

2. Existing meter face so as to corroborate end reading and validate the meter seal identifier
 3. Meter socket with existing meter removed
 4. Meter voltage (picture of the voltmeter reading)
 5. New meter face so as to corroborate initial meter reading and validate the meter seal identifier
(Note that all new meters being installed must have an initial reading of zero. A meter with a non-zero reading should be returned to the warehouse facility to verify that it is properly reset and ready for installation.)
 6. Site as left
 7. For CT service installs, a picture of the CTs to see the voltage and multiplier will be captured.
- r) SUPPLIER shall inspect each meter socket upon removal of meter and verify the voltage, if available. The installer is expected to inspect the meter can condition for rust, mounting to the structure or pole, overhead or underground integrity and for potential hot socket related issues such as discoloration of the jaws (blue in color), annealing of jaws, signs of heat at the wire jaw connection or pitting on the back of the meter due to arching. In the event of hot socket or high temperature, the jaws should be tested to validate they have a holding capability greater than 8 pounds. Jaws that are found to fail this test should be replaced with like for like jaws. Service pans that show no sign of heating or otherwise are not required to be tension tested
 - s) SUPPLIER shall be responsible for maintaining a suitable supply of other installation needs such as doorhangers, meter seals, and other devices.
 - t) CUSTOMER shall provide meter seals, door hanger and locking and regular rings based on forecast and requests from SUPPLIER. NOTE that CUSTOMER and SUPPLIER will agree upon the lead times for CUSTOMER-provided material and SUPPLIER agrees to forecast and request materials based on these lead times.
 - u) SUPPLIER shall maintain controls on the meter seal inventory in the same secure manner as meters and will capture meter seal serial number with each meter installation.
 - v) SUPPLIER and CUSTOMER shall establish the process for repairs to meter sockets and service prior to the start of meter deployment.
 - w) SUPPLIER shall be responsible for determining if socket repairs are necessary and initiate those repairs per a defined process.
 - x) SUPPLIER shall dispose of removed meters off island as per agreed environmentally responsible process and provide associated documentation.
 - y) SUPPLIER shall provide meter exchange synchronization, via electronic interface, to CUSTOMER CIS within 24 hours of the successful installation of each meter.
 - z) SUPPLIER shall remediate any meter communications or Commissioning issues as expediently as possible. Refer to No Meter Left Behind process in Attachment H.
 - aa) SUPPLIER shall provide a notification of any endpoint for which the installation cannot be completed (RTU endpoint) to CUSTOMER. SUPPLIER will ensure that all criteria and retries have been attempted before an endpoint is declared RTU.
 - bb) CUSTOMER will install any endpoint where the premise has been identified as RTU (Return to Utility) and the work order is not returned to SUPPLIER.
 - cc) CUSTOMER CIS will provision AMI HES with the newly installed Meters.
 - dd) SUPPLIER will ensure the import of MMF files into AMI HES upon acceptance of the meter shipment and prior to the installation of any meters included in the MMF file.
 - ee) SUPPLIER will establish a Commissioning process that will validate that each installed electric Endpoint is “Active”, not exhibiting alarm conditions and communicating with a minimum acceptable performance of 90% reliability in AMI HES.
 - ff) SUPPLIER will identify any meter failing to Commission within 5 business days and will correct any Endpoint communicating with less than acceptable performance as defined in the No Meter Left Behind process.

- gg) SUPPLIER will report any safety incidents (near misses, accidents, injuries, or unplanned outages) to CUSTOMER when they occur.
- hh) SUPPLIER shall be responsible for independent auditing and evaluation of Deployment team to ensure compliance with agreed upon work practices and that field documentation is complete and accurate. All audit material shall be available for review.
- ii) CUSTOMER reserves the right to perform independent audits at any time and as deemed necessary. SUPPLIER shall work with any audit practices to make sure that audits cover a good and consistent cross section of all installers.
- jj) SUPPLIER shall be responsible for managing all necessary field repairs by contracting with an appropriate electrician or electricians to perform repairs as necessary.
 1. In situations where the meter location is visibly in need of repair beyond the scope of the installer but service is operational and there is no safety concern, SUPPLIER shall RTU the meter to CUSTOMER. SUPPLIER shall leave a door hanger notifying customer of necessary repairs along with a follow up phone number to call.
 2. In situations where the meter location is in need of repair and the service is not operational and cannot be safely restored, installer shall immediately notify their supervisor who in turn will initiate the repair process. Installer shall be required to remain at meter location where a potentially unsafe condition exists until a designated representative is onsite.
 3. For the purposes of this agreement, a minor repair shall be characterized as any repair inside the meter socket panel. A major repair shall be characterized as a repair that requires replacement of the meter socket panel or anything outside of the meter socket panel.
 4. Repairs shall be completed as expediently as possible.
 5. SUPPLIER or designated electrical contractor are expected to plan for inventory typically required to make the most common expected repairs.

5. System Acceptance

5.1. Initial Deployment Acceptance (IDA)

Within 60 days of the execution of this SOW, SUPPLIER will develop the Initial Deployment Acceptance Test Plan and review such plan with CUSTOMER. SUPPLIER will update the plan with feedback supplied by CUSTOMER and this plan will become the basis for Initial Deployment Acceptance.

After SUPPLIER has installed and commissioned AMI electric meters throughout St. John Island, SUPPLIER will validate that the initial deployment population is ready for acceptance testing and SUPPLIER will notify CUSTOMER that the meters, and associated communication network is available for Initial Deployment Acceptance Testing. SUPPLIER will provide the requisite information defined in the plan to CUSTOMER as part of this notification and such information will include:

- List of AMI meters, including planned installation date, actual installation date and commissioning date.
- List of Network Devices responsible for the communications to these AMI meters and number of communications hops for each AMI meter
- Secondary path Network Devices for each of these AMI meters

CUSTOMER will review the notification and, within 5 business days either accept the start of Initial Deployment Acceptance or provide a notification in writing as to why the Initial Deployment Acceptance Test prerequisite conditions have not been met.

SUPPLIER and CUSTOMER will conduct functional testing, as defined in the Initial Deployment Acceptance Test Plan, which will include:

- On-demand read: CUSTOMER will request a total kWh register read from the electric meter and the response must be returned within sixty (60) seconds. The total register read must match the digital display of the total kWh on the meter. If the total kWh register read is not returned within sixty (60) seconds, a second retry will be attempted and if this retry fails to achieve the required response, the test will be deemed failed. Sample size is one hundred (100) tests, and pass criteria is 98% or better.
- Power status ping: CUSTOMER will request power status from the AMI electric meter and the response must be returned within sixty (60) seconds. The power status must match the powered status of the meter. If the power status is not returned within sixty (60) seconds, a second retry will be attempted and if this retry fails to achieve the required response, the test will be deemed failed. Sample size is one hundred (100) tests, and pass criteria is 98% or better.
- Disconnect: CUSTOMER may, based on availability of a customer who will support such testing, request a disconnect operation of the remote switch on the AMI meter and the response must be returned within thirty (30) seconds. The meter must be disconnected from the load and still operating as part of the AMI network. If the disconnect is not completed within thirty (30) seconds, a second retry will be attempted and if this retry fails to achieve the required response, the test will be deemed failed. Sample size is one (1) test.
- Connect: CUSTOMER will request a connect operation of the remote switch on the AMI meter and the response must be returned within thirty (30) seconds. The meter must be connected to the load and still operating as part of the AMI network. If the connect is not completed within thirty (30) seconds, a second retry will be attempted and if this retry fails to achieve the required response, the test will be deemed failed. Sample size is ten (10) tests, and pass criteria is 90% or better.
- Meter Firmware Download: SUPPLIER will initiate a meter firmware download to the AMI meter. The download must complete within 24 hours. If the meter firmware download fails to complete within twenty-four (24) hours, another test will be conducted and if this retry fails to complete as required, this test will be deemed failed. Sample size is one (1) test, and pass criteria is 100%.
- Network communication failover: SUPPLIER will disable communications to one of the Network Devices. SUPPLIER will provide summary and detailed information all AMI meters affected by this Network Device, including average time to re-acquire communications, individual times to re-acquire communications and any AMI meter failing to re-acquire communications after 24 hours.
- Billing: CUSTOMER will exercise cycle billing for all installed and commissioned meters to validate the performance and reliability of billing processes using SUPPLIER's AMI solution and integrations.
- CUSTOMER will request and SUPPLIER will deliver within twenty-four (24) hours all available and agreed upon reports from the AMI HES. CUSTOMER will evaluate each report and determine the success or failure of each.
- SUPPLIER will review all network monitoring tools and dashboards from the AMI HES with CUSTOMER and validate that each is working as required.

SUPPLIER will operate the Initial Deployment AMI meters and associated Network Devices according to the SaaS agreement for AMI HES for 30 consecutive days and will provide daily performance reports to CUSTOMER. CUSTOMER may periodically, access the AMI HES to view the performance and status of these meters. At the end of the 30-day period, SUPPLIER will provide the individual and average communications performance for the Initial Deployment AMI meters as well as calculation of the following performance metrics:

- Network Uptime Success Criteria: The Network Uptime shall be calculated as defined herein.

- UA, the total actual uptime for the commissioned Network Devices used in the IDA, is measured as the summation of the uptime for said Network Devices for all thirty (30) days in the Performance Testing Period.
- UP, the total potential uptime for the commissioned Network Devices used in the IDA, is calculated as forty-three thousand two-hundred (43,200), the number of minutes in a thirty (30) day period, multiplied by the number of commissioned Network Devices used in the IDA
- Network Uptime Success = UA / UP expressed as a percentage
- Register Reads Success Criteria for Electric: Register Reads Success shall be calculated as defined herein.
 - E, the total number of expected register reads, is calculated on a daily basis for one-day prior and is equal to the number of all AMI Electric Meters among the IDA test Endpoints that satisfy Available Meter criteria for the day performance is being calculated. For clarity, the performance for Monday's reads is calculated as of 6:00 AM local time on Tuesday.
 - S, the total number of successful register reads, is calculated on a daily basis and is equal to the number of AMI Electric Meters among the IDA Test Endpoints that for the day performance is being calculated (i) satisfy the Available Meter criteria for that day, and (ii) successfully export the midnight read from the AMI HES and processed and stored in the MDMS no later than 6:00 AM local time on the day of calculation.
 - Daily Register Read Performance = S / E expressed as a percentage.
- Interval Reads Success Criteria for Electric: Interval Reads Success shall be calculated as defined herein.
 - The total number of expected interval reads is calculated on a daily basis for one-day prior and is based on:
 - X = Number of AMI Electric Meters among the IDA test Endpoints transmitting at five (5) minute intervals and that satisfy the definition of Available Meters for that day
 - Y = Number of AMI Electric Meters among the SAT test Endpoints transmitting at fifteen (15) minute intervals and that satisfy the definition of Available Meters for that day
 - For clarity, the performance for Monday's reads is calculated as of 6:00 AM local time on Tuesday.
 - The total number of successful interval reads is calculated on a daily basis and is based on:
 - A = Number of unique interval reads (kWh for electric meters) timestamped between 0:00 and 24:00 for the day performance is being measured from those AMI Electric Meters among the IDA test Endpoints transmitting at five (5) minute intervals and that satisfy the definition of Available Meters for that day
 - B = Number of unique interval reads (kWh for electric meters) timestamped between 0:00 and 24:00 for the day performance is being measured from those AMI Electric Meters among the IDA test Endpoints transmitting at fifteen (15) minute intervals and that satisfy the definition of Available Meters for that day
 - Interval reads for the previous day must be exported from the AMI HES and processed and stored in the MDMS no later than 6:00 AM local time to be considered successful interval reads.
 - Daily Interval Read Success = $[A + B] / [(96 * Y) + (288 * X)]$ expressed as a percentage.
 - For the Performance Testing Period, Interval Reads Success = $[\sum A + \sum B] / [(96 * \sum Y) + (288 * \sum X)]$ expressed as a percentage, where \sum indicates that the value is summed for all days of the Performance Testing Period.

5.2. System Acceptance Test (SAT)

Within 90 days of the execution of this SOW, SUPPLIER will develop the System Acceptance Test Plan and review such plan with CUSTOMER. SUPPLIER will update the plan with feedback supplied by CUSTOMER and this plan will become the basis for Project Acceptance.

After SUPPLIER has installed, commissioned and optimized a minimum of 99.5% of the AMI electric meters, SUPPLIER will validate that the deployment population is ready for acceptance testing and SUPPLIER will notify CUSTOMER that the meters, and associated communication network is available for System Acceptance Testing. SUPPLIER will provide the requisite information defined in the plan to CUSTOMER as part of this notification and such information will include:

- Number of AMI meters
- List of meter reading routes, including planned completion date, actual completion date and commissioning date.
- Number of Network Devices responsible for the communications to these AMI meters and the average and maximum number of communications hops for the AMI meters
- % of AMI meters with redundant communications paths

CUSTOMER will review the notification and, within 5 business days either accept the start of SAT testing or provide a notification in writing as to why the SAT Test prerequisite conditions have not been met.

SUPPLIER will operate the Network Devices and Meters according to the SaaS agreement for AMI HES for 30 consecutive days. CUSTOMER will periodically, access the AMI HES to view the performance and status of these meters. At the end of the 30-day period, SUPPLIER will provide the communications performance for the SAT AMI meters as well as calculation of the following performance metrics:

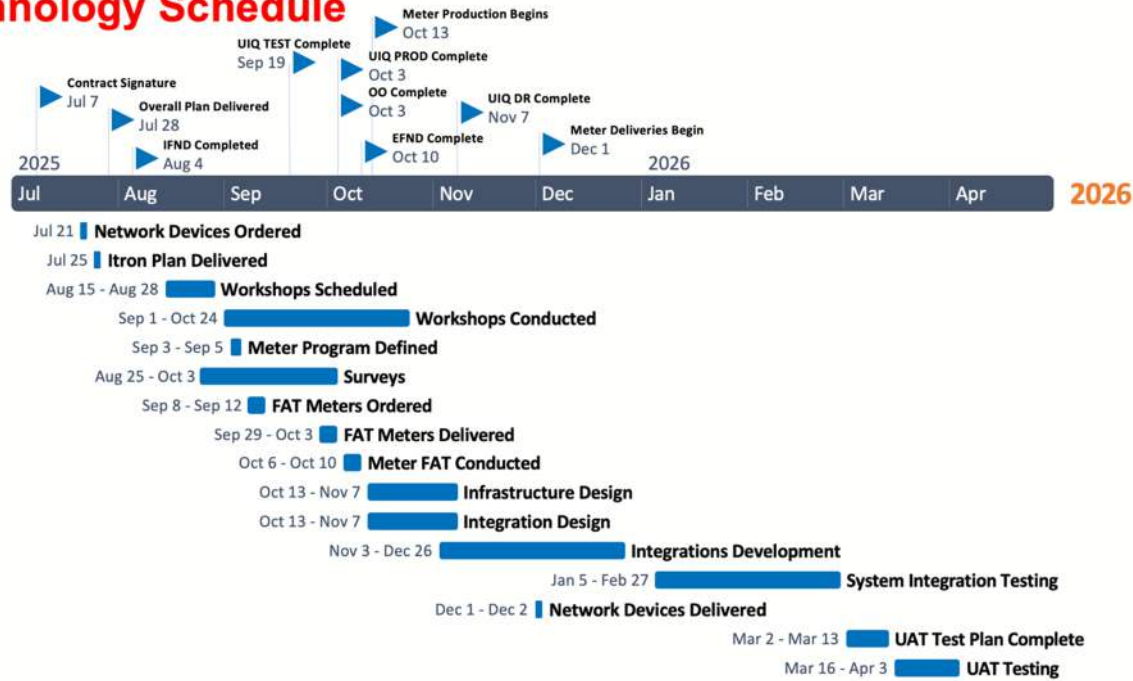
- Network Uptime Success Criteria: The Network Uptime shall be calculated as defined herein.
 - UA, the total actual uptime for the commissioned Network Devices used in the SAT, is measured as the summation of the uptime for said Network Devices for all thirty (30) days in the Performance Testing Period.
 - UP, the total potential uptime for the commissioned Network Devices used in SAT, is calculated as forty-three thousand two-hundred (43,200), the number of minutes in a thirty (30) day period, multiplied by the number of commissioned Network Devices used in the IDA
 - Network Uptime Success = UA / UP expressed as a percentage
- Register Reads Success Criteria for Electric: Register Reads Success shall be calculated as defined herein.
 - E, the total number of expected register reads, is calculated on a daily basis for one-day prior and is equal to the number of all AMI Electric Meters among the NPDA test Endpoints that satisfy Available Meter criteria for the day performance is being calculated. For clarity, the performance for Monday's reads is calculated as of 6:00 AM local time on Tuesday.
 - S, the total number of successful register reads, is calculated on a daily basis and is equal to the number of AMI Electric Meters among the NPDA Test Endpoints that for the day performance is being calculated (i) satisfy the Available Meter criteria for that day, and (ii) successfully export the midnight read from the AMI HES and processed and stored in the MDMS no later than 6:00 AM local time on the day of calculation.
 - Daily Register Read Performance = S / E expressed as a percentage.
- Interval Reads Success Criteria for Electric: Interval Reads Success shall be calculated as defined herein.

- The total number of expected interval reads is calculated on a daily basis for one-day prior and is based on:
 - X = Number of AMI Electric Meters among the NPDA test Endpoints transmitting at five (5) minute intervals and that satisfy the definition of Available Meters for that day
 - Y = Number of AMI Electric Meters among the NPDA test Endpoints transmitting at fifteen (15) minute intervals and that satisfy the definition of Available Meters for that day
 - For clarity, the performance for Monday's reads is calculated as of 6:00 AM local time on Tuesday.
 - The total number of successful interval reads is calculated on a daily basis and is based on:
 - A = Number of unique interval reads (kWh for electric meters) timestamped between 0:00 and 24:00 for the day performance is being measured from those AMI Electric Meters among the NPDA test Endpoints transmitting at five (5) minute intervals and that satisfy the definition of Available Meters for that day
 - B = Number of unique interval reads (kWh for electric meters) timestamped between 0:00 and 24:00 for the day performance is being measured from those AMI Electric Meters among the NPDA test Endpoints transmitting at fifteen (15) minute intervals and that satisfy the definition of Available Meters for that day
 - Interval reads for the previous day must be exported from the AMI HES and processed and stored in the MDMS no later than 6:00 AM local time to be considered successful interval reads.
 - Daily Interval Read Success = $[A + B] / [(96 * Y) + (288 * X)]$ expressed as a percentage.
 - For the Performance Testing Period, Interval Reads Success = $[\sum A + \sum B] / [(96 * \sum Y) + (288 * \sum X)]$ expressed as a percentage, where \sum indicates that the value is summed for all days of the Performance Testing Period.
- Number of AMI meters not meeting the minimum performance threshold for the 30 day period
- Number of events and alarms, by event type, received each day
- Network Devices failing during the 30 day test period
- AMI meters failing during the 30 day test period

6. Project Timeline

No work will begin until after this SOW is executed and SUPPLIER has received a Notice to Proceed. Final project schedule for the project will be determined and mutually agreed upon at the end of the Analysis stage. **The following timeline is not final and included for discussion purposes only.** Every effort will be made to accelerate integrations tasks to begin installations earlier than currently forecasted.

Technology Schedule



Installation Schedule



7. Remote or On-Site Support

The work defined within this agreement shall be provided by SUPPLIER to CUSTOMER either as remote or onsite support at the discretion of CUSTOMER and mutually agreed upon. However, all work which involves field activities or training must be conducted onsite. The Pricing Section describes SUPPLIER's recommendation and travel costs. SUPPLIER commits to minimizing travel expenses to the extent it does not impact the performance of the project.

For remote support provided by SUPPLIER, CUSTOMER must provide adequate remote access for delivery of services described in this statement of work. SUPPLIER will coordinate with CUSTOMER to discuss level of access required and test connectivity within the planning and preparation stages of

agreement. To keep travel at a minimum, SUPPLIER will require VPN access to all applicable CUSTOMER systems and environments.

8. Change Management Process

The Change Management Process is intended to set expectations on how the changes will be managed, what defines a change, the purpose and role of the change control board, and the overall change management process.

Depending on the extent and type of proposed changes, changes project documentation and the communication of these changes will be required to include any approved changes into the project plan and ensure all stakeholders are notified. Types of changes include:

- Scheduling Changes: changes which will impact the approved project schedule.
- Financial Changes: changes which will impact the approved project budget
- Scope Changes: changes which are necessary and impact the project's scope which may be the result of unforeseen requirements that are unplanned.

The SUPPLIER Project Manager must ensure that any approved changes are communicated to the project stakeholders. Additionally, as changes are approved, the Project Manager must ensure that the changes are captured in the project documentation where necessary. These document updates must then be communicated to the project team and stakeholders as well.

8.1. Change Process Steps:

- a) Raise the need for change; Change Requestor will submit written change request to the SUPPLIER Project Manager
- b) Project Manager logs change in SUPPLIER Project and Portfolio Management Tool
- c) Perform project review and impact analysis- SUPPLIER Project Manager evaluates the change conducting a preliminary analysis on the impact of the change to risk, budget, schedule, and scope and seeks clarification from team members and the change requestor. If the change is within the approval authority of the Project Manager, he provides disposition of the change. Otherwise, the Project Manager works with both SUPPLIER Project Management office and CUSTOMER Project Manager with the preliminary analysis
- d) Disposition of Change Request- CUSTOMER Project Manager and SUPPLIER Project Manager will discuss the proposed change and decide whether it will be approved based on all submitted information.
- e) Implementation of Approved Changes– If a change is approved by the CUSTOMER Project Manager and/or CUSTOMER Sponsor and applicable SUPPLIER project leadership, the Project Manager will update and re-baseline project documentation as necessary. This includes SOW, Schedule and Pricing.

8.2. Change Management Responsibilities:

SUPPLIER will:

- Log all requests for change;
- Seek clarification from change requestors;
- Evaluate changes for risk, cost, schedule, and scope;
- Process requests for change at the Project level;
- Provide feedback change requestors; and

- Document changes.

CUSTOMER will:

- Request changes through SUPPLIER;
- Seek clarification from change requestors;
- Support provision of contractual changes as needed to document changes prior to execution; and
- Approve the change.

9. Endpoint Management

The Endpoint Management service will be provided for an eighteen-month term immediately following SAT and consists of the following activities and deliverables. Pricing for an additional optional period of 42 months is included in the Pricing Summary.

- Develop and review with VIWAPA a daily checklist which will be followed by EP Monitoring
- Review (and correct) any read jobs and export jobs. Where appropriate, suggest changes to these jobs, review with VIWAPA and then put in place
- Review daily read performance and identify any meter which has not delivered any reads in the past day. Triage non-communicating meter, remotely resolve the non-communications or place on watch list for escalation to VIWAPA to replace in the field.
- Identify and resolve any meter in Discovered, Initializing or Init Failed state.
- Identify and triage any meter in an Unreachable state. Remotely resolve the non-communicating Endpoints, or escalate to VIWAPA to replace the meter. Note: meter will be returned under warranty and Itron will not indicate that no trouble was found with this meter.
- Identify and triage any meter sending a single critical event within 24 hours of such event. Remotely resolve or escalate to VIWAPA to replace the meter. VIWAPA and Itron will mutually agree which events are critical events.
- Identify and triage any meter with multiple non-informational events for 24 hours. Remotely resolve or escalate to VIWAPA to replace the meter. VIWAPA and Itron will mutually agree which events are non-informational events.
- Identify any meter failing to execute a connect or disconnect command.
- Identify groups or areas of meters which are exhibiting communications issues and escalate to MSaaS Operations for investigation and resolution
- Provide a flash report email by 10 AM local time summarizing any significant issues that have popped up overnight and of concern to VIWAPA (or an “everything is operational” email).
- Provide daily completed checklist with notes of any critical issues identified
- Provide a detailed report weekly with the following information:
 - Read and export job performance and any issues identified.
 - # non-communicating meters each day and # resolved remotely each day
 - # unreachable meters each day and # resolved remotely and # escalated to VIWAPA
 - # Discovered, Initializing or Init Failed state meters identified during the week

- # meters with critical event each day and # resolved remotely and # escalated to VIWAPA
- # meters with multiple events each day and # resolved remotely and # escalated to VIWAPA
- # Connects and # Disconnects which failed to complete each day
- Provide a monthly report and review of EP Monitoring activities with VIWAPA. As part of this monthly review, this will include a review of all the work orders escalated to VIWAPA to resolve for any issues or concerns.

10.Payment Terms

The Professional Services outlined in this SOW (including Integration Services and OO Professional Services) shall be provided for a fixed price of \$4,783,702. An early completion bonus of 12% of total Professional Services under this SOW will be paid upon completion of System Acceptance Testing should SAT complete prior to July 1, 2027, 8% if completed by September 31, 2027 and 5% if completed by October 31, 2027. Any early completion bonus due will be paid 90 days after SAT completion date achieved as outlined above subject to continued SLA performance. These Services will be invoiced according to the following Milestone Schedule:

10.1. Payment Schedule Technical Services

- Mobilization – 10% (\$478,370.20)
- Completion of Enhanced Field Network Design – 15% (\$717,555.30)
- Completion of Design and Integration Documents (FRD, TID, AD, CWB) – 15% (\$717,555.30)
- Delivery of pre-configured Test and Production/Disaster Recovery AMI HES and OO environments – 20% (\$956,740.40)
- Completion of Go Live – 15% (\$717,555.30)
- Completion of IDA – 15% (\$717,555.30)
- Completion of SAT – 10% (\$478,370.20)

10.2. Payment Schedule Endpoint Management

The 18-month Endpoint Monitoring service outlined in this SOW shall be provided for a fixed price of \$739,688 and will be invoiced at the completion of SAT for a term beginning on SAT acceptance +1 day.

10.3. Payment Schedule Installation Services

The Installation Services outlined in this SOW shall be invoiced according to the following Schedule and are subject to 10% retainage to be paid upon completion of SAT:

Installation Services – Per Unit Installations :

Item	Invoicing
Network Device – Relays	Monthly, per unit successfully installed
Network Device – Access Points	Monthly, per unit successfully installed
Network Device – Socket Aps	Monthly, per unit successfully installed

AMI Meter	Monthly, per unit successfully installed
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Installation Services – As Needed:

Item	Invoicing
Installation Stand-down cost	Monthly, as incurred
RTU Trip Charges	Monthly, as services are performed
Cut Lock Ring Off Meter	Monthly, as services performed
Blank LCD meter read	Monthly, as services performed

11.Exhibit A: Network Design and Deployment Area

Refer to RFP Response (Appendix D of the Contract)

12.Exhibit B – Call Center Process

- Call Center Hours of Operation
 - Call center shall be staffed with 2 full-time personnel. Standard hours of operation will be 7am to 5pm M-F local time (AST). Afterhours answering service shall be provided for response on the next business day. An emergency contact number shall be available 24/7 for response to emergency related issues.
- Call Center Recording
 - All calls to the call center will be recorded. When a call ends, a recording of the call is available in the Call Summary report. The Call Summary report shows all the information pertaining to a specific call, including call start time, end time, status, type, duration, agent, etc. They can be maintained for a minimum of 180 days with the option to hold specific calls for a longer period if necessary. Calls can be queried by date, time, phone number, direction (inbound or outbound), and agent.
- Call center will support all inbound and outbound customer calls.
- Customer Complaints Call Process
 - Complaint call is fielded by call center personnel.
 - Call center operator retrieves work order from Impact to have installation information at the ready
 - Documentation and identification of issue within work order system
 - Reissuance of work order as a resolution back to the installer project manager
 - Email/call to installer project manager
 - Deployment of technician and/or working foreman to respond to issue
 - Resolution identified and documented in Impact
 - Follow-up call to customer documenting issue resolution
- Call Center KPI
 - Customer service managers monitor key performance indicators (KPIs) to track how effectively and efficiently our call center solution achieves business goals. The Call Summary menu is where all of the inbound and outbound activity for each call is stored. You can view it and listen to recordings if there are any. You can share the link with the recording. In this menu, you can see all the statistics about all the calls that were ever made.
 - We can also put in place many reports, including the reports listed below that measure the following:
 - - average call abandonment rate
 - - average time in queue
 - - average handle time
 - - first contact resolution (measures the percentage of customer interactions that are resolved during the initial contact with the call center).
 - The call center is operated by the Impact system, which enables KPI's to be established and tracked. Reports of these KPI's will be generated and provided to CUSTOMER. Call center representatives are trained in customer service and are provided detailed responses for many situations that may arise. A customer satisfaction survey will be provided to the customers to track the quality of the call. All calls are recorded and stored in the system so that if a negative survey response is recorded then the call can be referenced and corrective action, such as re-training, can be implemented.
- Call Center Issue Resolution

- If the call center representative is unable to resolve the issue, a ticket will be created that will be forwarded to the call center supervisor. The call center supervisor will contact the customer to resolve the issue.
- Installation Scheduling and rescheduling process
 - Call Center staff will attempt customer contact no more than three (3) times in a fifteen (15) day period ensuring at least one (1) after-hours contact attempt is made. If no customer contact is made within this fifteen (15) day period, the work order status will be changed to “RTU” and sent to VIWAPA for installation.

13.Exhibit C – Day in the Life Process of the Project

AMI Meter Installer

1. Work orders are dispatched to an installer from the SUPPLIER Management Team (Installation Project Manager).
2. Meters are scanned, then loaded into truck and work order system as “assigned inventory”.
3. Daily tailboard safety briefing is conducted.
4. Daily PPE Inspection will be conducted to ensure all installers’ PPE is compliant.
5. The installer departs the warehouse heading to their assigned route using the provided address and/or GPS coordinates.
6. The installer will safely park the vehicle and place cones out.
 - a. The vehicle will be parked on the street, when applicable, and not impede any driveway or access/exit points.
 - b. Cones will be placed in front and rear of the vehicle.
7. The installer will perform the onsite customer notification process, via knocking/ringing doorbell. If there is no answer, the installer will proceed to Step 8.
 - a. The installer will greet the customer and inform them of who they are, who they represent and the purpose of their visit. The installer will inform the customer that the electric meter exchange will only take a few minutes and will recommend that the customer turn off all electronics that may be interrupted while the work is being performed.
 - i. If no electronics need to be shut down, proceed to Step 8.
 - ii. If electronics need to be shut down, the installer will await the customer’s verbal response that electronics have been shut down before proceeding with the electric meter exchange.
8. The installer will validate the provided old work order information to ensure it matches.
 - a. If correct, proceed to Step 9.
 - b. If incorrect, the exception processing routine is followed (process defined in work order).
9. The installer will inspect the electric meter base to ensure it is deemed safe to replace the meter. If safe proceed to step 10. *If the condition is deemed unsafe, then it’ll be reported to VIWAPA.*
 - a. Overhead Service
 - i. Visually inspect mast & weather head to ensure it’s not pulling away from the premise and properly anchored.
 - ii. Visually inspect the lines feeding the premise to ensure there is no debris causing unnecessary sag (i.e. tree branches).
 - iii. Visually inspect to ensure no diversions (tamper) are present.
 1. Examples of tamper:
 - a. Jumpers on service-line feed.
 - b. Holes drilled into the electric meter.
 - c. Upside down electric meters.
 - b. Underground Service
 - i. Visually inspect to ensure that the conduit is not pulling from underneath the electric meter box/socket.

- ii. Visually inspect to ensure that the electric meter box/socket is not pulling away from the premise.
 - iii. Visually inspect to ensure diversions (tamper) are present.
 - 1. Examples of tamper:
 - a. Magnets on meter base
 - b. Extension cords feeding through the meter base.
- 10. The installer will capture the first photo in the workflow. (Pre-installation site)
- 11. The installer will record all required old meter information in the workflow.
- 12. The installer will capture the second photo in the workflow. (Meter photo – may include multiple photos if digital reads are required to be captured i.e. demand/time of use meters)
- 13. The installer will don all appropriate personal protective equipment (PPE).
 - a. Hard hat w/arc-rated face shield
 - b. Safety glasses
 - c. Class 0 rubber gloves (*up to Class 4 when applicable*)
 - d. Leather gloves (*protects rubber gloves*)
 - e. Hearing protection
 - f. Balaclava (*when applicable*)
- 14. The installer will remove the tamper seal w/provided lineman pliers or diagonal cutters.
- 15. The installer will remove the meter base cover or meter ring cautiously.
 - a. If meter base cover is present then the installer will look for the following, upon inspection of the meter base both externally and internally:
 - i. Setting or separation of any conduit from the meter base which indicates wire strain on the meter base jaws or unsafe condition.
 - ii. Look for signs of heating, cracks, or discoloration of the meter base block.
 - iii. Look for signs of heating, discoloration, arcing and pitting on the meter jaws both line (top) and load (bottom) sides.
 - iv. Inspect to ensure the receiving lugs have not separated, lost tension or are annealed from heating.
 - v. Inspect to ensure there are no loose parts within the meter base.
 - vi. If accessible, perform a voltage reading across both line side phases then to each phase-to-ground individually.
 - 1. The second reading will be to verify there is zero back feed on the load side jaws. (phase to phase & phase to ground)
- 16. Should the meter base cover or meter ring have a barrel lock ring/fort knox lock to prevent from standard removal, the installer will attempt to remove.
 - a. If successful in removing it, the installer will proceed to Step 17.
 - b. If unsuccessful in removing it, the installer will CC the account for a “qualified” installer to perform the cut and replacement of either barrel lock ring or fort knox lock.
 - i. The qualified installer will cut and replace the barrel lock ring or fort knox lock with a new ring/lock.
- 17. The installer will begin the old meter removal process.
 - a. The installer will stand on either side of the meter base.
 - b. The installer will place both gloved hands on the electric meter.
 - i. One gloved hand will be placed on top of the electric meter.
 - ii. The other gloved hand will be placed on the bottom of the electric meter which is used to steady the meter as it’s being removed.
 - c. The top hand will be used to unseat the meter by applying slow and steady downward force until the meter is released from the top jaws.

- d. The bottom hand will pull the electric meter out as it's released from the top jaws.
 - e. In the event of a cracked/damaged glass globe (meter cover), a meter puller, which will be assigned to crew leads, will be used to remove the meter.
18. The installer will inspect the back of the old meter to verify any damage, diversions, or insulated boots (used for disconnecting service at the meter).
 - a. Examples of diversions (tamper) internally:
 - i. Jumper wires on lugs
 - ii. Meter globe theft clip missing or damaged.
19. The installer will inspect the inside of the meter base to ensure there are no signs of irregularities (heating, arcing, pitting).
 - a. If unsafe conditions are present, then it will be reported to VIWAPA.
 - b. Examples of diversions (tamper) internally:
 - i. Jumper wires Phase to Ground
 - ii. Flat blade jumpers in between meter base jaws
 - iii. Holes drill through the meter base into home.
20. The installer will capture the third photo, all whilst keeping PPE on. (Back of old meter)
21. The installer will capture the fourth photo, all whilst keeping PPE on. (Pre-socket)
22. The installer will perform a voltage check. (Phase-to-phase and phase to ground both sides)
23. The installer will perform a tension check on all meter base jaws using the Hot Socket Gap Indicator Tool.
 - a. If any of the jaws fail the tension check complete the repair prior to installing meter and note the repair in the completed work order.
24. The installer will capture the fifth photo. (Post-socket)
25. The installer will now install the new electric meter.
 - a. The installer will stand on either side of the meter base.
 - b. When applicable, the installer will install a meter pre-configured to be disconnected or will add disconnect boots to load side lugs to ensure that the meter will still receive power from the service side to display and communicate on the network.
 - c. The installer will verify that the electric meter is right-side up.
 - d. The installer will look around both sides of the electric meter to properly align the bottom two lugs of the meters with the meter base jaws.
 - e. The installer will apply even pressure until the bottom jaws are inserted halfway into the meter base jaws.
 - f. Once the bottom lugs are pushed halfway into the meter base jaws, the installer will apply even pressure both inward/upward until the top lugs are secure.
 - g. The installer will verify that the display is visible to read "0".
 - i. If the meter is not displaying anything but the meter base is powered, the installer will try another meter for operability.
 1. If the previous is deemed inoperable (RMA), the installer will tag the meter and return it to the Warehouse Manager.
26. The installer will now install the meter base cover or meter ring.
27. The installer will install the new tamper seal.
28. The installer will capture the GPS coordinate in the workflow.
29. The installer will capture the sixth photo. (New meter display)
30. The installer will record the required new meter information in the workflow.
 - a. New meter number (scanned)
 - i. The meter number is validated through the work order management system.
31. The installer will remove all debris that may have been dropped during the exchange process.

32. The installer will capture the seventh photo. (Post-installation site)
33. The installer will return to the work vehicle and prepare to repeat the process throughout the day.
34. The installer will return to the warehouse at the end of the workday. (Time specified by management team – subject to change depending on proximity to the warehouse)
35. The warehouse staff will reconcile completed installs/meters from the work order management system vs. returned old/new electric meters.
36. The warehouse staff will remove the old meters and stack on designated pallets.
37. The warehouse staff will restock the vehicles with AMI Meters for the next day.
38. Backoffice (Photo Reviewer) validates work order exceptions as required reviewing digital photos.
 - a. Revisits because of poor photos or other reasons will be sent back to the installer to remedy within 3 days
39. All validated work for all installers, per warehouse, are completed and file is updated to CIS via bulk upload at the end of the day.
40. CIS creates exceptions which are validated by the VIWAPA back office staff or resent to the field as necessary.
41. Work orders are completed and returned to CUSTOMER in completed work order report to be used in invoicing validations.
42. Any marked RTUs for the day will be communicated to the CUSTOMER and reviewed in accordance with the RTU review process set forth in the Governance section above.

14.Exhibit D: Glossary of Terms

Unless otherwise defined in this SOW, capitalized terms used herein will have the meanings assigned to them in the MSA. The following defined terms are in addition to those defined in the MSA.

Term	Definition
AMI	Advanced Metering Infrastructure.
API	Application Programming Interface.
BPM	Business Process Model: Document that details the business and performance requirements of the System.
Change Management	Change Management is the process or procedures that guide change within an organization.
CIS	VIWAPA's Customer Information System.
Commissioned Meter	Means meters which have been installed and verified communicating. A Commissioned Meter means AMI Electric Meters that have been installed and communicating on the AMI network and providing read data for 5 (five) consecutive days. Once an AMI Meter is Commissioned, it remains in the state until Optimization is complete. At that point it becomes Provisioned and Optimized as defined in this document.
Commissioned Network Device	Access Points, Relay and Socket AP which have been installed and verified communicating. A Commissioned Network Device means an Access Point, Relay or Socket AP which has been installed, reliably communicating to the AMI HES and validated to be configured and installed correctly by SUPPLIER.
AMI HES	AMI Headend System: SUPPLIER Software, that: (i) facilitates communications with Endpoint; (ii) provides a series of web services for upstream systems, such as MDM and outage management; and (iii) is the system of record for Endpoint configurations.
UIQ	Product name for the AMI HES provided by SUPPLIER.
OO, or Operations Optimizer	Analytics solution that enables utilities to improve operational efficiency and develop business processes and workflows by leveraging insights from a variety of internal and external data sources. Both list views and map views provide the ability to view, search, filter and aggregate data through a user interface.
Day	A twenty-four-hour period from 12:00 A.M. to 11:59 P.M (or 00:00 to 23:59).

Term	Definition
Deployment Plan	<p>This plan defines field activities conducted by SUPPLIER. Specifically, it is the schedule that defines the order in which Network deployment and Endpoint deployment will be assigned and completed. It will include, but not be limited to, the following:</p> <p>Build Schedule based on the agreed upon Forecasting and Order Procedures</p> <p>Delivery Schedule used to define product delivery schedule to CUSTOMER</p> <p>Site survey process to validate pole location</p> <p>Pole make ready & WAN validation activities</p> <p>Network Device installation schedule – used by CUSTOMER and SUPPLIER to install and manage the Network installation process</p> <p>Endpoint installation schedule – used by SUPPLIER to install and manage the Endpoint installation process</p>
Endpoint/Meter	An electric meter provided by SUPPLIER and described in the SUPPLIER Meter Technical Reference Guide.
FAN	Field Area Network. As a general statement, the FAN includes all equipment, connectors and firmware from the Network Devices down to the Endpoints. Includes the collection of SUPPLIER provided Network Devices and Endpoints that utilize Radio Frequency (RF) technology of SUPPLIER AMI enabling the transmission of two-way data between Endpoint and the AMI HES.
Network Design	SUPPLIER deliverable document that contains the installation locations of Network Devices, anticipated coverage of each Device, and assumptions for coverage percentages.
Network Device	Network Device defines either a Access Point, Socket Access Point or Relay and includes power cables, antenna kits, and pole mounting kits. .
FAT	<p>Factory Acceptance Testing will consist of, the verification of individual Network Device and Endpoints forms:</p> <ul style="list-style-type: none"> • Product Documentation • Nameplates • Communication • Meter Configuration and functionality • Security verification
Field Tools	Field Tools: SUPPLIER Application used in the field and meter shop to interface with the Endpoints. It is typically used to push firmware, configure an Endpoint extract log files, investigate performance, etc. when communication over the Network is not available.

Term	Definition
Functional Testing	Testing that is completed by SUPPLIER when Licensed Software is installed and/or configured during the Project. Basic functional tests are performed to verify component operation.
Go-Live	Go-Live is the point in the Project when applications and configurations (AMI HES, Legacy MDMS, AMI MDMS, Impact, CIS, OO, and other systems), integrations and Middleware are migrated to the Production environments and Production configurations and are able to meet the AMI business requirements.
HES	Headend System: SUPPLIER Software
Integration Architecture	Document providing design specifics for all SUPPLIER interfaces to enterprise IT systems provided within this scope. The Integration Architecture is generated based on workshop discussions and includes how the interface architecture and web services will be used to transfer data to and from the CIS.
Interface	Integration point between two components within the AMI Solution that has an agreed format to exchange information or complete a transaction. This is commonly a web service or batch file and typically is implemented between a SUPPLIER and non-SUPPLIER component of the System.
Integration Testing	Testing conducted to demonstrate that the required data flows are operating correctly between the systems in the System and maintain business integrity, in accordance with the requirements for each system. Attention is paid to the mechanics of the interfaces, such as the data transport management.
SUPPLIER Support Services	Itron GCSS (Global Customer Support Services) department provides CUSTOMER with post Project issue escalation/resolution.
MDMS or MDM	Meter Data Management System: MeterSense Software that is used to collect data from the AMI HES or manual meter read system and to deliver billing determinants to VIWAPA's CIS system.
Middleware	Translation and delivery software which will convert the standard output format from one system to the standard input format of another system for the purposes of integrating information systems without requiring customization of either system. Middleware software to support the integration between CIS and AMI HES, MDMS and AMI HES and CIS and Impact will reside on servers in the MSaaS NOC and will be monitored and maintained by SUPPLIER. Middleware software to support the integration between CIS and MDMS will reside on servers in the CUSTOMER Data Center and be monitored and maintained by CUSTOMER.
Optimization	is a UIQ term which means the procedure by which the layout of the network, Equipment configuration and implementation have been validated ("Optimized") by performing active and passive tests to confirm that performance and redundancy meet the design

Term	Definition
	specifications and other requirements of the Agreement. Optimization is to be executed on an area-by-area basis (or specified portion thereof), after a minimum of 99.5% of the Endpoints have been deployed to achieve the required level of saturation of the area.
Optimized Endpoint	Service Point is used in the Service Level Requirements calculations as long as the Endpoint is Provisioned. To be clear, the Service Point is Optimized during Optimization meaning any subsequent meter installed in that Service Point location becomes optimized once Provisioned in AMM.
Gap Filling	Gap Filling. A configurable process by which HES will automatically attempt to retrieve missed data.
Routing Node or Router	SUPPLIER Router is a Network device provided by SUPPLIER, installed during the Network deployment and described in the AMI Pricing Summary.
PCD	Product Configuration Design Document that contains description and screenshots of the configuration settings within applications.
PMO	Program Management Office which is staffed and managed by CUSTOMER and CUSTOMER's program management vendor.
Project	The development and implementation of the System, which includes the design, installation, configuration, training, testing, deployment, optimization, and provisioning of the System for CUSTOMER.
Project Plan	Formal Project schedule used to guide and control the execution of a Project. It is used to align resources, guide and control the execution of the Project
Project Team	CUSTOMER, CUSTOMER partners, SUPPLIER and SUPPLIER partners who support the Project.
Provisioned	means an AMI Meter that is located in an area of the network and which is in any of the following operational states within the UIQ System: "active," "inactive," or "disconnected," and which has been Optimized, but which is not: (i) in a "new," "discovered," "installed," "initializing," "unreachable" or "init failed" state; or (ii) considered to be in the process of being deployed or being repaired under warranty.
Register Read	A recorded value of total energy consumption at a point in time or the peak energy demand during a period of time and collected from the Endpoint.
RMA	Return Material Authorization. Process and documentation that authorizes the return of System products.
SaaS	Software as a Service: SUPPLIER services as described in Appendix D – Managed Software as a Service Addendum.

Term	Definition
SFTP	Secure File Transfer Protocol enables VIWAPA to send and receive files to/from SUPPLIER SaaS. Typically used to facilitate master data and reading data transfer.
SME	Subject Matter Expert. A resource that has a high degree of functional or technical knowledge about an area or product.
System Acceptance	System Acceptance will occur upon SUPPLIER's completion of Network Device and Endpoint Acceptance, and System Acceptance Testing. Includes the formal signoff of the Project indicating the completion of the defined commitments.
Support	Support shall include, but not be limited to providing personnel/resources, knowledge, reviewing materials, resolving issues, moving the Project forward, and assisting in general matters to complete the Project under this SOW. Support as defined herein is in addition to any support that shall be provided as a Service under the Appendix K - Maintenance and Support Services Addendum.
TAD	Technical Architecture Design: Deliverable document provided by SUPPLIER and used during the Design Phase to outline the computing environment of the System for the various phases of the Project. When complete and accepted, the TAD documents the technical and server environment, the System configuration and the entity relationship diagram which will detail all security protocols and feature sets at each step of the data flow between the entities. Upon acceptance of the TAD, CUSTOMER will maintain for updates and accuracy.
Test Plan	Document that describes the phases of testing for the Project, test objectives for each phase, test entry criteria, test phase exit criteria, and test cases. CUSTOMER resources will have input into the Test Plan that SUPPLIER will develop with input from CUSTOMER
UAT	User Acceptance Testing: Following Integration Testing, this testing combines both functional and integration testing to verify that the developed System works as a whole. The objective is to ensure that the System designed is structurally sound and will function correctly in accordance with the Operating Specifications and in the environment in which it was installed.
UI	User Interface. The means by which VIWAPA user will interact with the System components. Each component will have a unique UI that VIWAPA users will interact with.
VPN	Virtual Private Network. A point to point connection between disparate networks that ensures the appropriate level of security to the connected systems when the underlying network infrastructure alone cannot provide it.

Term	Definition
WAN	Wide Area Network. Communication System provided by VIWAPA between Network Devices and the AMI HES.
WSDL	Web Services Description Language - an XML-based interface definition that is used for describing a web service. Describes the service, expected input parameters and returned data.
XML	Extensible Markup Language: a metalanguage which allows users to define their own customized markup languages. Common format for AMI HES and MDMS files.
XSD	XML Schema Definition: A document that describes the structure of an XML document.

15.Exhibit E: Supplier RFP Response

Included in Appendix D of the Contract.

16.Exhibit F: AMI Business Requirements

Only those requirements which are specific to AMI or Installation Management will apply to SUPPLIER. MDMS and CIS requirements are applicable to CUSTOMER.

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
Meter to Bill	MB.1.0	Billing performance should be equal to or better than current performance (H)		Performance	N/A
	MB.2.0	Billing errors should be less than 0.1% (H)		Performance	N/A
	MB.5.0	The solution must be able to collect interval and register energy data from AMI meters		AMI+MDMS	Comply
	MB.5.1		All reads collected from AMI meters must be delivered to the MDMS, based on the AMI meter program.	AMI+MDMS	Comply
	MB.5.2		At a minimum, the AMI meters must deliver kWh-Delivered, kWh-Received, kVA and Phase A volts from all residential meters (15 minute intervals) and kWh-Delivered, kWh-Received, kVAh and kVA, and Phase A, B, C volts (5 minute intervals) from all commercial meters	AMI	Comply
	MB.5.3		The AMI commercial meters (and AMI residential meters) must be configured to perform a daily self-read and reset of demand	AMI	Comply
	MB.5.4		The AMI commercial meters and AMI HES must be able to automatically reset demand on a 6 month schedule	AMI	Comply
	MB.5.5		Interval and register reads must be collected from each meter program	AMI	Comply
	MB.5.6		AMI HES must recognize data gaps or uncollected meter reads and fill them in a timely fashion	AMI	Comply

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	MB.5.7		The AMI HES must capture and deliver to the MDMS midnite registers, including the daily and monthly demand reads, as appropriate each day, and prior to 6AM the following morning	AMI+MDMS	Comply
	MB.5.8		AMI HES must capture interval data from any electric meter at least every 4 hours.	AMI+MDMS	Comply
	MB.5.9		AMI HES must deliver to the MDMS all collected interval data from any electric meter at least every hour.	AMI	Comply
	MB.5.10		The MDMS must receive and process any read captured from the AMI meter by the AMI HES	AMI+MDMS	Comply
	MB.5.11		The MDMS must support requesting and receiving any read from any AMI meter within 30 seconds	AMI+MDMS	Comply
	MB.5.12		The MDMS must identify meter data for AMI meters which have not completed the data synchronization and provisioning process (unknown meters) and alarm the user of such unknown meters	AMI+MDMS	Comply
	MB.5.13		MDMS must receive all meter reads from AMI meters from the AMI HES	AMI+MDMS	Comply
	MB.5.14		The MDMS must not lose data for unknown meters and must automatically reprocess data from unknown meters when the AMI meters have completed the data synchronization and provisioning process	MDMS	Comply
	MB.5.15		The MDMS and AMI HES must automatically identify any data not collected from the meter and collect such data to ensure that a complete data set is available since the initial installation of the meter	AMI+MDMS	Comply

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	MB.5.16		The MDMS must support reading and billing from multiple meters on one account/premise where the account has a Utility meter and a Generation meter measuring the output of the solar and battery generation.	MDMS	Comply
	MB.6.0	The MDMS must be able to automatically validate, estimate and store interval and register energy data from AMI meters			
	MB.6.1		Valid data must not be overwritten by estimated data	MDMS	Comply
	MB.6.2		The MDMS must be able to receive and process data out of chronological order without exception	MDMS	Comply
	MB.6.3		All data retrieved from AMI meters must be validated	MDMS	Comply
	MB.6.4		The MDMS must validate interval data against configurable rules	MDMS	Comply
	MB.6.5		The MDMS must validate register reads against configurable rules	MDMS	Comply
	MB.6.6		The MDMS must identify gaps in intervals and estimate such missing intervals	MDMS	Comply
	MB.6.7		The MDMS must identify missing register reads and estimate such missing registers	MDMS	Comply
	MB.6.8		The MDMS must identify missing register reads and extrapolate such missing registers by the end of the day	MDMS	Comply
	MB.6.9		The MDMS must identify any extrapolated register reads where an actual anchor read has been received and re-estimate such read to represent that actual consumption	MDMS	Comply
	MB.6.10		The MDMS must automatically identify missing interval or register reads resulting from a meter change and automatically estimate such missing data	MDMS	Comply
	MB.6.11		The MDMS must not estimate kWh-Received, kVAh, kWh-Net	MDMS	Comply

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	MB.6.12		The MDMS must not estimate consumption for any meter experiencing a power outage	MDMS	Comply
	MB.6.13		The MDMS must correctly estimate missing reads due to a power outage extending across midnite or multiple days	MDMS	Comply
	MB.6.14		The MDMS must interpolate any extrapolated reads once anchor reads have been received	MDMS	Comply
	MB.6.15		The MDMS must store all received, validated and estimated data	MDMS	Comply
	MB.6.16		The MDMS must process the daily interval reads into daily consumption, TOU (Time of Use) and daily peak demand values	MDMS	Comply
	MB.6.17		The MDMS must minimize manual interaction with meter data. Any manual interaction must be validated and documented.	MDMS	Comply
	MB.6.18		The MDMS must identify any billing determinant provided to CIS for billing, where such billing determinant has been changed due to re-estimation or receipt of actual reads (Billing Data Change Report)	MDMS	Comply
	MB.6.19		Authorized individuals must be able to view raw and processed data (Billing Analyst BA)	MDMS	Comply
	MB.6.20		Authorized individuals must be able to edit interval and register reads (BA)	MDMS	Comply
	MB.6.21		The MDMS must allow the user to easily initiate a Service Order Request to CIS for the field investigation or replacement of an AMI meter upon identification of a data issue with the meter	MDMS	Comply
	MB.7.0	The solution must be able to collect and store voltage data from AMI meters		N/A - Title	N/A - Title
	MB.7.1		Interval voltage (average) must be collected from each meter type	AMI	Comply
	MB.7.2		Average interval voltage data must be delivered to the MDMS	AMI+MDMS	Comply

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	MB.7.3		AMI HES must be able to capture instantaneous voltage from any selected meter every 5 minutes	AMI	Comply
	MB.7.4		The MDMS must not estimate missing voltage	MDMS	Comply
	MB.7.5		Authorized individuals must be able to view raw voltage data	AMI	Comply
	MB.8.0	The solution must be able to produce customer bills using reads from AMI meters		N/A - Title	N/A - Title
	MB.8.1		The CIS must be able to produce customer bills using reads from AMI meters as delivered from the MDMS	MDMS	Comply
	MB.8.2		The MDMS must validate that an AMI meter is properly installed and can produce the proper billing determinants	AMI+MDMS	Comply
	MB.8.3		The MDMS must support billing from AMI meters for all current VIWAPA rates	MDMS	Comply
	MB.8.4		The CIS must bill a customer across a meter change (non-AMI to AMI)	N/A - CIS	N/A - CIS
	MB.8.5		The CIS must bill a customer across a meter change (AMI to AMI)	N/A - CIS	N/A - CIS
	MB.8.6		The CIS must request billing reads for an AMI meter 1 days prior to the scheduled billing day.	N/A - CIS	N/A - CIS
	MB.8.7		The CIS must receive billing reads from the MDMS for an AMI meter within +/- 1 day of the scheduled billing day	N/A - CIS	N/A - CIS
	MB.8.8		The CIS must bill customers from actual or estimated billing determinants supplied by the MDMS	N/A - CIS	N/A - CIS
	MB.8.9		The MDMS must produce demand (kVA) billing determinants from received and estimated kVA intervals.	MDMS	Comply
	MB.8.10		The MDMS must produce billing determinants for energy-only (e.g. non-demand) customers	MDMS	Comply

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
			using Preferred Register reads (where the Preferred Register Read is defined in Step 630).		
	MB.8.11		The MDMS must produce solar billing determinants for solar customers (kWh-Consumed (from utility) and kWh-Generated (from Solar panels and battery)) as appropriate for solar accounts using Preferred Register reads.	MDMS	Comply
	MB.8.12		The MDMS must produce demand billing determinants calculated from daily AMI demand values as delivered from the AMI meter.	MDMS	Comply
	MB.8.13		The MDMS must produce demand billing determinants (Monthly Peak kVA Demand and kWh-Delivered Register Read) without estimated reads for demand accounts.	MDMS	Comply
	MB.8.13.a		The MDMS must, if enabled, produce demand billing determinants (Monthly Peak kVA Demand and kWh-Delivered Register Read) using estimated reads for demand accounts.	MDMS	Comply
	MB.8.14		The MDMS must produce demand billing determinants for Commercial meters (6 month Peak kVA Demand and kWh-Delivered Register Read) for commercial accounts	MDMS	Comply
	MB.8.15		The MDMS must be able to easily change commercial accounts from 6 month Peak kVA demand calculation to monthly kVA demand calculation	MDMS	Comply
	MB.8.16		The MDMS must deliver billing determinants for demand customers (KVA and total KWH) time stamped with the billing date.	MDMS	Comply

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	MB.8.17		The MDMS must not produce demand billing determinants for demand billing customers calculated from invalid or estimated data, unless the MDMS is specifically configured to use estimated reads.	MDMS	Comply
	MB.8.18		The solution must have documented exception processes for any billing exception occurring within the MDMS or CIS.	MDMS	Comply
	MB.8.19		The CIS must be able to rebill across a meter change with data delivered from the MDMS	MDMS	Comply
	MB.8.20		The user must be able to correct a read in MDM and trigger CIS to complete billing	MDMS	Partial Comply
	MB.8.22		The MDMS must be able to calculate Master and totalized billing determinants as needed for CIS to bill such accounts. This is a FUTURE requirement.	MDMS	Comply
	MB.8.23		Place holder for commercial meters which are reset every 6 months for reads received from the meter and billing produced	MDMS	Comply
	MB.8.24		Place holder for the calculation of the 6 month demand value for commercial customers	MDMS	Comply
	MB.8.25		For the commercial accounts, the MDMS must include a documented process for establishing and storing the monthly peak demand for any month incurring a meter change to support the calculation and delivery of a Ratchet Demand value for CIS.	MDMS	Comply
	MB.8.27		The CIS must be able to bill customers without an AMI meter from AMR read (as is process)	N/A - CIS	N/A - CIS
	MB.8.28		The MDMS must receive and process billing requests for FR (Final Read), FO (Final Off) and IR (Initial Read) activities	MDMS	Comply

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	MB.8.29		The MDMS must allow an authorized user to calculate or view the peak kVA demand from the daily kVA demands using a specified start and end date to support the exchange and commissioning of an AMI meter on a demand account.	MDMS	Comply
	MB.9.0	The solution must be able to initiate new customer accounts using the initial reads from AMI meters			
	MB.9.1		The CIS must be able to initiate a new customer account	MDMS	Comply
	MB.9.2		The CIS must be able to initiate a new customer account which is demand billed	N/A - CIS	N/A - CIS
	MB.9.3		The CIS must identify a new account where the AMI meter is in disconnected state and automatically reconnect the meter via a command to the MDMS	N/A - CIS	N/A - CIS
	MB.9.4		The CIS must be able to initiate a new customer account and force a close out of the previous customer account	N/A - CIS	N/A - CIS
	MB.9.5		The CIS receive billing reads from the MDMS on the date of requested move-in day	N/A - CIS	N/A - CIS
	MB.9.6		The CIS must support coincident move-out and move-in (also coincident with DNP (disconnection for non-pay orders outstanding))	N/A - CIS	N/A - CIS
	MD.10.0	The solution must be able to close out customer accounts using reads from AMI meters			
	MD.10.1		The CIS must be able to close out a customer account which has an AMI meter with billing reads provided by MDMS	N/A - CIS	N/A - CIS

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	MD.10.2		The solution must close out a customer account which is demand billed with meter reads provided by MDMS	N/A - CIS	N/A - CIS
	MD.10.3		The CIS must automatically disconnect an AMI meter via a command to the MDMS on a closed customer account, where the AMI meter supports remote disconnect	N/A - CIS	N/A - CIS
	MD.10.4		The solution must allow a customer to change their existing move-out date	N/A - CIS	N/A - CIS
	MD.10.5		The solution must allow a customer to move-out in the future	N/A - CIS	N/A - CIS
	MD.10.6		The solution must allow a customer to move-out in the past	N/A - CIS	N/A - CIS
	MD.10.7		MDM is required to capture a read from the meter prior to issuing a reconnect and disconnect when such connect or disconnect is requested by CIS.	MDMS	Comply
	MD.10.8		MDM should, if enabled, provide an estimated read for any meter being disconnected or reconnected where the read was not successfully captured.	MDMS	Comply
	MB.11.0	The solution must be able to support new rates as added by VIWAPA			
	MB.11.1		The MDMS must have a documented process and training for configuring a TOU rate, where TOU billing determinants are calculated by the MDMS from the interval data.	MDMS	Comply
	MB.11.1		The MDMS must have a documented process and training for configuring a demand rate,	MDMS	Comply

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
			where demand billing determinants are calculated by the MDMS from the interval data.		
	MB.11.2		The solution must allow customers to change their bill date	MDMS	Comply
	MB.12.0	The solution must meet accuracy and performance requirements for the AMI meter reading and billing			
	MB.12.1		The AMI HES must retrieve and deliver to the MDMS better than 99.5% of register reads daily by 8:00AM	Performance	Comply
	MB.12.2		The AMI HES must retrieve and deliver to the MDMS better than 99.5% of interval reads daily by 8:00AM	Performance	Comply
	MB.12.1.a		The AMI HES must make available to the MDMS register reads within one hour of receipt of the read in AMI HES. This requirement does not replace or modify the SLA requirements of Appendix D – Managed Software as a Service Addendum.	AMI	Comply
	MB.12.2.a		The AMI HES must make available to the MDMS interval reads within 15 minutes of receipt of the read in AMI HES. This requirement does not replace or modify the SLA requirements of Appendix D – Managed Software as a Service Addendum.	AMI	Comply
	MB.12.3		The MDMS must be able to receive, validate, estimate and process meter reads for 120,000 meters (4 channels of 15 minute data for residential electric and 8 channels of 5 minute data for commercial electric) within 4 hours of receipt	MDMS	Comply

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	MB.12.4		The solution must produce a bill from 99.5% actual reads from AMI meters as delivered from the MDMS	MDMS	Comply
	MB.12.5		The solution must produce a bill from 99.9% actual or estimated reads from AMI meters as delivered from the MDMS	MDMS	Comply
	MB.12.6		The MDMS must produce a daily report validating d and e above based on billing data delivered to the CIS.	MDMS	Project Specific Report
	MB.12.7		The MDMS must be able to produce billing determinants and CIS must be able to produce bills for AMI meter reads for 25,000 customers in a day	MDMS	Comply
	MB.12.8		The solution must create less than 0.1% billing errors per month	N/A - CIS	N/A - CIS
	MB.13.0	The solution must have billing reports			
	MB.13.1		The MDMS must produce an unbilled revenue report at the end of the month	MDMS	Comply
	MB.13.2		The CIS must identify any customer not billed on schedule	N/A - CIS	N/A - CIS
	MB.13.3		The MDMS must report meter reads expected and not received	MDMS	Comply
	MB.13.4		The MDMS must report, by cycle & route, customers to be billed and successfully billed (billing reads provided to CIS)	MDMS	Project Specific Report
	MB.13.5		The solution must report, by cycle & route, the amount of reads requested by CIS compared to what was sent by the MDMS	MDMS	Project Specific Report

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	MB.13.6		The MDMS must report a list by cycle and route of billing requests not satisfied daily.	MDMS	Project Specific Report
	MB.13.7		The solution must report the number and type of billing errors	N/A - CIS	N/A - CIS
	MB.13.8		The MDMS must report the monthly consumption (kWh-Delivered) and monthly peak demand (kVA) for each commercial account (commercial 6 Month Report)	MDMS	Comply
	MB.14.0	The solution must have reports for billing and reading			
	MB.14.1		The MDMS must provide an unbilled consumption report by rate	MDMS	Comply
	MB.14.2		The MDMS must provide a report identifying the number and type of billing determinant calculation errors	MDMS	Project Specific Report
	MB.14.3		The MDMS must provide a report identifying billing requests (cycle and off cycle) not satisfied	MDMS	Project Specific Report
	MB.14.4		The MDMS must provide a daily report of meter reads not received and expected (Missing reads)	MDMS	Project Specific Report
	MB.14.5		The MDMS must provide a Detailed & Status Route Report for all cycle & routes billed	MDMS	Project Specific Report
	MB.14.6		CIS must provide detailed Consumption by Tiers for each billed category (ex. commercial, residential, Industrial)	N/A - CIS	N/A - CIS

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	MB.14.7		The MDMS must provide a usage on Inactive - Consumption where there is no account or disconnected meter	MDMS	Comply
	MB.14.8		The MDMS must provide an unknown meter report	MDMS	Comply
	MB.14.9		The MDMS must provide a zero consumption report	MDMS	Comply
	MB.14.10		The MDMS must provide an excessive consumption report (high bill report)	MDMS	Comply
	MB.14.11		The MDMS must provide a consumption too low report	MDMS	Comply

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	MB.14.13		The MDMS must provide a monthly disconnected & reconnected accounts report	MDMS	Comply
	MB.14.14		The MDMS must provide total number of active & inactive meters by cycle & route	MDMS	Comply
	MB.14.16		The MDMS must provide AMI performance reports	MDMS	Comply
	MB.14.17		The MDMS must provide validation and estimation exception reports to identify any exceptions from VEE which require attention by AMI Operations.	MDMS	Comply
	MB.14.18		The MDMS must provide VEE reports on the performance of the VEE processing	MDMS	No Comply
	MB.14.19		The MDMS must provide VEE reports or a documented process which allows Customer Services to assess the effectiveness of the VEE settings by identifying the number and type of validation exceptions and cases where valid data is identified as invalid.	MDMS	Comply
Deployment	D.1.0	Install and activate AMI meters on schedule (H)		AMI / Installation Services	Comply
	D.2.0	Ensure no damage to customer premises and homes during installation. Identified a direct resource to handle these during pilot phase quickly(H)		AMI / Installation Services	Comply

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	D.3.0	Gather and verify information during installation and update system (H)		AMI / Installation Services	Comply
	D.4.0	AMI deployment will be performed by cycle & route and any route should be completed within 30 days (before the next cycle).		AMI / Installation Services	Comply
	D.5.0	Place holder for issues where a route is not completed within 30 days impacting AMR and AMI reading		AMI / Installation Services	Comply
	D.6.0	All devices will be installed according to VIWAPA installation standards. Refer to VIWAPA installation standards for installation of network devices on VIWAPA poles, third party poles and structures, underground areas.		AMI / Installation Services	Comply
	D.7.0	The solution must be able to plan (labor, material, timing) the installation of network devices		AMI / Installation Services	Comply
	D.7.1		SUPPLIER must produce network coverage plan identifying full coverage of all meters with sufficient capacity to meet the AMI program requirements	AMI	Comply

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	D.7.2		The network coverage plan must identify the location for all network devices.	AMI	Comply
	D.7.3		SUPPLIER, using the network coverage plan, must produce an installation plan for network equipment, including number of endpoints per network device	AMI / Installation Services	Comply
	D.7.4		The installation plan must produce a material plan for acquiring and receiving network equipment	AMI / Installation Services	Comply
	D.7.5		SUPPLIER must be able to conduct network surveys and capture relevant installation requirements for the network equipment	AMI / Installation Services	Comply
	D.7.6		SUPPLIER must be able to conduct network surveys and capture relevant installation requirements for the network equipment	AMI / Installation Services	Comply
	D.7.7		The network coverage plan must identify the WAN requirements for each Network Device.	AMI / Installation Services	Comply
	D.7.8		The network coverage plan must identify the average and maximum number of hops	AMI / Installation Services	Comply
	D.8.0	The solution must be able to plan (labor, material, timing) the installation of AMI meters			
	D.8.1		SUPPLIER must produce a high level installation plan	AMI / Installation Services	Comply
	D.8.2		SUPPLIER must produce a detailed AMI installation plan	AMI / Installation Services	Comply
	D.8.3		SUPPLIER must regularly adjust the AMI installation plan based on installation results	AMI / Installation Services	Comply
	D.8.4		SUPPLIER must produce a material plan for acquiring and receiving AMI meters	AMI / Installation Services	Comply
	D.8.5		SUPPLIER must provide a report for Customer Solutions to understand where and when meters are to be installed	AMI / Installation Services	Comply

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	D.8.6		VIWAPA Communications must communicate plans to customers before their meters are installed	AMI / Installation Services	Comply
	D.8.7		All meters must be installed according to VIWAPA standards for safety	AMI / Installation Services	Comply
	D.9.0	The solution must be able to procure and receive equipment (AMI network and AMI meters)			
	D.9.1		CIS and SUPPLIER Field Installation Management System must be able to automatically load 10,000 meter records at a time, including manufacturer test results	AMI / Installation Services	N/A - CIS
	D.9.2		VIWAPA must be able to receive and inspect AMI meters	AMI / Installation Services	Comply
	D.9.3		VIWAPA/SUPPLIER must be able to quarantine AMI meters until they are received into Warehouse for sample testing, then received into AMI inventory	AMI / Installation Services	Comply
	D.9.4		The VIWAPA Receiving Department must be able to receive AMI network equipment	AMI / Installation Services	Agree
	D.9.5		AMI vendor (SUPPLIER) must electronically provide AMI meter information to Metering Supervisor prior to the receipt of the meters	AMI / Installation Services	Comply
	D.9.6			N/A - Blank	N/A - Blank
	D.9.7			N/A - Blank	N/A - Blank
	D.9.8		SUPPLIER must, at the end of the deployment, validate that all AMI meters have been installed or delivered to VIWAPA receiving from AMI Deployment	AMI / Installation Services	Comply
	D.9.9		The solution must, at the end of deployment, account for all network devices received and installed in GIS	AMI / Installation Services	Comply

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	D.9.10		AMI HES must be updated with an electronic file for network equipment	AMI / Installation Services	Comply
	D.9.11		AMI HES must be updated with and electronic file for AMI Meters	AMI / Installation Services	Comply
	D.9.12		Ten percent of all AMI meters will be AQL accepted, including sample testing, prior to allowed installed	AMI / Installation Services	Comply
	D.9.13		All asset information for meters will be loaded into CIS	AMI / Installation Services	N/A - CIS
	D.9.14		All asset information for network devices will be loaded into GIS once installed	AMI / Installation Services	N/A - GIS
	D.9.15		VIWAPA must be able to procure ancillary equipment to support the installation (locking rings, etc.)	AMI / Installation Services	Agree
	D.10.0	The solution must be able to install AMI network devices to provide network coverage for all meters in VIWAPA territory			
	D.10.1		Each network device must be surveyed and documented before installation	AMI / Installation Services	Comply
	D.10.2		All permits and agreements must be procured prior to install of equipment	AMI / Installation Services	Further Information Needed
	D.10.3		Each network device will be entered into GIS after successful installation	N/A - GIS	N/A - GIS
	D.10.4			N/A - Blank	N/A - Blank
	D.10.5		SUPPLIER must install network equipment and capture all installation details and, where appropriate, Network Device configuration file	AMI / Installation Services	Comply
	D.10.6		AMI Operations/SUPPLIER must validate correct installation and operation of the AMI network devices	AMI / Installation Services	Comply

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	D.10.7		The AMI Operations, with support from SUPPLIER, must validate coverage of the AMI network devices	AMI / Installation Services	Comply
	D.12.0	The solution must be able to install AMI meters on all customer premises, where such AMI meter do not already exist.			
	D.12.1		SUPPLIER must be able to identify Routes in CIS for the initiation of installation of meters	AMI / Installation Services	Agree
	D.12.2		All AMI meters will be installed by SUPPLIER resources, unless such meter is an RTU meter.	AMI / Installation Services	Comply
	D.12.3		All AMI installs must be tracked by Work Order	AMI / Installation Services	Comply
	D.12.4			N/A - Blank	N/A - Blank
	D.12.5		CIS must issue work orders and meters to VIWAPA workers for installation	N/A - CIS	N/A - CIS
	D.12.6		The installer must install AMI meters and capture all exchange information in the SUPPLIER handheld	AMI / Installation Services	Comply
	D.12.7			N/A - Blank	N/A - Blank
	D.12.8		VIWAPA, using an electrical subcontractor, will resolve service/socket problems identified during the deployment of the AMI meter and complete the installation of the meter using a Service Order	AMI / Installation Services	Agree
	D.12.9		If the installer encounters a meter in a disconnected state, the installer will install an AMI meter pre-configured in a disconnected state.	AMI / Installation Services	Comply

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	D.12.10		Any new connections/services will have an AMI meter installed and will be read manually until that cycle & route is changed out. NOTE: This will not be the case for demand meters, or program these demand meters for manual reading and then reprogram over the air once the cycle & route is being changed out.	N/A - VIWAPA	N/A - VIWAPA
	D.12.11		All AMI meters, including demand meters, must be installed and commissioned (cutover to AMI billing) before the next billing cycle.	AMI / Installation Services	Comply
	D.12.12			N/A - Blank	N/A - Blank
	D.12.13		SUPPLIER must validate all captured exchange information prior to upload to CIS.	AMI / Installation Services	Comply
	D.12.14		SUPPLIER must dispose of or recycle removed meters according to VIWAPA requirements and standards	AMI / Installation Services	Agree
	D.12.15		SUPPLIER must maintain all failed meters identified during deployment and send directly to SUPPLIER for warranty returns.	AMI / Installation Services	Comply
	D.12.16		SUPPLIER will store meters for at least 30 days prior to recycling	AMI / Installation Services	Comply
	D.13.0	The solution must be able to exchange and validate the AMI meter installation between CIS, MDM and AMI HES			
	D.13.1		SUPPLIER must validate the accuracy and correctness of the meter exchange information at each data handoff	AMI / Installation Services	Comply
	D.13.2		CIS must not allow two AMI meters to exist at a Service Point	N/A - CIS	N/A - CIS
	D.13.3		CIS must automatically retire removed meters, which are not AMI meters	N/A - CIS	N/A - CIS

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	D.13.4		SUPPLIER must upload data for successful exchanges each day to CIS, after the information has been verified by SUPPLIER quality control.	AMI / Installation Services	Comply
	D.13.5		SUPPLIER must upload pictures of exchanges to its database and make these pictures available to authorized VIWAPA resources	AMI / Installation Services	Comply
	D.13.6		CIS must process exchange data automatically once uploaded from SUPPLIER.	N/A - CIS	N/A - CIS
	D.13.7		CIS must create exception records for any exchange exceptions	N/A - CIS	N/A - CIS
	D.13.8		GIS must upload GPS coordinates from SUPPLIER meter exchange	AMI / Installation Services	Comply
	D.13.9		GPS coordinates must be captured for every AMI meter and will ultimately be maintained in GIS	AMI / Installation Services	Comply
	D.13.10		CIS must synchronize the MDM the new AMI meter installation or removal information	N/A - CIS	N/A - CIS
	D.13.11		MDM must synchronize AMI HES with new AMI installation data	AMI+MDMS	Comply
	D.13.12		AMI HES must discover and configure new AMI meters	AMI	Comply
	D.13.13		The AMI HES must identify AMI meters communicating and for which it has not received provisioning notification from MDM	AMI+MDMS	Comply
	D.13.14		The MDM must identify AMI meters installed and not provisioned	AMI+MDMS	Comply
	D.13.15		The MDM must identify AMI meters installed and not programmed correctly	AMI+MDMS	Comply
	D.13.16		The MDM must identify AMI meters installed and not communicating or not meeting a minimum level of performance (90%)	AMI+MDMS	Project Specific Report

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	D.13.17		The MDM must identify any AMI meter installed and not communicating the proper meter data information	AMI+MDMS	Comply
	D.13.18		CIS must validate the synchronziation between CIS and MDMS	N/A - CIS	N/A - CIS
	D.13.19		The MDM must validate data synchronization between MDMS and AMI HES and automatically correct any discrepancies identified.	AMI+MDMS	Partial Comply
	D.14.0	The solution must provide tools and information for Customer Solutions to serve the customers			
	D.14.1		The MDM must provide Customer Solutions with the ability to perform an On Demand Read from CIS or the MDMS user interface.	MDMS	Comply
	D.14.2		The MDM must provide CIS with all or selected Register Reads retrieved from the AMI meter, as requested by the CIS	MDMS	Comply
	D.14.3		The MDM must provide to CIS an exception notification for Register Reads which are not successfully captured from the AMI meter when requested by the CIS	MDMS	Comply
	D.14.4		The MDM must provide Customer Solutions with the ability to request power status from any AMI meter via CIS or the MDMS user interface	MDMS	Comply
	D.14.5		The MDM must provide CIS with a power on notification if the AMI meter can successfully respond to a meter ping	MDMS	Comply
	D.14.6		The MDM must provide to CIS an exception notification for power status request which is not successfully captured from the AMI meter	MDMS	Comply

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	D.14.7		The MDM must provide Customer Solutions with the ability to verify the switch status of any AMI meter equipped with a disconnect switch via CIS or MDMS user interface	MDMS	Comply
	D.14.8		The MDM must provide CIS with an Open or Close status from the AMI meter based on the state of the switch in the AMI meter	MDMS	Comply
	D.14.9		The MDM must provide to CIS an exception notification for switch status which is not successfully captured from the AMI meter	MDMS	Comply
	D.14.10		The SUPPLIER installation management system must provide Customer Services with the ability to view AMI meter installation photos	AMI / Installation Services	Comply
	D.14.11		The solution must be able to receive and manage customer complaints and claims regarding the AMI meter installation	CIS-N/A	CIS-N/A
	D.14.12		All interactions of customers with the call center, other than appointment scheduling, will be captured and synchronized to CIS.	MDMS	Comply
	D.15.0	SUPPLIER must produce reports for tracking of the AMI deployment process			
	D.15.1		AMI meters planned vs. actually installed report	AMI / Installation Services	Comply
	D.15.2		AMI meters pending installation and not yet installed	AMI / Installation Services	Comply
	D.15.3		AMI meters installed, provisioned and commissioned. The report should be filtered by type of meter.	AMI / Installation Services	Comply
	D.15.4		AMI installed and not provisioned	AMI / Installation Services	Comply

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	D.15.5		AMI meters installed, provisioned and not communicating with the minimum performance level	AMI / Installation Services	Comply
	D.15.6		AMI meters installed daily and weekly	AMI / Installation Services	Comply
	D.15.7		AMI meters installed and communicating daily and weekly	AMI / Installation Services	Comply
	D.15.8		Customer complaints daily, including pending or actual installation details	AMI / Installation Services	Comply
	D.15.9		AMI network devices planned vs. actually installed report	AMI / Installation Services	Comply
	D.15.10		Billing exceptions associated with AMI deployment daily and weekly (CIS)	N/A - CIS	N/A - CIS
	D.15.11		Daily alerts and warnings (eg: tampering, broken seals, voltage, meter display etc)	AMI / Installation Services	Comply
	D.16.0	System Requirements		N/A - Title	N/A - Title
	D.16.1		CIS will initiate and track all installations via Service Order (H)	N/A - CIS	N/A - CIS
	D.16.2			N/A - Blank	N/A - Blank
	D.16.3		GIS will be the system of record for network assets	N/A - GIS	N/A - GIS
	D.16.4		AMI HES will be the system of record for AMI meter and module firmware.	AMI	Comply
	D.16.5		MDMS will manage and track the synchronization and provisioning of AMI meters on the AMI HES (H)	AMI+MDMS	Comply
	D.16.6		The AMI HES will be responsible for tracking and managing the communication with all AMI meters (H)	AMI	Comply
	D.16.7		The AMI HES will be responsible for tracking all alarms and statistics for the AMI network equipment (H)	AMI	Comply

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	D.16.8		SUPPLIER management system will be responsible for the management and tracking of the mass installation of all AMI meters.	AMI	Comply
	D.16.9		VIWAPA will provide backhaul communications wherever possible.	AMI / Installation Services	Agree
	D.17.0	Reports are required to manage and track the installation process:			
	D.17.1		AMI meters planned vs. installed	AMI / Installation Services	Comply
	D.17.2		AMI meters installed, provisioned and commissioned	AMI / Installation Services	Comply
	D.17.3		AMI meters installed and not provisioned	AMI / Installation Services	Comply
	D.17.4		AMI meters discovered and not installed	AMI / Installation Services	Comply
	D.17.5		AMI meters installed by week	AMI / Installation Services	Comply
	D.17.6		AMI meters transitioned to operational state by week	AMI / Installation Services	Comply
	D.17.7		Customer complaints and billing errors	AMI / Installation Services	Comply
	D.17.8		AMI HES reports & Dashboards (insert Collection Engine standard reports here)	AMI / Installation Services	Comply
	D.17.9	<input type="checkbox"/>	MDMS reports and dashboards (insert MDMS standard reports here)	AMI / Installation Services	Comply
	D.18.0	Reports are required to manage and track the network deployment:			
	D.18.1	<input type="checkbox"/>	Network devices installed vs. planned	AMI / Installation Services	Comply
	D.18.2		Network devices installed by week	AMI / Installation Services	Comply

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
Connect and Disconnect	CDC.1.0	All customers eligible for disconnect should be disconnected after appropriate notification and interaction (H)		N/A - CIS	N/A - CIS
	CDC.2.0	Customers should not be disconnected without proper notification (H)		N/A - CIS	N/A - CIS
	CDC.3.0	Disconnects will be performed between 8:00 am and 4:00 pm Mondays – Thursday & Fridays until 12 noon.		N/A - CIS	N/A - CIS
	CDC.3.1		Disconnect for non-payment will not be performed before 9:00 am	N/A - CIS	N/A - CIS
	CDC.4.0	Customers must be provided at least 24 hours' notice prior to disconnect		N/A - CIS	N/A - CIS
	CDC.4.1		Customers to be remotely disconnected for non-payment should be notified of the impending disconnect 1 hour prior to the disconnect	N/A - CIS	N/A - CIS
	CDC.5.0	Only authorized users will be allowed to issue connects (CSR'S) and disconnect orders (Collections Officer & Customer Solutions Manager & one other may do disconnect for non-payment)		N/A - CIS	N/A - CIS

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	CDC.6.0	The solution must identify customers in arrears and eligible for disconnect for non-payment		N/A - CIS	N/A - CIS
	CDC.6.1		If a Disconnection Order is cancelled, the solution must cancel the disconnection request for the meter.	CIS-MDMS-AMI	Comply
	CDC.6.2		The solution must prevent the request of a disconnect if the customer has paid their bill	N/A - CIS	N/A - CIS
	CDC.6.3		All customers eligible for disconnection should be disconnected after appropriate notification and interaction.	N/A - CIS	N/A - CIS
	CDC.7.0	The solution must be able to identify customers disconnected for non-payment and eligible for reconnection		N/A - CIS	N/A - CIS
	CDC.8.0	The solution must support the ability to connect and disconnect a customer upon their request or emergency		N/A - CIS	N/A - CIS
	CDC.8.1		The solution must support the ability to remove a meter upon a customer's request to disconnect service for maintenance or emergency	N/A - CIS	N/A - CIS
	CDC.8.2		The solution must support the ability to disconnect a customer's service at the transformer upon a customer's request to disconnect service for maintenance or emergency	N/A - CIS	N/A - CIS
	CDC.8.3		MDMS must correctly estimate any missing data with no consumption where the meter is disconnected or the service is disconnected.	MDMS	Comply

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	CDC.9.0	The solution must be able to automatically disconnect a customer where a remote capable AMI meter is installed		N/A - CIS	N/A - CIS
	CDC.9.1		The CIS must not allow past dated disconnect requests to be sent to MDM (Disconnect orders which cannot be fulfilled will be cancelled and reissued)	N/A - CIS	N/A - CIS
	CDC.9.2		The CIS must not disconnect customers who cannot be disconnected (life support, etc.). They will be flagged appropriately in CIS	N/A - CIS	N/A - CIS
	CDC.9.3		The CIS must have an override to allow disconnect of life support (and other) accounts with proper authorization.	N/A - CIS	N/A - CIS
	CDC.9.4		The CIS must be able to cancel open disconnect orders individually and in bulk.	N/A - CIS	N/A - CIS
	CDC.9.5		Solution (CIS and MDMS) should process pending remote disconnects at regular interval determined by VIWAPA to prevent excessive call center loading (No more than 25 disconnects every 10 minutes)	N/A - CIS	N/A - CIS
	CDC.9.6		Solution (CIS and MDMS) should provide a method to disconnect a remote disconnect meter immediately.	CIS-MDMS-AMI	Comply
	CDC.9.7		The solution must allow the delay or cancellation of disconnect orders where weather, or other conditions (e.g. holidays), indicate that disconnects should not occur	CIS-MDMS-AMI	Comply
	CDC.9.8		The solution must not disconnect customers after 4:00 PM and before 8:00 AM, and not on Fridays after noon, weekends or holidays.	N/A - CIS	N/A - CIS
	CDC.9.9		The solution (MDMS and AMI HES) must be able to disconnect at least 100 meters per hour	MDMS - AMI	Comply

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	CDC.9.10		All disconnection and reconnection will be initiated from CIS, CIS will always be the system of record for Disconnection orders.	N/A - CIS	N/A - CIS
	CDC.10.0	The solution must be able to automatically reconnect a customer where a remote capable AMI meter is installed		N/A - CIS	N/A - CIS
	CDC.10.1		The CIS must not allow past dated connect requests to be sent to MDM	N/A - CIS	N/A - CIS
	CDC.10.2		The CIS should trigger automatic reconnection if full payment made on delinquent amount	N/A - CIS	N/A - CIS
	CDC.10.3		The solution must allow the customer to set the time for the reconnect.	N/A - CIS	N/A - CIS
	CDC.10.4		The solution must allow after hours connect of a customer	N/A - CIS	N/A - CIS
	CDC.10.5		The solution must be able to connect at least 100 meters per hour	MDMS - AMI	Comply
	CDC.10.6		The solution must reconnect a customer within 24 hours of payment	N/A - CIS	N/A - CIS
	CDC.11.0	The solution must automatically disconnect service upon customer move-out where there is no active customer and an AMI meter has remote disconnect capability		N/A - CIS	N/A - CIS
	CDC.12.0	The solution must automatically reconnect service upon customer move-in when a Service Order is generated and an AMI meter has remote reconnect capability		N/A - CIS	N/A - CIS

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	CDC.12.1		The reconnect Service Order will be generated at the time and date of the customer requested connect	N/A - CIS	N/A - CIS
	CDC.13.0	The solution (MDMS and AMI HES) must identify meters which fail to disconnect or reconnect		MDMS - AMI	Comply
	CDC.13.1		The solution (MDMS and AMI HES) must provide notification to the requestor of failure to disconnect or reconnect	MDMS - AMI	Comply
	CDC.13.2		The MDMS should automatically retry the connection or disconnection of a meter if the first request failed.	MDMS - AMI	Comply
	CDC.13.3		The AMI meter must monitor voltage on the load side of the AMI meter and prevent a connect if voltage is present	AMI	Comply
	CDC.14.0	The solution must identify disconnected meters where service has been re-established without instruction from VIWAPA		MDMS - AMI	Comply
	CDC.14.1		The solution (MDMS and AMI HES) must identify if a customer reconnects service	MDMS - AMI	Comply
	CDC.14.2		The solution (MDMS and AMI HES) must identify if a reconnect of service occurs where the connect operation was not initiated by CIS	MDMS - AMI	Comply
	CDC.15.0	The MDMS must collect and deliver a reading with every disconnect and reconnect order		MDMS - AMI	Comply
	CDC.16.0	The MDMS must identify disconnected meters or disconnected service		MDMS - AMI	Comply

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	CDC.16.1		The CIS must provide a notice to MDMS whenever a meter or service is disconnected	CIS-MDMS	Comply
	CDC.16.2		The CIS must provide a notice to MDMS whenever a meter or service is connected	CIS-MDMS	Comply
	CDC.16.3		The MDMS must monitor any disconnected meter for load side voltage and generate a work request to CIS	MDMS - AMI	Comply
	CDC.16.4		The MDMS must monitor any disconnected meter for unauthorized usage and generate a work request to CIS	MDMS - AMI	Comply
	CDC.16.5		The MDMS must monitor any disconnected service for reconnection and generate a work request to CIS	MDMS - AMI	Comply
	CDC.16.6		The MDMS must perform VEE on disconnected meters accounting for the fact that the meter has been disconnected.	MDMS	Comply
	CDC.16.7		The MDMS must perform VEE on disconnected services accounting for the fact that the meter is unpowered.	MDMS	Comply
	CDC.16.8		The MDMS must not alert for meter failure any meter where the service has been disconnected where such alert is due to the disconnected meter (e.g. No alert for zero consumption).	MDMS	Comply
	CDC.17.0	System Requirements			
	CDC.17.1		All connect and disconnect operations will initiate from CIS, except in emergency situations (H)	MDMS - AMI	Comply
	CDC.17.2		CIS will track Life Support and Critical Account information and ensure that these accounts will not be disconnected, or only disconnected with approval.	N/A - CIS	N/A - CIS
	CDC.17.3		CIS will have all checks to ensure that no customer is improperly disconnected.	N/A - CIS	N/A - CIS

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	CDC.17.4		CIS will manage the disconnect process including non-disconnect days, etc. (Throttling will be achieved by the account services personnel as they schedule the disconnects)	N/A - CIS	N/A - CIS
	CDC.17.5		The MDMS will track all connect and disconnect successes and failures, as well as which user or system initiated the request (H)	MDMS	Comply
Asset Lifecycle	AL.1.0	All Meters must be accurate within acceptable industry standards (H)		AMI	Comply
	AL.2.0	The location of any AMI device must be known (H)		AMI	Comply
	AL.3.0	The solution must be able to plan for and acquire AMI meters and AMI network devices to support growth and maintenance		N/A - VIWAPA	N/A - VIWAPA
	AL.4.0	The solution must be able to receive, validate and configure new AMI network devices		AMI	Comply
	AL.4.1		The solution must create Service Orders for the installation of a new AMI Network Device	N/A - CIS	N/A - CIS
	AL.4.2		The solution must process the completed installation of an AMI Network Device	AMI	Comply
	AL.4.3		The solution must synchronize AMI HES with the installation of AMI Network Device	AMI	Comply
	AL.4.4		The solution must validate the correct operation and configuration of the new AMI Network Device. NOTE: Validation of configuration and operation may be manual, but must be	CIS-MDMS-AMI	Comply

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
			documented in a Standard Operation Procedure (SOP)		
	AL.5.0	The solution must be able to exchange AMI meters			
	AL.5.1		The solution must create Service Orders for the exchange of an AMI meter	N/A - CIS	N/A - CIS
	AL.5.2		The solution must allow the exchange of a non-AMI meter with another non-AMI meter	N/A - CIS	N/A - CIS
	AL.5.3		The solution must allow the exchange of an AMI meter with another AMI meter	N/A - CIS	N/A - CIS
	AL.5.4		The solution must allow the exchange of an AMI meter with a non-AMI meter	N/A - CIS	N/A - CIS
	AL.5.5		The solution must allow the exchange of a non-AMI meter with an AMI meter	N/A - CIS	N/A - CIS
	AL.5.6		CIS must automatically process the completed exchange of an AMI meter	N/A - CIS	N/A - CIS
	AL.5.7		CIS must automatically synchronize MDMS with the exchange of AMI meter	N/A - CIS	N/A - CIS
	AL.5.8		MDMS must automatically provision AMI HES with the exchange of AMI meter	MDMS - AMI	Comply
	AL.5.9		MDMS must automatically validate the correct operation and configuration of the new AMI meter and create an exception if a configuration or operation exception is identified.	MDMS	Comply
	AL.5.10		CIS must automatically synchronize MDMS with the removal of an AMI meter	N/A - CIS	N/A - CIS
	AL.5.11		CIS must automatically synchronize MDMS with the replacement of AMI meter with non-AMI meter	N/A - CIS	N/A - CIS

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	AL.5.12		CIS must automatically synchronize MDMS with the replacement of AMI meter with AMI meter	N/A - CIS	N/A - CIS
	AL.5.13		CIS must automatically synchronize MDMS with the replacement of non-AMI meter with AMI meter	N/A - CIS	N/A - CIS
	AL.5.14		MDMS must provision AMI HES with the removal of an AMI meter	MDMS - AMI	Comply
	AL.5.15		CIS must automatically synchronize MDMS with the change of a CTPT	N/A - CIS	N/A - CIS
	AL.5.16		CIS must be able to reverse or fix a meter install where the installation data is captured incorrectly.	N/A - CIS	N/A - CIS
	AL.5.17		CIS must automatically synchronize MDMS with a meter install reversal	N/A - CIS	N/A - CIS
	AL.5.18		MDMS must automatically provision AMI HES with a meter install reversal	MDMS - AMI	Comply
	AL.5.19		CIS must be able to reverse a meter removal where the removal information is captured incorrectly.	N/A - CIS	N/A - CIS
	AL.5.20		CIS must automatically synchronize MDMS with a meter removal reversal	N/A - CIS	N/A - CIS
	AL.5.21		MDMS must automatically provision AMI HES with a meter removal reversal	MDMS - AMI	Comply
	AL.5.22		The CIS, with data provided from the MDMS, must correctly bill from the data from the new AMI meter	N/A - CIS	N/A - CIS
	AL.6.0	The solution must allow for a customer to change rates			
	AL.6.1		CIS must support a customer changing their rate of service	N/A - CIS	N/A - CIS

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	AL.6.2		CIS must update MDMS with any change of registers or configuration required for rate change	N/A - CIS	N/A - CIS
	AL.6.3		The solution must correct bill the customer on the new rate	N/A - CIS	N/A - CIS
	AL.7.0	The solution must be able to validate, reconfigure and repair removed AMI meters and AMI network devices			
	AL.7.1		The MDMS must identify failed AMI meters	MDMS	Comply
	AL.7.2		The solution must be able to replace failed AMI meters	N/A	N/A
	AL.7.3		The solution must identify AMI meters which fail under warranty	N/A	N/A
	AL.7.4		The solution must be able to return AMI meters under warranty	N/A	N/A
	AL.7.5		The solution must be able to return AMI Network Devices under warranty	N/A	N/A
	AL.7.6		The solution must identify failed AMI Network Devices	N/A	N/A
	AL.8.0	<Business Requirements for meter test and inspection>			
	AL.9.0	<Business Requirements for asset tracking and asset management>			
	AL.10.0	System Requirements			
	AL.10.1		All AMI meter assets will be maintained in CIS (H)	N/A - CIS	N/A - CIS
	AL.10.2		All AMI network equipment will be maintained in GIS (H)	N/A - CIS	N/A - CIS

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	AL.10.3		The creation and updates of AMI meter assets must be automated wherever possible (H)	CIS - MDMS - AMI	Comply
	AL.10.4		The retirement of meters in CIS must occur automatically for meters removed during the AMI rollout (M)	N/A - CIS	N/A - CIS
	AL.10.5		The update of firmware on AMI assets (meters and network equipment) should be automated as much as possible. (M)	AMI	comply
	AL.10.6		The AMI meters will be tested in Meter Shop Test Management System.	AMI	comply
	AL.11.0	Reporting Requirements			
	AL.11.1		Warranty report: Understanding of devices failing under warranty and ensure that VIWAPA is compensated for devices failing under warranty (H)		
	AL.11.2		Failure report: Understanding of devices which are failing in the field by type and frequency.		
	AL.11.3		Configuration report: Details on firmware and hardware versions.	MDMS - AMI	Comply
	AL.11.4		Retire report: Details on meters which are retired from service by type, years in service, etc.		
	AL.11.5		Ad hoc reports: The user must be able to easily create ad hoc reports.		
	AL.11.6		Commodity Acceptance reports: Details on meters passing and failing commodity acceptance.		
	AL.11.7		Firmware reports: Details of meters based on firmware version and compatible DCW.	MDMS - AMI	Comply

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
Events and Alarms	EA.1.0	Failed residential meters should be identified within 3 business days of the failure and resolved within 4 business days following the identification (H). A “failed meter” is a meter which is not communicating or has indicated that the metrology or electric service is not functioning within expected parameters.		AMI Solution Requirements / Business Process Mapping	Comply
	EA.2.0	Failed commercial meters should be identified within 2 business days of the failure and resolved within 2 business days following the identification (H)		AMI Solution Requirements / Business Process Mapping	Comply
	EA.3.0				
	EA.4.0	AMI network issues should be identified within 1 business day of the failure and resolved within 1 business day following the identification. (H)		AMI Solution Requirements / Business Process Mapping	Comply

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	EA.5.0	Tamper or diversion of energy should be identified within 10 business days (H)		AMI Solution Requirements / Business Process Mapping	Partial-Comply
	EA.5.1		Tamper or diversion which could be a hazardous condition should be identified immediately		
	EA.6.0	All events and alarms from the AMI meters must be sent from the AMI HES to the MDMS in real-time via a web service (H)		AMI Solution Requirements / Business Process Mapping	Comply
	EA.7.0	The AMI HES and MDMS should identify and forward critical business events (e.g. outage, voltage) to the appropriate operational system (e.g. OMS) within 10 seconds of receipt (M)		AMI Solution Requirements / Business Process Mapping	Do Not Comply
	EA.8.0	The AMI HES and MDMS should identify business critical hazard events (e.g. hot socket, over current) and initiate a service order or		AMI Solution Requirements / Business Process Mapping	Do Not Comply

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
		notification within 10 seconds of receipt (M)			
	EA.9.0	All AMI meters should communicate accurate and reliable data with a minimum monthly performance of 90%. (No AMI meters should have a monthly performance of less than 90%). This is a requirement on the AMI HES) (M)		AMI Solution Requirements / Business Process Mapping	Comply
	EA.10.0	The MDMS must identify any AMI meter not meeting the minimum communications performance (H)		AMI Solution Requirements / Business Process Mapping	Comply
	EA.11.0	The MDMS must identify any residential AMI meter not communicating for 3 consecutive days and automatically create a service order request to CIS		AMI Solution Requirements / Business Process Mapping	Comply
	EA.12.0	The MDMS must identify any commercial AMI meter not communicating for 2 consecutive days and automatically create a service order to MDMS		AMI Solution Requirements / Business Process Mapping	Comply

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	EA.14.0	The MDMS must receive, validate and store event and alarm messages from the AMI meters and AMI network equipment		MDMS	comply
	EA.14.1		The MDMS must capture all events and alarms from AMI meters as delivered from the AMI HES	MDMS	Comply
	EA.14.2		The AMI meter must send an alarm/event upon a loss of power (power outage) or restoration of power (power restoration)	AMI	Comply
	EA.14.3		AMI HES must send all received events or alarms (from AMI meters or Network devices) to the MDMS	AMI	Comply
	EA.14.4		The MDMS must validate and store all incoming events	MDMS	Comply
	EA.14.5		The MDMS must identify events which are not configured or expected from AMI HES as an exception for follow up by AMI Operations	MDMS	Comply
	EA.15.0	The MDMS must be able to identify critical events and alarms and alert AMI Operations			
	EA.15.1		The MDMS must identify critical events (as identified in the Meter Data Requirements Matrix) and create a service order for follow up	MDMS	Comply
	EA.15.2		All critical events must be validated by the MDMS prior to initiating action for follow up	MDMS	Comply
	EA.16.0	The MDMS must be able to automatically request Service Orders from CIS			
	EA.16.1		The MDMS must automatically, based on configuration, initiate a request for a Service	MDMS	Comply

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
			Order upon identification of a validated critical event		
	EA.16.2		The MDMS must automatically, based on configuration, initiate a request for a Service Order upon identification of a meter with a loss of communication	MDMS	Comply
	EA.16.3		The MDMS must allow an operator to manually initiate a request for a Service Order	MDMS	Comply
	EA.16.4		An authorized administrator must be able to enable or disable the request of a Service Order by the MDMS based on event type	MDMS	Comply
	EA.16.5		<p>The MDMS must create an email/urgent notification to AMI Operations when a hot socket is detected</p> <ol style="list-style-type: none"> Initially urgent notification will be a phone call AMI Operator will be the initiator. NOTE: To be considered, enable the AMI meter to automatically disconnect upon Hot Socket. 	MDMS	Comply
	EA.16.6		Urgent notifications for hot socket should only be issued for validated hot socket alerts	MDMS	Comply
	EA.16.7		Hot socket Service Order must be automatically closed in MDMS, as the MDMS initiated the Service Order, when work is completed	MDMS	Comply
	EA.16.8		The MDMS must create a Service Order for field investigation for specific events and alerts.	MDMS	Comply
	EA.16.9		The solution must allow an authorized user to authorize the request of any Service Order	MDMS	Comply
	EA.16.10		The MDMS must not create duplicate Service Order Requests for a meter or network device.	MDMS	Comply

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	EA.16.11		The MDMS must identify that a specific event or analysis (e.g. Missing read) has triggered the Service Order Request and not create a second Service Order Request for the same meter or device.	MDMS	Comply
	EA.16.12		The MDMS must prevent the creation of excessive Service Order Requests.	AMI Solution Requirements / Business Process Mapping	Comply
	EA.17.0	System Requirements			
	EA.17.1		The MDMS will identify and initiate action items for the resolution of failures and issues identified as requiring automated work management (H)	AMI Solution Requirements / Business Process Mapping	Comply
	EA.17.2		The MDMS should not create more than 100 requests for service Orders per day without explicit override authorization. This should be configurable.	AMI Solution Requirements / Business Process Mapping	Comply
	EA.17.3		CIS Service Orders will be used to manage and track all field activities associated with the meter resolution of field problems (H)	N/A - CIS	N/A - CIS
	EA.18.0	Reporting Requirements			
	EA.18.1		Report showing the time of last communication and incoming communications performance for any network device (Last Packet Query) (AMI HES)	AMI Solution Requirements / Business Process Mapping	Project Specific Report
	EA.18.2		Report showing meters that have not reported for at least 24 hours and how many days since their last report (MDMS)	AMI Solution Requirements / Business Process Mapping	Project Specific Report
	EA.18.3		Report showing meters that are not reporting consistently. Metric for this consistency should be configurable. (MDMS)	AMI Solution Requirements /	Project Specific Report

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
				Business Process Mapping	
	EA.18.4		Report showing meters with too high or too low consumption. (MDMS)	AMI Solution Requirements / Business Process Mapping	Comply
	EA.18.5		Report showing meters with significant change in consumption (50%). Ideally, the percentage should be configurable. (MDMS)	AMI Solution Requirements / Business Process Mapping	Comply
	EA.18.6		Report showing meters not meeting the minimum communication performance (<90% success over 30 days). (MDMS)	AMI Solution Requirements / Business Process Mapping	Project Specific Report
	EA.18.7		Report showing meters meeting the loss of communication metric (3 days for residential, 2 days for commercial) and the time/date of last successful communication. (MDMS)	AMI Solution Requirements / Business Process Mapping	Comply
	EA.18.8				
	EA.18.9		Report showing power quality issues based upon a defined group of meters. (MDMS)	AMI Solution Requirements / Business Process Mapping	Comply
	EA.18.10		Report showing outage(s) upon a defined group of meters. (MDMS)	AMI Solution Requirements / Business Process Mapping	Project Specific Report
	EA.18.11		Report showing meters generating more than 5 (configurable) events in a day. (MDMS or AMI HES)	AMI Solution Requirements / Business Process Mapping	Comply

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	EA.18.12		Summary daily report showing number of events received in the last 24 hour period by event type. (MDMS or AMI HES)	AMI Solution Requirements / Business Process Mapping	Comply
AMI Operations	AO.1.0	Acquire, validate and deliver AMI data within SLA (H)			
	AO.1.1		<p>Collect 99.5% of registers and intervals daily (H)</p> <p>This metric applies to those meters which have successfully passed all commissioning and provisioning validations and has been accepted as an AMI billing meter. This metric is measured by counting all of the valid (not estimated) midnight timestamped kWh register reads from AMI billing meters stored within the MDMS database for the last 30 days as compared to the total number of AMI billing meters. For intervals, this metric is measured by counting all of the valid (not estimated) kWh-Received intervals divided by 96 from AMI billing meters stored within the MDMS database for the last 30 days as compared to the total number of AMI billing meters.</p>	AMI Solution Requirements / Business Process Mapping	Comply

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	AO.1.2		<p>Process and store 99.5% of registers and intervals by 10:00PM daily (H)</p> <p>This metric applies to those meters which have successfully passed all commissioning and provisioning validations and has been accepted as an AMI billing meter. This metric is similarly measured as above and includes estimated reads as well. In addition, only those reads with an insert time prior to 10:00PM each day will be counted. [NOTE: 10:00PM allows estimation to run for the register reads</p>	AMI Solution Requirements / Business Process Mapping	Comply
	AO.1.3		<p>Deliver 99.5% of meter reads for billing within the billing window by 9:00 am on each cycle day (H)</p> <p>This metric applies to those meters which have successfully passed all commissioning and provisioning validations and has been accepted as an AMI billing meter. This metric is measured by counting all of the meter reads delivered to CIS for billing over the previous 30 days as compared to the number of read requests from CIS over the previous 30 days.</p>	AMI Solution Requirements / Business Process Mapping	Comply
	AO.2.0	Maintain AMI Network availability for data collection and remote operation of AMI devices within SLA (H)		AMI Solution Requirements / Business Process Mapping	Comply
	AO.3.0	System Requirements			

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	AO.3.1		AMI HES will be maintained within 1 version level of the most current commercially released version and in accordance with the VIWAPA standard SLA for servers and database (H)	AMI Solution Requirements / Business Process Mapping	Comply
	AO.3.2		MDMS will be maintained within 1 version level of the most current commercially released version and in accordance with the VIWAPA standard SLA for servers and database (H)	AMI Solution Requirements / Business Process Mapping	Comply
	AO.3.3		Test and production environments will be maintained for both AMI HES and MDMS (H)	AMI Solution Requirements / Business Process Mapping	Comply
	AO.3.4		Disaster recovery environments and procedures are in place for both AMI HES and MDMS (H)	AMI Solution Requirements / Business Process Mapping	Comply
	AO.8.0	Reporting Requirements			
	AO.8.1		MDMS must have a daily report to demonstrate compliance or lack thereof with Business requirement #1.a.	AMI Solution Requirements / Business Process Mapping	Project Specific Report
	AO.8.2		MDMS must have a daily report to demonstrate compliance, or lack thereof, with Business Requirement #1.b.	AMI Solution Requirements / Business Process Mapping	Project Specific Report
	AO.8.3		MDMS must have a daily report to demonstrate compliance, or lack thereof, with Business Requirement #1.c.	AMI Solution Requirements / Business Process Mapping	Project Specific Report

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	AO.8.4		<p>Daily snapshot report which answers the following questions:</p> <ul style="list-style-type: none"> a) Are all services and jobs running in AMI HES? No ERRORS in logs? b) Are all services and jobs running in MDMS? No ERRORS in logs? c) Are all “collectors” operational and at correct firmware? d) Are all “routers” operational and at correct firmware? e) Number of meters at each status (normal, lost, init failed, etc.) f) Actual vs. expected # meter reads received between midnight and 7AM g) All billing requests queued in MDMS for delivery 	AMI Solution Requirements / Business Process Mapping	Project Specific Report
	AO.8.5		<p>Daily AMI Operations Report, including the following:</p> <ul style="list-style-type: none"> a) Network Device availability yesterday b) Packet/traffic performance by Network Device c) Register read collection performance (at AMI HES) – # reads w/o retry, # reads w/ retry, # reads not collected d) Register read receipt performance (at MDMS) – #reads rcvd & validated, # reads rcvd & invalid, # reads not rcvd and estimated, # meters with no read e) Interval read collection performance (at AMI HES) – 100% rcvd, <100% & >0% rcvd, # meters w/ no interval reads f) Interval read receipt performance (at 	AMI Solution Requirements / Business Process Mapping	Project Specific Report

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
			MDMS) – 100% rcvd and valid, 100% rcvd or estimated, # meters w/ no interval reads (valid or estimated) g) Billing reads vs. requested – actual, estimated and not delivered h) Events by type		
	AO.8.6		# of failed devices found today, with failure reason	AMI Solution Requirements / Business Process Mapping	Project Specific Report
	AO.8.7		# of bad data synch issues found from CIS, Between MDM and AMI HES	AMI Solution Requirements / Business Process Mapping	Project Specific Report
	AO.8.8		# of MDM SR's worked and # MDM SR's not worked	AMI Solution Requirements / Business Process Mapping	Project Specific Report
	AO.8.9		# of poorly communicating devices	AMI Solution Requirements / Business Process Mapping	Project Specific Report

BPM	Requirement ID	High Level Requirement	Detail Requirements	Requirement Category	Compliance
	AO.8.10		Areas of network identified as needing additional infrastructure	AMI Solution Requirements / Business Process Mapping	Project Specific Report
	AO.8.11		Average number of hops for routers and meters	AMI Solution Requirements / Business Process Mapping	Project Specific Report
	AO.8.12		% unavailability for meters and routers	AMI Solution Requirements / Business Process Mapping	Project Specific Report
	AO.8.13		Meters reporting vs. Commissioned meters	AMI Solution Requirements / Business Process Mapping	Project Specific Report
	AO.8.14		Meters installed vs. Meters Provisioned vs. Meter commissioned	AMI Solution Requirements / Business Process Mapping	Project Specific Report
	AO.8.15		Billing determinants requested vs. Billing determinants supplied	AMI Solution Requirements / Business Process Mapping	Project Specific Report

17.Exhibit G: Initial Solution Architecture

See Section 4.2.2.

18.Exhibit H: UIQ Training Agenda and Syllabus

UIQ Training Agenda 1:

Daily - 8:00am to 3:30pm

Day	1	2	3	4	5	6
8:00	Setup	AMM.200: AMM System Operator	AMM.250: AMM System Manager	NC.200: Network Center	SEC.101: Intro to GenX Security*	TLS.200 - FSU and CT / TLS.210 / TLS.240
8:30	Intros and Overview					
9:00	UIQ.101: Introduction and Overview to the GenX AMI Solution*					
9:30						
10:00						
10:30						
11:00						
11:30						
12:00	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
12:30	UIQ.101 Cont	AMM.200 (cont'd)	AMM.250 (cont'd)	IDCM.200: Using and Administering the Itron Device Configuration Manager	G5R.130: Overview of G5R Meters with Field Tools	G5R.210: Using FDM Tools with Gen5Riva Meters
1:00						
1:30						
2:00	G5R.101: Gen5 Riva Meters and the Meter Lifecycle	G5R.110: Intro to G5R Meters with Power Outage Notification	ODS.200: Outage Detection System	MPC.200 - Meter Program Configurator	SEC.200: Secure FSUs and FSU-SAM	
2:30						
3:00						

Course Number	Summary	Recommended Audience
UIQ.101	Introduction the GenX UIQ Advanced Metering Solution: This course provides an overview of the capabilities of the GenX UIQ AMM	Users involved with an Itron GenX Smart Grid project, including managers/executives

AMM.200	AMM System Operator: This course provides information about how to use the AMM system to manage Smart Grid devices.	This course is intended for network managers, operators, or any user involved in the installation, operations and maintenance of the Itron GenX Smart Grid solution.
AMM.250	AMM System Manager: This course describes how to configure the AMM software used to effectively monitor and manage your GenX Smart Grid devices.	This course is intended for network managers, operators, or any user involved in the installation, operations and maintenance of the Itron GenX Smart Grid solution.
NC.200	Network Center: This course provides an overview of the capabilities of the Itron Network Center software,	This course is intended for network managers, operators, or any user involved in the installation, operations and maintenance of the Itron GenX Smart Grid solution.
FWU.200	Firmware Upgrader: This course provides an overview of the capabilities of the FWU. Learn how to use the GenX Firmware Upgrader	This course is intended for network managers, operators, or any user involved in the installation, operations and maintenance of the Itron GenX Smart Grid solution.
MPC.200	Meter Program Configurator Training: The MPC (Meter Program Configurator) course reviews the principles of meter programs and the use of the product	This course is intended for network managers, operators, or any user involved in the installation, operations and maintenance of the Itron GenX Smart Grid solution.
ODS.200	Outage Detection System: Course focuses on the Outage Detection module. Learn how the ODS system receives power loss and power restore signal, how they are reported in the system, and how it passes messages to downstream systems such as OMS systems for processing.	This course is intended for network managers, operators, or any user involved in the installation, operations and maintenance of the Itron GenX Smart Grid solution.

TLS	<p>Smart Grid Tools</p> <p>1.) TLS.200 Field Service Units - It describes the software offerings used with an FSU</p> <p>2.) TLS.210 Communications Tester - hands-on laboratory of managing communications Network Interface Cards using Field Service Units (FSU) and Communications Tester</p> <p>3.) TLS.240: Using Communications Tester with Gen5 Riva Meters - This hands-on course allows learners to use the Communications Tester software with Gen5 Riva Meters in order to do basic configuration and troubleshooting. We will cover use cases of common techniques used in field deployment and troubleshooting.</p>	Utility Field Engineers, Utility staff who manage and maintain field devices, Back-office personnel in charge of endpoint management
SEC.200	Secure FSU: This course provides an overview of the capabilities of the Secure Access Manager (SAM) used with the FSU.	Network engineers, operators, managers any user involved in the installation, operations and maintenance of the Itron GenX Smart Grid solution
SEC.101	Intro to Itron GenX Security: This lecture course covers the fundamentals of the Itron GenX hardware and software security solution.	
G5R.101	Introduction to Gen5 Riva Meters and the Meter Lifecycle: This course provides an overview of the lifecycle of the Gen5 Riva Meters. It includes the lifecycle of the device from manufacturing, through delivery, normal use, and retirement. Details of the features and functionality in the meter are also included.	Staff and contractors who are involved in an AMI project using Gen5 Riva meters
G5R.110	Introduction to Gen5 Riva Meters and Power Outage and Power Return Notification: This course outlines and explains the details of the power outage process for the Gen5 Riva meter. It includes details of not only the process	Staff and contractors who are involved in an AMI project using Gen5 Riva meters

	on the meter but how the power outage messages are passed through the mesh and into the head-end system.	
G5R.130	Overview of Gen5Riva Single and Polyphase Meters and associated Field Tools: This course provides an in-depth overview of the features and functionality of the Gen5Riva Single and Polyphase meters. along with an overview of the field tools needed to deploy, use, and troubleshoot Gen5 Riva meters. This lecture-only course introduces the hardware and software products needed for this solution. Those products include Itron Mobile Radios, Itron Field Service Units, Field Deployment Manger (FDM), FDM Mobile Tools client, and Communications Tester (CT), and the UIQ Suite.	Staff and contractors who are involved in an AMI project using Gen5 Riva meters
FDM.200	Basic Use and Operations and Overview of the FDM Client and Server: This hands-on course provides an introduction to the Field Deployment Manager (FDM) Server Client and Tools Client. It includes modules on Locate Functions and Information in the FDM Tools Server UI, Basic Security in FDM Tools, Working with the Multi-Mode Capable Devices Command Log, and Basic Use of FDM Tools with multi-mode capable devices.	Utility Field Engineers, Utility staff who manage and maintain field devices, Back-office personnel in charge of endpoint management
G5R.210	Using FDM Tools with Gen5 Riva Meters: This hands-on course allows learners to use the Field Deployment Manager (FDM) Tools Server and FDM Mobile Client with Gen5 Riva Meters in order to do basic configuration and troubleshooting. We will cover use cases of common techniques used in field deployment and troubleshooting.	Staff and contractors who are involved in an AMI project using Gen5 Riva meters
IDCM.200	Using and Administering the Itron Device Configuration Manager: This course presents an overview of the IDCM application, creation of Device Configuration Files and	Staff and contractors who are involved in an AMI project using Gen5 Riva meters

	exporting configuration files for use in other solutions. (Might include importing config files into FDM Server)	
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ATTACHMENT C TO THE ORDER DOCUMENT

Equipment Addendum

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Equipment Addendum

1. Additional Definitions.

The following defined terms are in addition to those defined in the Agreement General Terms and Conditions:

Deployment Period means the Agreement Effective Date through the completion of System Acceptance Test.

Electricity Meter (or Electric Meter) means a device used to measure and record one or more electrical quantities at a meter point. The meter's programming or configuration determines the numbers and types of quantities it can store.

Equipment means Contractor Equipment and Third-Party Equipment.

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

Contractor Equipment means equipment listed on an Order Document for sale to Authority under this Agreement that is manufactured and branded by or on behalf of SUPPLIER.

Network Devices means Access Points, Relays, and Socket Access Points.

Third-Party Equipment means equipment listed on an Order Document for sale to Authority under this Agreement that is not manufactured and branded by or on behalf of Contractor.

Warranty Period means the Contractor Equipment warranty period specified in the table in Section 9.

2. Ordering Equipment.

Upon execution of the Agreement, Itron will manage ordering of Equipment based upon agreed installation schedules.

3. Invoicing.

Contractor will invoice Authority for Equipment, and any related surcharges, and reimbursable shipping-related expenses, on the date the Equipment arrives at the port of entry and payment shall be made by Authority in accordance with the terms set forth in the Agreement.

4. Lead Times & Ship Dates.

- a. **TIME, QUANTITY, AND DELIVERY IS OF THE ESSENCE.** The Authority may purchase additional or spare Equipment by issuing a Purchase Order to Contractor. Contractor will assign a scheduled shipment date as close as possible to the Authority's requested date specified in an accepted Purchase Order based on Contractor's then-current lead times ("**Lead Times**"). Upon request, Contractor will inform Authority of current Lead Times. Contractor will work with contracted carriers to minimize any necessary delays, such as due to extreme weather. Contractor will acknowledge receipt by return email to the sender of each Purchase Order within 72 hours of receipt. Contractor will accept or communicate to Authority within one week of receipt of a Purchase Order specific reason(s) for any non-acceptance of a Purchase Order, e.g., incorrect part numbers or unit prices.
- b. **Documentation.** Contractor will provide a Shipping File and Test Results File for Contractor Equipment and of the agreed upon format to the designated SFTP server for automated processing by Authority. Contractor will ensure that the Device File is shipped to the MSaaS Support Center and loaded into the AMI HES prior to the receipt of the Equipment.

5. Equipment Firmware.

The purchase of Contractor Equipment includes a nonexclusive license under Contractor copyrights to use Firmware in Contractor Equipment. The license to any Firmware in Third-Party Equipment purchased by Authority through Contractor shall be between Authority and the manufacturer of the Third-Party Equipment.

6. Returns.

Except as otherwise agreed to in this Equipment Addendum, Contractor does not accept returns unless: (i) Contractor shipped a product or quantity other than as specified in the Purchase Order, and (ii) such product is unused. If the return is attributable to a Contractor error, then Contractor will reimburse Authority for the cost of the return of the product provided such return is provided in accordance with Contractor's then current RMA policy and procedures. Contractor's target RMA processing time from receipt of the returned Contractor Equipment to shipment of the repaired or replaced Equipment is forty-five (45) calendar days.

7. Warranty.

- a. **Contractor Equipment Warranty.** Except to the extent otherwise expressly agreed to by the Parties in writing in an Order Document, Contractor warrants to Authority that the Contractor Equipment will be (i) free from defects in materials and workmanship; and (ii) will comply with and perform in accordance with the applicable published Contractor documentation for the Contractor Equipment, including without limitation data sheets, reference guidance and specifications (collectively "**Specifications**") for the periods set forth below ("**Warranty Period**"). Any subsequent changes to the Specifications during the Warranty Period will not materially impair, diminish or remove Contractor Equipment functionality or performance of the Contractor Equipment purchased by Authority under this Order Document.

Product	Standard Warranty Period	Extended Warranty Period (if purchased)
Access Points (AP)	1 year from shipment	8 years (1+7 years)

Socket Access Point (AP)	1 year from shipment	8 years (1+7 years)
Relays	1 year from shipment	8 years (1+7 years)
Itron AMI Meters	3 years from shipment	8 years (3+5 years)
Field Service Unit (FSU)	1 year from shipment	None

- b. Warranty Remedy.** Except to the extent otherwise provided herein, Contractor's sole obligation and Authority's exclusive remedy in connection with the breach of a warranty provided under this Section 8 shall be for Contractor to, at its option and expense, (i) provide the Authority with a firmware or software fix to correct the nonconformity, (ii) repair non-compliant Contractor Equipment or provide Authority with new replacement Contractor Equipment after Authority has returned non-conforming Contractor Equipment properly packaged and prepaid to a repair facility designated by Contractor in accordance with Contractor's then-current RMA procedures, or (iii) if Contractor determines (in its reasonable judgment) that it is unable to provide a remedy specified in item (i) or (ii) of this section, Contractor will provide the Authority with a refund of the purchase price for the applicable Contractor Equipment. Contractor Equipment that is repaired or replaced pursuant to this Section 10 will be warranted for the remainder of the original warranty period or sixty (60) days, whichever is longer. During the Deployment Period, Contractor will pay the cost of returning non-conforming Contractor Equipment to the place of repair designated by Contractor and Contractor will pay the cost of delivering repaired or replacement Contractor Equipment to Authority. Following the completion of the Deployment Period, the Authority is responsible for any labor costs associated with removal or reinstallation of Contractor Equipment and the Authority will pay the cost of returning non-conforming Contractor Equipment to the place of repair designated by Contractor and Contractor will pay the cost of delivering repaired or replacement Contractor Equipment to Authority.
- c. Exclusions.** The warranty provided herein does not cover Contractor Equipment defects or nonconformities caused by: (i) changes or repairs made to Contractor Equipment without Contractor's prior written consent, (ii) use with cables, mounting kits, antennas, battery backups and other devices, Third-Party software or firmware that Contractor has not provided to Customer or approved in writing for use with Contractor Equipment, (iii) for Equipment stored or installed by the Authority, the Authority's or a Third-Party's (not under Contractor control) misuse, abuse, neglect, negligence, or failure to store, install, test, handle or operate Contractor Equipment in accordance with its Documentation, (iv) a Force Majeure event, or (v) incorrect data, or data entry or output by the Authority or a Third-Party not under Contractor's control. The Authority may request that Contractor repair Contractor Equipment damaged by any of the foregoing; if Contractor agrees to make such repairs, the Authority may be charged additional Fees.

- d. **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CONTRACTOR DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS INCLUDING, WITHOUT LIMITATION, (I) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (II) WARRANTIES OF TITLE AND AGAINST INFRINGEMENT AND (III) WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TO THE EXTENT ANY IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD.

8. **Excessive Failure Warranty.**

- a. **Definition.** “**Excessive Failure**” means the failure of three-and-a-half percent (3.5%) or more of the same model of installed Electricity Meters or eight percent (8%) or more of the same model of installed Network Devices to comply with the Warranty in Section 10(a) resulting from the same root cause, as verified by Contractor, within any rolling twelve (12) month period during the Warranty Period.
- b. **Exclusions.** An Excessive Failure shall not include any Electricity Meters or Network Devices that are outside the applicable Warranty Period at the time of failure or that are excluded from warranty coverage pursuant to Section 8(c) of this Equipment Addendum.
- c. **Process.** If the Authority reasonably believes that an Excessive Failure has occurred during the Excessive Warranty Period, the Authority shall promptly inform the Contractor. Upon receipt of such notice, the Parties shall work diligently to investigate and determine the occurrence of the suspected Excessive Failure. Authority shall provide reasonable support, as well as access to information, records, personnel, facilities, and systems, as reasonably requested by Contractor during the investigation of any suspected Excessive Failure. Each Party shall bear its own expenses incurred during the investigation of a suspected Excessive Failure. Upon verification of an Excessive Failure by Contractor, Contractor shall develop a resolution plan to address and remediate the Excessive Failure and include a quality assurance plan to prevent a similar failure in the future (the “**Excessive Failure Resolution Plan**”). The development of the Excessive Failure Resolution Plan shall be undertaken and completed in a diligent and prompt fashion.
- d. **Contractor Liability for Excessive Failure.** If the plan requires that the failed Electricity Meters or Network Devices be de-installed for repair or replacement, then Contractor will, at its expense, (a) provide qualified field labor to de-install defective Electricity Meters or Network Devices within Authority’s service territory in excess of the Excessive Failure threshold and install conforming replacements for such equipment pursuant to a mutually agreed upon statement of work, or (b) reimburse Authority’s actual, reasonable, and documented costs of performing such de-installation and re-installation work using its own resources in the form of a credit against amounts due by Authority under this Agreement, up to the amount set forth in the below table:

Equipment Type	Per Unit Reimbursement (Not to Exceed)
Electricity Meters	\$40

Access Points and Relays	\$1,500
Socket APs	\$80

- e. **Limitations.** The additional remedies for Excessive Failures during the Warranty Period under this Section 11 will only be available if Authority makes commercially reasonable efforts to: (i) promptly investigate all potentially defective Electricity Meters or Network Devices identified on Authority's most recent system performance and maintenance reports, (ii) promptly return all Electricity Meters and / or Network Devices that fail to satisfy the warranties set forth in Section 10 (Warranty) below the Excessive Failure threshold to Contractor in accordance with Contractor's then-current RMA process, (iii) promptly notify Contractor in writing once Authority believes, acting reasonably, that an Excessive Failure has occurred or is likely to occur, (iv) provides Contractor with access to relevant Authority records as necessary for Contractor to confirm Authority's compliance with the investigation, return and reporting requirements of this Section.

The remedies set forth in this Section 11 (Excessive Failure during Warranty Period), shall be Authority's sole remedy for breach of warranty specific to Excessive Failure during the Warranty Period.

9. Equipment End of Sale.

- a. **Notice.** Contractor will provide Authority with no less than a three hundred and sixty-five (365) day notice period before discontinuing the sale of any Contractor Equipment set forth in an Order Document, provided that pricing for such equipment remains valid and Authority has purchased such Contractor Equipment within the three hundred and sixty-five (365) day period preceding the date upon which notice is to be given. During the foregoing notice period, Authority may place non-cancellable non-returnable "last time buy" Purchase Orders for any Contractor Equipment identified in the end of sale notice. Authority must take delivery of all such Contractor Equipment ordered after receipt of such notification within the three hundred and sixty-five (365) day period of the Purchase Order acceptance date or within thirty (30) days from shipment availability, whichever is longer. Contractor's sole obligation with respect to the discontinuance of Third-Party Equipment is to provide Authority with any end of sale notice that Contractor receives from the Third-Party Equipment manufacturer.
- b. **Replacement Contractor Equipment.** Contractor will not end of sale any Contractor Equipment while the pricing for such Itron Equipment remains valid, other than as a result of a Force Majeure event, without making functionally equivalent replacement equipment available for purchase by Authority, provided such functionality is listed in the Contractor Documentation for such Contractor Equipment in use by Authority. Any such replacement equipment will be backwards compatible and interoperable with other Contractor Equipment and Service Offerings to the same extent as the Contractor Equipment it was designed to replace. Contractor may either (i) disable any new functionality or features provided by the replacement equipment, or (ii) if Contractor is unable to disable any new functionality or features in the replacement equipment, or Authority elects to purchase such new functionality or features, charge Authority the applicable fees for such new functionality or features

10. Third-Party Equipment Warranty.

Contractor 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 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. Contractor will assign to Authority all Third Party Equipment warranties provided by the Third Party Equipment manufacturer. Contractor will pass through to Authority and make commercially reasonable efforts to enforce on Authority's behalf, any warranties and remedies available from the Third Party Equipment manufacturer.

11. Survival.

The sections of this Addendum that require performance subsequent to termination shall survive termination or expiration of the Agreement or any Order Document or Statement of Work, including, without limitation, any and all warranties.

ATTACHMENT D TO THE ORDER DOCUMENT

Managed Software-as-a-Service Addendum

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Managed Software-as-a-Service Addendum to follow on next page**

Managed Software-as-a-Service Addendum

- 1. Relationship to General Terms and Conditions.** This Software-as-a-Service Addendum (this “Addendum”) is governed by the General Terms and Conditions of the Agreement and applicable Order Documents and Attachments related thereto.
- 2. Entire Addendum.** This Addendum consists of these General SaaS Terms and Conditions, which generally apply to all Service Offerings, and any attached Special Terms and Conditions, which apply to specific Service Offerings. Unless otherwise provided, references to this Addendum shall be deemed to encompass these General SaaS Terms and Conditions and any attached Special Terms and Conditions.
- 3. Order of Precedence.** In the event of any inconsistencies, ambiguities or conflicts between these General SaaS Terms and Conditions and the Special Terms and Conditions, the Special Terms and Conditions shall prevail, but only with respect to the applicable Service Offering.
- 4. Additional Definitions.** The following defined terms are in addition to those defined in the General Terms and Conditions of this Agreement:

Annual Adjustment means Itron’s annual price increase as set forth in the Order Document above.

Endpoint means an electric meter 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.

General SaaS Terms and Conditions means the terms and conditions set forth in the main body of this Addendum comprised of Sections 1 (“Relationship to General Terms and Conditions”) through 20 (“Roles and Responsibilities”).

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

Maintenance Services means services provided under the Maintenance and Support Services Addendum attached to the Agreement as may have been amended.

Minimum Subscription Term means the minimum number of SaaS Billing Cycles during which Customer is required to subscribe for each Service Offering, which shall be four (4) SaaS Billing Cycles following the applicable Service Offering Commencement Date, unless otherwise stated in the applicable Order Document or Pricing Summary.

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

Recovery Point Objective or RPO means the maximum tolerable time period 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.

SaaS Application Availability means the total number of minutes in a calendar month that the applicable Software is available and accessible by Customer via a Customer and Itron managed VPN tunnel, and that enables the Customer to perform its daily operational functions via (a) a web browser client, (b) web services interface and (c) thin client. Scheduled downtime and planned maintenance are excluded from this calculation. A determination of availability will be based on 24x7 accessibility, less any exclusions set forth in this Addendum.

Servers means the physical computer hardware 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 to SaaS, 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 is able to access such Service Offering, provided Customer shall test such access and notify Itron of any issues within seven (7) days from Itron providing valid access credentials.

Software means each machine readable (object code) versions of computer program 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. Where Customer has purchased Hybrid SaaS, license fees and fees for applicable Maintenance Services are not included within the Subscription Fees and must be paid separately. Where Customer is not purchasing Hybrid SaaS, fees for applicable Maintenance Services are included within the Subscription Fees.

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

UIQ Suite means UtilityIQ Suite headend software. Specifically for the Project, UtilityIQ Suite includes the following Software applications: Advanced Metering Manager (AMM), Meter Program Configurator (MPC), MultiSpeak adaptor, DLI service (file retrieval), and Control Platform (includes Firmware Upgrader (FWU) and Network Center). If Customer elects to purchase Outage Detection System (ODS), ODS will be included in the UIQ Suite.

5. Access Rights and Restrictions.

5.1. **Access Rights.** SaaS is only available for Itron Software identified in the table set forth in this Section 5.1 below for which Customer has purchased a Service Offering and paid all applicable fees. Subject to Customer's compliance with the Agreement (including payment of all applicable fees which, in the case of Hybrid SaaS (as defined in Subscription Fees definition above), shall include Software licensing fees and Maintenance Services support fees), Itron hereby grants to Customer, for the Subscription Term(s) purchased, a non-exclusive, non-transferable (except as provided for in the Agreement), 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 General Terms and Conditions of the Agreement).

Itron Software Eligible to Receive SaaS

- UIQ Suite
- Distributed Intelligence (DI)
- Operations Optimizer (OO)

- 5.2. **Restrictions on Use.** Customer and its authorized users may 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, except Customer may copy Documentation as necessary for internal business purposes only; (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 Rights; (h) publicly publish the results of any benchmark tests run on any Service Offering without Itron's written consent; (i) use any Service Offering or related Documentation to engage in any fraudulent, illegal or unauthorized act; (j) knowingly 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 Rights, 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, except as authorized by this Order Document, without Itron's prior written consent and the payment of any additional fees; or (n) access or use any Service Offering or related Documentation to build or support, and/or assist a third-party in building or supporting, products or services competitive to Itron or its providers.
- 5.3. **Content Restrictions.** Customer may not distribute, download, or place on any Itron or its providers' website or Server, or use with any Service Offering, any content that: (a) Customer knows infringes the Intellectual Property Rights 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 the Server without prior notice to Customer. Customer will indemnify, defend and hold Itron and its providers harmless for any claims, liabilities, losses, causes of action, damages, settlements, and costs and expenses (including, without limitation attorneys' fees and costs) arising from any third-party claims related to or generated by any Prohibited Content distributed, downloaded, or placed on any Itron or its providers' website or Server or used with any Service Offering by Customer.
- 5.4. **Breach of Restrictions.** Customer's breach of the restrictions set forth in Section 5.2 ("Restrictions on Use") or Section 5.3 ("Content Restrictions") shall constitute a material breach of the Agreement and may result in revocation and suspension or termination of all rights and licenses

granted under this Addendum with respect to the Service Offerings; provided Itron provides advance written notice to Customer and an opportunity to cure of no less than thirty (30) business days. Revocation does not preclude Itron from pursuing any legal and equitable remedies for Customer's breach of these restrictions.

- 5.5. **Software License Option.** Anytime during the Subscription Term, Customer shall have the right, at its discretion and with notice to Itron, to transition to a term license for on premise or third-party hosted implementation of UIQ Suite, for the remainder of the SaaS Subscription Term, provided that Customer will continue to pay the same fees under the Order Document, which will then be applied to maintenance and support (for the software that has been moved to an on-premise or third party hosted solution) rather than SaaS Subscription Fees, for the same duration of the SaaS Subscription Term.
6. **Invoicing and Payment.** Customer shall pay Subscription Fees in advance for each SaaS Billing Cycle for which it has purchased a Service Offering. Itron will invoice Customer for the One-Time Setup Fee and initial Subscription Fees for each Service Offering upon the Service Offering Commencement Date. Initial Subscription Fees shall be prorated based on the number of months remaining in the current SaaS Billing Cycle following the Service Offering Commencement Date. Itron may not discontinue a Service Offering during the Minimum Subscription Term as long as Customer is current on payment of Subscription Fees. If Customer discontinues a Service Offering prior to expiration of the Minimum 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 Subscription Term. 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.
7. **Monthly Application Availability Service Level.**
- 7.1. **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) SaaS Application Availability with respect to each production environment Service Offering will be at least 99.9%, measured and reported monthly beginning in the first full calendar month following the respective Service Offering Commencement Date ("Monthly SaaS Application Availability Service Level"). The Monthly SaaS Application Availability Service Level will be measured and calculated separately for each Service Offering. Itron records and data, including Customer generated incident/problem tickets and outage reports, will be the sole basis for all SaaS Application Availability Service Level measurements and calculations. In the event Itron becomes aware of any significant issues related to availability or functionality with Itron's Service Offerings, Itron shall notify the Customer's designated point of contact in accordance with Itron's Incident Management Program.
- 7.2. **Service Level Credits.** As Customer's sole and exclusive remedy for Itron's failure to meet the foregoing Monthly SaaS Application Availability Service Level, subject to the service level exclusions in Section 8.1 (Service Level Exclusions) below, Customer will be entitled to credits as follows:

SaaS Application Availability (production environments only)	
Monthly SaaS Application Availability performance	Credit (% of monthly Subscription Fee for applicable SaaS Application)
≥99.5% and <99.9%	2%
≥98.5% and <99.5%	4%
≥96.0% and <98.5%	10%

≥94.5% and <96.0%	12.5%
<94.5%	20%

- 7.3. **SaaS Application Availability Service Level Reporting.** Itron will measure and report out to the Customer the Service Levels on a monthly basis, each calendar month, starting with the Service Level Triggers defined below. That report will list UIQ performance against the Application Availability SLA in the prior month and any Service Level credits that may apply. Following each such report, Itron and Customer will discuss such. The Service Level credits due will be applied against Itron's charges for the second month following the month in which the credits were incurred, except at the end of a final SaaS term in which case credits may be applied first to other fees under the Order Document or if that is not possible, then to any other Customer purchase from Itron. Service Level reports will be available to Customer within thirty (30) days after the last day of the prior month.
- 7.4. **Chronic SLA Failure.** The above-referenced credits are Customer's sole and exclusive remedy for Itron's failure to meet the Monthly SaaS Application Availability Service Level; provided, however, that if the Monthly SaaS Availability Service Level is less than ninety percent (90%) for three (3) consecutive months at any time during the term of this Order Document (a "**Chronic SLA Failure**"), Itron shall provide Customer with a remediation action plan and schedule for such remediation upon Customer's request. Additionally, Customer may terminate this Order Document at its sole discretion for cause in accordance with Section 11.1 (Termination for Cause) of the Agreement based on such Chronic SLA Failure.

8. Service Level Exclusions; Disclaimers.

- 8.1. **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 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 pursuant to Section 19 ("Disaster Recovery") 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 11 ("Suspension or Restriction of Service") of this Addendum; and (d) conditions beyond Itron's reasonable control, including but not limited to: (i) failure of any backhaul between the Service Offering and the Endpoints not managed by Itron directly; (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 (other than Itron's contractors, subcontractors or suppliers) not in compliance with Customer's rights or obligations, 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 equipment, hardware, software, or services not provided by Itron or its subcontractors or otherwise authorized by Itron; and (ix) Customer's material delay in performing tasks designated as its responsibility in this Agreement.
- 8.2. **Disclaimers.**
- 8.2.1. **Third-Party Content.** Itron is not the owner of 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 and make commercially reasonable efforts to enforce on

Customer's behalf, any service levels, warranties and remedies received from such third-party provider.

8.2.2. 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. For any Third-Party Radio Devices identified by Itron as compatible with Service Offerings, Itron may provide reasonable support to address functional communication with such Service Offerings, if mutually agreed in writing. 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 attachment Radio Devices. Customer shall contact the supplier of such device for support.

- 9. Sizing of Software-as-a-Service.** Itron will size Service Offerings, Servers, and systems for Customer's specific deployment. System sizing depends upon the Service Offering and types of devices and sensors and may be a factor in determining Subscription Fees. Sizing criteria may include 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. Any material sizing changes above and beyond ten (10) percent of the applicable criteria during a Subscription Term will require a Change Order and may result in a change in Subscription Fees.
- 10. Conditions on Use of Service.** Customer will use the Service Offerings only in accordance with Itron user guides, the Agreement (including, this Addendum, the General Terms and Conditions, applicable Order Documents), and laws and government regulations. Except with respect to the QA environment, the rights of any user to access and use the Service Offerings cannot be shared or used by more than one individual (unless such license is reassigned in its entirety to another authorized user), provided Itron is not responsible for any issues related to such shared access by Customer, and Customer shall make every reasonable effort to prevent unauthorized third parties from accessing the Service Offerings.
- 11. Suspension or Restriction of Service.** Itron may suspend or restrict all or part of the Service Offerings at any time to protect the integrity and functionality of the Software, Servers, platforms, and systems ("System Integrity Impacts"), or for a material breach of Section 5.2 ("Restrictions on Use"), Section 5.3 ("Content Restrictions") or Section 10 ("Conditions on Use of Service") ("Breach Impacts") (collectively "System Impacts"), until such System Impacts are resolved. Itron will provide as much notice as is practical under the circumstances before suspension due to System Integrity Impacts. For suspension due to Breach Impacts, Itron will provide ten (10) business days' advance written notice to Customer and an opportunity to cure.
- 12. 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.
- 13. 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.
- 14. 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. Except with respect to the QA environment, User IDs may not be shared or used by more than one user.

15. 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. All planned maintenance will go through Itron change control which requires a project plan, back-out plan, customer approval, and mutually agreeable date and time of the maintenance window, subject to change in the event of storm or other electric emergencies. Should the Planned Maintenance window exceed the mutually agreed upon maintenance duration and the system is unavailable for normal operations, Itron will open a Severity 1 ticket and will continue to troubleshoot the issue until remediated. 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.

16. Unplanned Maintenance. Itron will provide Customer with notice of unplanned maintenance as soon as reasonably practical and a minimum of twenty-four (24) hours written notice unless fixing a Level 1 problem. Itron will use commercially reasonable efforts to minimize Service Offering disruptions.

17. Business Continuity.

17.1. 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 committed Services Levels. 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 (at least annually) test the restore capability of its business continuity solution and will provide a summary of the latest test results upon request by Customer. 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 an event of a failure. Business continuity is designed to provide recovery for component failures within a datacenter, this does not provide coverage for the loss or connectivity to a data center.

17.2. 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.

18. Transition Support Services.

Upon termination or expiration of this Addendum, at Customer's request and expense, and subject to mutual written agreement by the Parties, Itron will provide services to support the transition of any applicable Managed Services (as defined below) to a Customer-supported on-premise model or a replacement service provider of Customer ("**Transition Services**"). Transition Services may include, but are not limited to, network and data migration, handoff of required security credentials (keys, certs), and any necessary application configuration changes. In order to allow Customer to better understand the cost and scope of such Transition Services, the Parties agree to schedule and jointly develop a potential transition plan within twelve (12) months of the Effective Date, under which the hosting, management, and monitoring functions of the Service Offerings could be transitioned to a Customer-supported on-premise model or a replacement service provider of Customer. Any Transition Services provided by Itron shall be mutually agreed upon by the Parties and described in a separate agreement or statement of work, which shall describe the duration, scope, and additional fees and costs associated with such Transition Services.

Disaster Recovery. Disaster Recovery (“DR”) is an optional fee-based service that is offered by Itron for some product offerings. If purchased, Itron will provide DR in accordance with Exhibit D-3.

- 19. Roles and Responsibilities.** This Addendum and the Statement of Work list the respective responsibilities of Customer and Itron to implement the Service Offerings. Exhibit D-1 of this Addendum lists all the respective responsibilities of Customer and Itron to ensure reliable operation of the SaaS Service Offering.
- 20. Return of Customer Data.** Upon written request by Customer made within six (6) months after any expiration or termination of this Addendum, Itron shall at Customer’s direction promptly return or destroy and erase from all of Itron’s systems any Customer Data in its possession, custody or control, provided however, Itron may retain copies as part of archival records (including backup systems) that Itron keeps in the ordinary course of business.

EXHIBIT D-1

Roles and Responsibilities

Description (Note R=Responsible, A=Accountable, P=Participates, I Informed)	Itron	Customer
Back office network administration		
Maintain customer data center network and customer corporate network connections to support AMI application environments	R	
Maintain WAN backhaul network connections (APs and Socket APs to AMI system), monitoring and troubleshooting (including escalating to relevant provider (public WAN provider, utility, and so on)	R	
Maintain utility LAN-to-AMI system connectivity, including monitoring and troubleshooting (front haul)	R	
Maintain monitors to enable the NOC to respond to alerts and escalate internally and externally, as necessary	R	
Maintain B2B network connections (VPN/DSL) and associated security and access control measures to enable Remote Management	R	
Maintain back office network configuration Management	R	
Provide network connections (AP and Relays) capacity planning to support MPLS, IPSEC, VPN space planning	R	
Provide capacity planning procurement.	R	
Management of interfaces, integrations across Itron Systems (i.e. IEE, UIQ)	R	
Management of API's / creation of export files for integration out to other utility systems (MultiSpeak, CMEP, etc.)	R	
Management of API's / receiving Itron data files into other utility systems (MultiSpeak, CMEP, etc.)		R
Server administration/operating system (OS)		
Troubleshoot OS problems	R	
Manage file systems (i.e. snapshots, backups, data management)	R	
Maintain monitors to enable the NOC to respond to alerts and escalate internally and externally, as necessary	R	
Apply OS patches and updates, and test (Per Itron Engineering specifications to ensure compatibility. Itron to maintain OS and database versions to ensure support eligibility. Monthly patching with hotfixes and updates implemented as applicable through change control)	R	
Apply security related patches and test (Itron may deploy as an emergency change control and notify Customer after the fact)	R	
Create user (shell) accounts, as required	R	
Maintain all current software licensing requirements for applicable third-party software (Oracle, Red Hat Enterprise Linux, and so on)	R	
Maintain current hardware maintenance agreements for all equipment and servers in customer data center(s)	R	

Provide remote for activities requiring physical presence (power cycle hardware, escort vendors, and so on)	R	
Maintain server and OS configuration management	R	
Provide server capacity planning (specifically related to organic growth as defined in this addendum)	R	P
Provide capacity planning procurement (specifically related to organic growth as defined in this addendum)	R	
Storage administration - Performed by Systems Engineer		
Maintain external storage systems (SAN hardware and software), including updates, patches, and fixes (Monthly patching, hotfixes, and updates implemented as applicable through change control)	R	
Maintain current maintenance agreements for SAN hardware and software	R	
Implement and maintain storage file system for AMI applications, according to Itron performance specifications	R	
Maintain monitors to enable the NOC to respond to alerts and escalate internally and externally, as necessary	R	
Maintain SAN configuration management	R	
Provide storage capacity planning (specifically related to organic growth)	R	P
Provide capacity planning procurement (specifically related to organic growth)	R	
Database administration		
Maintain monitors to enable the NOC to respond to alerts and escalate internally and externally, as necessary	R	
Manage database table space usage and next extent sizes	R	
Perform database reorganizations	R	
Backup database redo (archive) logs	R	
Resolve database problems	R	
Apply database updates and patches, and test	R	
Perform regular (typically weekly) database purge/archive tasks ("retention")	R	
Maintain current all software licensing requirements for applicable third-party software (Oracle)	R	
Maintain database configuration management	R	
Provide database capacity planning	R	
Provide capacity planning procurement	R	
Backups		
Provide backup infrastructure (hardware/software)	R	
Perform regular backups	R	
Manage off-site backups (backup retention for 14 days)	R	
Monitor backup jobs	R	
Restore from backup media, as necessary	R	
Periodically validate/test backup restore procedure	R	
Maintain backup configuration management	R	
Application administration		
Install and configure application updates, patches, and fixes	R	
Maintain application tuning (configuration management)	R	

Maintain monitors to enable the NOC to respond to alerts and escalate internally and externally, as necessary	R	
Monitor and respond to alerts, and escalate internally and externally, as necessary	R	
Support Customer's testing of new AMI application releases and patching in lower environments (such as QA or Staging), and approve updates to upper environments (Production and Rapid Recovery), if applicable	R	A
Application Configuration during implementation and post implementation	R	A
Application Config, (i.e. Meter Config Profiles, Billing Windows (operational business related configurations)) in sustainment	A	R
Register and System type of Configuration Settings (in backend of UIQ)/ System caches / Oracle caches	R	
Change Control Activities within Itron are approved by Itron CAB and require Utility CAB participation and approval (Including but not limited to patching, upgrades, hotfixes, infrastructure changes, etc.) Itron Change Control submissions include a project plan, rollback plan, maintenance date and time, and customer approval.	R	A
AMI application administrative tasks		
Perform adds/deletes/change to AMI system user accounts (user administration via UIQ CAAS module)		R
Schedule/Run AMI application batch jobs	R	
Monitor critical-identified read and export batch jobs	R	
Coordinate batch jobs and backups	R	
Security		
Provide physical and logical security of equipment	R	P
Provide physical and logical security of data	R	
Itron Fronthaul and Backhaul Connectivity Responsibility (VPN, MPLS, Direct Connect Circuit (maintain Itron side of the VPN tunnel or circuit providing the fronthaul and backhaul connectivity))	R	
Customer Fronthaul and Backhaul Connectivity Responsibility (VPN, MPLS, Direct Connect Circuit (maintain Customer side of the VPN tunnel or circuit providing the fronthaul and backhaul connectivity))	R	R
Create and maintain security policies to equipment and data	R	I
Maintain security of configuration management	R	
Monitor and assess security strategies	R	
Respond to and remediate security incidents as applicable. Notify Customer per Itron Incident Management Program severity level	R	I
Support and participate in system security reviews and audits (application stack that runs to audit - Qualys)	R	
Conduct security penetration test of all critical Itron components (Application level testing)	R	P
Support and participate in penetration tests initiated and commercially responsible by Customer or a third-party engaged by Customer	P	R
Operations policies and procedures		
Maintain Help Desk, Tier 1 (AMI application operational issues raised by end user within customer)	R	P

Maintain Application Support Desk, Tier 2 (technical support to customer's support coordinators)	R	P
Provide onsite coordination and tracking of Customer Support issues (remediating field devices by Customer)	R	A
Allow direct escalation to Tier 3 (TAC and NOC) support personnel	R	
Modify Management policies and procedures	R	
Modify Management policies and procedures specific to Customer	R	A
Update Incident Management policies and procedures	R	A
Monitor logs for non-security events	R	
Monitor logs for security events and assess, remediate, document, and notify Customer as applicable	R	
Report on SLA and other performance measurements (provide SLA and performance measurement calculations when requested by Customer)	R	I
Review monthly performance and agree on Service Level credits	R	P
Provide Reports on Open Tickets, Status, Resolutions, etc. (Utilities can access Remedy to pull reports or autogenerate)	R	P
Perform and Deliver Root Cause Analysis Reports as required (Note for hosting only on P1 and w/in 5 bus days is standard - this would be a negotiation item as part of SaaS contracting)	R	P
Meter deployment management		
Provide meter installation (Update: The team responsible for installing the meters)	R	
Provide regular status updates on meter deployment progress and plans	R	
Provide properly formatted device files (MMF) for all meters	R	
Manage import of device files (MMF) for all meters into AMM	R	
Provide properly formatted location files for all meter installations, including GPS coordinates to SFTP	P	R
Retrieve location files from SFTP for all meters for import into AMM	R	
Provide monitoring and troubleshooting of meters remaining in Discovered or Removed states within AMM	R	I
Participate in as-needed planning, analysis, and status meetings (additional work post-contract to be handled through subsequent SOWs)	R	P
Provide monitoring and troubleshooting of meters remaining in installed, Initializing, InitFailed or Unreachable states within AMM. Initial investigations are the responsibility of Itron (see Network Operations below).	R	
Provide field investigation of meters as requested by Itron.	P	R
Provide configuration management of NICs (reconfigure meter NICs to match meter program information of type, if applicable)	R	
Apply firmware updates (and support testing) to meters as they come online, if applicable.	R	

Apply firmware updates (and support testing) to meters as new firmware versions are released	R	
Mesh network operations		
Provision and install APs, Socket APs and Relays (after Deployment Period and Optimization; relevant for organic growth of meter locations or device replacement)	P	R
Provision and install APs, Socket APs and Relays during the Deployment Period (Itron to upload location information into AMM for newly installed APs, Socket APs and Relays during the Deployment Period)	R	I
Provide properly formatted device files for all APs, Socket APs and Relays	R	
Provide properly formatted location files for all meter installations, including GPS coordinates (for all such devices moved or added after the Deployment Period or Optimization)	P	R
Manage import of device and location files for all APs, Socket APs and Relays into AMI system (for all such devices moved or added after the Deployment Period and Optimization).	R	
Validate APs and Socket APs after installation (after the Deployment Period and Optimization, relevant for organic growth of meter locations or device replacement)	P	R
Validate APs and Socket APs during the Deployment Period	R	
Participate in regularly scheduled operations status and customer support meetings (during the Deployment Period)	P	R
Participate in regularly scheduled operations and customer support meetings (monthly or during the quarterly business review (QBR))	R	P
Manage procurement/billing of WAN carrier (cellular operators)	R	
Apply firmware updates (and support testing), if applicable, to all deployed devices, including WAN modems	R	
Perform regular “network sweeps” to update firmware and configure newly deployed devices covered in the scope of the agreement	R	
Monitor reachability of APs, Socket APs and Relays (ADD Notification to utility if AP is down)	R	
Troubleshoot reachability of APs, Socket APs and Relays	R	
Perform network operation statistics gathering, analysis, trending, and reporting	R	
Provide field investigation of meters, APs, Socket APs and Relays (as requested and post Itron’s initial remote troubleshooting of devices) to help determine root cause of meter deployment issues	R	I
Provide meter hardware replacement and maintenance after Deployment period		R
Provide AP and Relay hardware replacement and maintenance after Deployment period		R
Provide AP and Relay configuration management	R	
Provide AP and Relay capacity planning (specific to territory expansion beyond what was contractually defined)	R	A
Provide AP and Relay procurement		R
Initiate remote disconnects/reconnects		R

Perform export verification through deployed Itron monitors	R	
Perform meter read verification through deployed Itron monitors	R	
Conduct performance reporting auditing	R	P
Perform SLA tracking (SLA and performance measurement calculation provided at Customer's request)	R	I
Perform regulatory requirement tracking		R
Perform remote meter program changes	R	A
Perform new meter program configuration and approval		R
Perform firmware upgrades and auditing	R	
Perform data maintenance within the application, incorporating both meter and installation (location) information (meter change / location issue)	R	I
Perform device swaps within the application	R	I
Coordinate field visits for faulty/suspect devices as requested by Itron	P	R
Apply changes to interrogation schedules	R	A
Monitor and Report on Success of interrogation schedules	R	
Identify Meters Not Communicating and perform back office analysis and troubleshooting	R	
Disaster recovery		
Participate in annual rapid recovery walk-through exercise and test failover drills	R	P
Maintain and update rapid recovery plan in accordance with changes to the environment (Update annually)	R	P
Test customer data connections and backup communications with Itron	P	R
Maintain network connectivity between data center(s) (primary and secondary) to meet the design requirements (RPO)	R	
Provide adequate notice of rapid recovery walk-through schedule (annual Disaster Recovery failover exercise schedule)	P	R
Maintain and provide an overall customer rapid recovery plan, encompassing AMI application dependencies (including acceptance criteria) (Itron to provide Disaster Recovery method of procedure (MOP) for Customer to include in their rapid recovery plan)	P	R
Coordinate with Customer regarding returning from failed over status back to primary data center	R	P

EXHIBIT D-2

Managed Services Special Terms And Conditions

Special Terms and Conditions – Managed Services. The Special Terms and Conditions contained within this Section apply to Itron's Managed Services Service Offering.

1. Managed Services – Descriptive Overview.

- 1.1.** When Customer subscribes to Managed Services, as part of the overall Service Offering Itron will provide SaaS for the applicable Software, plus Itron will also assume some of Customer's SaaS-related operational responsibilities, including management of reads from monitored and available Endpoints or Provisioned and Optimized Endpoints (as applicable), collecting data, and delivering data files or messages to Customer at agreed-upon intervals in agreed upon data formats. Itron will attempt to remotely diagnose and resolve Endpoint exceptions, including events and alarms, detected by Itron or reported by Customer. If the exception cannot be resolved remotely, Itron will notify Customer that Customer must perform in-field investigation and replacement.
- 1.2.** Managed Services are only available for Itron Software identified in the table set forth in this Section 1.2 below for which Customer has purchased such Managed Services and paid all applicable fees.

Itron Software Eligible to Receive Managed Services
UIQ Suite

- 1.3. Managed Services – Definitions.** The following defined terms are applicable to these Special Terms and Conditions for Managed Services:

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

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

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

Equipment has the meaning set forth in the Equipment Addendum.

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

Optimization is a UIQ term which means the procedure by which the layout of the network, Equipment configuration and implementation have been validated ("Optimized") by performing active and passive tests to confirm that performance and redundancy meet the design specifications and other requirements of the Agreement. Optimization is to be executed on an area-by-area basis (or specified portion thereof), after a minimum of 99.5% of the Endpoints have been deployed to achieve the required level of saturation of the area. Itron will complete Optimization every six (6) months, if necessitated by the addition of new Endpoints, while Managed Services are active.

Provisioned means an Endpoint that is located in an area of the NAN and which is in any of the following operational states within the UIQ System: "active," "inactive," or "disconnected," but which is not: (i) in a "new," "discovered," "installed," "initializing," "unreachable" or "init failed"

state; or (ii) considered to be in the process of being deployed or being repaired under warranty. Endpoint operational states are defined in the Meter Lifecycle Reference document. Typically, UIQ is configured so a meter is set to “unreachable” if it’s not read within 72 hours.

Service Level Trigger means satisfaction of the particular condition(s) noted in these Special Terms and Conditions.

- 2. Roles and Responsibilities.** This Addendum and the Statement of Work list the respective responsibilities of Customer and Itron to implement the Service Offerings. Exhibit D-1 of this Addendum lists all the respective responsibilities of Customer and Itron to ensure reliable operation of the SaaS Service Offering.

2.1. SaaS and Managed Services Installation and Setup. Subject to Section 2 (Roles and Responsibilities) above, the Statement of Work and Exhibit D-1, and payment of applicable fees, Itron will:

- (a) provide, at its expense, the facilities, operating infrastructure, Itron Intellectual Property, Personnel, equipment, software, training and other resources necessary to provide the Service Offerings (collectively called the “**Resources**”),
 - 1. to the extent necessary or appropriate to provide the Service Offerings: (i) maintain licenses for all third party software installed on the Servers and used in the provision of the Service Offerings; (ii) obtain maintenance and support for, update, upgrade, enhance and implement security and operating system fixes and new versions of third party software installed on the Servers and used in the provision of the Service Offerings; and (iii) maintain all other licenses, registrations, authorizations and filings necessary for it to perform its responsibilities in connection with the Service Offerings including paying all fees and taxes associated with such licenses, registrations, authorizations and permits,
 - 2. provide sufficient project management resources in connection with the provision of the Service Offerings,
 - 3. physically and logically isolate all Customer data and operate each Service Offering environments as a separate instance from those of its other clients at all times,
 - 4. comply with such applicable legal and regulatory requirements as relate to the Service Offerings,
 - 5. control and maintain the security of all identification codes and passwords in relation to the Service Offerings and access by any Itron Personnel and promptly report to Customer any errors or irregularities in the Service Offerings or any unauthorized use of any part thereof of which it is aware, and
 - 6. establish the necessary system or systems to enable it to prepare and provide to Customer on a regular basis the reports through which Customer may monitor the provision of the Services Offerings and the Service Levels.

- 3. Service Levels – Managed Services.** This Section 3 of the Special Terms and Conditions for Managed Services sets forth the service levels for Managed Services. Such service levels are only available for

Itron Software identified in the tables set forth below for which Customer has purchased Managed Services and paid all applicable fees.

- 3.1. Service Level Metrics.** Subject to the procedures described below, Itron will provide Service Level credits to Customer if Itron fails to meet the Service Levels specified below (“Service Levels and Service Level Credits”). If Itron fails to meet more than one Service Level in a single measurement period, Customer will be entitled only to the highest applicable Service Level credit across all metrics. No Service Level credits will apply if Customer is not current in its payment obligations under this Order Document. Credits are exclusive of any applicable taxes charged to Customer or collected by Itron. THE SERVICE LEVEL CREDITS ARE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY FOR ITRON’S FAILURE TO MEET ANY SERVICE LEVEL AGREEMENT PROVIDED, HOWEVER, THAT IF ANY SERVICE LEVEL IS NOT ACHIEVED FOR THREE (3) CONSECUTIVE MONTHS, ITRON SHALL PROVIDE CUSTOMER WITH A REMEDIATION ACTION PLAN AND SCHEDULE FOR REMEDIATION.
- 3.2. Reporting.** Itron will measure and report Service Levels on a monthly basis, each calendar month, starting with the Service Level Triggers defined below. That report will list UIQ performance against all Service Levels in the prior month and any Service Level credits that may apply. The Service Level credits due will be applied against Itron’s charges for the second month following the month in which the credits were incurred, except at the end of a final SaaS term in which case credits may be applied first to other fees under the Order Document or if that is not possible, then to any other Customer purchase from Itron. Service Level reports will be available to Customer within thirty (30) days after the last day of the prior month.
- 3.3. Tracking Optimized Meters.** Itron Managed Service SLAs in this Section 3 are for meters that are Provisioned and Optimized. Optimization status is not tracked by area (e.g., Area A is Optimized) but by individual service point identifier (a unique non-changing number that identifies each meter socket where a meter will be deployed). If a meter in an Optimized Service Point ID is replaced by another meter, the new meter installed in the same Service Point is automatically considered for the SLA calculation. At the end of each Optimization, Itron will provide the list of Service Point IDs that are Optimized to Customer.
- 3.4. Pre-Optimization SLAs.** During the Deployment Period, until Meters can be Optimized (e.g., while waiting for Optimization Areas to reach 98% deployment saturation, or for remediation work recommended by Optimization to be completed), Itron will measure the pre-Optimization Read performance Service Levels as set forth in this Section 3.3 (“**Pre-Optimization SLAs**”), for meters while the meters await Optimization.

 - (a) The Pre-Optimization SLAs will apply to a meter when: it (1) becomes a Provisioned Meter, and (2) has been read successfully for five (5) consecutive days.
 - (b) The Pre-Optimization SLAs will apply once there are at least 3,000 meters eligible for the SLAs to eliminate distortions caused by a small number of meters.
 - (c) Once an area is Optimized and the list of Service Point IDs is marked as Optimized, those Service Point IDs will be removed from the Pre-Optimization SLA calculation.
 - (d) Meters deployed in an Optimized area after the area has been Optimized, will be included for Pre-Optimization SLAs until the next Optimization occurs during the Deployment Period.
 - (e) After the Deployment Period, the Pre-Optimization SLAs will no longer apply, provided that Itron agrees that any meter installed in new locations after the Deployment Period will

become Optimized within six (6) months without cost to Customer, except if additional Equipment is required

3.4.1.Pre-Optimization Daily Register Read Service Level.

- (a) **Service Level Trigger.** The Service Level Trigger for the Pre-Optimization Daily Register Read Service Level occurs when the applicable Meters are Provisioned.
- (b) **Service Level.** For newly available data on the Endpoint, the UIQ System will gather and process Anchor Reads from Provisioned Meters and make available, via the “export” mechanism, at least ninety-six percent (96%) of Anchor Reads captured at midnight each day, by 8:00 a.m. local time the next day (“**Pre-Optimization Daily Register Read Service Level**”).
- (c) **Service Level Calculation.** The following formula is used to show how this metric is calculated:
- a. For each day in the calendar month, starting on the second day of the calendar month, parse the UIQ exports to gather the anchor reads timestamped from the prior midnight and included in the exports by 8:00AM.
 - b. Numerator: Aggregate the total number of anchor reads timestamped at 00:00 that were collected from the previous day from Integrated Meters marked as Provisioned and Optimized with a state in UIQ of Active, Inactive, or Disconnected and delivered to UIQ for export by 8:00AM, as confirmed by the timestamp of the meter read. As an example, for the daily performance of October 3, parse all of the UIQ exports between 00:00 on October 3 and 08:00 on October 3 and count the number of anchor reads with a timestamp of 00:00 October 3.
 - c. Denominator: Total Integrated Meters marked as Provisioned with a state in UIQ of Active, Inactive, or Disconnected multiplied number of expected Anchor Reads per Day
 - d. The final SLA is calculated by averaging the performance of every day of the given calendar month
- (d) **Service Level Credits.** Subject to the service level exclusions set forth in Section 8.1 (Service Level Exclusions) of the General SaaS Terms and Conditions, Customer will be entitled to the following credits as its sole and exclusive remedy for Itron’s failure to meet the foregoing Pre-Optimization Daily Register Read Service Level:

Pre-OptimizationDaily Register Read Service Level Credits (production environments only)	
Daily performance averaged over the calendar month	Service Level Credit (% of monthly Managed Services Subscription Fee with respect to the applicable Itron SaaS Application)
> 96%	0%
< 96% and >= 93%	5%
<93% and >= 90%	10%
<90% and >= 85%	15%
<85.0%	20%

3.4.7 Pre-Optimization Daily Interval Read Service Level.

(a) **Service Level Trigger.** The Service Level Trigger for the Pre-Optimization Daily Interval Read Service Level occurs when the applicable Meters are Provisioned.

(b) **Service Level.** For newly available data on the Endpoint, the UIQ System will gather and process Interval Reads from Provisioned Meters and deliver, via the “export” mechanism of the UIQ System, at least ninety-six percent (96%) of Interval Reads timestamped between 00:00 and 23:59:59 the prior day and collected throughout the day and make available for export by 8:00AM of the current day (“Daily Interval **Read Service Level**”).

(c) **Service Level Calculation.** The following formula is used to show how this metric is calculated:

- a. For each day in the calendar month, starting on the second day of the calendar month, parse the UIQ exports between 00:00 on the prior day to 08:00 of the current day to gather the interval reads timestamped between 00:00 and 23:59:59 from the prior day
- b. Numerator: Aggregate the total number of interval reads that were timestamped between 00:00 and 23:59:59 of the previous day from Integrated Meters marked as Provisioned and Optimized with a state in UIQ of Active, Inactive, or Disconnected and exported by 8AM the following day, as confirmed by the timestamp of the intervals. For clarity as an example, for daily performance on October 3, parse the UIQ exports between 00:00 on October 2 through 08:00 on October 3 and count all the intervals with a timestamp between 00:00 on October 2 and 23:59 on October 2.
- c. Denominator: Total Integrated Meters marked as Provisioned with a state in UIQ of Active, Inactive, or Disconnected multiplied number of expected Interval Reads per Day
- d. The final SLA is calculated by averaging the performance of every day of the given calendar month

(d) **Service Level Credits.** Subject to the service level exclusions set forth in [Section 8.1](#) (Service Level Exclusions) of the General SaaS Terms and Conditions, Customer will be entitled to the following credits as its sole and exclusive remedy for Itron’s failure to meet the foregoing Pre-Optimization Daily Interval Read Service Level:

Pre-Optimization Daily Interval Read Service Level Credits (production environments only)	
Daily performance averaged over the calendar month	Credit (% of monthly Managed Services Subscription Fee with respect to the applicable Itron SaaS Application)
$\geq 96\%$	0%
$< 96\%$ and $\geq 93\%$	1%
$< 93\%$ and $\geq 90\%$	3%
$< 90\%$ and $\geq 85\%$	5%
$< 85.0\%$	10%

3.5. Optimized Data Service Level.

3.5.1. Service Level Applicability. The Daily Register Read Service Level, Daily Interval Read Service Level, Near Real-Time Read Service Level, and Connect and Disconnect Service Level (collectively, the “Optimized Data Service Level”) set forth in this Section 3.5 apply

to the Itron Software identified in the following table for which Customer has purchased Managed Services and paid all applicable fees:

Itron Software Eligible to Receive Data and On-Demand Read Service Level
UIQ: Advanced Metering Manager

3.5.2.Daily Register Read Service Level.

(a) **Service Level Trigger.** The Service Level Trigger for the Daily Register Read Service Level occurs when the applicable Endpoints are Provisioned and Optimized.

(b) **Service Level.** For newly available data on the Endpoint, the UIQ System will gather and process Anchor Reads from Provisioned and Optimized Endpoints and make available via the “export” mechanism, at least ninety-nine and one-half percent (99.5%) of Anchor Reads captured at midnight each day, by 8:00 a.m. local time the next day (“**Daily Register Read Service Level**”).

(c) **Service Level Calculation.** The following formula is used to show how this metric is calculated:

- a. For each day in the calendar month, starting on the second day of the calendar month, parse the UIQ exports to gather the anchor reads timestamped from the prior midnight and included in the exports by 8:00AM.
- b. Numerator: Aggregate the total number of anchor reads timestamped at 00:00 that were collected from the previous day from Integrated Meters marked as Provisioned and Optimized with a state in UIQ of Active, Inactive, or Disconnected and delivered to UIQ for export by 8AM, as confirmed by the timestamp of the meter read. As an example, for the daily performance of October 3, parse all of the UIQ exports between 00:00 on October 3 and 08:00 on October 3 and count the number of anchor reads with a timestamp of 00:00 October 3.
- c. Denominator: Total Meters marked as Provisioned and Optimized with a state in UIQ of Active, Inactive, or Disconnected multiplied number of expected Anchor Reads per Day.
- d. The final SLA is calculated by averaging the performance of every day of the given calendar month.

(d) **Service Level Credits.** Subject to the service level exclusions set forth in [Section 8.1](#) (Service Level Exclusions) of the General SaaS Terms and Conditions, Customer will be entitled to the following credits as its sole and exclusive remedy for Itron’s failure to meet the foregoing Provisioned Endpoint Daily Register Read Service Level:

Daily Register Read Service Level Credits (production environments only)	
Daily performance averaged over the calendar month	Service Level Credit (% of monthly Managed Services Subscription Fee with respect to the applicable Itron SaaS Application)
> 99.5%	0%
< 99.5% and >= 99.0%	2%
<99.0% and >= 98.0%	5%

Daily Register Read Service Level Credits (production environments only)	
Daily performance averaged over the calendar month	Service Level Credit (% of monthly Managed Services Subscription Fee with respect to the applicable Itron SaaS Application)
<98.0% and >= 96.0%	10%
<96.0%	20%

3.5.3.Daily Interval Read Service Level.

(a) **Service Level Trigger.** The Service Level Trigger for the Daily Interval Read Service Level occurs when the applicable Meters are Provisioned.

(b) **Service Level.** For newly available data on the Endpoint, the UIQ System will gather and process Interval Reads from Provisioned Meters and deliver, via the “export” mechanism of the UIQ System, at least ninety-nine and one-half percent (99.5%) of Interval Reads timestamped between 00:00 and 23:59:59 the prior day and collected throughout the day.

(c) **Service Level Calculation.** The following formula is used to show how this metric is calculated:

- a. For each day in the calendar month, starting on the second day of the calendar month, parse the UIQ exports between 00:00 on the prior day to 08:00 of the current day to gather the interval reads timestamped between 00:00 and 23:59:59 from the prior day
- b. Numerator: Aggregate the total number of interval reads that were timestamped between 00:00 and 23:59:59 of the previous day from Integrated Meters marked as Provisioned and Optimized with a state in UIQ of Active, Inactive, or Disconnected and exported by 8AM the following day, as confirmed by the timestamp of the intervals. For clarity as an example, for daily performance on October 3, parse the UIQ exports between 00:00 on October 2 through 08:00 on October 3 and count all the intervals with a timestamp between 00:00 on October 2 and 23:59 on October 2.
- c. Denominator: Total Meters marked as Provisioned and Optimized with a state in UIQ of Active, Inactive, or Disconnected multiplied number of expected Interval Reads per Day.
- d. The final SLA is calculated by averaging the performance of every day of the given calendar month.

(d) **Service Level Credits.** Subject to the service level exclusions set forth in Section 8.1 (Service Level Exclusions) of the General SaaS Terms and Conditions, Customer will be entitled to the following credits as its sole and exclusive remedy for Itron’s failure to meet the foregoing Provisioned Endpoint Daily Interval Read Service Level:

Daily Interval Read Service Level Credits (production environments only)	
Daily performance averaged over the calendar month	Credit (% of monthly Managed Services Subscription Fee with respect to the applicable Itron SaaS Application)
> 99.5%	0%

<99.5% and >=98.5%	2%
<98.5% and >=97.5%	5%
<97.5% and >=96.0%	10%
<96.0%	15%

3.5.4.Near Real-Time Read Service Level. The AMI system will meet the requirement of having available 5-minute (commercial) or 15-minute (residential) interval data every 15 minutes for Provisioned and Optimized Meters

(a) **Service Level Trigger.** The Service Level Trigger for the Near Real-Time Read Service Level occurs when the applicable Endpoints are Provisioned and Optimized. As each meter is Optimized (for clarity, any new meter installed in an Optimized Area automatically becomes Optimized), Itron will identify the Endpoints that will be added to the set of Provisioned and Optimized Endpoints subject to the Near Real-Time Read Service Level.

(b) **Service Level.** For newly available intervals (e.g. the 15-minute interval or the three (3) 5-minute intervals) available on the Endpoint, the UIQ System will gather and process interval reads every 15 minutes from Provisioned and Optimized Endpoints and make available to the “export” mechanism of the UIQ System at least ninety-five percent (95.0%) of interval reads timestamped by the meter in the last 15 minutes, with the next 15 minutes (“**Near Real-Time Read Service Level**”). As an example, interval reads timestamped at between 02:45 and 03:00 will be retrieved and exported by 03:15.

(c) **Service Level Calculation.** The following formula will be used to calculate this Service Level:

- For each 15 minutes of each day, starting on the first calendar day of each month, parse the UIQ database to gather the read interval timestamped within 15 minutes of the end of interval from the prior 15 minute period along with the time that the interval was acquired.
- Numerator: Aggregate total number of interval reads from Meters marked as Optimized with a state in UIQ of Active, Inactive or Disconnected that were timestamped the period 15 minutes. As an example, if the collection(s) which are completed between 03:00 and 03:15 AM have 100,000 intervals timestamped between 02:45 and 03:00, the Numerator for the daily calculation is increased by 100,000 meters.
- Denominator: The total number of Meters marked as Optimized with a state in UIQ of Active, Inactive or Disconnected at the beginning of the day multiplied by the number of intervals expected in each 15 minute period.
- The final SLA is calculated by averaging the performance of every 15 minutes of every day of each calendar month.

(d) **Service Level Credits.** Subject to the service level exclusions set forth in [Section 8.1](#) (Service Level Exclusions) of the General SaaS Terms and Conditions, Customer will be entitled to the following credits as its sole and exclusive remedy for Itron’s failure to meet the foregoing Provisioned and Optimized Endpoint Data Read Service Level:

Near Real-Time Read Service Level Credits (production environments only)	
Every 15-Minute interval read performance averaged over the calendar month	Credit

	(% of monthly Managed Services Subscription Fee with respect to the applicable Itron SaaS Application)
$\geq 95.0\%$	0%
$< 95.0\%$ and $\geq 92.5\%$	2%
$< 92.5\%$ and $\geq 90.0\%$	5%
$< 90.0\%$	10%

3.5.5.Connect and Disconnect Service Level. The Connect and Disconnect Service Level set forth in this Section 4.4 applies to the Itron Software identified in the following table for which Customer has purchased Managed Services and paid all applicable fees:

Itron Software Eligible to Receive Data and Connect and Disconnect Service Level
UIQ: Advanced Metering Manager

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

(b)**Service Level.** The UIQ System will successfully execute at least (98.0%) of all (i) on-demand remote connect and (ii) on-demand remote disconnect requests made by Customer for Provisioned and Optimized Endpoints which are actively communicating (“**Connect and Disconnect Service Level**”) within 120 seconds. An on-demand remote connect request or on-demand disconnect request is a single transaction to a single Endpoint, initiated by a single user of the UIQ system. For the purposes of calculating this Service Level, multiple attempts to connect with a single device within a twenty (24) hour period will count as one failed attempt; on-demand remote connect request or on-demand disconnect request (single or batch) targeted at an Endpoint which was not read in previous 24 hours will be excluded. Service level credits will apply only if there is a minimum of 500 on-demand remote connect request or on-demand disconnect request in the applicable month.

(c) **Service Level Credits.** Subject to the service level exclusions set forth in Section 8.1 (Service Level Exclusions) of the General SaaS Terms and Conditions, and provided that the minimum number of on-demand remote connect request or on-demand disconnect requests has been met pursuant to the table below, Customer will be entitled to the following credits as its sole and exclusive remedy for Itron’s failure to meet the foregoing Connect and Disconnect Service Level:

Connect and Disconnect Service Level Credits (production environments only)	
% of Connect and Disconnect Requests Successfully Executed in the Applicable Month	Credit* (% of monthly Managed Services Subscription Fee with respect to the applicable Itron SaaS Application)
≥98.0% and 100.0%	0%
≥95.0% and <98.0%	2%
≥90.0% and <95.0%	5%
≤90.0%	10%
*Credits will apply only if there is a minimum of 500 on-demand connect or disconnect requests in the applicable month. Multiple attempts to connect with a single device within a twenty-four (24) hour period will count as one failed attempt.	

4. Environments

The following environments are defined under Managed Services

<u>Environment</u>	<u>Product/Application</u>	<u>Provision</u>
Production	UIQ	Scaled for full endpoint deployment
Production	UIQ	Data retention: 45-days
Disaster Recovery	UIQ	Scaled for full production endpoint deployment
Lower-Tiered (Test)	UIQ	Scaled to 1,000 endpoints

EXHIBIT D-3

Disaster Recovery Terms and Conditions

1. Definitions.

“Recovery Point Objective” or “RPO” means the maximum tolerable time period 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.

1.1 Disaster Recovery. Disaster Recovery (“DR”) is an optional service that is offered by Itron to hosted customers who purchase DR for an additional fee. Upon Customer’s purchase of DR services and payment of applicable fees as set forth in the Order Document or Pricing Summary, Itron will maintain DR services at a dedicated facility that is equipped to facilitate hosted operations, meter reading and interrogations, and Field Area Network (“FAN”) communications in the event DR is needed.

1.2 RPO and RTO Objectives. The Recovery Point Objective (RPO) for DR is four (4) hours. The Recovery Time Objective (RTO) for DR is twelve (12) hours. As Customer’s sole and exclusive remedy for Itron’s failure to meet the foregoing RPO and RTO objectives, Customer will be entitled to credits as follows:

Disaster Recovery Service Level Credits (disaster recovery environment only)	
# of hours of data loss beyond the maximum allowable 4 hours Recovery Point Objective (RPO)	Credit (% of monthly Managed Services Subscription Fee with respect to the applicable Disaster Recovery offering)
≥2	0%
≥4	5%
≥6	20%
>8	30%

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

1.4 Annual Testing. Upon mutual agreement, separate SOW and for identified cost, Itron can exercise the full DR capabilities once per calendar year on Customer’s production environments and provide the results of each such test to the Customer. In the event of a DR test or exercise, no additional costs shall apply and cost only apply for additional tests unless there is an issue.

1.5 Additional Detail.

Replication and Failover Process

- Primary Disaster Recovery Switch

- Secondary Disaster Recovery Switch
- Standby infrastructure in geographically diverse location
- Replication of database via Oracle Data Guard
- Replication of application information via rsync
- DNS update for CNAMEs
- Network connections and routing pre-established (VPN, backhaul connection)
- “Over and back” exercise requires make-up read
- Exercise is 12-16 hours in duration

DR Method of Procedure (MOP)

- In collaboration with Customer
- Itron will create a MOP that outlines the environments, servers, connection points, and Itron and Customer points of contact.
 - The MOP defines the failover process as well as the validation points post failover.
 - Itron will provide Customer instructions to access MOP.
 - Recovery Point Objective and the Recovery Time Objective...4-hour RPO/12-hour RTO as set forth in the Disaster Recovery Terms & Conditions.
 - Failover procedure and validation points.

Declaration of a Disaster

- Itron will consult with Customer in the event of a disaster to discuss the failover and outline the expectations as the failover progresses.
- If a disaster is imminent, Itron will inform Customer that a DR failover will take place.
- In the event of a DR failover exercise, Itron and Customer will plan and schedule a failover exercise.
- DR failover is reserved for actual disaster events (loss of a datacenter, loss of communication with a datacenter for an indeterminate amount of time.)
- A corrupt database or the loss of a virtual machine would not be characterized as a DR failover event. Restoring from backup is characterized as Business Continuity and not Disaster Recovery.

1.6 Products Eligible for Disaster Recovery.

Production UIQ Suite

EXHIBIT D-4

Operations Optimizer Terms and Conditions

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

1. User IDs and Passwords

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

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

2. Roles and Responsibilities

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

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

Perform regular system, database, and custom component backups in accordance with selected service level.	P	
Maintain the applicable standard operating procedures and run books to maintain, monitor and operate the hosted environment.	P	

ATTACHMENT E TO THE ORDER DOCUMENT

Wireless Data Service Addendum

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Wireless Data Service Addendum to follow on next page**

Wireless Data Service Addendum

Itron is not a cellular carrier and relies on its contracted wireless carriers to provide Wireless Data Services. The delivery of these services is subject to the mandatory requirements set by the wireless carriers, which, among others, are influenced by a complex regulatory environment. As such, to ensure continuous compliance with these regulations and wireless carriers' requirements, Itron is limited in its ability to accommodate proposed changes to the terms below.

1. **Relationship to General Terms and Conditions.** This addendum is governed by the General Terms and Conditions and applicable Order Documents.
2. **Additional Definitions.** The following defined terms are in addition to those defined in the General Terms and Conditions:

Activated Device means a Network Device that has been activated on the Wireless Data Service Network by Itron.

End User means a user of Network Device.

Headend Software means Itron software licensed to Customer under the Software Addendum that communicates with Network Devices through the Wireless Data Service.

Network Device means any cellular-enabled device provided by or on behalf of Itron to Customer.

Wireless Carrier means a wireless carrier selected by Itron.

Wireless Data Service means wireless data telecommunication service purchased by Customer under this addendum that enables communication between a Network Device and the Headend Software.

Initial Activation Period is a period of provision of Wireless Data Service as agreed by the parties in the pricing summary.

3. **Ordering and Activation.** Customer will order Wireless Data Service by execution of the Contract and issuance of Notice to Proceed to Itron for the Initial Activation Period in accordance with this addendum. Itron shall procure Wireless Data Service from the Wireless Carrier and prepare each Network Device for Wireless Data Service.

5. **Line Term.** Each Activated Device comes with Wireless Data Service for the Initial Activation Period. At least 60 days in advance of the expiration of the Initial Activation Period for an Activated Device and for each annual period thereafter, Itron shall provide a quotation for renewal pricing for Wireless Data Service for successive one-year periods (each a "**Renewal Activation Period**"). Wireless Data Service will continue for a one-year renewal period at the then-quoted price unless Customer provides Itron with written notice of non-renewal no less than 120 days, or Itron provides Customer with written notice of non-renewal no less than 120 days, prior to the end of the Initial Activation Period or the then-current Renewal Activation Period. In the case of a wide scale catastrophic event like a hurricane or act of God, that requires the majority of APs and Socket APs to be replaced outside of warranty, then Itron will agree to provide one time credits

to customer for any unused portion of the prepaid cellular subscription, as a discount on the replacement purchase of Itron hardware and/or cellular services for the replacement device.

5. Invoicing. Itron will invoice Customer for Wireless Data Service fees as set forth in the applicable pricing summary for the Initial Activation Period upon shipment of the Activated Device. If monthly fees are established in the pricing summary, Itron will invoice Customer monthly for Wireless Data Service at the rates listed in the pricing summary. Itron also shall pass through to Customer, and Customer shall be responsible for, any tariffs, surcharges, duties or other charges, including government and regulatory fees, that are assessed directly or indirectly on Itron with respect to the provision of the Wireless Data Service.

6. Authorized Use.

6.1 The Wireless Data Service shall be used solely by Customer to establish a wireless data connectivity between the Headend Software and Network Devices or between CUSTOMER's SCADA and Network Devices and shall not be re-sold or otherwise provided to third parties by Customer. Except as otherwise stated in this addendum, Wireless Data Service is not transferrable.

6.2 Customer shall not, and shall not permit End Users to use the Wireless Data Service or Network Devices: (a) in an illegal or unauthorized manner; (b) in a manner prohibited by the applicable plan, option, feature or application not authorized hereunder or otherwise not in compliance with this addendum; (c) in a manner that has a material adverse impact on the Wireless Data Service or its operations.

6.3 Itron or the applicable Wireless Carrier may immediately suspend, limit, modify or terminate Wireless Data Service if: (a) Customer or End User is in violation of the above in sub-section 6.2 or Wireless Carrier's Requirements (defined below); (b) in the event of an emergency or in order to provide resources to emergency; (c) the provision or use of the Wireless Service is, or is likely to become unlawful; (d) the provision of Wireless Data Service or related infrastructure has, or is likely to cause death, personal injury or damage to property; (e) Wireless Carrier decided to withdraw Wireless Service from the market or modify Wireless Service due to its commercial considerations; (e) Customer or End User adversely interferes or prevents Itron's or Wireless Carrier's required updates, upgrades, modification of functionality, replacement or maintenance of Network Devices or infrastructure related to the provision of Wireless Data Service; (f) Itron is enabling a transition of Wireless Data Service from one Wireless Carrier to another. To the extent practical Itron shall attempt to give a timely notice to Customer prior to any suspension, limitation, modification or termination of the Wireless Data Service, however, due to the nature of the reasons which may necessitate such actions, neither Itron nor Wireless Data Service may be able to give such timely notice. Customer shall promptly inform Itron in writing of known instances of violation of section 6.2 or Wireless Carrier's Requirements. In the event of a violation of section 6.2 or Wireless Carrier's Requirements by Customer or End User, Customer shall promptly provide Itron with reasonable relevant information concerning such violation and reasonably cooperate with Itron or Wireless Carrier in investigation and resolution of such violation. If Customer or End User continues using the Wireless Data Service in a manner prohibited above, Itron may also deny activation to new lines or, upon written notice, may terminate this addendum for cause in accordance with the General Terms and Conditions.

6.4 Customer shall indemnify and defend Itron and Wireless Carrier from any costs, claims or liability assessed against Itron or Wireless Carrier arising from or relating to any violation of the section 6.2 or Wireless Carrier's Requirements (defined below) by Customer or End User.

7. Wireless Data Service Availability. Neither Itron nor Wireless Carrier guarantees permanent availability of Wireless Data Service as Wireless Data Service uses technologies which may be subject to service area limitations, interruptions and dropped transmissions caused by atmospheric, topographical, or

environmental conditions, cell site availability, equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting Wireless Data Service operation. Wireless Data Service may not be available in all areas. Itron does not guarantee the availability of Wireless Carrier or that an alternative Wireless Carrier will be available to replace Wireless Carrier without any interruption to Wireless Data Service.

8. Itron Responsibilities. Itron's responsibilities are detailed in Attachment D- Managed Software as a Service Addendum

9. Enhancement of Wireless Data Service. Customer shall obtain Itron's prior approval and written agreement before it may install, deploy or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate Wireless Data Service.

10. Wireless Carrier's Requirements. Customer acknowledges that Itron is unable to provide any Wireless Data Service other than through a Wireless Carrier and Itron's ability to provide any goods or services in connection with this addendum is dependent on the enablement or availability of such goods or services from a Wireless Carrier. Wireless Carrier may require Itron to pass-through to Customer and, if applicable, to End Users its certain terms, conditions of provision of goods or services or other requirements (collectively, "**Wireless Carrier's Requirements**"). As examples and without limitation, such Wireless Carrier's Requirements may include End User license agreement and an acceptable use policy. Accordingly, Itron may communicate any Wireless Carrier's Requirements to Customer in writing and if Customer refuses to comply with the same, Itron may, notwithstanding anything to the contrary in this addendum or General Terms and Conditions and without any ensuing liability to Itron, immediately suspend, limit, modify or terminate any portion of Wireless Data Service that is not compliant with the latest Wireless Carrier's Requirements or if such suspension, limitation, modification or termination of Wireless Data Service is impractical, then Itron may immediately terminate this addendum.

11. Limitation of Liability. IN ADDITION TO THE LIMITATIONS ON LIABILITY SET FORTH IN THE GENERAL TERMS AND CONDITIONS, WITH RESPECT TO THE WIRELESS DATA SERVICE ONLY, ITRON AND ITS AFFILIATES WILL HAVE NO LIABILITY TO CUSTOMER AND END USERS FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF THE ACTS OR OMISSIONS OF THE WIRELESS CARRIER OR ANY OTHER THIRD-PARTY INCLUDING, WITHOUT LIMITATION: (I) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, FAILURES OR DEFECTS IN FURNISHING WIRELESS DATA SERVICE, (II) DISCONTINUANCES OR CHANGES IN THE WIRELESS DATA SERVICE.

12. Disclaimer. Itron has entered into an agreement with Wireless Carrier relating to the provision of Wireless Data Service. Itron is willing to manage the Wireless Data Service to Customer pursuant to its agreement with Wireless Carrier, to comply with Itron's obligations under such agreement and to facilitate billing of Customer for the Wireless Data Service. ITRON IS NOT A TELECOMMUNICATIONS SERVICE PROVIDER OR WIRELESS CARRIER AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, ITRON MAKES NO WARRANTIES OR REPRESENTATIONS WHATSOEVER, DIRECTLY, OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE DURABILITY, AVAILABILITY, SECURITY, FITNESS FOR USE, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE WIRELESS DATA SERVICE. ITRON SHALL HAVE NO OBLIGATION TO INDEMNIFY OR DEFEND CUSTOMER OR ANY INDEMNITEES UNDER THE INDEMNIFICATION SECTION OF THE GENERAL TERMS AND CONDITIONS OR OTHERWISE FROM OR AGAINST ANY INFRINGEMENT CLAIMS RELATING TO THE WIRELESS DATA SERVICE.

13. No Third-Party Beneficiary. CUSTOMER AGREES THAT, AS IT RELATES TO THIS ADDENDUM, CUSTOMER AND ITS END USERS ARE NOT THIRD-PARTY BENEFICIARIES OF ANY AGREEMENT BETWEEN ITRON AND THE WIRELESS CARRIER OR ANY AGREEMENT A WIRELESS CARRIER MAY HAVE WITH ITS UNDERLYING CARRIER OR ANY OTHER THIRD PARTY. IN ADDITION, SUBJECT TO THE FOREGOING, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE WIRELESS CARRIER AND ITS AFFILIATES, APPLICABLE UNDERLYING CARRIERS AND CONTRACTORS SHALL HAVE NO LIABILITY BASED IN CONTRACT TO CUSTOMER AND END USERS UNDER THE AGREEMENT BETWEEN ITRON AND SUCH PARTIES OR OTHERWISE IN CONNECTION WITH THIS ADDENDUM AND CUSTOMER, ON BEHALF OF ITSELF AND END USERS, HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

14. Survival. The following sections of this addendum shall survive termination or expiration of this addendum, General Terms and Conditions or any Order Document or Statement of Work: 1 (“Relationship to General Terms and Conditions”), 2 (“Additional Definitions”), , 5 (“Invoicing”), 6 (“Authorized Use”), 7 (“Wireless Data Service Availability”), 9 (“Enhancement of Wireless Data Service”), 12 (“Limitation of Liability”), 12 (“Disclaimer”), 13 (“No Third Party Beneficiary”), and 14 (“Survival”).

ATTACHMENT F TO THE ORDER DOCUMENT

Maintenance and Support Addendum

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Maintenance and Support Addendum to follow on next page**

Maintenance and Support Addendum

1 Relationship to General Terms and Conditions

This Addendum is governed by the General Terms and Conditions and applicable Order Documents.

2 Additional Definitions

The following defined terms are in addition to those defined in the General Terms and Conditions:

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 (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 Maintenance Services.

Covered Products mean Covered Firmware, Covered Software, Covered Equipment.

Covered Software means Itron software identified in an Order Document for which Customer is entitled to receive Maintenance Services to include the Middleware as defined in Attachment B - VIWAPA AMI Implementation SOW.

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 communication device
Covered Software provided as Software-as-a-Service or Hybrid SaaS subscription	The validation of such Service Offering implementation by Itron pursuant to the applicable Statement of Work.
Covered Equipment	End of warranty period
Third-Party Covered Products	Per applicable third-party service provider terms and conditions

Maintenance Billing Cycle means a period of one (1) year beginning on January 1st of each calendar year. The first year and last year of Maintenance may be prorated as applicable.

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 including major and minor releases.

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

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

Service Request means an Itron tracked Customer request for Global Support 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 supplied by Itron during this project 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. For clarification on site training will be provided during the project. Global Support Services & Service Requests

3.3 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.

3.4 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 Exhibit F-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.

3.5 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. For clarity, if the reported problem is found to be due to an error in the Itron product or service, Customer will not be billed for the Field Support rates, nor the travel-related expenses.

4 Itron Firmware and Software Maintenance

4.1 Scope

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

4.2 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.

4.3 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.

4.4 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 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.

4.5 Software Releases

4.5.1 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"

4.5.2 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.

4.5.3 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.

4.5.4 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.

4.5.5 The fourth place, "X.X.X.X", in Itron's numbering convention refers to a "Hot Fix," which is an unscheduled 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.

4.6 Support for Covered Firmware

Itron will only provide Maintenance Services for Covered Firmware if Customer (i) tests and approves installation of the latest Covered Firmware Fix within twelve (12) months of it being made available to

Customer, and (ii) tests and approves installation of the latest Covered Firmware Improvement within twenty-four (24) months of being made available by Itron.

4.7 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.

4.8 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.

4.9 Mandatory Revisions

Customer must validate and approve the installation 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 FROM CUSTOMER'S FAILURE TO INSTALL ANY MANDATORY REVISION IN A TIMELY MANNER.

4.10 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.

4.11 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.

4.12 Documentation and Backup

Itron will make an electronic copy of the Documentation as defined in Attachment J- Software Addendum 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.

4.13 Customer Responsibilities

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

4.13.1 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.

4.13.2 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.

4.13.3 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. This applies to optional updates not affecting Business operations and will be provided at no additional cost.

5 Itron Equipment Maintenance

5.1 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.

5.2 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.

5.3 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.

5.4 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.

5.5 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.

6 Fees and Invoicing

6.1 Annual Fees

Customer shall pay Annual Fees in advance of each Maintenance Billing Cycle in which it will receive Maintenance Services.

6.2 Invoicing

Itron will invoice Customer for the first Maintenance Billing Cycle upon User Acceptance Testing(UAT) completion. 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 approximately twenty (20) days prior to the commencement of the following Maintenance Billing Cycle.

6.3 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.

6.4 Purchase Order

For items purchased outside of this agreement 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.

7 Reserved

8 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.

9 Survival

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

Exhibit F-1 to Maintenance & Support Services Addendum

– Software Maintenance & Support Service Levels –

Severity Level	Response Times	Restoration Targets	Resolution Targets***	Escalation
<p>Severity Level 1*</p> <p>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.</p> <p>Example: a) Billing cannot be completed, b) Major documented function not working, c) System hung or completely down</p>	<p>During regular business-hours Itron will begin the Service Request process during Customer's initial call.</p> <p>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.</p> <p>Following the start of the Service Request process Itron will respond to Customer's Service Request within two (3) hours with an investigation response.</p> <p>Itron will update Customer at three (3) hour intervals during each day the Service Request remains unresolved, or as otherwise agreed by the Parties.</p> <p>Customer will respond to an Itron inquiry or request within three (3) hours.</p>	<p>Itron will make diligent efforts on a 24x7 basis, or as otherwise agreed by the Parties, to:</p> <p>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.</p> <p>Customer's Support Staff must be available 24x7 to work cooperatively with Itron continuously until restoration is achieved.</p> <p>Restoration Target:</p> <p>4 hours if Itron SaaS.</p>	<p>5 business days (for non-bug fixes)</p> <p>Root Cause Analysis (RCA): 30 business days</p>	<p>An unresolved Service Request shall be escalated to Itron management as follows:</p> <p>After 30 minutes: Technical Customer Support Team Lead</p> <p>After 8 hours: Manager, Technical Client Services</p> <p>After 16 hours: Director, Global Support Services</p> <p>After 48 hours: Service Request. Vice President, Services and Delivery</p> <p>After 72 hours: President, Itron</p>

Severity Level	Response Times	Restoration Targets	Resolution Targets***	Escalation
<p>Severity Level 2*</p> <p>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.</p> <p>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.</p>	<p>During regular business-hours Itron will respond to Customer regarding Service Request within one (1) business day.</p> <p>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.</p> <p>Customer will respond to an Itron inquiry or request within one (1) business day.</p>	<p>Itron will make diligent efforts during normal business hours to:</p> <p>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.</p> <p>Restoration Target:</p> <p>5 business days if Itron SaaS.</p>	<p>15 business days (for non-bug fixes)</p> <p>Root Cause Analysis (RCA): Not Available</p>	<p>An unresolved Service Request shall be escalated to Itron management as follows:</p> <p>After 1 hours: Technical Customer Support Team Lead</p> <p>After 8 hours: Manager, Technical Client Services</p> <p>After 24 hours: Director, Global Support Services</p> <p>After 30 Days: Vice President, Services and Delivery</p>

Severity Level	Response Times	Restoration Targets	Resolution Targets***	Escalation
<p>Severity Level 3**</p> <p>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.</p> <p>Example: The Service Request affects use by Covered Firmware or Covered Software users, allowing Customer's functions to continue to meet daily business needs.</p>	<p>During regular business-hours Itron will respond to Customer regarding Service Request within two (2) business days.</p> <p>While Service Request remains unresolved, Itron will update the Service Request weekly, or as otherwise agreed by the parties.</p> <p>Customer will respond to an Itron inquiry or request within two (2) business days.</p>	<p>Itron will work during normal business hours to:</p> <p>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.</p> <p>Restoration Target:</p> <p>45 business days if Itron SaaS.</p>	<p>90 business days (for non-bug fixes)</p> <p>Root Cause Analysis (RCA): Not Available</p>	

Severity Level	Response Times	Restoration Targets	Resolution Targets***	Escalation
<p>Severity Level 4</p> <p>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</p> <p>Example:</p> <p>Generally, a cosmetic Error or an Error which does not degrade Customer's use of the product or system.</p>	<p>During regular business-hours Itron will respond to Customer regarding Service Request within three (3) business days.</p>	<p>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.</p> <p>Restoration Target:</p> <p>There is no restoration target for Severity Level 4 Issues.</p>	<p>There is no resolution target for Severity Level 4 Issues.</p> <p>Root Cause Analysis (RCA): Not Available</p>	

* 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.

ATTACHMENT G TO THE ORDER DOCUMENT

Data Processing Addendum

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Data Processing Addendum

This Data Processing Addendum (“DPA”) supplements and forms part of the agreement (“Agreement”) entered into by Itron and Customer, collectively, herein referred to as “Parties” and each individually as a “Party.”

PURPOSE

Pursuant to the Agreement, Itron may Process Controller Personal Data in the context of providing Services to Controller.

The provisions laid out by this DPA shall be applicable to all activities that are performed in connection with the Agreement and by Itron, their employees or agents when encountering Controller Personal Data originating from, collected for, or otherwise Processed on behalf of Controller.

With respect to the Processing of Controller Personal Data, Itron is subject to the Data Protection Laws, the Agreement, and Controller Instructions.

This DPA sets out the terms and conditions for the Processing of Controller Personal Data by Itron. Further details on scope, duration, and purposes for the Processing as well as categories of Controller Personal Data and Data Subjects are set forth in the Agreement and in Exhibit G-1 to this DPA.

Controller shall ensure that it is authorized to transfer the relevant Personal Data to Itron for the purposes of providing Services under the Agreement (including any amendments thereof).

DEFINITIONS

“**Affiliate**” means any legal entity that directly or indirectly controls, is controlled by, or is under common control with, a Party to this Agreement, where “control” means ownership of at least fifty (50) percent of the equity having the power to vote on or direct the affairs of the entity.

“**Controller Information**” means any operational, confidential, or employee data, including Controller Personal Data, exchanged between the parties in connection with the Agreement and the Services provided thereunder. Such information is agreed to be Processed for the business purpose of contracting.

“**Controller**” means the Customer, to the extent that it, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

“**Controller Personal Data**” means any Personal Data originating in the sphere of the Controller and Processed by Processor in connection with the Services. Controller Personal Data does not include data that has been anonymized.

“**Data Protection Laws**” means any regulation, law, or legislation relating to data protection and privacy that applies to a Party with respect to the Processing of Controller Personal Data pursuant to the Agreement, including without limitation, the European Data Protection Laws, United States’ federal and state laws such as the California Consumer Privacy Act (“CCPA”) and the Connecticut Consumer Data Protection Act (“CTDPA”), in each case as amended, repealed, consolidated or replaced from time to time and as applicable to each Party and the Controller Personal Data.

“Data Subject” means the individual who is the subject of the Personal Data and to whom Personal Data relates, directly or indirectly.

"Europe" means the European Union, the European Economic Area, and/or their member states, Switzerland, and the United Kingdom.

“European Data” means Controller Personal Data that is subject to the protection of European Data Protection Laws.

"European Data Protection Laws" means Data Protection Laws applicable in Europe, including: (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) ("GDPR"); (ii) applicable national implementations of the GDPR; (iii) UK General Data Protection Regulation ("UK GDPR"); and (iv) Swiss Federal Data Protection (FADP) of 19 June 1992 and its Ordinance; in each case, as may be amended, superseded or replaced.

“Instructions” means the written, documented instructions issued by a Controller to a Processor, and directing the same to perform a specific or general action regarding Personal Data (including, but not limited to, depersonalizing, blocking, deletion, making available). The terms “Instruct,” “Instructed,” and “Instruction” will be construed accordingly.

“Personal Data” shall have the meaning as defined by the Data Protection Laws; unless otherwise defined by the Data Protection Laws or in case of conflict of interpretation, means any information about an individual, *inter alia*, an employee, customer, or potential customer of a Party, including, without limitation: (1) any information that directly or indirectly identifies, or relates to an individual; or (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information, as well as website tracking or analytic “cookie” information, usage and traffic data or profiles, meter location, or other usage data when combined with any of the information specified in (1). Personal Data includes, but is not limited to name, social security number, date and place of birth, mother’s maiden name, biometric records, personal electronic mail address, internet identification name, network, or internet password.

“Personal Data Breach” means breach of security leading to the unauthorized destruction, loss, alteration, disclosure of, or access to, Controller Personal Data. Personal Data Breach shall not include unsuccessful attempts or activities that do not compromise the security of Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems. If the Data Protection Laws define “Personal Data Breach” or a similar term in a substantially different manner, the definition in the Data Protection Laws shall take precedence.

“Processing” means any operation or set of operations which is performed on Personal Data, encompassing the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise, alignment or combination, restriction, or erasure of Personal Data. The terms “Process,” “Processes” and “Processed” will be construed accordingly.

“Processor” means Itron, to the extent that it Processes Personal Data on behalf of the Controller.

"Restricted Transfer" means (i) a transfer of Controller Personal Data from Controller to Processor; or (ii) an onward transfer of Controller Personal Data from Processor to a Sub-Processor or among two or more Sub-Processors, that would be prohibited by Data Protection Laws or by the terms of any applicable data transfer agreements addressing data transfer restrictions arising under Data Protection Laws in the absence of appropriate safeguards.

"Services" means the services and other activities to be supplied to or carried out by or on behalf of Processor for Controller pursuant to the Agreement.

"Standard Contractual Clauses" ("SCCs") means the standard contractual clauses for the transfer of personal data to processors approved pursuant to the European Commission's Decision (EU) 2021/914 of June 4, 2021, the text of which is available at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj.

"Sub-Processor" means any processor engaged by Processor to assist in fulfilling Processor's obligations with respect to the AGREEMENT and who may Process Controller Personal Data.

"Technical and Organizational Measures" ("TOMs") means those security measures aimed at protecting personal data against Personal Data Breach.

Any capitalized term used in this DPA that is not otherwise defined in this DPA shall have the meaning ascribed to it in the Agreement.

TERMS

1. CONTROLLER OBLIGATIONS

- 1.1. Within the scope of the Agreement and in its use of Services, the Controller shall be responsible for complying with all requirements that apply to it under Data Protection Laws with respect to its own Processing of the Controller Personal Data and the Instructions it issues to Processor.
- 1.2. Controller acknowledges and agrees that it is solely responsible for: (i) the accuracy, quality, and legality of Controller Personal Data and the means by which Controller acquired Controller Personal Data; (ii) complying with all necessary transparency, lawfulness, and other requirements under Data Protection Laws that apply to its collection and use of the Controller Personal Data, including all obligations to provide notice and obtain consents and authorizations; (iii) ensuring it has the right to transfer Controller Personal Data to the Processor or provide the Processor with access to the Controller Personal Data for Processing in connection with the Services provided under the Agreement; and (iv) ensuring that its Instructions to Processor comply with applicable laws, including Data Protection Laws.
- 1.3. The parties agree that the Agreement, including this DPA, together with Controller's use of Processor's Services in accordance with the Agreement, constitute Controller's Instructions to Processor for the Processing of Controller Personal Data. Modifications and additions to these Instructions must be proposed in writing with at least seven days' prior notice to the receiving Party and must comply with all applicable requirements defined in the Agreement.
- 1.4. Controller agrees that the Technical and Organizational Measures ("TOMs") specified in Appendix B hereunder provides a reasonable level of security appropriate to the risks inherent to the Processor's Services and the nature of the Controller's Personal Data to be Processed.
- 1.5. Controller hereby consents to Processor's use and appointment of Sub-Processors, in consideration of Processor's compliance with section 2.1h hereunder.

2. PROCESSOR OBLIGATIONS

2.1. Processor shall:

- a) Process the Controller Personal Data only for the purpose of providing Services consistent with the Agreement and as otherwise instructed by Controller.
- b) Process the Controller Personal Data in accordance with Controller's documented Instructions; including transfer of personal data to a Third country or to an international organization unless required to do so by applicable law to which the Processor is subject; in such a case, the Processor shall inform the Controller of that legal requirement before Processing, unless prohibited by that law. If Processor considers the Instructions given by the Controller to infringe upon any Data Protection Law or other applicable law, Processor shall promptly inform the Controller in writing, unless applicable laws or a substantial public interest prohibit such notice. Processor is entitled to suspend without penalty its execution of the Instruction in question while the Instruction remains in dispute, and to refuse to perform any evidently unlawful Instruction.
- c) Provide the Controller with contact information for its data protection advisor or Data Protection Officer ("DPO") pursuant to Data Protection Laws and, without undue delay, notify the Controller when such information changes.
- d) Notify the Controller promptly of any request to access the Controller Personal Data by a Data Subject or supervisory authority, unless prohibited by applicable law.
- e) Assist the Controller in responding to requests by Data Subjects regarding their rights under Data Protection Laws.
- f) Maintain records of the Processing of Controller Personal Data as required by Data Protection Laws.
- g) Ensure that Sub-Processors are bound, in substance, by obligations equivalent to the data protection obligations that are binding on the Processor under this DPA. The Processor has the Controller's general authorization for the engagement of Sub-Processors identified in Exhibit G-3 below accessible online at <https://www.itron.com/legal/privacy/contract-templates>. Processor will inform Controller of any intended changes of that list through the addition or replacement of Sub-Processors from time to time, thereby giving the Controller sufficient time to be able to object to such changes prior to the engagement of the concerned Sub-Processor(s). Controller may, within thirty (30) days after notice of the engagement of a new Sub-Processor, object to the use of new Sub-Processor if Controller reasonably believes that the new Sub-Processor raises a material risk of failing to comply with data protection law.
- h) Ensure that Processor's employees and other persons authorized to Process the Controller Personal Data (i) are bound by confidentiality, (ii) access Controller Personal Data only on a need-to-know basis, and (iii) are appropriately trained regarding confidentiality and Data Protection Laws.
- i) Assist the Controller in responding to requests from supervisory authorities.

- j) Assist the Controller in complying with its obligations under Data Protection Laws, including assisting Controller in conducting data protection impact assessments when required.
 - k) Processor shall remain fully responsible to Controller for the performance of the Sub-Processor's obligations in accordance with its contract with the Processor. When requested in writing by Controller, Processor shall provide information necessary to demonstrate Processor's and Sub-Processor's compliance with the Data Protection Laws
 - l) Allow for and contribute to (1) mandatory audits carried out by competent data protection authorities under Data Protection Laws and (2) audits conducted and paid for by the Controller, subject to the terms of this subsection (l). Controller agrees that Processor satisfies its obligation under Section 2.2(l)(2) by providing summaries of third-party audits undertaken by Processor relating to ISO 27001, SOC 2 Type 1, SOC 2 Type 2, and SSAE 16/SSAE 18 standards, which will be provided to Controller if requested by Controller no more frequently than once per 12-month period. Controller may further request an on-site audit for the 6-month period immediately following a Personal Data Breach caused by Processor's failure to implement appropriate security measures. If connection with any on-site audit permitted by this section, Controller may choose to conduct the audit by itself or mandate an independent auditor. Such on-site audits shall be carried out on pre-agreed dates, during normal business hours and no more than once per year, unless required more frequently by a supervisory authority pursuant to Data Protection Laws. On-site audits may include access to the physical facilities of the Processor provided there is no unnecessary disturbance to business operations. The Parties shall make the information referred to in this clause, including the results of any audits, available to the competent supervisory authority/ies pursuant to applicable law. Any information discovered pursuant to an on-site audit will be the confidential information of Processor. Controller will ensure that it or any independent auditor it engages complies with all Processor policies and procedures if accessing Processor's physical facilities.
- 2.2. To the extent this DPA is subject to European Data Protection Laws, Controller grants Processor general authorization to conduct, any transfer or Restricted Transfer of Controller Personal Data to a third country or an international organization outside the European Economic Area, including where such transfer is made to a Sub-Processor. Such transfer will be conducted pursuant to the EU-U.S. Data Privacy Framework, and/or the UK Extension to the EU-U.S. Data Privacy Framework, (or such successor framework that is approved or otherwise validated by relevant data protection authorities ("Framework")) while such Framework is in effect and during which time Processor maintains an active certification for such Framework that allows it to rely on the Framework for such transfers. If the Framework is determined to be invalid by relevant data protection authorities, the Parties agree that such Restricted Transfers shall be conducted pursuant to the SCCs as follows:
- a) If there is any conflict between this DPA or the Agreement and SCCs, the SCCs will prevail;
 - b) Controller will be referred to as the "Data Exporter" and Vendor will be referred to as the "Data Importer" in the SCCs with relevant company name, contact person details, address details, and activities related to the transferred Controller Personal Data from this DPA and the Agreement being used accordingly;
 - c) Details in Exhibit G-1 of this DPA will be used to complete Annex I and III of the SCCs;

d) Details in Section 2.1 and Exhibit G-2 of this DPA will be used to complete Annex II of the SCCs;

e) For the purposes of the Standard Contractual Clauses:

- i. The Parties agree to retain Clause 7;
- ii. The Parties select option 1 in Clause 9 and agree on fifteen (15) business days as the notice period for additions or replacements of new Subprocessors;
- iii. The optional language in Class 11(a) is omitted;
- iv. Clause 13(a) reads as follows “The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex I.C, shall act as competent supervisory authority,” which shall be as specified in Exhibit G-1;
- v. The Parties select option 1 of Clause 17 and specify the jurisdiction stated in the Agreement; and
- vi. The Parties select the courts of forum consistent with the jurisdiction within the Agreement.

f) In addition to the SCCs, the Parties agree that any Controller Personal Data subject to the UK GDPR that is a Restricted Transfer will be subject to the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses Version B1.0, in force 21 March 2022 (the “UK Addendum”) (the text of which is available at <https://ico.org.uk/media/for-organisations/documents/4019483/international-data-transfer-addendum.pdf>). The UK Addendum will be deemed executed by the Parties as of the effective date of this DPA, and the information in Exhibit G-1 and Exhibit G-2 to this DPA and this Section 2.2 will be used to fill out the relevant sections of the UK Addendum.

g) The Parties agree to complete the Standard Contractual Clauses as follows for Controller Personal Data subject to the FADP that is a Restricted Transfer: (i) the Parties agree to abide by the GDPR standard in relation to all Processing of Controller Personal Data that is governed by the FADP; (ii) the term ‘Member State’ in the Standard Contractual Clauses will not be interpreted to exclude Data Subjects who habitually reside in Switzerland from initiating legal proceedings in Switzerland in accordance with Clause 18© of the SCCs and until the revised FADP enters into force, the SCCs will also protect the data of legal entities in Switzerland; and (iii) references to the ‘GDPR’ in the SCCs will be understood as references to the FADP insofar as the transfer of Controller Personal Data is subject to the FADP.

2.3. To the extent any Controller Personal Data is subject to the CCPA or the CTDPA,

a) Processor will not:

- i. Process such Controller Personal Data other than for the specific purpose of performing the Services for Controller in accordance with this DPA;
- ii. Process such Controller Personal Data for a commercial purpose other than as necessary to provide the Services to Controller;
- iii. “sell” or “share” (each as defined by CCPA or CTDPA) such Controller Personal Data;
- iv. Process such Controller Personal Data outside of the direct business relationship between Processor and Controller; or

- v. combine such Controller Personal Data with any other Personal Data or information Processor collects (directly or via any third party) other than as expressly permitted under the CCPA or CTDPA for service providers;
 - b) Processor will comply with all obligations applicable to it as a “service provider” under the CCPA or CTDPA and provide the same level of privacy protection as is required by the CCPA or CTDPA ;
 - c) Processor will promptly notify Controller if Processor determines it can no longer meet its obligations under this Section 2.3; and
 - d) Processor permits Controller, upon notice to Processor, to take reasonable and appropriate steps to stop and remediate unauthorized use of Controller Personal Data.
- 2.4. Processor agrees to notify the Controller of any Personal Data Breach without undue delay after its discovery, as follows:
- a) The notification will include a description of the nature of the Personal Data Breach including, where possible, the categories and approximate number of potentially affected Data Subjects and the categories and approximate number of personal data records concerned, the name and contact details of the Processor’s data protection advisor or DPO from whom information can be obtained, the likely consequences of the Personal Data Breach, the measures taken or proposed to be taken by the Processor to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.
 - b) If it is not possible to provide the information at the same time, Processor may provide information in phases.
 - c) Processor shall assist Controller with notifying the supervisory authorities and the Data Subjects concerned, if required by Data Protection Laws, and
 - (i) the Processor shall promptly take all commercially reasonable measures it deems necessary to secure the data and mitigate possible adverse effects on the affected Data Subject(s);
 - (ii) the Processor shall inform the Controller of the measures it has taken; and
 - (iii) the Processor shall not notify the competent data protection authorities or affected Data Subject(s) on behalf of the Controller unless instructed to do so by the Controller.
- 2.5. Processor shall inform the Controller if there is a substantial change in the security procedures described in the TOMs.
- 2.6. Processor acknowledges that Controller is subject to the laws of the United States Virgin Islands and agrees to comply with all applicable local data protection and breach notification laws, including but not limited to 14 V.I.C. § 2208. Specifically, Processor shall notify Controller without unreasonable delay following the discovery of any breach of security involving unencrypted personal information of a Virgin Islands resident and shall assist Controller in meeting its obligations under Virgin Islands law, including those relating to the timing, content, and method of notification. This obligation is in addition to, and not in limitation of, any other applicable breach notification or data security requirements under this DPA or applicable law.

3. LIABILITY AND INDEMNIFICATION

Controller and Processor shall be liable to Data Subjects only to the extent mandated by Data Protection Laws or the Agreement. The Parties shall coordinate regarding any liability claims. If a Data Subject is addressing a claim against the Controller due to Processor's Processing of Controller Personal Data under this DPA and/or the Agreement, Processor shall indemnify the Controller against any costs, claims and damages arising out of Processor's non-compliance with this DPA or the relevant terms of the Agreement, Data Protection Laws or any other applicable Instructions, rules or policies relating to Processing of Controller Personal Data under the Agreement. Any such liability for Processor under this DPA shall be subject to the requirements for statutory liability under the applicable legislation and to the limitation and cap of liability set forth in the provisions of the Agreement.

The Controller will indemnify Processor and hold Processor harmless against all claims, actions, third party claims, losses, damages, and expenses incurred by Processor and arising directly or indirectly from or in connection with Controller's breach of this DPA and/or Data Protection Laws.

4. TERM AND TERMINATION

- 4.1. This DPA shall continue to be in effect until terminated pursuant to Section 4.2 or 4.3 below.
- 4.2. This DPA shall automatically terminate upon any termination or expiration of the Agreement, provided no separate assignments for Processing of Controller Personal Data independent of the Agreement have been concluded by and between the Parties. In case such separate assignments have been made, this DPA shall automatically terminate when the Agreement and all such separate assignments have terminated or expired.
- 4.3. Controller shall properly notify and grant Processor a forty-five (45) day period to remedy any suspected or actual breach of this DPA before invoking any action relating to early termination pursuant to the Agreement.
- 4.4. Termination or expiration of this DPA shall not discharge Processor from its confidentiality or other obligations pursuant to the Agreement and Data Protection Laws. Processor agrees, even after the termination or expiry of this DPA, to perform its legal obligations as Processor and to assist the Controller in performance of its legal obligations pursuant to Data Protection Laws, and to demonstrate compliance with the Data Protection Laws.
- 4.5. Upon termination of the Agreement or cessation of Processor's provision of Services, Processor shall send all data to a new processor or to the Controller as instructed by the Controller in writing. Thereafter, Processor shall destroy all other copies of the data unless otherwise instructed in writing by Controller or Data Protection Laws or other applicable laws a retention or Data Protection Laws or as required under applicable law.

5. UPDATES TO THIS DPA

- 5.1. Changes to this Addendum. Itron may change the provisions of the DPA if the change:
 - b) reflects a change in the name or form of a legal entity;
 - c) is required to comply with applicable law, regulation, a court order, or guidance issued by a governmental regulator or agency; or
 - d) does not:
 - (i) result in a degradation of the overall security of the Services;
 - (ii) expand the scope of, or remove any restrictions on Itron's Processing of Customer Personal Data; and
 - (iii) otherwise have a material adverse impact on Controller's rights under the DPA, as reasonably determined by Itron.

5.2. Notification of Changes. Any changes Itron makes to this DPA pursuant to Section 5.1, will be reflected at our webpage here <https://www.itron.com/legal/privacy/contract-templates>. We encourage you to periodically review our webpage for the current version of this addendum.

EXHIBIT G-1

Description of Processing

This Exhibit G-1 includes certain details of the Processing of Controller Personal Data.

Nature, purpose, and legal basis of Processing

Processor will Process Controller Personal Data as necessary to provide the Services pursuant to the Agreement, as further specified in any additional Purchase Orders, and as further Instructed by Controller in its use of the Services and may be subject to the following Processing activities, including but not limited to:

- Storage, hosting, and other Processing necessary to provide, maintain and improve the Services provided to Controller; and/or disclosure in accordance with the Agreement and this DPA, and/or as required by applicable laws.
- Customer Support

The legal basis for the transfer is the performance of the Agreement between the Parties.

Duration of Processing

Subject to Section 4.5 of this DPA, Processor will Process Personal Data for the duration of the Agreement, unless otherwise agreed in writing.

Frequency of Transfer

Ongoing

Categories of Data Subjects

Processor may have access to or receive from Controller or its agents, employees, advisors, contractors, or subcontractors Controller Personal Data which may include, but is not limited to the following categories of Data Subjects who are natural persons:

- Controller's business partners, vendors, and subcontractors of Controller;
- Employees or contact persons of Controller's end customers, partners, vendors, and Subcontractors;
- Employees, agents, advisors, contractors, and freelancers of Controller; and
- Controller's users authorized by Controller to use the services of Processor.

Types of Personal Data

Processor may have access to or receive from Controller or its agents, employees, advisors, contractors, or subcontractors Controller Personal Data which may include, but is not limited to the following categories:

- First and last name
- Title and Position
- Employer
- Contact information (email, phone, physical address)
- Account number
- ID Card number
- Equipment-specific information, including serial number and location.
- Consumption data

The parties do not anticipate the transfer of special categories of data or sensitive data.

Retention Period

The Controller Personal Data will be retained for the period of time needed for Processor to complete its obligations under the Agreement.

Competent Supervisory Authority:

The competent supervisory authority shall be the data protection authority where Controller is established. If Controller does not have an establishment in Europe, the competent supervisory authority shall be the data protection authority of one of the member states in which the Data Subjects whose Personal Data is Processed by Processor under the DPA. Except that: (a) the Swiss Federal Data Protection and Information Commission will act as the competent supervisory authority for transferred Personal Data subject to the FADP; and (b) the Information Commissioner’s Office will be the competent supervisory authority for transferred Personal Data subject to the UK GDPR.

Table 4 of the UK Addendum:

Ending This Addendum When the Approved Addendum changes	Which Parties may end this Addendum as set out in Section 19:
	<input type="checkbox"/> Data Importer
	<input checked="" type="checkbox"/> Data Exporter
	<input type="checkbox"/> Neither Party

ATTACHMENT G EXHIBIT G-2

Technical and Organizational Measures

This document outlines the technical and organizational security measures (“TOMs”) and controls implemented by Itron, Inc., its subsidiaries, and affiliated companies, “Itron” designed to protect Controller Personal Data.

Itron will maintain these or similar controls for data protection but reserves the right to make changes to these controls, so long as such changes do not materially weaken the controls or data security for the data Itron is responsible for across its various services and processes.

1. Information Security Governance
 - A. Itron maintains dedicated staff responsible for the development, implementation, and maintenance of Itron’s information security program.
 - B. Itron implements a set of policies for information security that are defined, approved by management, published, and communicated to personnel and relevant external parties.
 - C. Itron regularly reviews the policies for information security at planned intervals at least annually or if significant changes occur to ensure their continuing suitability, adequacy, and effectiveness.
 - D. Itron implements audit and risk assessment procedures for the purposes of periodic review and assessment of risks at least annually to the Itron organization, monitoring and maintaining compliance with Itron policies and procedures, and reporting the condition of its information security and compliance to executive management.
 - E. Itron values the confidentiality of information and adheres to requirements for confidentiality or non-disclosure agreements reflecting the organization's needs for the protection of such information are identified, regularly reviewed, documented, and enforced.
2. Information Security Training
 - A. Itron requires that new personnel complete security awareness training as part of the onboarding process.
 - B. Itron ensures that all employees of the organization and, where relevant, contractors receive regular, but at least annually, and appropriate awareness education and training and regular updates in organizational policies and procedures, as relevant for their job function.
 - C. Itron regularly tests all employees and contractors of the organization, who have access to external emails, to detect and report malicious and phishing emails.
 - D. Employees and, where relevant, contractors complete regular, but at least annually, data protection and security training as relevant for their job function.
3. Data Protection
 - A. Itron engages in information assets classification to classify information in terms of legal requirements, value, criticality and sensitivity to unauthorized disclosure or modification.
 - B. Itron maintains identified, documented, and implemented acceptable use standards of information, the assets associated with the information, and information processing facilities.
 - C. Itron storage media is disposed of securely, ensuring data is rendered unrecoverable, when no longer required or prior to reuse, using formal procedures.
 - D. Itron has an established access control policy which is documented and reviewed based on business and information security requirements and limits access to extent required and necessary. The controls include:
 - Access controls for workspaces,

- Access controls for IT systems including IT Systems being managed for the benefit of Customer, and
 - Access controls for apps and data, including Customer data.
 - E. Itron actively engages in security controls that include logical segregation of data, restricted (e.g., role-based) access, monitoring, and where applicable and required, utilization of industry-standard encryption technologies.
 - F. Itron actively engages in data security controls for requesting, approving, revoking, and revalidating user access to systems and applications. Only personnel with clear business need will be provided with access to systems and applications with Personal Data.
 - G. Itron has a designated Global Privacy Officer.
 - H. Employees receive work instructions and guidelines regarding confidentiality and data protection as relevant for their job, to ensure compliant handling of Personal Data.
 - I. Sub-Processors and service providers are carefully selected and are bound to Itron's Processing restrictions. Incidents are notified to Itron without undue delay.
4. Technical Security Controls
- A. Itron implements detection, prevention, and recovery controls to protect against malware, combined with appropriate user awareness.
 - B. Itron regularly scans on monthly basis to detect technical vulnerabilities and apply appropriate mitigation actions to reduce the associate risk and exposure to such vulnerabilities.
 - C. Itron regularly patches and updates, in a timely manner, systems and applications based on the severity of identified vulnerabilities.
 - D. Itron monitors various information sources to ensure knowledge of and response to relevant threats, including industry specific sources.
 - E. Itron networks are managed and controlled to protect information in systems and applications and segregates groups of information services, users, and information systems as appropriate. This includes separation of networks for processing, administration and supporting services in case of high protection requirements.
 - F. Itron applies appropriate protections at the network edge, including stateful firewalls to filter attacks.
 - G. Itron ensures information involved in electronic messaging will be appropriately protected, including encryption as required.
 - H. Itron information involved in application services passing over public networks is actively protected from fraudulent activity and unauthorized visibility. No Customer information shall pass over public networks unless encrypted.
 - I. Itron implements password controls designed to manage and control password strength and usage. Itron prohibits users from sharing passwords and accounts.
 - J. Itron ensures that all remote access to internal networks, systems and applications are protected by multi-factor authentication.
 - K. Itron protects internal devices utilizing security controls including automated locking screen saver, antivirus software, firewall software, hard disk encryption and appropriate patch levels.
5. Physical Security
- A. Itron ensures physical security perimeters are defined and used to protect areas that contain either sensitive or critical systems and information.
 - B. Itron ensures secure areas are protected by appropriate entry controls to ensure that only authorized personnel, based on job role, are allowed access.
 - C. Itron ensures that non-authorized personnel are logged and escorted in areas that contain either sensitive or critical systems and information.
 - D. Itron ensures that secure areas containing sensitive or critical systems and information monitor for environmental hazards such as heat, fire, and water damage.

6. Secure Software Development Lifecycle
 - A. Itron ensures principles, including Privacy by Design, for engineering secure systems are established, documented, maintained, and applied to any information system implementation efforts.
 - B. Itron ensures testing of security functionality is carried out during development and that acceptance testing programs and related criteria are established for new information systems, upgrades, and new versions.
 - C. Itron ensures test data does not include production data unless fully anonymized and is selected carefully, protected, and controlled.
 - D. Itron ensures that changes to systems and applications undergo an appropriate change management procedure designed to test, approve, and monitor changes to the Itron environment.
7. Logging and Monitoring
 - A. Itron maintains a central repository of security records and ensures collection of such records from all relevant information technology infrastructure. These logs will be maintained for a minimum of one year.
 - B. Itron ensures all user access activities, including successful and failed logins, are maintained in the central repository.
 - C. Itron ensures information security logs are actively monitored and events are reported through appropriate management channels as quickly as possible and will ensure information security incidents are responded to in accordance with the documented procedures.
 - D. As to systems managed by Itron for Customer, Customer shall, upon request, have access to such security records and access activities and logs as applicable. For the avoidance of doubt, this access does not include automated, electronic transfer of records to Customer, which may be available as a separate project at an additional cost.
8. Incident Response
 - A. Itron has an established, documented Information security event response program. Events are reported through appropriate management channels and reported to Customer as to systems managed by Itron for Customer as quickly as possible.
 - B. Itron ensures information security incidents, including privacy related incidents, are responded to in accordance with documented procedures and compliance requirements. Itron will follow documented incident response processes, including notification to the impacted parties without undue delay. Business continuity and disaster recovery services are available to Customer at an additional cost or as are outlined in other sections of the Order Document.
 - C. Itron ensures the Incident Response process includes a detailed investigation to identify root cause of the event, incident response plan and to document and incorporate lessons learned.
9. Disaster Recovery and Business Continuity
 - A. Itron determines its requirements for information security and the continuity of information security management in adverse situations, e.g., during a crisis or disaster.
 - B. Itron documents and maintains procedures to maintain business continuity and recover from a disaster.
 - C. Itron maintains a backup policy to define the organization's requirements for backup of information, software, and systems.

EXHIBIT G-3

List of Sub-Processors

Sub-Processors that may be involved with providing the Services are described below.

For more information about Itron's Partners, please visit <https://www.itron.com/na/partners-landing-page/partner-directory>.

<i>Processor's Affiliates</i>		
Name of Sub-Processor	Location of Sub-Processor	Purpose
Allmess GmbH	Germany	Itron entity used to contract with a specific customer base
Itron Australasia Pty Ltd	Australia	Itron entity used to contract with customers in Australia
Itron Austria GmbH	Austria	Itron entity used to contract with customers in Austria
Itron Belgium SA	Belgium	Itron entity used to contract with customers in Belgium
Itron Canada, Inc.	Canada	Itron entity used to contract with customers in Canada
Itron Czech Republic s.r.o.	Czech Republic	Itron entity used to contract with customers in Czech Republic
Itron France S. A. S	France	Itron entity used to contract with customers in France
Itron Global LLC dba Itron Global Trading		Itron entity used to contract with customers outside NAM where a local in-country Itron entity is not available
Itron International LLC	Luxembourg	Itron entity used to contract with customers outside NAM if an in-country Itron entity is unavailable
Itron GmbH	Germany	Itron entity used to contract with customers in Germany, unless customer is from Zahler or Allmess region
Itron India Private Limited	India	Itron entity used to contract with customers in India
Itron Italia SpA	Italy	Itron entity used to contract with customers in Italy
Itron Japan Co., Ltd.	Japan	Itron entity used to contract with customers in Japan
Itron Labs KFT	Hungary	Itron entity
Itron Management Services Ireland, Limited	Ireland	Itron entity
Itron Metering Solutions (Suzhou) Co., Ltd.	China	Itron entity

<i>Processor's Affiliates</i>		
Name of Sub-Processor	Location of Sub-Processor	Purpose
Itron Metering Solutions Co. Ltd. fka Silver Spring Networks	Thailand	Itron entity used to contract with customers in Thailand
Itron Metering Solutions UK Ltd.	UK	Itron entity used to contract with customers in UK
Itron Metering Systems Co., Ltd.	China	Itron entity used to contract with customers in China
Itron Metering Systems Singapore Pte Ltd (fka Actaris Singapore Pte. Ltd) (fka Kimford Pte Ltd)	Singapore	Itron entity used to contract with customers in Singapore
Itron Nederland B. V.	Netherlands	Itron entity used to contract with customers in the Netherlands
Itron Networked Solutions, Inc.	United States	Itron entity
Itron New Zealand Limited	New Zealand	Itron entity used to contract with customers in New Zealand
Itron Polska SP Zoo	Poland	Itron entity used to contract with customers in Poland
Itron Sistemas de Medicao Lda.	Portugal	Itron entity used to contract with customers in Portugal
Itron Spain SLU	Spain	Itron entity used to contract with customers in Spain
Itron Sweden AB	Sweden	Itron entity used to contract with customers in Sweden
Itron Ukraine	Ukraine	Itron entity used to contract with customers in Ukraine
Itron Zähler & Systemtechnik GmbH	Germany	Itron entity used to contract with specific customer base
Metertek Sdn. Bhd. (fka Metertek Schlumberger Sdn. Bhd. 2001- 1119)	Malaysia	Itron entity used to contract with customers in Malaysia
PT Mecoindo	Indonesia	Itron entity used to contract with customers in Indonesia
Temetra Limited	Ireland	Itron entity

<i>Processor's Third-Party Sub-Processors</i>		
Name	Location of Sub-Processor	Purpose
ABB Tropos Wireless Communications Systems	Switzerland	Vendor
Accenture LLP	United States	Vendor
Aclara Technologies LLC	United States	Vendor
Acuity Brands, Inc.	United States	Vendor
Advanced Control Systems (ACS)	United States	Vendor

Processor's Third-Party Sub-Processors

Name	Location of Sub-Processor	Purpose
Aeroqual, Inc.	New Zealand	Vendor
Amazon Web Services, Inc.		Hosting of Data
Ameresco, Inc.	United States	Vendor
APANET	Poland	Vendor
AT&T	United States	Vendor
Athena Computer Power Corp	United States	Vendor
AutoGrid	United States	Vendor
Aztech Associates Inc.	Canada	Vendor
Beckwith Electric Co.	United States	Vendor
Beonic	Australia	Vendor
Bidgely	United States	Vendor
Bouygues Energies & Services	France	Vendor
Capgemini	France	Vendor
Carrier	United States	Vendor
CEIVA Energy	United States	Vendor
Choice	Australia	Vendor
CIMCON	United States	Vendor
Cisco	United States	Vendor
Citelum	France	Vendor
Citylone	France	Vendor
Cleverciti	Germany	Vendor
ClipperCreek	United States	Vendor
CNIguard	United States	Vendor
Communitings	Belgium	Vendor
Comtrade Digital Services	United States	Vendor
Connect Intwine	United States	Vendor
ConnectDER	United States	Vendor
Corporate Systems Engineering	United States	Vendor
Cyient	India	Vendor
Dynamic Digital Displays	United States	Vendor
Databuoy	United States	Vendor
DC Systems	United States	Vendor
Diaglogic	Canada	Vendor
Digi International Inc.	United States	Vendor
Guangdong Rongwen Energy Technology Group	China	Vendor
Dresser Natural Gas Solutions	United States	Vendor
Dropcountr	United States	Vendor
D-tect Systems	United States	Vendor
DVI	United States	Vendor
Eagle Research Corporation	United States	Vendor
Eaton	United States	Vendor
EC Infosystems	United States	Vendor
Ecobee	Canada	Vendor

Processor's Third-Party Sub-Processors

Name	Location of Sub-Processor	Purpose
EDMI Limited	Singapore	Vendor
Efacec Power Solutions	Portugal	Vendor
Efergy	China	Vendor
Elektron	Sweden	Vendor
Eletra Energy Solutions	Brazil	Vendor
Elichens	France	Vendor
Emerson	United States	Vendor
Energate	Canada	Vendor
Tecnologias EOS Medical	Mexico	Vendor
Esri	United States	Vendor
Estuate	United States	Vendor
Exceleron	United States	Vendor
Exegin Technologies Limited	Canada	Vendor
Fairway Electrical Services Inc.	Canada	Vendor
G&W Electric	United States	Vendor
Genus Power Infrastructures Limited	India	Vendor
Gerard Professional Solutions Pty Ltd (GPS)	Australia	Vendor
Google	United States	Vendor
Graybar	United States	Vendor
GreenBe Software	Australia	Vendor
Grid4C	United States	Vendor
Harris Utilities	Canada	Vendor
HD Electric Company	United States	Vendor
Holophane	United States	Vendor
Honeywell	United States	Vendor
Horstmann	Germany	Vendor
Houston Radar	United States	Vendor
I20	United Kingdom	Vendor
IBM	United States	Vendor
Infosys	India	Vendor
Instrumentation Technologies		Vendor
iUS Technologies	United States	Vendor
Jetlun Corporation	United States	Vendor
Kamstrup	Denmark	Vendor
Kitu Systems	United States	Vendor
Landis Gyr	Switzerland	Vendor
LED Roadway Lighting	Canada	Vendor
LG Electronics USA, Inc.	United States	Vendor
LightSmart Energy Consulting, LLC	United States	Vendor
Lockheed Martin	United States	Vendor
Lumnex	United States	Vendor
Master Meter	United States	Vendor
Metrix	New Zealand	Vendor

Processor's Third-Party Sub-Processors

Name	Location of Sub-Processor	Purpose
Microsoft	United States	Vendor
Mirai	Japan	Vendor
MMB Research	Canada	Vendor
Nansen	Brazil	Vendor
New Cosmos Electric Co., Ltd.	Japan	Vendor
Nighthawk Total Control	United States	Vendor
NovaTech	United States	Vendor
OMRON Electronic Components	United States	Vendor
Operational Technology Solutions (OTS)	United States	Vendor
Oracle	United States	Vendor
OSIsoft	United States	Vendor
OSRAM	Germany	Vendor
OWON Technology Inc.	China	Vendor
PayGo Electric	Kenya	Vendor
Power Systems Integrity, Inc.	United States	Vendor
Powerley	United States	Vendor
Qinetiq	United Kingdom	Vendor
Qualcomm	United States	Vendor
Rainforest Automation	United States	Vendor
RouteSmart Technologies	United States	Vendor
S&C Electric Company	United States	Vendor
SafePlug Smart Energy	United States	Vendor
Secure		Vendor
SELC	United States	Vendor
Sentient Energy, Inc.	United States	Vendor
Siemens Corporation	Germany	Vendor
Sierra Wireless	Canada	Vendor
Smart Energy Water	Canada	Vendor
Smartenit	United States	Vendor
SmartGridCIS	United States	Vendor
Sonnen	Germany	Vendor
SPIE	United States	Vendor
Sprint	United States	Vendor
Sumeru Verde P. L.	India	Vendor
Sunrise Technologies, Inc.	United States	Vendor
Tantalus	United States	Vendor
TCAM Technology Pte Ltd	Singapore	Vendor
Telematics Wireless	United States	Vendor
Telescada	United States	Vendor
Tendril	United States	Vendor
Terrago	United States	Vendor
ThinkEco	United States	Vendor
Trilliant	United States	Vendor

Processor's Third-Party Sub-Processors

Name	Location of Sub-Processor	Purpose
Universal Devices	United States	Vendor
Urbancontrol	United Kingdom	Vendor
Utilidata	United States	Vendor
US3	United States	Vendor
V2COM	United States	Vendor
Varentec	United States	Vendor
Verizon	United States	Vendor
WaterSmart	United States	Vendor
Whirlpool	United States	Vendor
Wireless Glue	United States	Vendor
ZH Technologies International	United States	Vendor

ATTACHMENT H TO THE ORDER DOCUMENT

Network Coverage Addendum

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Network Coverage Addendum

1. Additional Definitions.

The following defined terms are in addition to those defined in the Agreement General Terms and Conditions of the Agreement and the Additional Definitions in this Section 1 of the Equipment Addendum for this Attachment H.

Alternative Backhaul means alternative CUSTOMER provided network connectivity between Itron data center and Network Devices which is approved by both parties. For example, fiber backhaul, point to point wireless or satellite communications provided by CUSTOMER and approved by SUPPLIER would be Alternative Backhaul.

Alternative Network Devices means new types of Network Devices which have been or may be developed by SUPPLIER to provide additional alternatives to APs, Socket-APs and Relays. For example, a new type of AP that can be mounted on a streetlight socket which enables installation in areas where no poles are present.

Deployment Period is defined in the Equipment Addendum Attachment C.

Network Device is defined in the Equipment Addendum Attachment C.

Network Coverage Commitment is defined in Section X of this Attachment H.

No Meter Left Behind Commitment is defined in Section 10 of this Attachment H.

Optimized Endpoint means an endpoint that has been subject to Optimization.

Read State means meters identified in UIQ as “Active, “Inactive” or “Disconnected”.

Total VIWAPA Population means the ~57,000 electric meters as provided during the RFP and any additional devices installed during the deployment period that are within 200 linear meters of a meter in the RFP list.

The following defined terms are duplicated from the Statement of Work (Attachment B) for purposes of this Attachment H.

AMI	Advanced Metering Infrastructure
Commissioned AMI Meter	Means AMI meters that have been installed and communicating on the AMI network at 95% or better and providing read data for 5 (five) consecutive days. Once a device is commissioned it remains in the state until Optimization is complete. At that point it becomes Provisioned and Optimized as defined in this document.
Commissioned Network Device	Means any Access Point, Relay or Socket Access Point (SAP) that has been installed and Active for 5 (five) consecutive days as evidenced by the Device Ping Report from AMM. Once a device is commissioned it remains in the state.
Enhanced Field Network Design (EFND)	Means SUPPLIER’s modifications to the Initial Field Network Design that will be performed after SUPPLIER performs Site Surveys of the field network locations and conditions.

Final Field Network Design (FFND)	Means SUPPLIER's final "as built" inventory of Network Devices at the end of deployment and Optimization.
Initial Field Network Design (IFND)	Update to the Preliminary Network Design using the most recent AUTHORITY information. Site Surveys are performed to validate the suitability and feasibility of building the network according to the IFND. Results of site surveys are incorporated in the EFND.
Optimization	An iterative process in which the performance of the network within a defined region is evaluated against Service Levels upon which the Parties have agreed. Optimization will be performed in an Optimization Area after Meter installation reaches a to be agreed upon saturation percentage and all Network Devices required by the Enhanced Field Network Design for the area have been installed and validated. At the conclusion of optimization, Service Points that meet SLAs are marked "Optimized". Optimization may result in the placement of additional, or relocation of existing, Network Devices in the area, to meet Service Level Agreements. Service Points that do not meet Service Levels will not be considered "Optimized".
Optimization Area	Means a contiguous area agreed to by SUPPLIER and the AUTHORITY used for Optimization.
Wide Area Network (WAN)	A geographically dispersed communications network with a specific user group; that is, any network that links across metropolitan, regional, or national boundaries. A WAN may be privately owned or rented, but the term usually implies the inclusion of public (shared user) networks.

2. Warrants and Representations

SUPPLIER represents that it also has enough network capacity built into the network to support up to 60,000 electric meters assuming that any additional electric meters ("Not Provided Locations") are within the coverage area of the "Initial Network Design" i.e. latitude and longitude coordinate pairs within this Initial Network Design Coverage Area, regardless of the physical installation location (e.g. inside, outside, etc.), and upon completion of the system acceptance test, will have an average daily communication performance of 99.5% or better and an average near real time data collection and delivery interval reads every 15 minutes of 95% (collectively, the "Performance Requirements"). SUPPLIER warrants that the Total VIWAPA Population is included in the Initial Network Design Coverage Area.

SUPPLIER agrees that the Final Field Network Design of surveyed and installed Network Devices will provide the necessary RF communications to meet the Performance Requirements for the Total VIWAPA Population. Provided that any electric meter strictly within the boundaries of the Initial Network Design Coverage Area, SUPPLIER warrants that the Final Field Network Design will meet the Performance Requirements for the Total VIWAPA Population proposed for the AMI solution. If additional Network Devices or Remote Antenna are required to meet the Performance Requirements during the deployment period, VIWAPA will purchase and pay SUPPLIER to install such Network Devices or Remote Antenna, up to 5% of the total cost of the Network Equipment. This 5% limit shall be calculated using total cost of network devices and installation. SUPPLIER shall provide all survey services for additional devices at no charge.

3. Data Set and IFND.

CUSTOMER will provide SUPPLIER with a revised data set of meter locations and mounting asset locations ("**Data Set**") that will be used as the basis for SUPPLIER to develop an IFND. The Data Set will be in WGS84 decimal degree latitude / longitude format. If CUSTOMER does not provide a complete Data

Set for at least 95% of the meter locations to SUPPLIER prior to the Effective Date, the Network Coverage Commitment shall cover 100% of Meter service point locations latitude/longitude data set provided by CUSTOMER as part of the RFP.

- a. SUPPLIER will provide CUSTOMER with an IFND that lists:
 - i. Number of APs and Socket APs for initial deployment and their intended deployment location.
 - ii. Number of Relays for initial deployment and their intended deployment location.
- b. The IFND as described above will contain fewer devices than the device counts provided as Equipment quantities per Section 4 below, because SUPPLIER will hold off some number of devices to be used to provide:
 - i. Coverage in areas where the IFND did not successfully cover some meters.
 - ii. Redundancy in areas where meters can only register with a single AP.
 - iii. Load balance for APs and Socket APs with an excessive number of meters which cannot be read according to the performance SLAs.
 - iv. Coverage to “hard-to-hear” locations (e.g., below grade meters, meter cabinets, in building meter rooms) subject to the exclusions below.

4. Equipment Quantities.

SUPPLIER will provide CUSTOMER the expected total count of Network Devices required to meet the Network Coverage Commitment in Section 6 of this Attachment H based on the Data Set provided by CUSTOMER. Network Devices will be quantified by device type (i.e., Access Points, Socket Aps and Relays) that are expected to be required during the Deployment Period to provide 100% coverage for the Electric Meters provided in the data Set.

5. Network Equipment Budget.

The total cost of the expected Network Devices (8 ethernet AP, 59 Cellular AP, 66 Relays and 21 Socket AP) will be used to determine the Network Equipment Budget. Note that this is the total cost of Network Devices that are expected to be required by the end of the project to provide 100% coverage to the meters in the Total VIWAPA Population. The Network Equipment budget does not include the 5% cap if additional equipment is required.

- c. SUPPLIER will select the most cost-effective Network Device to meet the Network Coverage Commitment. In general, SUPPLIER shall select from the available Network Device options the device(s) that minimizes total cost (hardware, mounting, and operational). If CUSTOMER directs SUPPLIER to use a different Network Device, the difference in cost (including installation) between CUSTOMER’s chosen solution and the SUPPLIER proposed solution will not count towards the Network Equipment Budget.
- d. the difference in cost (including installation) between the proposed solution and the solution chosen by CUSTOMER will be the responsibility of CUSTOMER and are excluded from the Network Equipment Budget calculation.
- e. If the total Equipment cost of the FFND exceeds the Network Equipment Budget plus 5%, SUPPLIER will bear the cost of additional Equipment as needed to meet the Network Coverage Commitment. For clarity:
 - i. Cost of equipment will be covered by SUPPLIER
 - ii. Cost of device installation will be covered by SUPPLIER
 - iii. Cost of Make Ready work will be covered by CUSTOMER
 - iv. Cost of pole installation will be covered by CUSTOMER

6. Geocoded Locations.

The IFND will only include AMI electric meters within 200 linear meters of AMI electric meters provided with geocoded locations. SUPPLIER expects meters without a geocoded location to be able to connect without additional Equipment if such deployed meters fall within the footprint of the geocoded meters. If an endpoint without an initial geocoded location is excluded from the Coverage Commitment in this Attachment H and additional Network Devices are required, the additional Network Devices deployed to connect these endpoints will not count towards the Network Equipment Budget.

7. Network Coverage Commitment

The FFND provided to CUSTOMER will provide RF coverage to 100% of Meters provided for in the IFND (“**Network Coverage Commitment**”), calculated as the number of Meters able to communicate with AMI system within the Performance Requirements over the total number of Meters deployed under the SOW and not excluded by Section 7.1 of this Attachment H. A meter’s ability to communicate with AMI system will be considered confirmed once a Meter transitions to a Commissioned State (as defined above). The Network Coverage Commitment shall be measured one time only after Optimization is completed. Should the Network Coverage Commitment not be met at the conclusion of Final Optimization, SUPPLIER will remediate the network and retest. All remediations will be subject to the terms in Section 5 of this Addendum H.

For areas requiring additional Network Devices above the Network Equipment Budget, SUPPLIER shall use the best option to provide mesh coverage, e.g., AP’s, Socket APs, Relays, Photocell APs, or Alternative Network Device while still meeting the Performance Requirements. For example, Alternative Network Device could be a new type of AP that can be mounted on a streetlight socket which enables installation in areas where no poles are present. As another example, mounting a socket AP on a pole or another alternative mounting option if available. Any make ready work needed for these additional devices would be subject to the terms set forth in Section 5 of this addendum H.

8. Exclusions.

The Network Coverage Commitment does not apply to Meters that are not Commissioned due to:

- A lack of wide area network (WAN) backhaul connectivity for the associated Network Device unless such lack can be addressed by use of Alternative Network Equipment or Alternative Backhaul. Network Device may be added to the design to provide an alternative method to cover downstream meters from lack of WAN coverage affected Network Device. However, excessive chains of relays (4 or more) linking meter clusters back to areas of active mesh or backhaul are excluded.
- Inability to mount Network Device antenna (except for Socket APs) a minimum of 7m above ground level (AGL) due to local ordinance preventing it;
- Radio frequency opt-out customers leading to material gaps in mesh coverage (cases would be mutually agreed upon by the Parties, acting reasonably and in good faith, during the Deployment Period);
- Illegal radio frequency interference from transmitters operating within the solution frequency spectrum of 902 to 928 MHz that cannot be resolved by CUSTOMER;
- Failure of CUSTOMER to perform required preparatory work, or CUSTOMER pays SUPPLIER to perform required preparatory work, associated with remediating hard to reach indoor or below grade meter locations requiring external antennas (such as drilling, conduit runs, building / customer approvals); This applies to individual Meters located inside built structures (meter rooms, cabinets, etc) or below grade that do not match the meters that were identified by CUSTOMER as being built inside structures or below grade. This exclusion is based on SUPPLIER and CUSTOMER periodic review and mutual agreement.

- If applicable, discontinuance by CUSTOMER of Maintenance and Support Services or failure of CUSTOMER to implement updates provided by SUPPLIER;
- Note that design and Network Device counts are scoped assuming CUSTOMER provided location data was reasonably accurate and only covers Meters in the Total VIWAPA Population provided as an input to the IFND. Meters added outside of the designed coverage area as reviewed and mutually agreed to are not covered by this SOW.

9. Network Equipment Deployment

SUPPLIER will deploy the Network Equipment specified in the EFND in a geographical area at least 4 weeks before meter installation begins.

These devices will be imported into UIQ by SUPPLIER so that SUPPLIER's NOC monitoring can commence and the health of the communications to these devices be assessed prior to meter installation. Devices that do not meet the NOC performance metrics will be ticketed and where appropriate assigned to SUPPLIER for field investigation (e.g., vandalism, downed pole).

Any installed network device that fails to Commission will be investigated and remediated by the SUPPLIER prior to scheduled meter installations in the affected deployment area.

10. Meter Deployment and No Meter Left Behind

SUPPLIER will provide AUTHORITY every month with the expected meter deployment for the following month. The deployment plan will be as specific as possible, for example by endpoint, Service Point ID, latitude, longitude, and expected deployment date.

SUPPLIER will follow the installation plan and on a timely basis load location information into UIQ. SUPPLIER's installer should be directed to prioritize deployment in the following manner:

- Deploy only in areas where Network Infrastructure has been deployed.
- Deploy from Network Devices outward if possible.
- Deploy in a manner to saturate geographic areas under network infrastructure as opposed to completing long routes that extend in a single direction (as an example).
- Address skipped meters in a timely manner.

SUPPLIER will monitor the deployment for those meters in:

- "Installed" state (where the location information has been loaded in UIQ but the meter has not made contact with the mesh and/or the back office).
- "Unreachable" state (meters that were in "Active" "Inactive" or "Disconnected" which have not communicated for 24-48 hours).
- "Discovered" state (where meter has made contact with the mesh and no location information has been loaded in UIQ within 72 hours of installation).

SUPPLIER will perform an analysis of the possible reasons for meters being in the above states leveraging the deployment schedule as well as metrics exposed by UIQ, the SUPPLIER reporting server, field notes, and other sources.

- For "Installed" meters, SUPPLIER will examine those meters which have been in that state for longer than 5 days.
- For "Unreachable" meters, SUPPLIER will investigate "lack of RF coverage" of devices that are not communicating normally, SUPPLIER will lead the troubleshooting focusing on the endpoints.
- For "Discovered" meters, SUPPLIER will review installation logs to verify that the meter was installed and the installation records was provided to CUSTOMER's CIS for processing.

SUPPLIER will correct any errors in the installation and repost the installation to CUSTOMER's CIS. Where the meter was properly installed and reported to VIWAPA's CIS, SUPPLIER will notify CUSTOMER for investigation and correction of the update to UIQ.

Upon this analysis SUPPLIER will:

- Identify areas which require additional meter deployment, or relocation of network device, of network devices or installation of remote antenna and will schedule these to be deployed within a mutually agreed timeline. SUPPLIER will provide for all the field services without cost to the CUSTOMER. If the Equipment costs for this additional deployment exceeds the Network Budget of Equipment identified in the IFND, SUPPLIER will provide such Equipment without cost to the CUSTOMER.
- Identify areas which require additional deployment where meters are still thinly deployed and additional meter deployment will strengthen the RF mesh and provide coverage and schedule these meters to be deployed within a mutually agreed timeline.
- Perform a field visit to examine local conditions and propose a solution such as installing an external antenna, installing an additional Network Device (e.g., an isolated meter room, meters below grade) or other solution.
- Perform a field visit to ensure meters are deployed, recorded and/or operating correctly.
- Determine that the meter(s) are located in an area where the designed AP or Socket-AP does not have cellular backhaul of sufficient quality to maintain consistent communications. SUPPLIER will identify alternative locations for mounting APs or Socket-APs and connect to the affected meters with Relays subject to the exclusions detailed in Section 7.1 of this document. If these solutions do not suffice CUSTOMER and SUPPLIER will identify alternate backhaul solutions (e.g., fiber AP, satellite AP, etc) and CUSTOMER will provide Alternate Backhaul..

SUPPLIER and CUSTOMER will hold a weekly meeting to review the counts, aging, and status of meters in these states as well as solution options, and logistics of field visits and remediation.

SUPPLIER will ensure that any deployed meter becomes Commissioned per the below prescribed timelines. SUPPLIER will attempt to remediate 100% of deployed meters that fail to become Commissioned prior to the 3rd read date from installation.

- >80% of meters should Commission before 1st read date and VIWAPA will manually read up to 20% of installed meters on route without penalty.
- >95% of meters should Commission before 2nd read date and VIWAPA will manually read up to 5% of installed meters on route without penalty.
- >99.5% of meters should Commission before 3rd read date and VIWAPA will manually read up to 0.5% of installed meters on route without penalty

Upon meters meeting the minimum performance threshold for 5 consecutive days, they will be Commissioned and eligible for the Pre-Optimization SLAs.

For any meter which fails to Commission within the timelines above and requires VIWAPA to manually read more meters than allowed, SUPPLIER will credit CUSTOMER \$75 per month for each manual read above the threshold until such meter becomes Commissioned.

11. Meter Saturation and Optimization

SUPPLIER will conduct Optimization for St. John before IDA approximately every 3 months for St. Croix and St. Thomas (including Water and Hassel islands). No area will be optimized where less than 98% of installed meters are Commissioned.

This process examines a variety of metrics such as meter loading on Access Points, meters without a secondary Access Point, and meters that do not read consistently in the 15-minute read jobs.

The process might recommend the addition of Access Points, Socket-APs, or other suitable mitigation methods to remediate RF coverage, redundancy, or AP loading issues.

At the end of each Optimization, the analysis and the list of Service Point IDs that are considered Optimized will be reviewed with CUSTOMER. Any meter within an Optimization Area which fails to be Optimized will be identified and will have a mitigation plan such that such meter will be Optimized with the next planned Optimization.

Upon being marked Optimized, these meters will be extracted from the list of meters under “Pre-Optimization” SLAs and will be added to the list of Optimized meters used to compute the SaaS SLAs.

Thereafter, if a meter in an Optimized Service Point ID is replaced by another meter, the new meter installed in the same Service Point is automatically considered for the SLA calculation. Any new Service Point added to an Optimized Area after SAT will be Optimized periodically (no less than every 6 months) when SUPPLIER is notified that such Service Point has been added, a new AMI meter has been installed and such meter becomes Commissioned.

SUPPLIER will complete Optimization for all Commissioned meters prior to beginning SAT.

ATTACHMENT I TO THE ORDER DOCUMENT

SecurityAddendum

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Security Addendum

This Security Addendum (“**Security Addendum**”) supplements and forms part of the Agreement and shall be applied to the Order Document. Any capitalized term used but not defined in this Security Addendum shall have the meaning given in the Agreement and/or in the Order Document. If there is a conflict or inconsistency between this Security Addendum and any other part of the Agreement or Order Document, the term that affords greater protection for Customer Data will control.

1. **Information Security Program.** Itron shall maintain a comprehensive documented security program that is based on industry standard security frameworks, including NIST 800-53 and ISO 27001 (the “Security Program”). Pursuant to the Security Program, Itron shall maintain administrative, physical, and technical security measures to protect the Service Offerings, Maintenance and Support Services, and the security and confidentiality of Customer’s Data.
2. **Network, Application, and Infrastructure.** Itron shall maintain information security controls to protect Customer Data that is received, processed, or stored by Itron or its cloud providers in connection with Customer’s use of the Service Offerings and Maintenance and Support Services. These controls will be designed to ensure the confidentiality, integrity, and availability of Customer Data, the Itron network, and information technology assets used by Itron to deliver Service Offerings. They will include technical and organizational measures and other safeguards to (i) secure Customer Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access; (ii) mitigate reasonably foreseeable external and internal risks to the Itron network and Service Offerings, including risks of unauthorized access to facilities, systems, and information assets storing or processing Customer Data; and (iii) enable Itron and Customer to comply with their respective obligations under applicable data privacy and data protection laws and regulations (collectively, “**Data Protection Laws**”). All controls will be governed by written policies and procedures under Itron’s Security Program. All policies and procedures will be reviewed and approved annually by appropriate management-level Itron Personnel.
3. **Specific Technical Controls.** Itron will employ defenses such as encryption, log monitoring, endpoint protection, and firewalls to protect the Itron network, Service Offerings and Customer Data, including the following, consistent with industry standards:
 - a. Encryption of Customer Data processed and stored in the Service Offerings (including Customer user passwords) leveraging at least AES 256-bit encryption for data at rest and in transit.
 - b. Strong authentication in compliance with industry standards, such as multi factor authentication; strong complex passwords, or certificate based authentication. Passwords shall not be stored or transmitted in a human readable format.
 - c. Network-based vulnerability scanning for Itron network and Service Offerings, with regular application of patches and security updates to the Itron network, Service Offerings, and associated information assets;
 - d. Intrusion prevention and intrusion detection systems (IPS/IDS), with secure storage and regular monitoring of logs;
 - e. Firewalls to control traffic to and from the Itron network and Service Offerings, with network perimeter monitoring, automated notification of suspicious activity, and rule set validation reviewed annually;
 - f. Secure by design, defense in depth approach to development and maintenance of Itron Software incorporated in Service Offerings in accordance with a defined software

- development life cycle framework, including regular code review using application security and code analysis tools;
 - g. External and internal vulnerability testing for the Service Offerings, including annual penetration testing;
 - h. Hardening practices to protect the Itron network and Service Offerings from vulnerabilities;
 - i. Remediation of vulnerabilities with appropriate timelines based on severity.
4. **User Access Management.** Itron will ensure that all access to the Itron network and Service Offerings is restricted to authorized individuals and Itron will enable Customer to restrict Customer users' access to the Service Offerings. These restrictions will be supported by authentication controls, including enforcement of complex password rules, consistent with industry standards, and account lockouts in all environments as well as procedures such as encryption, masking, and expiration rules to maintain security of passwords.
 5. **Network and Data Separation.** Itron will maintain logical or physical separation between the Itron network and the cloud provider environments where Customer Data is processed and stored. Itron's application and database security frameworks will ensure that Customer Data is logically separated from Itron data and third-party data. Itron will also maintain logical separation of production and non-production environments within the Itron network and within the Service Offerings.
 6. **Physical and Environmental Controls.** Itron will employ industry standard measures to manage physical security, mitigate security risks, and prevent and detect unauthorized access to Itron facilities, systems, and assets. Itron will equip its corporate buildings with physical access control systems such as access badge readers and monitoring, and registration systems for visitors that restrict access and track information about individuals. Itron will also implement and regularly test fire suppression measures and environmental controls, where required for systems performance. To protect Customer Data while stored or processed using Services Offerings, Itron will ensure cloud providers maintain physical security for their data centers using state-of-the-art controls and equipment to protect their data centers from threats and unauthorized access. Itron will also ensure cloud providers enforce other controls designed to ensure redundant operations during environmental incidents, including continuity of electrical power, fire suppression, and humidity and temperature controls.
 7. **Change Management.** Itron will implement and follow formal change management processes that require software and infrastructure changes affecting the Service Offerings or the Itron network to be formally documented, tested, reviewed, and approved prior to migration to the production environment. Infrastructure and software changes are managed and tracked using work management systems. The change management processes are appropriately segregated, and access to migrate changes to production is restricted to authorized Itron Personnel. This clause requires Customer to maintain non-production environments as part of their deployment. Should Customer elect to remove non-production environments, this paragraph is void.
 8. **Vendor Management.** Itron will implement and follow formal vendor risk management processes that require documented risk assessment, with scrutiny and mitigation commensurate with the level of risk. Itron's agreements with cloud providers and other key vendors involved in provisioning the Service Offerings or the Itron network will include information security and protection commitments, including where appropriate requirements to conduct, maintain, and provide on request evidence of

third-party audit and/or certification according to the Service Organization Controls (SOC) reporting framework, ISO/IEC, or other similar framework or standard.

9. Breach Notification and Incident Response.

(a) Notification. If Itron becomes aware of a breach of security or a potential breach of security, impacting Customer Data or systems Itron manages to deliver Service Offerings, leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data (a “Security Incident”), Itron shall immediately notify Customer as follows:

Itron shall IMMEDIATELY CALL, regardless of the day or time the Customer’s ITS Support Center at (860) 665 - 4357 (24x7); **ALSO** julius.aubain@viwapa.vi, communications@viwapa.vi with details of the Security Incident.

(b) Initial Notification. The initial notification shall include the date and time of the Security Incident occurrence (or the approximate date and time of the occurrence if the actual date and time of the occurrence is not precisely known) and a detailed summary of the facts and circumstances of the Security Incident, to the extent that they are known to Itron, including a description of (a) why the Security Incident occurred (e.g., a precise description of the reason for the system failure), (b) the amount of Customer Data known or reasonably believed to have been disclosed without authorization, and (c) the measures being taken to address and remedy the occurrence to prevent the same or a similar event from occurring in the future.

(c) Notice Updates. Itron shall provide written updates of the Security Incident notice to Customer addressing any new facts and circumstances learned after the initial written notice is provided and shall provide such updates within a reasonable time after learning of those new facts and circumstances. Itron shall cooperate with Customer to determine the risk posed by the Security Incident, including providing additional information regarding the Security Incident upon request from Customer to the extent such information is available to Itron and to the extent the Security Incident is caused by Itron’s errors or omissions.

(d) Incident Response Plan. Itron shall have in place a written Response Plan with requirements and procedures to respond to and address Security Incidents caused by Itron’s errors or omissions (“Response Plan”), including measures to notify Customer, mitigate impacts of Security Incidents and procedures and actions to be taken to assess Security Incident and mitigate the risk of occurrence of such Security Incidents in the future, as described below. Upon request, Itron shall provide the Response Plan to Customer or make its Response Plan accessible for review. The Response Plan and its implementation shall follow best practices that at a minimum are consistent with the contingency planning requirements of NIST Special Publication 800-61 Rev. 2, NIST Special Publication 800-53 Rev. 4, CP-1 through CP-13 and the incident response requirements of NIST Special Publication 800-53 Rev. 4, IR-1 through IR-10 as those standards may be amended.

Itron will, for Security Incidents on Itron network, the Service Offerings or affecting Customer Data under Itron’s responsibility, promptly take all reasonable steps to contain or mitigate the effects of the Security Incident and implement appropriate controls to prevent its recurrence. Itron will comply with applicable law in its response to the Security Incident. Itron will be responsible for any Security Incident response and investigation and will cooperate with and assist Customer, to the extent such cooperation does not impact Itron’s confidentiality obligations to other parties, including other Itron customers, and its representatives, law enforcement, and any data protection authority or other appropriate governmental or regulatory body in connection with Itron’s response and investigation.

10. Audit. Itron undergoes external audits and has completed a SOC 1 Type II attestation, and a SOC 2 Type II attestation. These reports are available upon request and Itron will provide the SOC 2 Report

to CUSTOMER within 30 days of execution of Contract and upon completion of the annual audit. Itron will also provide written responses to all reasonable requests made by Customer for information relating to Itron's processing of Customer Data, including responses to information and security audit questionnaires submitted by Customer and that are necessary to confirm Itron's compliance with this Security Addendum, provided Customer shall not exercise this right more than once per calendar year or when Customer is expressly requested or required to provide this information to a protection authority. Notwithstanding the foregoing, Customer may provide Itron with thirty (30) days' prior written notice requesting that a third party conduct an audit of Itron's facilities, equipment, documents and electronic data relating to the processing of Customer Data under the Agreement ("Audit"), provided that: (a) the Audit shall be conducted at Customer's expense; (b) the parties shall mutually agree upon the scope, timing and duration of the Audit; (c) the Audit shall not unreasonably impact Itron's regular operations; and (d) such Audit shall not occur more than once per calendar year. Customer acknowledges that any audit report, written responses, or Audit described in this section shall be subject to the confidentiality provisions of the Agreement.

11. **Third-Party Data Security Assessments.** Prior to engaging with a new third party that may have access to Customer Data, Itron shall evaluate such third party's data security standards using a qualification risk assessment.
12. **Bill of Materials.** Upon request by Customer, Itron shall provide a software bill of materials in an industry standard format that identifies the major components and versions used in the software that is incorporated into the Service Offerings. Itron will make available a statement of verification that the hardware components used are not sourced from embargoed countries or US Trade Restricted Suppliers.

ATTACHMENT J TO THE ORDER DOCUMENT

Software Addendum

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Software Addendum to follow on next page**

Software Addendum

1 Relationship to General Terms and Conditions

This Addendum is subject to the Amended General Terms and Conditions and applicable Order Documents.

2 Additional Definitions

The following defined terms are in addition to those defined in the General Terms and Conditions:

Authorized Installations means installations of Itron Software only on one production environment, one disaster recovery environment and one test environment on Customer premises.

Authorized User means an employee or contractor of Customer who Customer permits to access and use the Itron Software and/or Documentation pursuant to Customer's license hereunder.

Endpoints, for the purposes of this Addendum, means an electric meter, 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.

Itron Software means the machine readable (object code) version of computer programs listed in a pricing summary to be licensed to Customer under this Agreement that are developed by or on behalf of Itron.

License Term means the duration of the Itron Software license granted by Itron to Customer under this Addendum; unless expressly specified otherwise, the License Term for each Itron Software product is perpetual.

Software means Itron Software and Third-Party Software, including any updates provided to Customer pursuant to this Agreement.

Software Warranty Period means a period of ninety (90) days from the date of delivery, unless another Software Warranty Period is expressly stated in the applicable Order Document.

Third-Party Software means the machine readable (object code) version of computer programs listed on an Order Document to be licensed to Customer by a third-party and that are not developed by or on Itron's behalf.

3 Ordering Software

Customer shall order Software by executing the Contract and issuing Notice to Proceed to Itron in accordance with this Agreement.

4 Delivery and Invoicing

Itron will promptly deliver Software electronically, on tangible media, or by other means following Itron's acceptance of the applicable Purchase Order. Risk of loss of any tangible media on which the Software is delivered will pass to Customer on delivery to carrier. Itron will invoice Customer for Fees due for Software upon the date of delivery.

5 Itron Software License

Subject to and conditioned on Customer's payment of all applicable Fees and compliance with this Agreement, Itron hereby grants to Customer a non-exclusive, non-sublicensable, and non-transferable license during the License Term to use Authorized Installations of Itron Software and related Documentation for Customer's internal business purposes solely: (i) within the Territory; (ii) in connection

with the number of Endpoints or other devices specified on the applicable Order Document; and (iii) in accordance with any other restrictions specified on the applicable Order Document.

6 Third-Party Software

All Third-Party Software and related documentation is separately licensed to Customer by the applicable third-party, and Customer's rights and responsibilities with respect to such software or documentation shall be governed in accordance with the third-party licensor's applicable software license. If Customer chooses to order Third-Party Software, Customer shall enter into or accept one or more separate third-party agreements as part of the ordering, fulfillment, installation and/or download processes for such Third-Party Software. Customer has the right to accept or reject license terms for Third-Party Software.

7 Documentation

Itron will make its Documentation, including but not limited to release notes, user manuals, existing defects, available via download and provide Customer with download instructions.

8 Itron Software License Restrictions.

Customer shall not use the Itron Software or Documentation for any purpose beyond the scope of the licensed granted in this Addendum. Without limiting the foregoing, Customer will not at any time, directly or indirectly: (i) modify or create any derivative works from Itron Software, (ii) distribute the Itron Software, (iii) include or combine Itron Software with any software, equipment, or hardware other than as expressly authorized in writing by Itron, (iv) use Itron Software to provide services to third-parties, (v) reverse assemble, decompile, reverse engineer Itron Software or otherwise attempt to derive its source code except to the extent that such restriction is prohibited by applicable law, (vi) export Itron Software out of the Territory, (vii) use any Itron Software to create products or services that compete with any of Itron's products or services, or (viii) copy Itron Software except to make one machine readable copy for disaster recovery or archival purposes. Customer's breach of these restrictions or use of Itron Software or Documentation other than as licensed hereunder 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. Customer is responsible and liable for all uses of Itron Software and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall take reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Itron Software, and shall cause Authorized Users to comply with such provisions.

If an Itron Software license is acquired under a United States government contract, Customer acknowledges that such Itron Software (including updates thereto) and associated Documentation are "Commercial Computer Software" as defined in 48 C.F.R. 12.212 of the Federal Acquisition Regulations (FAR) and in 48 C.F.R. 227.7014(a)(i) of the Department of Defense Federal Acquisition Regulations Supplement (DFARS), and are provided with only the commercial rights and subject to the restrictions described in this Agreement.

Customer shall not use the Itron Software or Documentation for any purpose beyond the scope of the licensed granted in this Addendum. Without limiting the foregoing, Customer will not at any time, directly or indirectly: (i) modify or create any derivative works from Itron Software, (ii) distribute the Itron Software, (iii) include or combine Itron Software with any software, equipment, or hardware other than as expressly authorized in writing by Itron, (iv) use Itron Software to provide services to third-parties, (v) reverse assemble, decompile, reverse engineer Itron Software or otherwise attempt to derive its source code

except to the extent that such restriction is prohibited by applicable law, (vi) export Itron Software out of the Territory, (vii) use any Itron Software to create products or services that compete with any of Itron's products or services, or (viii) copy Itron Software except to make one machine readable copy for disaster recovery or archival purposes. Customer's breach of these restrictions or use of Itron Software or Documentation other than as licensed hereunder 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. Customer is responsible and liable for all uses of Itron Software and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall take reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Itron Software, and shall cause Authorized Users to comply with such provisions.

To the extent directive 2009/24/EC on the legal protection of computer programs or similar legislation or regulations (collectively, the "directives") may provide Customer the right to decompile Itron 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.

Customer shall not use the Itron Software or Documentation for any purpose beyond the scope of the licensed granted in this Addendum. Without limiting the foregoing, Customer will not at any time, directly or indirectly: (i) modify or create any derivative works from Itron Software, (ii) distribute the Itron Software, (iii) include or combine Itron Software with any software, equipment, or hardware other than as expressly authorized in writing by Itron, (iv) use Itron Software to provide services to third-parties, (v) reverse assemble, decompile, reverse engineer Itron Software or otherwise attempt to derive its source code except to the extent that such restriction is prohibited by applicable law, (vi) export Itron Software out of the Territory, (vii) use any Itron Software to create products or services that compete with any of Itron's products or services, or (viii) copy Itron Software except to make one machine readable copy for disaster recovery or archival purposes. Customer's breach of these restrictions or use of Itron Software or Documentation other than as licensed hereunder 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. Customer is responsible and liable for all uses of Itron Software and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall take reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Itron Software and shall cause Authorized Users to comply with such provisions.

9 Limited Itron Software Warranty

For the Software Warranty Period, Itron warrants solely to Customer that the Itron 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 applicable

Software Warranty Period, 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) 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 Itron Software or Customer's systems through no fault of Itron. After the applicable Software Warranty Period, any Itron Software errors and any maintenance updates will be addressed under the Maintenance and Support Services Addendum.

10 Effect of Expiration or Termination for Cause

Upon termination of an Itron Software license for cause or expiration of a License Term, whichever occurs first, Customer shall immediately discontinue use of the applicable Itron Software and related Documentation, and Customer will destroy or return to Itron any and all copies. Upon Itron's request, Customer will confirm in writing that Customer has destroyed or has returned Itron Software and related Documentation in compliance with this section. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other files or materials. Termination of an Itron Software license for cause will not restrict Itron from pursuing any other remedies available to it, including injunctive relief, nor will it relieve Customer of its obligation to pay all fees that accrued prior to such termination.

11 Third-Party Software Warranty

Itron is not the owner of Third-Party Software and makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the durability, and fitness for use, merchantability, condition, quality, performance or non-infringement of any Third-Party Software. Third-Party Software shall be subject to any warranties provided by the Third-Party Software provider. 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 Software provider.

12 License Use Verification & Audit

12.1 License Use Verification

Customer represents and warrants the Itron Software will be used by Customer in compliance with the licenses granted in this Addendum. Promptly upon Itron's written request, and no more than once annually, Customer must furnish Itron with a letter signed by an officer of Customer, verifying such compliance, and confirming the number, identification, type and location of Endpoints and other devices being managed by Customer using Itron Software.

12.2 Audit

Itron has the right to audit Customer records to verify the number of Endpoints and other devices being managed by Customer using Itron Software and otherwise confirm Customer's compliance with license restrictions and Fee obligations of this Agreement. Itron must provide Customer with at least thirty (30) days prior written notice of the audit. The audit must be conducted during Customer's normal business hours at a mutually agreeable location. Itron's right to conduct an audit under this Section is limited to one (1) time per year, unless Itron has reason to believe that Customer is out of compliance with the license restrictions and Fee obligations of this Agreement. Itron has the right to use an independent auditor to conduct the audit. The audit shall be at Itron's sole cost and expense, unless the audit identifies a deficiency in Fees or other amounts owed or reimbursable by Customer during the audited period that is greater than five percent (5%) of the total amounts payable by Customer – in which case Customer must reimburse Itron

for all reasonable costs of the audit. All amounts found to be owed by Customer pursuant to an audit will be payable within thirty (30) days after receipt of invoice from Itron.

13 Survival

The following sections of this Addendum shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: 1 (Relationship to General Terms and Conditions), 2 (Additional Definitions), 4 (Delivery and Invoicing), 5 (Itron Software License) except to the extent applicable license rights expire or are terminated in accordance with this Agreement, 6 (Third-Party Software), 8 (Itron Software License Restrictions), 9 (Limited Itron Software Warranty), 10 (Effect of Termination for Cause), 11 (Third-Party Software Warranty), 12 (License Use Verification & Audit) and 13 (Survival).

APPENDIX C – HUD Rider

HUD GENERAL PROVISIONS

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development ("HUD"). In addition, Subcontractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf>.

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

2. STATUTORY AND REGULATORY COMPLIANCE

Subcontractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2017 (Pub. L. 115-56) and the Bipartisan Budget Act of 2018 ("BBA"), (Pub. L. 115-123), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

3. BREACH OF CONTRACT TERMS

VIHFA reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. REPORTING REQUIREMENTS

The Subcontractor shall complete and submit all reports, in such form and according to such schedule, as may be required by VIHFA. The Subcontractor shall cooperate with all VIHFA efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and 570.507.

5. ACCESS TO RECORDS

The State, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Subcontractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

6. MAINTENANCE/RETENTION OF RECORDS

All records connected with this contract will be maintained in a central location and will be maintained for a period of at least four (4) years following the date of final payment and close-out of all pending matters related to this contract.

7. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The Subcontractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

9. ENERGY EFFICIENCY

The Subcontractor shall comply with mandatory standards and policies relating to energy efficiency issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

10. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

11. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Subcontractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to

discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

12. SECTION 504 OF THE REHABILITATION ACT OF 1973

The Subcontractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 94), as amended, and any applicable regulations.

The Subcontractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

13. AGE DISCRIMINATION ACT OF 1975

The Subcontractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

14. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Subcontractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. part 2424.

15. CONFLICTS OF INTEREST

The Subcontractor shall notify VIHFA as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (or 84.42, if applicable)). The Subcontractor shall explain the actual or potential conflict in writing in sufficient detail so that the State is able to assess such actual or potential conflict. The Subcontractor shall provide VIHFA any additional information necessary for VIHFA to fully assess and address such actual or potential conflict of interest. The Subcontractor shall accept any reasonable conflict mitigation strategy employed by VIHFA, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

16. SUBCONTRACTING

When subcontracting, the Subcontractor shall solicit for and contract with such subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,

- (v) Organizational conflicts of interest,
- (vi) Specifying only a *brand name* product instead of allowing *an equal* product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

The Subcontractor represents to VIHFA that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

The Subcontractor will include these HUD General Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

17. ASSIGNABILITY

The Subcontractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of VIHFA.

18. INDEMNIFICATION

The Subcontractor shall indemnify, defend, and hold harmless VIHFA and its agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Subcontractor in the performance of the services called for in this contract.

19. COPELAND "ANTI-KICKBACK" ACT (Applicable to all construction or repair contracts)

Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The Subcontractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers)

The Subcontractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations

issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

21. DAVIS-BACON ACT

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation)

The Subcontractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

22. TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000)

If, through any cause, the Subcontractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Subcontractor shall violate any of the covenants, agreements, or stipulations of this contract, VIHFA shall thereupon have the right to terminate this contract by giving written notice to the Subcontractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Subcontractor under this contract shall, at the option of VIHFA, become VIHFA's property and the Subcontractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Subcontractor shall not be relieved of liability to VIHFA for damages sustained by VIHFA by virtue of any breach of the contract by the Subcontractor, and VIHFA may withhold any payments to the Subcontractor for the purpose of set-off until such time as the exact amount of damages due VIHFA from the Subcontractor is determined.

23. TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000)

VIHFA may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Subcontractor. If the contract is terminated by VIHFA as provided herein, the Subcontractor will be paid for the time provided and expenses incurred up to the termination date.

24. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000)

The Subcontractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers With Disabilities

1. The Subcontractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Subcontractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;

- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - iii. Rates of pay or any other form of compensation and changes in compensation;
 - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - v. Leaves of absence, sick leave, or any other leave;
 - vi. Fringe benefits available by virtue of employment, whether or not administered by the Subcontractor;
 - vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - viii. Activities sponsored by the contractor including social or recreational programs; and
 - ix. Any other term, condition, or privilege of employment.
2. The Subcontractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 3. In the event of the Subcontractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 4. The Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Subcontractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Subcontractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Subcontractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
 5. The Subcontractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Subcontractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
 6. The Subcontractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subcontractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

25. EXECUTIVE ORDER 11246

(Applicable to construction contracts and subcontracts exceeding \$10,000)

The Subcontractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

During the performance of this contract, the Subcontractor agrees as follows:

- A. The Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subcontractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- D. The Subcontractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Subcontractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- F. The Subcontractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- G. In the event of the Subcontractor's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Subcontractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- H. Subcontractor shall incorporate the provisions of A through G above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that

such provisions shall be binding on such subcontractor. The Subcontractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

26. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000)

The Subcontractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Subcontractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

27. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS (Applicable to contracts exceeding \$100,000)

The Subcontractor and all its subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
- B. Agreement by the Subcontractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports

and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- D. Agreement by the Subcontractor that he will include, or cause to be included, the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontract and requiring that the Subcontractor will take such action as the government may direct as a means of enforcing such provisions.

28. LOBBYING (Applicable to contracts exceeding \$100,000)

The Subcontractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subcontractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Subcontractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

29. BONDING REQUIREMENTS
(Applicable to construction and facility improvement contracts exceeding \$100,000)

The Subcontractor shall comply with VIHFA bonding requirements, unless they have not been approved by HUD, in which case the Contractor shall comply with the following minimum bonding requirements:

- (1) *A bid guarantee from each bidder equivalent to five percent of the bid price.* The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance

of his bid, execute such contractual documents as may be required within the time specified.

- (2) *A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.*
- (3) *A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.*

30. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (As required by applicable thresholds)

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Subcontractor agrees to send to each labor organization or representative of workers with which the Subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Subcontractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Subcontractor will not subcontract with any subcontractor where the Subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- E. The Subcontractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the subcontractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Subcontractor's obligations under 24 C.F.R. part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25

U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

31. FAIR HOUSING ACT

Subcontractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds. Please visit http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_11868.pdf for more information.

APPENDIX D – PROCUREMENT DOCUMENTS

PROCUREMENT DOCUMENTS



-RFP.zip



Addendums I-V.zip



Ittron VIWAPA BAFO
SOW.pdf

Virgin Islands Water and Power Authority



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.