LICENSED SOFTWARE MAINTENANCE POLICY

INTRODUCTION

This Licensed Software Maintenance Policy ("Policy") describes Itron's Support Services for all Itron's licensed software products. Itron will provide troubleshooting assistance per the provisions of this Policy at the request of the Customer. If the source of the trouble is shown to be outside the Itron system, Itron reserves the right to charge for the time and materials expended during its effort.

I. CUSTOMER RESPONSIBILITIES

1. SERVICE REQUESTS. Customer will notify Itron of problems that affect Software performance as soon as practical per the guidelines in II.1. This notification will be tracked by Itron as a Service Request.

2. CUSTOMER COORDINATOR. Customer will identify a supervisory level employee to act as a Customer Coordinator. The Customer Coordinator will act as the single administrative liaison with Itron for all non-technical maintenance issues, to include all calls to Itron for service.

3. SEVERITY LEVELS. Each Service Request is assigned a Severity Level. Severity Levels are mutually agreed upon between the Itron Support Analyst and the Customer Coordinator. Severity Levels describes the level of business impact to the customer, defines the rules of engagement, and the Itron resources to be expended. Severity Levels are set at 1, 2, 3, 4 or 5 depending on the nature of the problem, and they can be upgraded or downgraded at a later time. The list below summarizes these levels.

   - Severity Level 1 - Severe Business Impact
   - Severity Level 2 - Significant Business Impact
   - Severity Level 3 - Minor Business Impact
   - Severity Level 4 - Information/Training/Minor Errors
   - Severity Level 5 - Enhancement Request

4. TRAINING. In order to assist with the successful and effective operation of the Software, the Customer understands the need to retain personnel fully trained in the Use of the Software. Customer agrees that it shall not use Itron’s Support Services Centers in lieu of obtaining such formal training. Customer further agrees that each Customer contact person will be trained by Itron in the use, operation and support of the Software and will secure additional training for major releases. Training classes are available from Itron at Itron’s then current rates and may be conducted at Customer’s site, or at one of Itron’s locations. Customer shall be responsible for all travel and other expenses incurred by its employees while attending such training. Customer understands and agrees that if the Customer loses trained personnel and attempts to rely on Itron’s Support Services for training, assistance will be provided by Itron on an "as available" basis. While Itron will continue to respond to Customer requests, Itron will not allow Customer-training requests to dilute the effectiveness and responsiveness of its service and will notify Customer management that formal training is needed when such situations occur.

5. SYSTEM CONFIGURATION. Customer will ensure that equipment, operating system, and data communications environment is configured, operated, and maintained in accordance with Itron’s prescribed Software requirements. Customer agrees to consult with Itron prior to making changes that may affect Software operation.

6. NETWORK ADMINISTRATION. Customer will monitor and maintain all local, and wide area network components, to include network servers, network clients, network hubs, routers, modems, and all software components necessary for efficient and reliable network operations. Specific Customer activities include managing network equipment repairs, upgrades, and replacements, to ensure continued conformance with Itron’s prescribed Software configuration. In addition, Customer will administer host names and Internet Protocol (IP) addresses; administer network interfaces, access, security, communications, and equipment and software version control.

7. DATABASE ADMINISTRATION. Unless otherwise agreed to, Customer will administer the Software database, including hosting equipment and software components, in compliance with Itron’s prescribed Software configuration. Specific activities include: monitoring database server; backing up electrical power sources; configuration and administration of database schema and application interfaces; networking operating system, communications, and file transfer software. In addition Customer will delete and truncate database files, perform regular data backup and data archive, and install all database upgrades as may be prescribed by Itron.

8. SERVICE ADMINISTRATION. Customer will administer Software support activities at a central source. Itron shall not respond to requests for support services from more than two (2) designated contacts, the names of which will be provided to Itron. Customer must be trained by Itron, or a certified partner, on all software they are calling Support Services on. Customer may change any
designated contact by providing Itron written notice of such change. Specific support activities include: Software user training and support; administration of all third party software licenses, fees, and support services that affect Software operations; oversight of returns to, and receipts from, Itron. In addition, Customer will initiate Itron Service Requests as documented herein and maintaining remote access to Software user sites and preliminary troubleshooting of Software user problems.

9. REMOTE COMMUNICATIONS. Customer will purchase, install, operate, and maintain remote communications software and equipment in a manner that will allow for remote access to Covered Component user sites. Customer will make remote access available to Itron, as necessary, for remote diagnosis and troubleshooting of system operations.

10. DATA REVIEW. Customer understands and agrees that from time-to-time, situations may occur where it will be necessary for Itron to evaluate the Customer’s data in order to reproduce error conditions not reproducible with Itron’s standard test data sets. Customer further agrees to allow Itron access to such data subject to the License Agreement. Itron shall not be liable for any delay or failure to resolve the problem if access to such production data is denied to Itron.

II. ITRON RESPONSIBILITIES

1. SUPPORT SERVICES HOTLINE. During Service Hours, Itron will make available a Support Services Hotline for questions, problem reporting, and service requests. Support Services information for specific product lines is as follows:

   Energy Management Product Support
   Products Supported – EEM Suite, Customer Care, DAO, Curtailment Manager
   Support Location – Oakland, CA
   Support Hours – 6am – 5pm PST business weekdays
   Phone Support – 877.474.3669
   Email Support – support@itron.com
   After Hours Support – Refer to section II 2 – AFTER HOURS SUPPORT.

   Forecasting Product Support
   Products Supported – MetrixND, MetrixIDR, NDauto, Metrix LT, Forecast Manager, ERCOT Profiles, eShapes
   Support Location – San Diego, CA (EST – Boston, MA)
   Support Hours – 8am – 5pm PST business weekdays (8am – 5pm EST business weekdays)
   Phone Support – 800.755.9585 or 858.724.2620 (617.423.7660)
   Web Support/Email Support – metrixnd@itron.com

   Meter Reading Product Support (EMR / AMR)
   Products Supported – AMR, P+4, Fixed Network, MV-RS, Viena, FCS, Data Collection Service, Service Link, Endpoint Link, Integrator
   Support Location – Spokane, WA
   Support Hours – 5am – 5pm PST business weekdays
   Phone Support – 800.635.8725
   Web Support/Email Support – http://eKnowledge.itron.com / support@itron.com
   After Hours Support – Refer to section II 2 – AFTER HOURS SUPPORT.

   Itron EE & MV Product Support
   Products Supported – MV-90 (xi), Itron EE, MV-WEB, MV-STAR, MV-PBS, MVLT/MVP
   Support Location – Raleigh, NC
   Support Hours – 7am – 8pm EST business weekdays
   Phone Support – 800.789.0788
   Web Support/Email Support – http://eKnowledge.itron.com / support@itron.com
   After Hours Support – Refer to section II 2 – AFTER HOURS SUPPORT.

   Distribution Design Product Support
   Products Supported – LD-Pro, LD-Field, LD-StructureCalc, LD-Geoset Manager, LD-Track, TLCADD, Distribution Staker, Overhead Asset Modeler
   Support Location – Spokane, WA
   Support Hours – 7am – 5pm PST business weekdays
   Phone Support – 866.546.3763
   Email Support – client.support@itron.com

2. AFTER HOURS SUPPORT. The term ‘After Hours’ refers to the period of time outside of the Support Hours listed in the prior section II 1. Customers may call for severity one (1) service interruptions between these hours if they have purchased this option.
through their license and maintenance agreement. When calling After Hours, support will be checked against their entitlements for verification purposes. Customers requesting After Hours support should call the appropriate numbers by product as listed in Section II 1. The only two Itron holidays that are exempt from the After Hours schedule are the Thanksgiving and Christmas holidays.

3. COVERED SOFTWARE. Itron will maintain a database of Customer - Licensed Software and shipping dates. At Customer’s request, Itron will provide a printed copy of this database for Customer verification of service coverage. Services performed, as part of this Agreement will be limited to those items listed.

4. RELATED DOCUMENTATION. Itron will provide one original set of applicable publications necessary to operate licensed software as part of this Agreement, with additional copies available at Itron’s then current list price(s). All source code, proprietary protocols, and/or additional Itron technical documents not necessary for operation of the Software will be considered Itron proprietary and will not be furnished as part of this Agreement.

5. TECHNICAL SUPPORT. Itron will make available qualified technical representatives, during Regular Business Hours to assist the Customer with operation of the Software. This technical support includes, but is not limited to, troubleshooting Software issues, file management, report generation, interpretation of error messages, problem diagnosis, and recommendations for fully utilizing Software capabilities. Itron also will answer questions regarding procedures, documentation, operation, service, training, and software enhancements. Technical Support is available via Itron’s toll free Support Services Hotline.

6. SOFTWARE RELEASES. Itron will provide Software Releases as documented below for operation and maintenance of Customer’s Software, if and when available. The Software Releases will be provided for Customer’s use and in accordance with the applicable Software License Agreement. Customer will keep the Software current by installing all Maintenance Releases, as documented below, supplied by Itron. Software that does not include Itron’s most current Maintenance Release will be defined as a non-current or Custom Release as documented herein. As specified in the Software Support section below, Itron provides software support to current and at least two (2) previous Scheduled Maintenance Releases. Itron’s Software Releases are further defined in the following paragraphs.

A. CRITICAL MAINTENANCE RELEASE. A Critical Maintenance Release will be issued in response to a critical problem. Critical problems are defined as those problems that cause a software product not to operate or preclude customer from performing a vital task, i.e. billing, and a workaround is not available. Critical problems will receive priority over all other reported problems, with corrective actions and timetables reported to Itron and Customer management personnel as may be requested. Upon written request from the Customer, a Critical Maintenance Release may be forwarded prior to Itron’s completion of a full System test. Since these expedited corrections are not fully System tested, all responsibility for results, errors or damages remain with the Customer.

B. SCHEDULED MAINTENANCE RELEASE. The Customer will receive from Itron, as part of this Agreement, all Scheduled Maintenance Releases for the Customer’s licensed, current, (Standard) Software Product version. Scheduled Maintenance Releases, which are issued periodically, maintain original software functionality and include available fixes for reported, verified, and corrected problems. Maintenance Releases may be discontinued if there are no outstanding problems.

THE FOLLOWING SOFTWARE RELEASES MAY BE AVAILABLE AT AN ADDITIONAL CHARGE:

C. SYSTEM RELEASE. Itron, at its sole discretion, will make available System Releases, which provide new software functionality and/or migrate Itron Software Products onto other vendors’ computing equipment or software operating systems. Itron reserves the right to invoice for all System Releases made available at Itron’s then-current prices.

D. CUSTOM RELEASE. Custom Releases are issued in response to modification requests submitted in writing to Itron by the Customer. If the modification is significant in size or scope, Itron may elect to send, at Customer’s expense, a technical representative on-site to finalize the design of the modification. If Itron chooses to perform the modification work, it will submit a statement of work, to be approved by Customer, that includes requirements definition, project management, design, programming, documentation, testing, implementation, and maintenance effort and costs.

A system with software that contains Customer-specific modifications, a non-current Scheduled Maintenance Release, or incompatible operating system version becomes a “Custom System”. Maintenance Releases, modifications, upgrades, or enhancements to Custom Systems will be provided if requested by Customer, but are subject to separate price quotation. Accordingly, Itron reserves the right to invoice for all such Custom Releases.

7. CUSTOMER ONSITE SUPPORT. In those instances where problem analysis of the Itron Software by telephone is neither successful nor expedient, and upon mutual agreement between Itron and the Customer, Itron will dispatch Support Services personnel to the Customer’s location during Regular Business Hours. Any services provided by Itron will be invoiced to the Customer at the
hourly rates in effect at the time of service. Travel and living expenses will be invoiced at Itron's cost. If upon further investigation the issue is identified as a bug in the Itron software, Itron will not invoice the customer for the site effort or related travel costs.

8. SOFTWARE SUPPORT. Itron’s Software Development Group maintains the Software in accordance with the Documentation through problem resolution work that often results in Maintenance Releases, as defined above. Software Development services is accessed through the assigned Support Analyst. Included with the Maintenance Release are descriptions of the documented changes, associated release notes and installation procedures. Once a new Scheduled Maintenance Release, as defined above, is issued, it becomes the new Software base upon which all future Maintenance Releases are delivered. Itron will provide support to the current Scheduled Maintenance Release and at least two (2) previous Scheduled Maintenance Releases.

Problem resolution work begins after the problem is verified by Itron, usually through duplication of the problem. In order to verify the problem, the Support Analyst may request additional data from the Customer.

9. SOFTWARE LIBRARY: Itron will maintain a copy of Itron’s then current, licensed, software version, to be made available to the Customer as necessary to reload corrupted or inoperative Software.

III. SUPPLEMENTAL SERVICES

1. SUPPLEMENTAL SERVICES. Services not covered under this Policy will be categorized as Supplemental Services. Itron shall have no obligation to provide the following Supplemental Services; however, if Itron and Customer agree to such supplemental services they will be provided at Itron’s then-current labor rates plus materials and expenses will be charged separately. Supplemental Services include, but are not limited to:
   1. Software not supplied, or modified by Itron, or that is modified by Customer without Itron’s authorization.
   2. System corruption due to accident, misuse or negligence by Customer.
   3. Software not covered by a Maintenance Agreement.
   4. Communication problems related to non-Itron supplied modems and/or telephone lines, communication devices or protocols.
   5. Software training.
   6. Charged-for-enhancements that are offered at Itron’s sole discretion to its licensees for a fee.
   7. On-site Professional Services support.
   8. Hardware and related supplies not covered under the Maintenance Agreement.
   9. Fixes and changes required as a result of Customer provided software or hardware.
   10. Initial software installation efforts or assistance with Software upgrades.
   11. Data analysis and statistical modeling support.