

Supplemental Services



REMOTE SUPPLEMENTAL SERVICE AUTHORIZATION

A. Introduction

This document defines the remote supplemental services that

("Customer") has asked Itron, Inc. ("Itron") to perform and the associated hours and fee for the requested service(s) as noted in Section B (the "Services"). This remote supplemental services authorization is entered into as of (Date) and is governed by the terms and conditions defined in **Attachment A**. This Service Authorization ("Order") form shall be used only where total Services are \$15,000 (USD) or less. If the Services exceed this amount, Itron may require additional and/or different agreements to be signed.

B. Remote Service Requested

The following service(s) is requested under Itron Service Request #

- ☐ Training
- ☒ Upgrade/Migration Support and Services
- ☐ Application Troubleshooting and Maintenance
- ☐ Database Troubleshooting and Maintenance
- ☐ Network Troubleshooting
- ☐ 3rd Party Product Troubleshooting
- ☐ Other:

Additional information relevant to services requested:

Supplemental Service for FCS 4.5.2 to 4.7 upgrade and IMA 3.9 on four CN80s

C. Service Hours & Fees

The hours required to perform the remote service(s) noted above are **estimated** to be and will be billed to Customer at a Time & Materials rate of \$425.00 (USD) per hour.

The total fee for service(s) identified herein are **estimated** to be \$ (USD).

Note: If the *estimated* hours are less than the Actual hours used to complete requested service(s), Customer will be invoiced for Actual hours used. If the Actual hours needed to complete requested service(s) are higher than the *estimated* hours, Customer will be invoiced for Actual hours used with a minimum threshold of one hour.

D. Contact and Billing Information

Requested	Customer Data
Contact Name	<input type="text" value="Jeff Williams"/>
Contact Phone # (s)	<input type="text" value="(601) 428-6421"/>
Contact Email Address	<input type="text" value="jwilliams@laurelms.com"/>
Email address for e-Invoice delivery	<input type="text" value="jwilliams@laurelms.com"/>
Billing Address	<input type="text" value="PO Box 647, Laurel, MS 39441"/>
Special Billing Requirements?	<input type="text" value="NA"/>
Enter PO# Here	PO# <input type="text"/> NOTE: If your company does not issue Purchase Orders, please enter something here for your reference of this Supplemental Service (ie name, date, etc.). The information you enter in the PO# field will be included on the Itron Invoice you receive.

E. Authorization

By signing below, Customer authorizes Itron to perform the remote services detailed herein and authorizes Itron to invoice Customer for said service.

Customer	Itron, Inc.
Authorized Signature	Authorized Signature
Printed Name <input type="text"/>	Printed Name
Title <input type="text"/>	Title
Date <input type="text"/>	Date

ATTACHMENT A

Additional Terms

This section provides key terms governing the performance of the Services and the allocation of liability, without which the fees charged for the Services would be higher.

- Customer will furnish technical assistance, network availability, visibility, accessibility, and /or necessary documentation as requested by Itron personnel performing the Services.
- The parties acknowledge that each party may acquire non-public information and material that is confidential, proprietary or trade secret information ("Confidential Information") of the other party. Any such Confidential Information shall be items conspicuously marked or otherwise identified as "confidential" or "proprietary" at the time of disclosure, or if not marked, information that should, by its nature, be considered confidential. Except for information that has been published or is otherwise available to the receiving party without breach of this order, each party agrees to take all steps reasonably necessary to hold in trust and confidence the other party's Confidential Information and not to disclose it to third parties or to use it in any way, commercially or otherwise, other than as permitted under this order. Each party will limit the disclosure of Confidential Information to employees or subcontractors with a need to know who: (i) have been advised of the confidential nature of the Confidential Information; and (ii) have acknowledged the express obligation to maintain such confidentiality.
- Fees for Services will be billed in U.S. Dollars on a fixed fee or time and materials basis at the rates identified herein. Fees will be invoiced within thirty (30) days after the Services. Payment terms are net 30 from date of invoice. The terms and conditions herein supersede terms on Customer Purchase Order.
- Itron is a developer of computer software and as such, may use its proprietary software, documentation and other software licensed to Itron in the performance of the Services. All software, software enhancements, updates, bug fixes and other modifications to the software and documentation and other related work product resulting from this Agreement are and shall remain the property of Itron or its licensors. Customer may be entitled to use the software and documentation only in accordance with a separate software license agreement.
- Itron warrants that all Services provided under this SOW will be performed in a professional and workmanlike manner in accordance with industry standards. For Services that do not meet this warranty, Itron will re-perform the Services at its cost, provided that Customer notifies Itron in writing of such deficient Services within sixty (60) days of the date that the Services were initially performed. The foregoing states Customer's exclusive remedy and Itron's sole liability for breach of this Services warranty. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO SERVICES AND DELIVERABLES.
- NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS ORDER, EVEN IF THE PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL ITRON'S LIABILITY TO CUSTOMER EXCEED FIFTY PERCENT (50%) OF THE AMOUNTS PAID BY CUSTOMER TO ITRON IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE OF ANY CLAIM.
- Itron will not be responsible for any failure to perform the Services due to unforeseen circumstances beyond its reasonable control.
- This order sets out the entire agreement between the parties relative to its subject matter and supersedes all prior or contemporaneous agreements or representations, oral or written. Execution of a facsimile or electronic copy (including but not limited to e-mail acceptance by duly authorize representative of Customer) of this Agreement shall have the same force and effect as execution of an original.
- This Order and its performance hereunder shall be governed by and construed in accordance with the laws of State of Washington without reference to Washington conflicts of law principles. The U.N. Convention on Contracts for the International Sale of Goods and any jurisdiction's implementation thereof shall not apply to this Order.