

MASTER PURCHASE, LICENSE AND SERVICES AGREEMENT

THIS MASTER PURCHASE, LICENSE AND SERVICES AGREEMENT is effective as of the last signature date below (“**Effective Date**”) and is between Clallam County PUD, a Washington municipal corporation (“**Customer**”) with principal offices located at 104 Hooker Rd, Sequim, WA 98382 US, and Landis+Gyr Technology, Inc., a Delaware corporation (“**Landis+Gyr**”) with principal place of business at 30000 Mill Creek Avenue, Suite 100, Alpharetta, GA 30022.

WHEREAS, Customer desires to engage Landis+Gyr to perform Services and to provide Products to Customer for the provision of a Gridstream RF and PLX solution as referenced in this Agreement for Customer’s deployment and implementation of the Advanced Metering Infrastructure (AMI) system.

WHEREAS, Landis+Gyr will supply to Customer the Products and perform the Services as set forth herein and as described in the attached Exhibit(s) to this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Definitions

The terms listed below are defined as follows:

- 1.1 “**Agreement**” means this Master Purchase, License and Services Agreement, including all exhibits and Statements of Work, which is by and between Customer and Landis+Gyr. In the event there are any conflicting provisions or requirements among the Agreement documents, the provision and requirements of the Agreement document shall be enforced in the following order of descending priority: (i) any amendment to this Agreement; (ii) the body of this Agreement; and (iii) any other document included as an Agreement document.
- 1.2 “**Collector**” means the Landis+Gyr two-way radio base station that transmits data between the Meters, Routers and the data center.
- 1.3 “**Customer Data**” means (i) any and all information related to the Customer’s customers, end user or consumers relating to electricity, natural gas and/or water consumption, load profile, billing history, or credit history that is or has been obtained or compiled by Customer in connection with supplying such services to that customer or group of customers (“**Personal Information**”) (regardless of the media in which it is contained) that may be disclosed to or accessed by Landis+Gyr at any time or to the Field Tools by Customer or its employees, agents, consultants, contractors, suppliers or customers in connection with Landis+Gyr’s performance of the Services; (ii) any and all Personal Information created, obtained, used or accessed by Landis+Gyr (or the Field Tools) in its performance of the Services, or derived from such information or materials; and (iii) all data and information of Customer, its employees or customers.
- 1.4 “**Defect**” or “**Defective**” means: a material failure of Equipment or Software, as applicable, to comply with its warranty during the applicable warranty period.
- 1.5 “**Deployed**” means Equipment, as applicable, that has been commissioned in the field and properly installed by the installation contractor, or Customer, and signed off by Customer as ready for use.
- 1.6 “**Documentation**” means any and all manuals, instructions, specifications and other documents and materials that Landis+Gyr provides or makes available to Customer in any medium and which describe the functionality, components, features or requirements of the Software, including any one or more of installation, configuration, integration, operation, use, support or maintenance thereof.

- 1.7 “**Endpoint**” means a sensory-type device, e.g., electric meter, water meter, gas meter, DA device, load control switch, etc., that is equipped with an AMI communication module.
- 1.8 “**Equipment**” means Network Equipment, Endpoints, and/or hardware that Customer purchases from Landis+Gyr.
- 1.9 “**Event of Bankruptcy**” means any of the following events or circumstances with respect to a party:
- (a) That party makes a general assignment for the benefit of creditors;
 - (b) That party institutes proceedings to be adjudicated a voluntary bankrupt, or consent to the filing of a petition of bankruptcy against it;
 - (c) That party is adjudicated by a court of competent jurisdiction as being bankrupt or insolvent;
 - (d) That party seeks reorganization under any bankruptcy act, or consent to the filing of a petition seeking such reorganization; or
 - (e) That party has a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in insolvency covering all or substantially all of such party’s property or providing for the liquidation of such party’s property or business affairs.
- 1.10 “**Field Tools**” means the Landis+Gyr proprietary field tools provided by Landis+Gyr hereunder, or which are obtained by Customer under this Agreement including RadioShop, Endpoint Test Manager and/or TechStudio for RF or their successors or replacements.
- 1.11 “**Firmware**” means software embedded in and provided with the Equipment.
- 1.12 “**Load Control Equipment**” means hardware that Customer purchases from Landis+Gyr hereunder, or which is obtained by Customer under this Agreement in connection with the Load Control Solution, including, but not limited to “Load Control Switches”.
- 1.13 “**Network Equipment**” means the Collectors, Routers, and radios that are or will be under this Master Agreement physically deployed in the Customer service territory. The term does not include the system backhaul, the network operations center, any system equipment that is not located in the Customer service territory, Meters, or any aspect or component of the system components that is not used by Customer.
- 1.14 “**Meter**” means a device that measures the supply of electricity, gas, or water provided by Customer to Customer’s consumer.
- 1.15 “**Products**” means Equipment, Firmware, Software, and/or any other items purchased or licensed from Landis+Gyr under this Agreement.
- 1.16 “**Purchase Order**” means a Customer order, including, without limitation, a purchase order offered by Customer, to purchase Products or Services from Landis+Gyr that Landis+Gyr accepts. Each Purchase Order will be deemed to include the terms and conditions of this Agreement even if not referenced in a Purchase Order.
- 1.17 “**Router**” means Landis+Gyr-furnished Network Equipment that provides intermediate communication and data processing between Endpoints and Collectors. Routers may also communicate with other Routers.
- 1.18 “**Services**” means project management services, training, project delivery services, commissioning services, and/or other services described in Exhibit A.

- 1.19 “**Software**” means computer application and programs, including Field Tools, Load Control Software, in any form that Customer licenses from Landis+Gyr, referenced in Exhibit A.
- 1.20 “**System**” means Equipment, Firmware, Field Tools and Software purchased hereunder and used by the Customer to monitor and manage its consumer’s usage of Customer offerings.
- 1.21 “**Third Party Products**” means, if any, goods and software that Customer purchases or sub-licenses from Landis+Gyr that are not manufactured or provided by Landis+Gyr that display the logo or copyright of another manufacturer, or that are not proprietary to Landis+Gyr.

2. Orders; Cancellations and Modifications

- 2.1 Equipment Forecasts. Within thirty (30) days after the Effective Date of this Agreement, Customer shall supply to Landis+Gyr a written forecast of total anticipated Landis+Gyr Equipment needs by month. Any changes to the Equipment forecast should also be furnished to Landis+Gyr. Failure to provide an accurate forecast, within reason, may negate the stated Landis+Gyr equipment lead times and may adversely impact delivery of product to Customer.
- 2.2 Written Orders. Customer may issue Purchase Orders to Landis+Gyr by mail, facsimile communication or electronic mail. Landis+Gyr may accept Customer’s Purchase Order by signing it, acknowledging it using facsimile or electronic mail, or by delivering the Products which Customer ordered. Customer’s Purchase Order will be accepted solely for purposes of establishing the items and quantities ordered and the desired shipment dates and shipment method. Customer’s desired shipment dates shall take into account Landis+Gyr’s current lead times at the time of the Purchase Order. Lead times will be provided to Customer by a Landis+Gyr representative and are defined as the cycle time from acknowledgement of Order to fulfillment of Order, assuming the Equipment was initially forecasted in accordance with Section 2.1. It is acknowledged by the parties that all instrument and documents issued or delivered by either party pursuant to this Agreement, including all Purchase Orders, order acceptance, order acknowledgements, invoices and other instruments (“**Order Documents**”) shall incorporate the terms and conditions of this Agreement, irrespective of whether any such Order Document expressly references this Agreement, and shall be subject to the terms and conditions contained in this Agreement. Any terms and conditions contained in an Order Document now or hereafter delivered by a party pursuant to this Agreement other than quantities, service description and other required details and shipping instructions, will not apply and each Party hereby waives and rejects all such terms and conditions.
- 2.3 Cancellation and Modifications. Customer may, without penalty, cancel or reduce an Equipment Order on written notice to Landis+Gyr no later than sixteen (16) weeks prior to scheduled delivery of the Equipment Order. Customer may not cancel or modify an Equipment Order within sixteen (16) weeks prior to delivery. Notwithstanding the foregoing, cancellation charges do not apply to Software or Services Orders.
- 2.4 Equipment Intellectual Property. Landis+Gyr retains ownership of all intellectual property rights in the Equipment. Customer agrees that Customer shall not, and that Customer shall not allow any third party, to attempt to reverse engineer, de-compile, or disassemble the Equipment or the Firmware or otherwise discover the trade secrets in the Firmware for any reason.

3. Shipment

- 3.1 Shipments. Landis+Gyr will ship or deliver Equipment to Customer’s warehouse or other location designed by Customer. All Equipment will be shipped to Customer DAP (Delivery At Place) in accordance with INCOTERMS 2010 and assume full truckload shipments; additional charges may apply if actual shipment is less than a truckload to the extent applicable. Customer agrees to inspect Equipment within one (1) week upon receipt and to promptly notify Landis+Gyr of any defects. Customer will be deemed to have accepted the Equipment unless Customer notifies Landis+Gyr within one week after receipt of the Equipment that the Equipment is rejected. The acceptance of any Equipment by Customer shall not preclude the subsequent removal thereof if

such Equipment shall be found to be defective after installation; in such event, the Agreement's warranty terms shall apply.

4. Prices and Taxes

- 4.1 Prices. Customer's Purchase Order will state Product prices and, if the ordered Product is a Product described on Exhibit A hereto, if any, the Purchase Order will state the applicable price set forth thereon. If the Purchase Order does not state a Product price or is for a Product not set forth on Exhibit A, the price will be Landis+Gyr's then-current price. Landis+Gyr may increase Customer's price for items ordered by Customer but not included in Exhibit A if it increases its price after it accepts the Purchase Order, and the Purchase Order specifies delivery more than one hundred twenty (120) days after the price increase becomes effective. Landis+Gyr shall notify Customer of the price increase, and Customer shall have the option of cancelling or otherwise modifying its order, without penalty. Also, price increases for Services or Software licensed for a periodic fee will apply to subsequent billing periods. The above notwithstanding, set forth in Exhibit A are unit prices for Products contemplated in the event Customer expands its system.
- 4.2 Price Adjustment for Pricing in Exhibit A. Pricing by Landis+Gyr set forth in Exhibit A will remain firm for two (2) years from the Effective Date. Following year two (2), pricing set forth in the pricing table in Exhibit A shall be subject to an annual increase equal to the percentage annual adjustment in the CPI. The CPI will be obtained from U.S. Bureau of Labor Statistics (www.bls.gov/cpi) and is designated as of the June-to-June twelve-month percentage change to the Consumer Price Index – Urban Wage Earners and Clerical Workers, Not seasonally adjusted.
- 4.3 Taxes and Other Charges. Unless otherwise stated, Product and Services prices include shipment but does not include installation charges, charges associated with preparing the Customer site; and all taxes that relate to Customer's acquisition or use of Products and Services, including sales, use, VAT and property (ad valorem) taxes, other governmental charges and taxes, and assessments after audit. Customer agrees to pay those charges and taxes, except for taxes based on Landis+Gyr's net income. If Customer qualifies for tax exemptions, Customer must provide Landis+Gyr with appropriate exemption documentation. Without limiting the foregoing, Customer shall have the right to receive any Software or Documentation to be provided hereunder solely in electronic form.

5. Invoice and Payment

- 5.1 Invoice and Payment. Landis+Gyr will issue invoices to Customer for all amounts owed to Landis+Gyr hereunder in accordance with the Agreement. Invoices (i) for Equipment will be issued upon shipment of the Equipment, (ii) for Services shall be issued upon performance of the Services; and (iii) for Software license fees in advance of delivery. Payment is due within thirty (30) days of the invoice date. Late payments will be subject to interest from the due date at the lesser of one percent (1%) per month or the maximum rate allowed by law.

6. Software

- 6.1 Firmware License. The Firmware is licensed to Customer, not sold. Customer is granted a perpetual, non-transferable, non-exclusive license to use the Firmware solely in connection with Customer's use of the Equipment for use solely with Gridstream communication network. Customer understands and agrees that it is not permitted to distribute the Firmware in any form, or to use the Firmware except as it is embedded in the Equipment.
- 6.2 License to Software. Landis+Gyr hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable limited license to install, execute and otherwise use the Software in object code form only in the Customer service territory on the terms of this license. Landis+Gyr hereby licenses the use of Software solely for use in conjunction with the System. Customer agrees that Customer shall not and that Customer shall not allow any third party (i) to attempt to reverse engineer, de-compile, or disassemble the Software or otherwise discover the trade secrets in the Software for any reason, (ii) to make alterations to, or modifications of the Software, in whole or part, nor

combine the Software, or any part of it with, or incorporate in, any other programs without express permission from Landis+Gyr. Customer agrees not to copy Software without express written authorization from Landis+Gyr, except that Customer may copy the Software as required for backup, archival, testing, training and/or other similar purposes. Customer must reproduce and include the copyright notices on any such copies. Customer's employees, consultant and contractors (if any) shall be deemed authorized users of the Software provided that each such employee, consultant and/or contractor has agreed to comply with the terms hereof, and further provided that Customer remains liable for any breach of the terms of the license by such employee(s), consultant(s) or contractor(s).

- 6.3 **Intellectual Property Rights.** All proprietary and intellectual property rights in and to the Firmware and Software provided hereunder are owned by Landis+Gyr (or its third party licensors) and Landis+Gyr (and/or its third party licensors) retains title to the original Firmware and Software provided to Customer and any copies made from it.
- 6.4 **Software Support and Maintenance.** Upon payment of the applicable support fees, Landis+Gyr will provide the Software support and maintenance services set forth in the separate Software Support Maintenance Agreement (the "**Support Agreement**"). Landis+Gyr has no obligation to provide Software support to Customer if Customer is not current on the applicable fees.
- 6.5 **System Security.** Customer acknowledges that Software may be accessible from the Internet if configured to do so by Customer. Customer is responsible for establishing system security that will allow only authorized users to access the Software.
- 6.6 **Customer Responsibilities relating to Software.** Except to the extent that Customer purchases Support and/or Maintenance services, Customer is responsible for, including but not limited to: (i) performing all system administration activities, reports and APIs utilizing the functionality built into the Software (if licensed) and loading it into Customer's systems, (ii) performing any exception processing that is associated with endpoints that do not have billing data available for a particular billing cycle window; (iii) purchasing, installing and physically maintaining all software System network communications infrastructure; (iv) purchasing, installing, configuring and maintaining all IT hardware needed to operate Software (if licensed) and related applications, (v) administering all Software logins and passwords for its personnel; (vi) handling all support for its own end-use consumers, including, without limitation, any matters relating to end-use consumer billing and utility usage; (vii) performing database administration such that database tables are archived/truncated to store no more than 90 days of data on-line at all times, (viii) installing and maintaining all Third Party Products and third party services, (ix) granting secure remote access to Software to authorized Landis+Gyr personnel if Customer hosts the Software, (x) allow Landis+Gyr to run a read-only script on Customer's Software to collect key performance metrics to help monitor and troubleshoot issues, (xi) providing help desk support to Customer's own employees as well as assessing skill deficiencies and readdressing training with Customer's own employees, (xii) reporting incidents to Landis+Gyr promptly upon Customer being aware of such incidents, (xiii) assigning appropriate priority to incidents, action items, and service requests, and (xiv) notifying Landis+Gyr prior to any scheduled downtime (performed by Customer) on any Customer systems that could impact services provided by Landis+Gyr.

7. Services

- 7.1 **Services.** Landis+Gyr will provide the Services as set forth in Exhibit A or in a separate Statement of Work. Exhibit A sets forth the description of the Services, pricing, duration and any other terms specific to the Services described therein. To the extent Customer purchases software maintenance support, Landis+Gyr will provide the Maintenance Services set forth in the separate Software Support and Maintenance Agreement. To the extent Customer purchases Software support, Landis+Gyr will provide the Support Services set forth in the separate Software Support and Maintenance Agreement.

8. Limited Warranties

- 8.1 Equipment Limited Warranty. Landis+Gyr represents and warrants that the Equipment, including Firmware will, during its applicable warranty period, (a) be new, (b) conform in all material respects with their specifications, (c) be free from all liens, claims and encumbrances and (d) does not fail when Deployed in the field as a result of a material Defect, provided that such Equipment is returned based upon the Return Materials Authorization (RMA) process. Units returned under warranty via an RMA to the designated Landis+Gyr facility will be repaired or replaced by Landis+Gyr and then returned to Customer as set forth in Section 8.2 below. The warranty period shall be calculated from date of shipment as follows: (i) for Tech Studio Communication Adapter, six (6) months, (ii) for RF Thermostats, 12 months and (iii) for all other Equipment, 18 months.

8.2 RMA Process.

- 8.2.1 Within ninety (90) days of first becoming aware of such breach of warranty, Customer shall contact Landis+Gyr's customer support and request a return materials authorization form ("**RMA**"). After an RMA is issued, Landis+Gyr will provide Customer with shipping instructions, via email, for the warranted Equipment. Customer will remove and ship to Landis+Gyr, at Customer's expense, any such Defective Equipment. Landis+Gyr shall repair or replace, at Landis+Gyr's option and expense, (and as Customer's sole and exclusive remedy for breach of any equipment warranty) the Defective Equipment within ninety (90) days of receipt of such returned Equipment. Landis+Gyr shall ship the repaired or replaced warranted Equipment back to Customer, at Landis+Gyr's expense. Customer will reinstall the repaired or replaced warranted Equipment, at Customer's expense.
- 8.2.2 For Equipment that is found to be not under warranty, Landis+Gyr can (i) attempt repairs, upon Customer's written request, based on Landis+Gyr current prevailing rates or (ii) ship the non-warranted Equipment back to the Customer, at Customer's expense, or (iii) dispose of the Equipment at Customer's direction.
- 8.2.3 Any repaired or replaced Equipment shall be warranted as set forth in this Section for a period equal to the greater of (i) the balance of the applicable warranty period relating to such Equipment or (ii) six (6) months from the shipment date to Customer.
- 8.2.4 If more than three percent (3%) of Meters returned by Customer for the prior twelve (12) month period has no defect ("**Non-Defective Equipment**"), then Customer will pay twenty-five dollars (\$25.00) per Meter (subject to a CPI increase) above that three percent (3%) threshold to cover Landis+Gyr's costs of handling and testing the Non-Defective Equipment.
- 8.2.5 If > 2% of a shipment of equipment is defective Landis+Gyr will pay all shipping and handling costs.
- 8.2.6 **ALL CLAIMS FOR BREACH OF WARRANTY MUST BE RECEIVED BY LANDIS+GYR NO LATER THAN THIRTY (30) DAYS AFTER THE EXPIRATION OF THE WARRANTY PERIOD.**

- 8.3 Software Limited Warranty and Software Remedy. Landis+Gyr warrants that all Software will materially comply with its specifications, Documentation and functional requirements for a period of thirty (30) days from delivery. As sole remedy for Defective Software, Landis+Gyr will use commercially reasonable efforts to remedy the performance associated with the Software within forty-five (45) days after written notice from Customer, unless such notice period is otherwise mutually extended. The limited warranties set forth in this Section 8.3 apply only if Customer: (a) notifies Landis+Gyr in writing of the warranty breach before the expiration of the Software Warranty Period; (b) has promptly installed all maintenance releases to the Software that Landis+Gyr previously made available to Customer at no cost; and (c) as of the date of notification,

is in compliance with all terms and conditions of this Agreement (including the payment of all license fees then due and owing).

- 8.4 Services Warranty and Services Remedy. Landis+Gyr warrants that it will provide Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with the prevailing standards of its industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. The Services warranty period shall be ninety (90) days after performing a service except in the cases of installation services when applicable which shall be twelve (12) months from the date of installation. In the event of a breach of this warranty, Landis+Gyr shall re-perform the Services in a manner consistent with this warranty and cure such breach within thirty (30) days after written notice.
- 8.5 Warranty Limitations and Exclusions. Landis+Gyr's warranty obligations with respect to the Equipment and Software comprising the System do not apply to the extent a failure or warranty non-conformity is caused by: Customer's or a third party's infrastructure or data; Customer's or a third party's misuse of the equipment or software comprising the System; installation by Customer or a third party not in compliance with training or manuals provided by Landis+Gyr; operation, maintenance or use by Customer or third parties not in compliance with applicable training, manuals or specifications provided by Landis+Gyr; Customer's or a third party's neglect, modification, accident, vandalism or other intentional damage; exposure to adverse conditions exceeding performance levels required by applicable specifications; or any other limitation or exclusion described herein; data provided by Customer.
- 8.6 DISCLAIMER. OTHER THAN THE EXPRESS WARRANTIES SET FORTH HEREIN, LANDIS+GYR MAKES NO REPRESENTATIONS OR IMPLIED WARRANTIES TO CUSTOMER WITH RESPECT TO ANY EQUIPMENT, NETWORK EQUIPMENT, FIELD TOOLS, SOFTWARE, FIRMWARE AND/OR SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT OR WARRANTIES THAT MAY BE IMPLIED BY TRADE USAGE OR CUSTOM.
- 8.7 Third Party Products. The warranties provided by Landis+Gyr do not extend to third party products that are manufactured by a third party. For avoidance of doubt, Landis+Gyr makes no representations or warranties with respect to any third party product. Landis+Gyr will use commercially reasonable efforts to assign to Customer the warranties provided by such third party.
- 8.8 Exclusive Remedies. Each party's rights and remedies set forth in this Section are exclusive and in lieu of all other rights and remedies with respect to breaches of warranties.
- 9. General Indemnity; Infringement Indemnity**
- 9.1 General Indemnity. Each party (the "**Indemnifying Party**") will indemnify and defend the other party and its officers, directors, shareholders, agents, employees, and representatives (collectively, the "**Indemnified Party**") from all third party claims, and related liabilities, fines, interest, costs, expenses and damages (including reasonable attorneys' fees) incurred by the Indemnified Party (collectively, the "**Indemnified Losses**"), for any property damage, injury, death, loss or destruction of any kind to persons or property, to the extent the damage, injury, death, loss or destruction arises out of or is related to the gross negligence, willful misconduct or misrepresentation on the part of the Indemnifying Party or any of its servants, representatives, agents, employees or contractors.
- 9.2 Infringement Indemnity by Landis+Gyr. Landis+Gyr agrees to indemnify and defend Customer and its officers, directors, shareholders, agents, employees, and representatives from and against any Indemnified Losses resulting from a third party claim alleging that any Products or any resulting use of the Products constitutes an infringement of any United States patent or copyright

or misappropriation of any trademark or trade secret, or constitutes a breach of any intellectual property right of any third party (an “**Infringement Claim**”).

9.3 Remedies for an Infringement Claim. If the sale or use of any of the Products is enjoined in connection with any such Infringement Claim, Landis+Gyr agrees to, at its option, without cost or expense to Customer:

- (a) procure for Customer and its end users the right to use such Products and Services at no cost to Customer and its end users;
- (b) replace such Products with equivalent non-infringing products that perform the same or materially same function as the Products being replaced; or
- (c) modify such Products so they become non-infringing provided that such modification does not render such Products unacceptable to Customer.

Notwithstanding the foregoing, Landis+Gyr will have no liability pursuant to this Section or otherwise for any Infringement Claim to the extent such a claim is caused by (i) the misuse or unapproved modification of the Products or Services by or at the direction of Customer (ii) the failure of Customer to use corrections or enhancements made available to Customer at no cost to Customer, where such corrections or enhancements would have remedied such Infringement Claim or (iii) use of the Products in combination with other equipment or software not provided by Landis+Gyr but only to the extent such claim is attributable to the combination or other equipment or software and if such claim would have been avoided but for such combined use. Customer will consult with Landis+Gyr, as the subject matter expert in this space, before making any unilateral change(s) to the operating environment (such as Microsoft). If Landis+Gyr advises Customer that making the proposed change(s) would likely lead to an Infringement Claim and Customer moves forward with those changes despite Landis+Gyr’s advisement, then Landis+Gyr will have no liability pursuant to this Section or otherwise for any resulting Infringement Claim. This Section 9.3 sets forth the entire liability of Landis+Gyr with respect to an Infringement Claim.

9.4 Indemnification Procedures. The party seeking indemnification will promptly notify the Indemnifying Party in writing of any Claims for which such party seeks indemnification pursuant to this Section 9 and cooperate with the Indemnifying Party at the Indemnifying Party's sole cost and expense. The Indemnifying Party will immediately take control of the defense and investigation of such Claim and will employ counsel reasonably acceptable to the other party to handle and defend the same, at the Indemnifying Party's sole cost and expense. The Indemnifying Party will not settle any Claim on any terms or in any manner that adversely affects the rights of the other party or any Indemnitee without the other party's prior written consent, which will not be unreasonably withheld or delayed. The other party and any Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. A party's failure to perform any obligations under this Section 9.4 will not relieve the Indemnifying Party of its obligations herein except to the extent that the Indemnifying Party can demonstrate that it has been prejudiced as a result of such failure.

9.5 Exceptions and Limitations on Indemnification. Notwithstanding anything to the contrary in this Agreement, the Indemnifying Party is not obligated to indemnify or defend Indemnified Party against any claim (whether direct or indirect) if such claim or corresponding Indemnified Losses arise out of or result from Indemnified Party's:

- (a) gross negligence or more culpable act or omission (including recklessness or willful misconduct); or
- (b) use of the Products in any manner that does not materially conform with the usage guidelines or specifications provided by Landis+Gyr.

10. Term; Termination

- 10.1 Term. This Agreement shall become effective on the Effective Date and continue in full force and effect for three (3) years unless sooner terminated in accordance with the provisions hereof. Thereafter, the term shall renew on a year to year basis unless either party receives written notice from the other of the other party's intent to terminate the Agreement upon the expiration of the then current one (1) year term. Such notice shall be delivered no later than sixty (60) days prior to the expiration of the then current one (1) year term; if the non-terminating party receives the notice thereafter, the term shall renew for an additional one (1) year. Upon the termination or expiration of the Agreement, any existing Support Agreement and/or Maintenance Agreement between the parties shall be deemed terminated.
- 10.2 Right to Terminate. Either party may terminate this Agreement upon sixty (60) days prior written notice to the other party for failure of such party to fulfill any of its material obligations hereunder. In the event that the breaching party corrects the breach within the sixty (60) day period, this Agreement shall continue in full force and effect as it would have had such breach not occurred. Failure to perform due to a force majeure shall not be considered a substantial or material default under this Agreement. A party hereto may, at its option, terminate this Agreement upon an Event of Bankruptcy of the other party.
- 10.3 Effect of Termination. The expiration or termination of this Agreement, for any reason, shall not release either party from any liability to the other party, including any payment obligation that has already accrued hereunder. If Customer shall terminate this Agreement other than for reasons of a default by Landis+Gyr, Customer shall upon such expiration or termination, within 30 days, at Landis+Gyr's option and at Customer's expense, return to Landis+Gyr or destroy all materials containing Landis+Gyr's Confidential Information.
- 10.4 Survival. The provisions of Section 1, 6 through 10, and 12 through Section 15 shall survive the expiration or earlier termination of this Agreement for any reason, provided that with respect to Section 12, each party's obligations under this Section 10.4, shall survive the expiration or earlier termination of this Agreement for a period of two (2) years from the date of such expiration or termination, except for Confidential Information that constitutes a trade secret under any applicable law, in which case, such obligations shall survive for as long as such Confidential Information remains a trade secret under such law.

11. Change Management Process

- 11.1 Change Management. If changes are requested by either party following the Effective Date, the requesting party shall provide a request to the other party's Project Manager or other designated staff in writing. The other party will analyze the impact and inform the other party's Project Manager of any impacts to cost, schedule, and other implications to perform the change. If both parties approve of the written change, accepted Change Requests will be deemed amendments to this Agreement and are incorporated into this Agreement by reference. Execution of the requested work cannot begin until both parties have accepted the change order in writing.

12. Governing Law; Submission to Jurisdiction

- 12.1 Governing Law; Submission to Jurisdiction.
- (a) This Agreement and all related documents, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Georgia, without regard to Georgia's conflict of laws principles. The Uniform Computer Information Transactions Act does not have any application to this Agreement.
 - (b) Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Georgia in each case located in Fulton County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action

or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein will be effective service of process for any suit, action or other proceeding brought in any such court.

12.2 Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

12.3 Court Actions. Except as permitted in this section, neither party may bring a case in court. If Landis+Gyr or Customer disregards this restriction, files a court case and fails to dismiss it promptly upon being notified of this provision, that party will pay the other party's costs and expenses, including reasonable attorney's fees, incurred after the notice in defending the court case. Landis+Gyr retains the right to obtain an injunction in court to prevent Customer's misuse of its intellectual properties.

13. Confidentiality

13.1 Confidential Information. From time to time during the Term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") non-public, proprietary, confidential information about its business affairs, products, services, confidential intellectual property, trade secrets, third party confidential information and other sensitive or proprietary information in oral, written, electronic or other intangible form marked or indicated as "**Confidential**" or "**Proprietary**" at the time of disclosure (collectively, "**Confidential Information**"). Confidential Information, however, shall not include: (a) Information which is already generally available to the public; (b) Information which hereafter becomes generally available to the public, except as a result of the direct or indirect action of the Receiving Party in breach of this Agreement; (c) Information known to the Receiving Party or its Representatives on a non-confidential basis prior to receipt by the disclosing party; (d) Information that is independently developed without access to the Disclosing Party's Confidential Information; and (e) Information disclosed under legal compulsion; provided, however, that prior to a disclosure pursuant to an order or applicable law, the Receiving Party, to the extent permitted by law, promptly provides the other party written notice of such proposed disclosure and reasonably cooperates with the other party in its attempts to limit or prevent such disclosure. The Receiving Party shall use the Confidential Information solely for the performance of this Agreement and shall not disclose or permit access to Confidential Information other than to its Affiliates and its or their employees, officers, directors, attorneys, accountants and financial advisors (including insurers) (collectively, "**Representatives**") who: (a) need to know such Confidential Information for the performance of this Agreement; (b) know of the existence and terms of this Agreement and (c) are bound by confidentiality obligations no less protective of the Confidential Information than the terms contained herein. These non-disclosure obligations shall survive the termination of this Agreement and shall continue for a period of five (5) years thereafter. Information need not be marked "Confidential" to be considered Confidential Information. "Confidential Information" includes any Confidential Information disclosed prior to the effective date of this Agreement. Customer Confidential Information shall also be deemed to include Customer Data regardless of marking or indication and shall not be subject to the exceptions referenced above.

13.2 Safeguarding Confidential Information. The Receiving Party shall safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. The Receiving Party shall promptly notify Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to cooperate with Disclosing Party to prevent further use or disclosure. The Receiving Party will be responsible for any breach of this Agreement caused by its Representatives.

13.3 No Rights in Confidential Information. Customer and Landis+Gyr hereby acknowledge and agree that all Confidential Information of the other party shall remain the sole and exclusive property of such other party and that the receiving party shall have no proprietary rights, title or interests therein except as otherwise provided in this Agreement.

13.4 Termination. Upon termination for any reason, or at any other time that Customer or Landis+Gyr demands, the other party shall promptly deliver and/or certify destruction of Confidential Information, as appropriate, to the requesting party all Confidential Information (copies and originals) of the requesting party as may be in the other party's possession or under its control.

14. Limitation of Liability; Exclusion of Consequential or Indirect Damages

14.1 Maximum Liability. EXCEPT WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 9.2 (INFRINGEMENT INDEMNITY), PERSONAL INJURY OR DEATH OR DAMAGE TO ANY REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY EITHER PARTY'S NEGLIGENT ACTS OR OMISSION OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF EITHER PARTY IN RESPECT OF ALL CLAIMS IN THE AGGREGATE, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, UNDER THIS AGREEMENT SHALL BE LIMITED TO AMOUNTS PAID OR PAYABLE TO LANDIS+GYR BY CUSTOMER IN THE PREVIOUS TWELVE (12) MONTH PERIOD.

14.2 Exclusion of Consequent or Indirect Damages. IN NO EVENT SHALL THE EITHER PARTY BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES THAT ARE INDIRECT, CONSEQUENTIAL, PUNITIVE, OR FOR ECONOMIC LOSS, LOSS OF REVENUES, LOSS OF PROFITS, OR LOSS OF BUSINESS OPPORTUNITY.

15. General

15.1 Complete Agreement, Modification and Assignment. The parties agree that this Agreement and any ancillary agreements, exhibits or schedules constitutes the complete and exclusive agreement between them with respect to its subject matter and supersedes all previous understandings, negotiations, proposals, acknowledgements, and representations, whether oral or written with respect thereto. No modification of this Agreement will be effective unless it is in writing and signed by authorized representatives of Customer and Landis+Gyr. Customer may not assign this Agreement, a Purchase Order, or its rights or obligations under them without the express written consent of Landis+Gyr which shall not be unreasonably withheld. Any exhibit attached hereto is incorporated herein by this reference.

15.2 Notices. Notices, other than routine communications having no legal effect, shall be in writing and shall be sent by certified United States mail (return receipt requested), by guaranteed overnight delivery, by courier, or by confirmed facsimile addressed to the addresses set forth below:

For Customer: Clallam County PUD
PO Box 1000
Carlsborg, WA 98324
Attn: Karen Abbott
Email: pudcontracts@clallampud.net

For Landis+Gyr: Landis+Gyr Technology, Inc.
30000 Mill Creek Avenue, Suite 100
Alpharetta, GA 30022
Attn: Legal Department
Facsimile No: 678.258.1686

- 15.3 Force Majeure. Except for payment obligations, neither party is liable for failing to fulfill its obligations due to acts of God, civil or military authority, war, riots, strikes, fire, or other causes beyond its reasonable control. To the extent a party is substantially delayed by force majeure from performing its obligations hereunder, such party shall give notice and details of the force majeure to the other party as soon as practicable, then the parties may extend the time for performance by written agreement. In the event it shall become impossible for Landis+Gyr or Customer to perform its respective obligations because of force majeure, then in such event the party so unable to perform may terminate this Agreement upon written notice to the other. In no event shall an event of force majeure excuse or delay the payment of any amount owed by one party to the other party under this Agreement.
- 15.4 No Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no party other than Landis+Gyr and Customer shall have any legally enforceable rights under this Agreement.
- 15.5 Headings. All headings used in this Agreement are for reference purposes only and are not part of this Agreement.
- 15.6 Waiver; Severability. No delay or omission by Customer or Landis+Gyr in enforcing its rights or remedies under this Agreement shall impair such right or remedy or be deemed to be a waiver thereof. Any waiver, in whole or in part of any provision of this Agreement will not affect or be considered to be a waiver of any other provision. No waiver of this Agreement shall be valid unless in writing and signed by the parties thereto. If any term of this Agreement is found to be unenforceable or invalid for any reason, such term shall not affect the other provisions, but such unenforceable term shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of Customer and Landis+Gyr set forth in this Agreement, and all other terms will remain in full force and effect.
- 15.7 Independent Contractor. Nothing in this Agreement shall be read as appointing either party as the agent or legal representative of the other party for any purpose whatsoever, nor shall either party hold itself out as such. This Agreement does not create or is intended to create any express or implied relationship of joint ventures, partners, employer and employee, associates, or principal and agent between the parties, and both parties are acting as independent contractors and principals for their own accounts. Neither party is granted any right or responsibility for or on behalf of the other or otherwise to bind the other. In providing the Services and Products, Landis+Gyr shall have sole responsibility for all persons employed by it in connection with the performance of such Services; and, except as provided in this Agreement, Landis+Gyr shall solely determine the methods, details, and means of performing the Services.
- 15.8 **EEOC and Affirmative Action.**
- (a) **Landis+Gyr is in compliance with all of the laws and Executive Orders prohibiting discrimination, including but not limited to Title VII of the Civil Rights Act of 1964 as amended, the Civil Rights Act of 1991, 42 USC 2000(e), et seq., and all applicable state and local laws against discrimination.**
 - (b) **Landis+Gyr and subcontractor, if any, shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

15.9 Export Regulation. The Products, including any software, documentation and any related technical data included with, or contained in, such Products, and any products utilizing any such Products, software, documentation or technical data (collectively, “**Regulated Products**”) may be subject to US export control laws and regulations, including the Export Administration Regulations and the International Traffic in Arms Regulations. The Customer shall not, and shall not permit any third parties to, directly or indirectly, export, re-export or release any Regulated Products to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any Regulated Products is prohibited by applicable federal or foreign law, regulation or rule. The Customer shall be responsible for any breach of this Section 15.8 by its, and its successors’ and permitted assigns’, affiliates, employees, officers, directors, partners/members/shareholders, customers, agents, distributors, resellers or vendors. The Customer shall comply with all applicable federal or foreign laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting or releasing any Regulated Products.

15.10 Publicity.

(a) Notwithstanding any other provision of the Agreement, Landis+Gyr shall not, without the Customer’s prior written consent, publish any information pertaining to the Agreement, whether during the term of the Agreement or thereafter. Nor shall the Customer, without Landis+Gyr’s prior written consent, publish any information pertaining to the agreement, whether during the term of the agreement or thereafter. Consent from either party will not be unduly withheld.

(b) The primary point of contact for publicity at Customer is: Nicole Clark.

15.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Agreement.

Acknowledged and agreed by the authorized representatives of the parties.

Landis+Gyr Technology, Inc.

Clallam County PUD


Gina Garner (Dec 9, 2018)
Signature


John Purvis (Dec 6, 2018)
Signature

Gina Garner
Printed Name

John Purvis
Printed Name

VP, General Manager
Title

Assistant General Man
Title

Dec 9, 2018
Date

Dec 6, 2018
Date

**EXHIBIT A TO MASTER AGREEMENT
PRODUCTS PRICING SCHEDULE AND DESCRIPTION OF SERVICES**

A. Project Delivery Services Overview

The parties will perform in accordance with the following summary (see Table 1) in connection with the deployment and implementation of the Gridstream RF and PLX AMI System:

Table 1 – Summary of Roles

Services	Landis+Gyr	Customer
Project Management Support	√	
System Design	√	
Training	√	
Installation (network)		√
Installation (endpoint)		√
Field Engineering (on-site field installation support)		√
Standard Integration Services (as described below). If custom interfaces are required, a separate SOW will be mutually agreed upon for an additional fee.		To be determined if required
System Administration/Daily Operations/Database Administration		√
WAN Backhaul Communications		√

B. Gridstream RF Solution Pricing

The following table represents quantities and pricing for the AMI solution (31,920 total endpoints).

Description	Quantity	Unit Price	Extended Price
Network Equipment – Network Equipment Estimated by Targeted Phase			
<i>Phase 1 – RF (2018)</i>			
C6000 Series Collector with Cellular Modem	2	\$5,850.00	\$11,700.00
C6000 Series Collector Mounting Kit (for Mounting on Street Light Arm, with 20-Foot Cable)	2	\$885.00	\$1,770.00
RF Router and Kit with 20-Foot Cable	9	\$1,455.00	\$13,095.00
<i>Phase 1 – PLX (2018 – Neah Bay)</i>			
PLX Transformer Coupling Unit (120/208v)	1	\$10,000.00	\$10,000.00
PLX Collector 3000 with 1 Fiber Blade	1	\$14,000.00	\$14,000.00
PLX Blade without Fiber	2	\$3,000.00	\$6,000.00
Blank Blades	3	\$40.00	\$120.00
PLX Inductors (Set of Three)	1	\$3,000.00	\$3,000.00
<i>Phase 2 – RF (2019)</i>			
C6000 Series Collector with Cellular Modem	2	\$5,850.00	\$11,700.00
C6000 Series Collector Mounting Kit (for Mounting on Street Light Arm, with 20-Foot Cable)	2	\$885.00	\$1,770.00
RF Router and Kit with 20-Foot Cable	11	\$1,455.00	\$16,005.00
<i>Phase 3 – RF (2020-2023)</i>			
C6000 Series Collector with Cellular Modem	6	\$5,850.00	\$35,100.00
C6000 Series Collector Mounting Kit (for Mounting on Street Light Arm, with 20-Foot Cable)	6	\$885.00	\$5,310.00
RF Router and Kit with 20-Foot Cable	68	\$1,455.00	\$98,940.00

Phase 3 – PLX (2020-2023)			
PLX Transformer Coupling Unit (120/208v)	5	\$10,000.00	\$50,000.00
PLX Collector 3000 with 1 Fiber Blade	5	\$14,000.00	\$70,000.00
PLX Blade without Fiber	10	\$3,000.00	\$30,000.00
Blank Blades	15	\$40.00	\$600.00
PLX Inductors (Set of Three)	5	\$3,000.00	\$15,000.00
RF Tools			
Tech Studio Software License (per user)	1	\$1,100.00	\$1,100.00
Tech Studio Annual Maintenance (per license)	Please reference the Software Support and Maintenance Agreement for details		
Field Tool Kit	1	\$1,600.00	\$1,600.00
Software and Support			
RF Command Center Software License Based on 31,110 Endpoints	1	\$44,666.00	\$44,666.00
PLX Command Center Software License Based on 810 Endpoints for Phase 1 PLX (Neah Bay)	1	\$26,486.00	\$26,486.00
Annual Software Support and Maintenance Agreement Based on 31,920 Endpoints	Please reference the Software Support and Maintenance Agreement for details		
Services and Training			
RF Initial Deployment Services and Training	1	\$65,000.00	\$65,000.00
PLX Project Delivery Services and Training	1	\$39,400.00	\$39,400.00
Total:			\$572,362.00

C. Clarifications

Electric Meters with Communication Modules

1. Electric meters with communication modules are not within the scope of this Agreement. Please contact your local Landis+Gyr meter distributor, Carlson Sales, for electric meter purchase details.

Network Equipment

2. Network Equipment quantities for RF and PLX are approximations and have been developed from the 31,110 electric meter locations and substation data/EEQ provided by Customer. **Network Equipment quantities are estimated, and final quantities will be determined based on the final analysis of the meter location data targeted for each of the various phases.** RF Router quantities estimated assume a mounting height of 20 feet above ground level (AGL). Alternate mounting locations, configurations and heights may require additional, brackets, cables or antennas, that are not included in the price shown. Actual Network Equipment quantities necessary for the AMI System to function properly may vary based on verification of final meter quantities, system analysis and requirements, locations, deployment approach, and system optimization needs.
3. The electric endpoint deployment will be deployed in a manner in which the electric endpoints are contiguous to enable adequate meshing.
4. Customer will provide WAN backhaul access to each Collector.
5. Customer will provide new or existing poles, of an appropriate height, with 120/240V power source for installation of network equipment.
6. External patch antennas, if required for the RF mesh solution, will be determined by location parameters of the electric meter. External patch antenna quantities will be determined during deployment.

7. For PLX, Customer is responsible for the purchase of third-party equipment required for proper operation of the system (e.g., server and licenses, substation enclosures, external feeder CTs, injection transformers, fiber optic cable for TCU, communication from server to substation, routers, modems, tablet PC, and OptoWand+ with harness). Server hardware and licensing details can be found in Landis+Gyr's current Command Center System Recommendations Guide.
8. In addition, a 240-volt programming station may be required if the utility does not currently own one; should this be required, they are available from Landis+Gyr for \$265.00 each.

RF Tools

9. Tech Studio is a required field tool for the Landis+Gyr RF solution. Pricing includes one (1) license for each user instance of Tech Studio.
10. The Tech Studio Software License fee is a per-user license fee for the Tech Studio software and does not include the cost of a computer or tablet upon which the software is installed.
11. Tech Studio Annual Maintenance includes:
 - Upgrades to Tech Studio throughout the year
 - Maintenance upgrades to licensed Tech Studio software
 - New features as they become available
 - Support for critical bug fixes
12. A fully executed Software License, and Annual Software Support and Maintenance Agreement, must be in place prior to order processing for Tech Studio software.
13. Each user of Tech Studio must have a unique Username and Password of authentication with Command Center to use the tool. Maintenance charges are based on the total number of users set up for authentication.
14. The Field Tool Kit is also required to enable communications to the endpoint device.
15. Alternatively, an enterprise license of Tech Studio software may be purchased for an unlimited number of users for a one-time fee of \$53,000.00. This option requires an annual maintenance fee of \$10,600.00 for the license.
16. A two-hour online Tech Studio training course is available through the Landis+Gyr Training Department for \$200 per login.
17. RadioShop software is available when requested under license at no additional charge.
18. A Tech Studio Communications Adapter will be available in 2018. The Communications Adapter includes a radio device with Gridstream RF for communication to the end device, Bluetooth communications to the laptop or handheld used by the utility personnel, and a battery charger. The Communications Adapter will be priced at \$750.00 per user.

The Tech Studio Communications Adapter will include a six-month product warranty. Units returned under warranty via a Return Materials Authorization (RMA) to the designated Landis+Gyr facility will be repaired or replaced by Landis+Gyr.

Software and Support

19. Customer will self-host (On-Premise) Command Center. The one-time RF and PLX Command Center software license fees represented above, include the base license, endpoint licensing for 31,920 endpoints, and HAN and Service Disconnect (SD) functionality. The PLX Command Center Software License is priced based on 810 Endpoints for Phase 1 PLX (Neah Bay) only. Additional license fees will apply for additional areas targeted for PLX. Any incremental endpoints are \$.60 each. Server hardware and software are not within the scope of Landis+Gyr's

offering. For head-end hardware and software recommendations, please refer to the [Landis+Gyr Command Center 7.2 System Recommendations Guide](#).

20. With the On-Premise model, the Command Center software licenses purchased are for production environments and can be used for one additional environment, such as a test environment, at no additional charge.
21. With the purchase of these Command Center licenses, an annual Software Support and Maintenance Agreement applies. Please reference the Software Support and Maintenance Agreement for details.
22. Landis+Gyr offers a standard suite of MultiSpeak and CIM-compliant APIs for Command Center as part of its standard solution offering. Integration support and interface development required beyond these standard APIs will be priced based on time- and- material support or lump sum pricing based upon a defined scope of work. For integration details, please refer to the Landis+Gyr Integration Suite Technical Brief Version 2.0.

Services and Training

23. RF Initial Deployment Services pricing is based on services being provided by Landis+Gyr for a period of up to nine (9) months, beginning at contract signature. At a high level, these services include:

Project Management	Project management services, including on-site project kickoff session, schedule management, logistics support, risk/issue management, scope management, contract management, resource coordination, and weekly or bi-weekly status meetings.
Meter Configuration Support	Assist and coordinate with understanding the chosen meter configuration to ensure data is flowing per utility business case.
Network Design and Site Surveys	Initial and final network design, on-site training for completion of site surveys and validation of connectivity.
Network Equipment Commissioning	On-site commissioning of initial Network Equipment, including inspection of installation, commissioning of equipment and assurance of network preparation for endpoint deployment. Also includes system orientation for completion of future Collector commissioning by the utility or its selected installation subcontractor.
Technical Implementation Support	Remote technical support from a dedicated Landis+Gyr project technical expert to guide the customer on the technical aspects of Gridstream RF system operation and resolve issues quickly and efficiently through the planning and launch phases of the project. Also plans and develops system test planning in conjunction with the customer and assists with network performance validation.
Integration Support	Remote integration support to facilitate customer's integration with a MultiSpeak/CIM-compliant billing system (Landis+Gyr will lead detailed requirements and design workshops, provide standard APIs and API specifications, provide best practices, and support customer integration activities).

24. PLX Project Delivery Services pricing is based on project management being provided by Landis+Gyr for a period of six (6) months, beginning at project kickoff, as well as commissioning services for one (1) TCU.

25. RF and PLX training are required prior to deployment. Training includes:
- Two (2) online training sessions for Security (RF)
 - One (1) online training session for Tech Studio (RF)
 - One (1) classroom training course for RF Network Deployment (RF)
 - One (1) classroom training course for Command Center Application (RF)
 - One (1) classroom training course for Command Center Application (PLX)
 - Forty (40) online training credits have also been included for use with continuing education
26. Pricing for online training sessions is per log-in/registration.
27. RF and PLX Training pricing assumes that two (2) employees from Customer will attend classroom training at Landis+Gyr's Pequot Lakes, MN, or Lafayette, IN, locations only. Additional seats are \$1,200.00 per seat.
28. Customer is responsible for its own travel and expenses related to training.

General Clarifications

29. Installation of electric meters with communication modules and Network Equipment is not within the scope of Landis+Gyr's offering. It is assumed this installation is the responsibility of Customer or a third party contracted by the Customer.
30. The following items are available for purchase, as needed, for RF:

Item	Unit Price
Remote Antenna Kit	\$730.00
RF Coupling Antenna	\$55.00
IWR 12-24 VDC Input	\$775.00
IP IWR Radio (Ethernet DC IWR)	\$1,000.00

31. Landis+Gyr standard lead time for product shipment is 12-20 weeks from the time the purchase order is acknowledged by Landis+Gyr to the time the order is shipped. Standard lead time for product shipment can vary, and upon receipt and confirmation of your purchase order, an estimated shipment date will be provided.
32. Licenses sold as part of this solution are for Landis+Gyr products only. Any additional third-party licenses are the responsibility and at the expense of Customer.
33. There are no additional Landis+Gyr application software license fees required to use the software in a non-production environment. However, depending on the scope of the project, there may be incremental services and/or SaaS fees to establish and maintain non-production environments.

D. Gridstream RF AMI System Deployment Project Statement of Work

The objective of the services described in this document is to support Customer in deploying a subset of its full deployment area (the Initial Deployment Area) and enable Customer to be self-directed in completing the remainder of the deployment. The Initial Deployment Area will consist of mutually agreed upon endpoints that are in a contiguous area and reside under an installed Gridstream network designed to support system functionality. Specifically, Landis+Gyr will provide project delivery services for Customer to deploy an RF electric meter Initial Deployment Area with up to 3 Collectors, 30 Routers, and 1,000 electric Endpoints. The Collector, Router, and Endpoint limits will not be exceeded without a formal change to the scope of the project.

All deliverables associated with services will be completed in no more than nine (9) months from contract signature date. The service duration assumes receipt of Purchase Orders and all required documentation at the time of contract signature. If deliverables are not complete within nine (9) months, additional charges may apply depending on reason for delay. If desired, Customer may elect to extend delivery services at an additional cost. This will be managed through the project change process.

Order to Acceptance (OTA) - Our Proven Methodology

OTA, the project implementation methodology described herein, is informed by Landis+Gyr's long history and strong reputation for solution execution over two (2) decades. The OTA process is rooted in the principles of the internationally recognized Project Management Institute's Project Management Body of Knowledge (commonly called PMI's PMBOK). All of Landis+Gyr's Project and Program Managers are certified by the Project Management Institute (PMI) as Project Management Professionals (PMPs), meaning each project leader has been trained in project management best practices and certified as a project management expert. Landis+Gyr's methodology functions in accordance with the Landis+Gyr Integrated Management System (IMS), with rigorous and disciplined ISO 9001 (Quality Management), 14001 (Environmental Management) and 18001 (Health and Safety Management) registered processes.

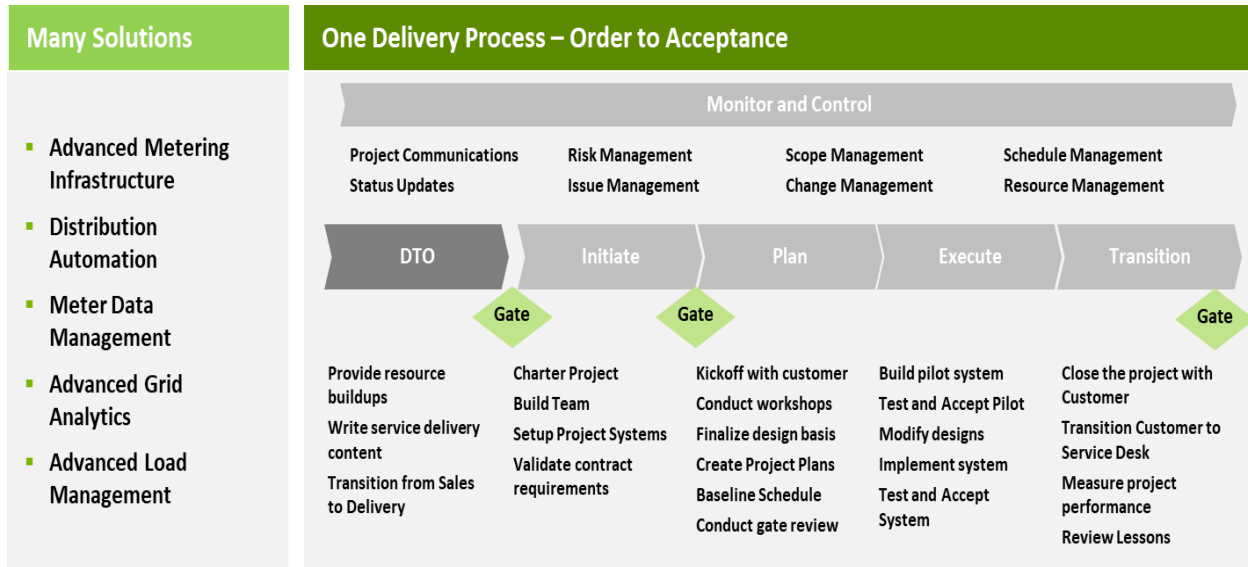
The OTA process is comprised of four (4) main implementation phases:

1. Initiate
2. Plan
3. Execute & Control
4. Project Transition

The weeks associated with each phase are approximate and may vary nominally during the deployment.

Figure 1 illustrates the phases and main activities that occur within OTA phases.

Figure 1 Overview of the OTA Process



The OTA Process provides a rigorous, repeatable framework to deliver all Landis+Gyr solutions

Initiate Phase

In the Initiate Phase, the Landis+Gyr project manager (PM) engages internal resources to setup the project, develops an initial understanding of project requirements, obtains internal authorization to allocate team resources to the project, engages the Landis+Gyr project team, and kicks off the project with Customer in an on-site review. Customer-facing project deliverables (Table 1) are presented at Customer's kickoff and may require input from Customer.

Initiate phase Landis+Gyr deliverables:

1. Meter programs and Product Configuration Approval (PCA) worksheet
2. Initial design and infrastructure spreadsheet for full deployment
3. Obtain Purchase Orders for Services and Equipment

Table 1 Initiate Phase Activities

Landis+Gyr Resource	Services Provided	Customer Responsibility	Customer Resource
Sales / Distributor	Conducts 1132 Training	Attends Training	Meter Engineer
	Creates meter programs	Defines meter functional requirements	
	Completes PCA worksheet	Provides meter specifications / labeling etc.	
Sales / Distributor	Inputs forecasts into Landis+Gyr systems	Provides written material forecasts	Project Manager
	Obtains Equipment and Services Purchase Orders	Provides Equipment and Services Purchase Orders	
	Conducts internal planning, obtains resources, plans for kickoff meeting	Works with Landis+Gyr project manager to create agenda, provide personnel for Customer kickoff	
Program Manager	Validates requirements with the Customer and distributor	Reviews requirements with the Landis+Gyr Project Manager	Project Manager
	Conducts internal planning, obtains resources, plans for kickoff meeting	Works with Landis+Gyr project manager to create agenda, provide personnel for Customer kickoff	
Network Design Engineer	Develops initial design and infrastructure spreadsheet for initial deployment area	Provides meter coordinates and asset information to Landis+Gyr, as available	Field Services

Plan Phase

In the Plan Phase, the project team prepares for project execution, including formally documenting and achieving agreement with Customer on the final requirements, final system design, and the baseline schedule. Landis+Gyr will also conduct workshops on configurations and integrations to be performed, complete all site surveys, and deliver formal solution training. Please note additional seats may be requested for training at an additional cost. For a list of activities in the Plan Phase, refer to Table 2.

Plan Phase Landis+Gyr Deliverables:

1. Project kickoff meeting
2. Project Management Plans including: project schedule, resource plan, materials plan, communications plan, and risk/mitigation plans
3. Change requests as needed
4. Documentation from onsite kickoff meeting
5. Field site surveys for up to 3 Collectors and 30 Routers
6. Final design and infrastructure spreadsheet for full deployment area based on review of field site surveys completed during the project services term
7. Delivery of PCA meters and network equipment for Initial Deployment Area
8. Command Center classroom training for two (2) participants at Landis+Gyr site
9. Network Deployment classroom training for two (2) participants at Landis+Gyr site

Table 2 Plan Phase Activities

Landis+Gyr Resource	Services Provided	Customer Responsibility	Customer Resource
Program Manager / Landis+Gyr Project Team	Develops schedule, established weekly status update meeting	Coordinates with Landis+Gyr PM, attends weekly meetings	Project Manager / Customer Project Team
	Leads project kickoff meeting	Confirms agenda, provides resources	
	Manages materials flows, including PCA meter delivery	Coordinates testing and validation of PCA meters and approves for production	
Technical Implementation Engineer	Conducts PCA review on meters	Coordinates internal PCA testing, approves, and places materials orders	Project Manager Meter Shop
Technical Implementation Manager	Leads workshops on IT network configuration, integration planning, test planning	Provides input to workshops	Project Manager System Admin AMI Admin
Field Service Rep	Conducts site surveys for up to 3 Collectors and 30 Routers	Participates in site surveys with Landis+Gyr Field Service Rep	Field Operations
Training	Conducts Command Center and Network Deployment training	Attends Command Center and Network Deployment training	Field Operations, Head End Operations
Deployment Manager	Conduct training for site survey certification	Attend training for certification to conduct site surveys for entire deployment area	Field Operations
Network Design Engineer	Develops final design from site surveys	Confirms acceptance of the final design; orders additional hardware as needed	Project Manager

Execute Phase

In the Execute Phase, the PM actively manages and controls the project delivery according to the methods described in the Project Management Plans. Specifically, Landis+Gyr will ensure Command Center is installed and functional and that the network has been deployed effectively for the upcoming meter installations. For all activities associated with the Execution Phase please refer to Table 3.

Execute Phase Deliverables:

1. SaaS Command Center instance and initial login credentials
2. System Commissioning of Command Center
3. Commissioning of initial network equipment and initial meters, and ensuring “Normal” status in Command Center
4. Integration scope and plan, including: Documentation from integration workshop, including finalized integration scope, standard integration diagram, and sample test plan
5. Integration implementation, including functional Command Center extracts and/or MultiSpeak/CIM web service calls

Table 3 Execute & Control Phase Activities

Landis+Gyr Resource	Services Provided	Customer Responsibility	Customer Resource
Technical Implementation Manager	Requests hosted Command Center setup and supports Field Tools installation	Install Field Tools	System/AMI Admin
	Configures Command Center and assists Customer with security tokens and system keys	Conducts security token and system key process	
	Leads IT network configuration between Landis+Gyr's Network Operations Center (NOC) and Customer	Participates in IT network configuration	
	Implements standard integration to known file-based or MultiSpeak/CIM-compliant CIS	Implements any needed changes to CIS	
Technical Implementation Manager, Field Service Rep	Leads RF Network Commissioning for up to 3 Collectors in one week <ul style="list-style-type: none"> • Verifies network settings and coms • Ensures meter registration and function • Verifies network field installation 	Installs field infrastructure and devices prior to Commissioning <ul style="list-style-type: none"> • Network and backhaul installation • Electric Endpoints to provide basis for system commissioning (<10) 	Field Operations / AMI Admin
	Ensures up to 1,000 electric Endpoints are "Normal" and communicating in Command Center	Installs electric Endpoints	

Project Transition Phase

In this final phase, the project is prepared for internal Landis+Gyr closure and Customer is transitioned to Landis+Gyr Customer Operations as specified in Customer agreement.

Project Transition Phase Deliverables:

1. Testing and acceptance of the system
2. The PM issues Customer Satisfaction Survey to Customer
3. The PM conducts the OTA to Acceptance to Retirement (ATR) handoff meeting, seeking written approval from Customer Operations to make the transition

For a list of activities in the Project Transition Phase, refer to Table 4.

Table 4 Project Transition Phase Activities

Landis+Gyr Resource	Services Provided	Customer Responsibility	Customer Resource
Technical Implementation Manager	Support system testing, provides resolution as needed	Installs Endpoints, conducts testing according to plan	Field Operations AMI Administration
Project Manager	Conducts closeout, transitions Customer to Landis+Gyr service desk	Accepts project, attends transition meeting to service desk	Project Manager

E. Gridstream PLX AMI System Deployment Project Statement of Work

1. PROJECT SCOPE

1.1 System Generally

Landis+Gyr will assist Customer's planning of deployment of the System prior to Customer's deployment of the System and perform design and project coordination Services. This approach will certify Customer to run and maintain the System through a transitional plan starting at the beginning of the System implementation.

During the start-up time period, defined as the planning and readiness phase of the project, Landis+Gyr will coordinate all activities related to the planning of the initial deployment covering Landis+Gyr equipment (meters), substation equipment, installation, operation and maintenance training and related activities.

2. PROJECT RESPONSIBILITIES

This Section provides a summary of the responsibilities to be undertaken by Landis+Gyr and Customer in order to fulfill the requirements of the project.

2.1 Landis+Gyr Responsibilities

2.1.1 General Project Management Services

2.1.1.1 Project Management

Landis+Gyr will provide the services of a Project Manager experienced in the implementation of the Gridstream PLC system of comparable complexity and who will be responsible for coordination of the equipment delivery, planning deployment, and training Customer to commission the Landis+Gyr substation equipment.

2.1.1.2 System Technical Support / Call Center

Landis+Gyr will support Customer's system administrator in connection with the operation of software host system (Command Center), which operates all main facets of the System.

2.1.1.3 WAN Communications Support

Landis+Gyr will provide a specialist available to support Customer for the necessary communication strategy and equipment needed to make the System work. This specialist will assist and facilitate, when required, the configuration of the WAN communications to accommodate Customer's chosen communication mode. These Services are provided through the initial planning and readiness phase prior to installation of the System. Customer is responsible for acquiring all WAN communications equipment.

2.1.1.4 System Design Services

Landis+Gyr will deliver the Landis+Gyr substation equipment needed for the successful implementation of the System. Landis+Gyr's System Engineering staff will help develop a substation equipment list based on customer provided distribution/substation data via a Landis+Gyr Engineering questionnaire. Landis+Gyr's System Engineers are skilled in AMI engineering requirements involving various system designs including IT plan, substation infrastructure design,

drawing package, and more. Customer will be involved throughout the design phase.

2.1.2. Network Infrastructure Products

2.1.2.1 Collector/Transformer Coupler Unit, Procurement, and Deployment.

2.1.2.1.1 All collectors and TCU's will be shipped per equipment list specifications by Landis+Gyr.

2.1.3 Landis+Gyr Equipment (Meters)

2.1.3.1 Landis+Gyr will ensure that modules are available for installation in the Landis+Gyr meters as purchased. Landis+Gyr will ensure that all modules shipped to the manufacturers are capable of the necessary programming that has been approved by Customer.

2.1.4 Systems and Interfaces

2.1.4.1 Landis+Gyr will assist Customer in installing all System software so that Customer can effectively manage the System.

2.1.4.2 Landis+Gyr will assist Customer in initially configuring the System software to meet Landis+Gyr's functional specifications. With respect to Command Center, Landis+Gyr will provide Customer with assistance in updating and maintaining the configuration if Landis+Gyr's Support Agreement and Software Support Agreement are signed by the parties and the Customer pays the applicable fees.

2.1.4.3 Landis+Gyr will train and assist Customer in operating the System.

2.2 Customer Responsibilities

2.2.1 General Services and Facilities

2.2.1.1 Project Lead. Customer will provide an experienced project lead ("**Customer's Project Manager**") who will serve as the primary contact between Customer and Landis+Gyr's Project Manager. Customer's Project Manager will be responsible for all Customer deliverables and coordinate Customer's internal resources in areas such as IT, Customer Service, Metering Services, Training and System Administration.

2.2.2 Landis+Gyr PLX Substation Equipment

2.2.2.1 Design and Procure

2.2.2.1.1 Customer will provide reasonable consultation and assistance to Landis+Gyr's PLC Design Specialist.

2.2.2.1.2 Customer will approve Landis+Gyr's designs prior to Customer's installation. Review and approval schedules will be identified in the Project Schedule.

2.2.2.1.3 Landis+Gyr in conjunction with Customer will perform construction planning.

2.2.2.1.4 Customer will supply an experienced design specialist who will, on an installation-by-installation basis:

- (a) Assist Landis+Gyr with design by participating in pre-design site meetings and providing advice;
- (b) Issue switch numbers to be included on design drawings and documents;
- (c) Review Landis+Gyr's designs and provide comments prior to installation;
- (d) Obtain all necessary permits and approvals prior to installation; and
- (e) Customer will be responsible to keep current material item catalogue showing approved manufacturer and part numbers for third party-equipment.

2.2.2.2 Installation

2.2.2.2.1 Landis+Gyr will supply onsite commissioning, optimization, orientation and configuration of the collector equipment as further described in and subject to subsection C. of this Exhibit A.

2.2.2.2.2 Customer will provide necessary resources to energize and commission the Landis+Gyr substation equipment for placement into permanent service.

2.2.2.2.3 Customer will provide installation-ready steel infrastructure space and/or cement pads, trenching, conduit, 3 Phase Disconnect, TCU power supply (can or pad mount transformers), power supply and NEMA rated enclosure for Collectors, and WAN communication per Landis+Gyr system installation requirements and utility construction best practices.

2.2.2.2.4 Customer will arrange for underground facilities locating, in advance of construction, if ground disturbance is required.

2.2.2.2.5 Customer will arrange for power interruptions if required for construction.

2.2.2.2.6 Customer will install all Landis+Gyr substation equipment and third party-ancillary equipment as per the design.

2.2.2.2.7 Customer will connect to applicable communication equipment.

2.2.2.3 Commissioning

2.2.2.3.1 Customer responsibilities

- (a) Customer will inspect the facilities to be placed into service.
- (b) Customer will collect "red-line" as-built drawings and documents and perform data entry into Customer's automated mapping/facilities management system.

- (c) Customer will install switch numbers on the structure(s).
- (d) Customer will energize the Collector facilities if they are determined to be ready to be placed into service.
- (e) Customer will place the TCU into position and wire for service. Commissioning (power up and tuning) will be conducted by a Landis+Gyr Field Service Representative or installation certified utility personnel.
- (f) Customer will observe equipment testing and commissioning and accept that equipment if all acceptance requirements as defined in this Exhibit A are met and all deficiencies are remedied.

2.2.3 Customer is responsible for equipment installation (meter).

2.2.4 Systems and Interfaces

- 2.2.4.1 Customer will design and develop interfaces which will be needed to support the System.
- 2.2.4.2 Customer will appoint a system administrator to become familiar with System operation.
- 2.2.4.3 Landis+Gyr requires remote access to all aspects of the System to support deployment. This includes Command Center server(s), IP connections to all collectors, and any System encryption keys to access devices in the field such as Collectors and endpoints for all devices not hosted by Landis+Gyr, as required. Customer shall supply an encrypted VPN solution to allow Landis+Gyr to access these parts of the System as needed. Landis+Gyr will require individual logons to the Customer VPN solution as well as Command Center and any other network resources needed to support the deployment. VPN access “to the field” is recommended over shared access via remote desktop or other terminal service.











Clallam County PUD and Landis+Gyr RF and PLX Master Agreement - Electronic Signature Request

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12/09/2018

Created:	12/05/2018
By:	Sonia Jensen (sonia.jensen@landisgyr.com)
Status:	Signed
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-  Document created by Sonia Jensen (sonia.jensen@landisgyr.com)
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