MASTER AGREEMENT

This Master Agreement is made and entered into as of the date last signed (the "Effective Date") by and between:

Aclara Technologies LLC, an Ohio Limited Liability Company
945 Hornet Drive
Hazelwood, MO 63042
(Referred to herein as "Aclara")

And City of Corpus Christi, a Texas Corporation
2726 Holly Road
Corpus Christi, Texas 78415
(Referred to herein as "Purchaser")

Collectively, Aclara® and Purchaser may be referred to as "Parties".

Whereas, Aclara has developed certain proprietary equipment and software which together constitute the Aclara ® Technology System which performs automatic meter reading and collects metering data utilized by providers of electricity, gas and water to consumers;

Whereas, Purchaser desires to acquire from Aclara an upgrade to its Aclara Technology System utilized by Purchaser for automated meter reading of residential, industrial and commercial utility meters and for other purposes;

Now Therefore, in consideration of the mutual covenants set forth herein, and intending to be legally bound, the Parties agree as follows:

1. Definitions. The following words and phrases shall have the following meanings for the purposes of this Master Agreement.

   A. "Master Agreement" means this document and the following Exhibits all of which are attached hereto and made a part hereof, and any amendments, modifications or supplements thereto or attachments incorporated therein:

      1) Exhibit A, Statement of Work
      2) Exhibit B, List of Deliverables and Pricing
      3) Exhibit C, Software License Agreement
      4) Exhibit D, Maintenance Agreement
      5) Exhibit E, Aclara Equipment Warranties

   B. "Aclara Licensed Software" shall have the meaning as it is defined in Exhibit D, Software License Agreement.

   C. "Aclara Personnel" means all employees of Aclara, Aclara's subcontractors and their employees, or any other personnel assigned by

Aclara to provide work pursuant to this Master Agreement. Aclara Personnel shall not include any Purchaser Personnel.

D. "Aclara STAR System" means the AMI system comprised of: 1) the Hardware purchased from Aclara by Purchaser under this Agreement; and 2) the Software licensed by Aclara to the Purchaser under the terms of this Agreement and Exhibit C, Software License Agreement.

E. "Commercially Reasonable Efforts" means taking such steps and performing in such a manner as a well managed company would undertake where it was acting in a determined, prudent and reasonable manner.

F. "Contract Manufacturers" means those entities that manufacture proprietary Aclara designed transponders, substation control equipment and other equipment.

G. "Deliverables" mean the Equipment, Software and Services listed on Exhibit B, List of Deliverables, Pricing and Delivery Dates.

H. "Delivery" means, in the case of Equipment purchased hereunder, the loading of the equipment on the means of transport of the carrier selected by Aclara pursuant to Section 10, below. "Delivery" means, in the case of Software provided hereunder, the remote installation of the Software by Aclara on the Purchaser-provided Designated Equipment, or, if applicable, upon the Delivery of the Designated Equipment provided by Aclara on which the Software is installed. "Delivery" means, in the case of Services provided hereunder, the periodic performance of such Services as described herein.

I. "Equipment" means those products described on Exhibit B, List of Deliverables, Pricing and Delivery Dates that are manufactured by Aclara or by a Contract Manufacturer and denoted as "Equipment."

J. "Hardware" means the Equipment and Third Party Equipment described on Exhibit B, List of Deliverables, Pricing and Delivery Dates.

K. "Maintenance Agreement" means Exhibit D."

L. "Project Schedule" shall mean the schedule developed in accordance with Section 3, below.

M. "Purchaser Personnel" means all employees of Purchaser, Purchaser's subcontractors and their employees, or any other persons or entities assigned by Purchaser to provide materials, services or labor in furtherance of Purchaser's installation, deployment and use of Purchaser's

STAR Technology System. Purchaser Personnel shall not include any Aclara Personnel.

N. "Services" shall mean those services to be performed by Aclara as described herein.

O. "Software License Agreement" means the agreement, a copy of which is attached as Exhibit D, Software License Agreement

P. "Third-Party Equipment" means the those products described on Exhibit B, List of Deliverables, Pricing and Delivery Dates that are not manufactured by Aclara or by a Contract Manufacturer and denoted as "Third Party Equipment."

Q. "Third Party Licensed Software" shall have the meaning as it is defined in Exhibit D, Software License Agreement.

R. "Work" means all obligations, duties and responsibilities of the Parties necessary to be performed by them in order to accomplish all of their respective obligations under this Master Agreement.

2. Work. Upon the effective date of this Master Agreement, Aclara shall provide all necessary equipment, software, management, supervision, materials, tools, supplies, facilities and resources necessary to perform its Work in accordance with the terms of this Master Agreement. Upon the effective date of this Master Agreement, Purchaser shall provide all necessary management, supervision, resources and materials required (but not to be supplied by Aclara hereunder) to perform its Work in accordance with the terms of this Master Agreement.

3. Project Schedule. Aclara and Purchaser shall meet as expeditiously as possible after the execution of this Agreement to discuss the Start-Up Checklist, the Project Schedule and related matters ("the Kickoff Meeting"). Account Managers from Aclara and Purchaser are responsible for monitoring the Start-Up Checklist and Project Schedule so that the delivery dates shown on Exhibits B and C and/or determined by mutual agreement are met.

4. Term

A. The term of this Master Agreement shall become effective on the date last written below and shall continue in full force and effect (unless earlier terminated in accordance with this Master Agreement) until the Work has been completed. Notwithstanding such termination, certain rights and obligations arising under this Master Agreement, including, but not limited to those concerning indemnity, Dispute Resolution, and Limitation of Liability and the Software License Agreement, Non-disclosure Agreement and Maintenance shall survive the termination of this Master Agreement.

The term of this Master Agreement may be extended by mutual agreement of the Parties.

B. The Parties acknowledge that Purchaser may desire to purchase additional equipment following the completion of all Work (referred to herein as "Expiration") of this Agreement. In such case, any such purchases shall be at such prices and delivery shall occur on such dates as the Parties may then agree. All other terms and conditions contained in this Master Agreement shall apply to such purchases.

5. Time for Performance

A. Aclara shall use Commercially Reasonable Efforts to deliver the Equipment and Software and provide the Services within the times set forth on Exhibits B and C or by mutual agreement. Purchaser understands and agrees that the ability of Aclara to make such deliveries and provide such Service within such times is dependent upon the timely issuance of Purchase Orders (if required) and timely performance of Purchaser's Work by Purchaser Personnel. Purchaser agrees that it will use Commercially Reasonable Efforts to cause Purchaser Personnel to perform their respective obligations in a timely fashion and to cooperate with Aclara in scheduling their respective Work.

B. Neither Party shall be liable to the other for failure or delay in performance of a required obligation if such failure or delay is caused by an act or omission of the other Party or such Party's Personnel.

C. Neither Party shall be liable to the other for failure or delay in performance of a required obligation if such failure or delay is caused by delays in shipment, delivery or taking receipt of any items sold hereunder, or loss or damage thereto, acts of God, acts of the other Party, acts of civil, regulatory or military authority, U.S. Governmental restrictions or embargoes, war, terrorism, riot, fires, strikes, flood, epidemics, quarantine, restrictions, default or delay by supplier, breakdown in manufacturing facilities, machinery or equipment, delays in transportation or difficulties in obtaining necessary materials, labor or manufacturing facilities due to such causes, or any other cause beyond a Party's reasonable control. In the event of such occurrence, performance shall be suspended to the extent made necessary by such forces, and the time for performance shall be extended by a period equal to the time of delay. Upon the occurrence of such an event the Party whose performance is adversely affected shall promptly notify the other Party of the nature and extent of the occurrence and the anticipated period of delay in performance. Any Party so adversely affected shall use all Commercially Reasonable Efforts to minimize the extent of the delay in performance. No event of Force Majeure shall apply to any obligation by either Party to pay money.

D. If either Party causes a delay not otherwise excused hereunder in the progress of the Work, such Party shall use Commercially Reasonable Efforts (all without additional cost to the other Party) to complete its Work within the times set forth on the Project Schedule.

6. Purchase, Sale and License. Purchaser agrees to purchase the Hardware and Services and license the Aclara Licensed Software and the Third Party Licensed Software from Aclara. Aclara agrees to sell to Purchaser the Hardware and Services and to license the Aclara Licensed Software and the Third Party Licensed Software to Purchaser all at the prices and in the quantities set forth on Exhibit B and upon the terms and conditions set forth in this Master Agreement.

7. Maintenance Agreement. Aclara offers annual Maintenance and Supplemental Support Services to Purchaser (Licensee). A copy of Aclara's standard agreement for the provision of those services is set forth Exhibit E, Maintenance Agreement. Should Purchaser desire such services and fixed rates for optional support services, such Services will be provided by Aclara in accordance with the cost determined as provided therein.

8. Purchaser's Responsibilities

A. Purchaser shall perform those tasks and assume those responsibilities specified herein and as set forth in this Master Agreement.

B. Purchaser shall provide Aclara Personnel with such access to Purchaser's property and Personnel as may be necessary for Aclara to perform its Work.

C. Purchaser shall devote sufficient time and resources, including qualified personnel, to perform its Work in accordance with this Master Agreement.

D. Purchaser agrees that it shall insure that Purchaser Personnel cooperate with Aclara in the timely and efficient performance of Aclara's and Purchaser's respective obligations under this Master Agreement.

9. Invoicing and Payment

A. Equipment. Aclara shall invoice for the Hardware listed on Exhibit B at the prices on Exhibit B upon Delivery.

B. Services. Aclara shall invoice for the Services listed on Exhibit B at the prices on Exhibit B as follows:

1) Project Implementation Fee shall be invoiced upon execution of this Agreement.

2) All other Services will be invoiced as stated on Exhibit B.

C. Payment. Purchaser shall pay Aclara invoices within thirty (30) days of the date thereof. Any amounts not paid when due shall bear interest at the lesser of 1 ½% per month or the highest amount permitted by law until paid.

10. Title, Risk of Loss and Insurance. Hardware is sold CPT Destination (Carriage Paid to Destination as defined in accordance with INCOTERMS 2000). Title to and Risk of Loss of Equipment shall pass to Purchaser upon the loading of the Equipment on the means of transport of the carrier selected by Aclara. Carriage shall be arranged for by Aclara on usual terms for its account and Purchaser's risk. Aclara shall have no responsibility to arrange or pay for insurance against loss, damage or destruction occurring after loading of Equipment.

11. Sales and Use Taxes. Aclara shall invoice to Purchaser any applicable state, county or local sales or use taxes applicable to the Work. If Purchaser should determine that all or part of the Work is not subject to such taxes, then in such case, Purchaser shall provide to Aclara a Sales and Use Tax Exemption Certificate.

12. Substitution. Aclara shall have the right to substitute an item of Equipment for an item specified on Exhibit B provided that such substituted item is, in fact, functionally equivalent to the specified item. In the event of any such substitution, Aclara shall give Purchaser prompt written notice of its intention to make a substitution which notice shall set forth the reason(s) for such substitution and shall contain a statement that the substituted item is functionally equivalent to the specified item.

13. Warranties. In connection with the Deliverables, Aclara makes the following warranties:

A. Equipment. Aclara warranties, with respect to Aclara equipment sold hereunder, are stated in Exhibit E, Aclara Equipment Warranties.

B. Software. Aclara warranties, with respect to the STAR Software License sold hereunder, are stated in Attachment C, Aclara Software License Agreement

C. Services. With respect to Services to be performed by Aclara under this Master Agreement, Aclara warrants that the Services shall be performed in a professional, competent and timely manner by Aclara Personnel appropriately qualified and trained to perform such Services. In the event of a breach of the foregoing warranty relating to Services occurs within twelve months from the date of the providing of such Services, Aclara shall, at its sole cost and expense, re-perform such Services.

D. Except as specifically set forth herein, no warranty under any provision of this Master Agreement is made with respect to software or equipment items that have not been created or manufactured by Aclara or its Contract Manufacturers, such being subject only to the warranties made by their respective creators or manufacturers. Aclara shall not be responsible or liable for unauthorized modifications, alterations, misapplications, or repairs made to the equipment and/or software by Purchaser's Personnel or persons other than Aclara Personnel, or for damage thereto caused by negligence, accidents or use by Purchaser's Personnel or persons other than Aclara Personnel in violation of any provision of this Master Agreement.

E. **THE WARRANTIES SET FORTH IN THIS MASTER AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE.**

14. Indemnity. For the purpose of this Section 14 only, "Purchaser Parties" shall mean Purchaser, its directors, officers, agents and employees, assignees, subsidiaries and affiliates, and each of them; "Aclara Parties" shall mean Aclara, its directors, officers, agents and employees, contractors and subcontractors at any tier, and the subcontractor's directors, officers, agents and employees, and each of them; and "Claims" shall mean claims, demands, suits or causes of action. The Parties obligations under this Section 14 shall not be limited to their respective insurance coverage.

A. General Indemnity

1) Aclara shall indemnify Purchaser Parties for any and all loss or liability, including the costs of settlements, judgments, damages and direct expense including reasonable attorney's fees, costs and expenses arising from Claims, whether based on statute or regulation or on theories of contract, tort, strict liability, or otherwise, which are brought against one or more Purchaser Parties by or on behalf of persons other than Purchaser Parties involving injuries or damages to persons or property arising from or in any manner relating to negligent acts or omissions of Aclara Parties under this Master Agreement provided that:

a. Purchaser promptly notifies Aclara in writing of such claims;

b. Purchaser fully cooperates with Aclara in assisting in the defense or settlement of such claims; and

c. Aclara has the sole right to conduct the defense of such claim or to settle such claim. Aclara shall defend at its own expense, with counsel of its choosing, but reasonably

acceptable to Purchaser, any suit or action brought against Purchaser Parties based upon such Claims.

2) Further, provided that Purchaser promptly notifies Aclara in writing of any alleged violations described below, Aclara shall also indemnify Purchaser Parties for any and all loss or liability for fines, fees or penalties for violations of any statutes, regulations, rules, ordinances, codes or standards applicable to the Work arising from or relating to acts or omissions of Aclara Parties.

Aclara's obligations under this Section 14.A.1) and 2) shall be reduced to the extent of the negligence, gross negligence or willful misconduct of Purchaser Parties.

3) Purchaser shall indemnify Aclara Parties for any and all loss or liability, including the costs of settlements, judgments, damages and direct expense including reasonable attorney's fees, costs and expenses from Claims, at law or in equity, whether based on statute or regulation or on theories of contract, tort, strict liability, or otherwise, which are brought by or on behalf of persons other than Aclara Parties for injuries or damages to persons or property arising solely from or in any manner solely relating to acts or omissions of Purchaser Parties under this Master Agreement provided that:
   a. Aclara promptly notifies Purchaser in writing of such claims;
   b. Aclara fully cooperates with Purchaser in assisting in the defense or settlement of such claims; and
   c. Purchaser has the sole right to conduct the defense of such claim or to settle such claim.

   Nothing herein shall waive or limit the Purchaser's defense of governmental immunity as a bar to Purchaser Parties' liability for Claims described above and nothing herein shall waive or limit the Aclara Parties' right to assert a defense of governmental immunity as a bar to liability for Claims described above that arise from acts or omissions of Purchaser Parties.

4) Purchaser shall defend at its own expense, with counsel of its choosing, but reasonably acceptable to Aclara, any suit or action brought against Aclara Parties based upon such Claims. Further, provided that Aclara promptly notifies Purchaser in writing of any alleged violations described below, Purchaser shall also indemnify Aclara Parties for any and all loss or liability for fines, fees or penalties for violations of any statutes, regulations, rules, ordinances, codes or standards applicable to the Work arising from or relating to acts or omissions of Purchaser Parties.

5) Purchaser shall require any contractor and subcontractor (other than Aclara) working on the Aclara STAR System to name Aclara as an additional insured.

Purchaser's obligations under this Section 14. A. 3) and 4) shall be reduced to the extent of the negligence, gross negligence or willful misconduct of Aclara Parties.

A. Intellectual Property Indemnity. Aclara shall defend, indemnify, save and hold harmless Purchaser from and against any claims, losses, damages, fees, costs and expenses incurred by Purchaser arising out of or in connection with a third party's claim of infringement or alleged infringement of any United States patent, copyright, trademark, trade or business secret, service mark or any other proprietary right based solely on the use or design of any Equipment furnished or the Aclara Licensed Software licensed hereunder and used by Purchaser strictly in accordance with the terms of this Master Agreement provided that:

1) in the case of Aclara Licensed Software, it is the latest released version of the Aclara Licensed Software;

2) Purchaser promptly, and in any event, within ten (10) days of becoming aware of the claim, notifies Aclara in writing of such claims;

3) Purchaser fully cooperates with Aclara in assisting in the defense or settlement of such claims; and

4) Aclara has the sole right to conduct the defense of such claim or to settle such claim.

B. In addition, in the event any such Equipment furnished or Aclara Licensed Software licensed hereunder are held in such suit to be infringing or misappropriating or their use by Purchaser is enjoined or limited in any manner, or Aclara believes that such holding or enjoining is likely, Aclara shall at its expense:

1) procure for Purchaser the right to continue use of such Equipment or Aclara Licensed Software, or

2) replace or modify the same with an equivalent non-infringing product with functionality substantially similar to the product it is replacing. Notwithstanding the foregoing, Aclara shall not be liable for any claim based on the combination or use of the Equipment or Aclara Licensed Software with any other equipment or software not supplied or authorized by Aclara, or any claim based on Purchaser's possession or use of any altered version of the Equipment or Aclara Licensed Software unless such alteration has been performed or expressly authorized by Aclara.

15. Confidentiality.

A. The Parties understand they may exchange information which they deem to be confidential. Purchaser agrees that confidential information provided as a result of this Master Agreement, the Software License Agreement, Maintenance Agreement, and all related information (collectively, the "Information") constitute confidential and proprietary information of Aclara and as such, such information is deemed to be Company Private and confidential. Purchaser agrees as a condition of this agreement to keep the Information confidential and not to disclose any of the Information in any manner whatsoever except that the Information may be disclosed to those of its officers, employees and agents who have a business need to know the information for the sole purpose of operating of the Aclara Technology System. Purchaser agrees to ensure that all persons who have access to the information are informed of the confidential nature of the Information and directly to comply with the terms of this provision. Purchaser's obligations with respect to confidentiality of the Information will survive the termination of this Agreement.

B. Notwithstanding the foregoing, Purchaser may disclose confidential information if such information is required to be disclosed pursuant to a legal, regulatory or judicial order or requirement, provided the Purchaser shall promptly give Aclara notice of such order or requirement so that Aclara may seek reversal, rescission or modification of such order or requirement. If Aclara is successful in having such order or requirement reversed, rescinded or modified prior to the Purchaser's required compliance, no disclosure shall be made if the order or requirement is reversed or rescinded and, if such order or requirement is modified, disclosure shall be made only in accordance with such modified order or requirement. Any confidential information disclosed by the Purchaser pursuant to this paragraph shall, as between Aclara and Purchaser, remain subject to the duties and obligations with respect to confidential information set forth in this Agreement.

C. Aclara acknowledges that Purchaser is subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "Act"). Purchaser agrees to promptly notify Aclara of any request made under the Act, such that Aclara may seek protection of its Information which may be exempt from disclosure under the Act.

16. Publicity. Neither Party shall, without the express written consent of the other Party, disclose any information or make any news release, advertisement, or public communication regarding this Master Agreement. Notwithstanding the foregoing, nothing in this Master Agreement shall prevent either Party from making such public disclosures as it, in its sole judgment, may deem appropriate

to satisfy such Party's (or such Party's Parent's) disclosure obligations under any applicable law or requirement of any stock exchange.

17. Insurance. In the event that Aclara's obligations hereunder require or contemplate performance of Services by Aclara's employees, or persons under contract to Aclara, to be done on Purchaser's property, or property of Purchaser's customers, Aclara shall maintain:

    A. General liability insurance on a one million dollar ($1,000,000), per occurrence basis; and

    B. Statutory workers compensation insurance.

    Purchaser shall be named an additional insured or loss payee as its interest may appear on the policy referred to in a), above.

18. Termination for Convenience. Purchaser reserves the right, at any time, to terminate this Master Agreement, or any portion of the Work, for its sole convenience. Any such termination shall be effected by delivery of a written notice of termination to Aclara specifying the extent to which the Master Agreement and related Work have been terminated and the date upon which the termination shall be effective. The date of the effective date of termination shall be no earlier than 30 days from the receipt of the notice of termination by Aclara. Upon receipt of such notice, Aclara, shall in good faith and using all Commercially Reasonable Efforts, stop all work hereunder, and shall promptly take steps to cancel existing orders, contracts and subcontracts relating to the Work.

    A. In the event of such termination, Aclara shall be entitled to receive:

        1) the contract price due Aclara for the Work performed, the equipment delivered, the Software licensed and the Services performed;

        2) the contract price for Equipment manufactured but not delivered prior to the effective date of termination if Purchaser desires to purchase such Equipment;

        3) all costs reasonably incurred by Aclara prior to the effective date of termination including, but not limited to, labor, materials and overhead not covered under 1) or 2), above;

        4) the reasonable cost of termination reasonably incurred by Aclara in accordance with Purchaser's termination notice which costs shall include the reasonable cost incurred by Aclara in preparing any termination settlement proposal; and

        5) Fifteen percent (15%) of the amounts payable under 3) and 4), above.

B. No costs incurred after the effective date of the notice of termination shall be treated as a reimbursable cost unless it relates to performing the portion of the work not terminated, or taking measures reasonably required to comply with Purchaser's notice of termination in a prudent and business-like manner.

19. Termination for Cause

A. Purchaser may terminate this Master Agreement upon delivery to Aclara of a written notice of termination. Such notice of termination shall be given to Aclara at least ten (10) days prior to the effective date of such termination. Such notice of termination may be given for any one of the following reasons:

1) If Aclara shall become insolvent, commit any act of bankruptcy, make a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors; or

2) if a receiver, trustee or liquidator of any property or income of Aclara is appointed; or

3) if Aclara

a. defaults in any material manner in the performance of Aclara's obligations under any of the terms, provisions, conditions or covenants contained in this Master Agreement and

b. further fails within thirty (30) days (or within such longer period as may be otherwise mutually agreed) after written notice thereof from Purchaser to take reasonable steps to remedy such default;

B. Purchaser shall be permitted to pursue any and all rights and remedies available hereunder or at law or in equity without terminating this Master Agreement for cause. In the event of termination for cause by Purchaser, Aclara shall be paid only the portion of the compensation related to Work performed prior to the effective date of termination. Aclara shall also be subject to any claim Purchaser may have against Aclara under other provisions of this Master Agreement, or as a matter of law.

C. Aclara may also terminate this Master Agreement upon delivery to Purchaser of a written notice of termination. Such notice of termination shall be given to Purchaser at least ten (10) days prior to the effective date of such termination. Such notice of termination may be given for any one of the following reasons:

1) If Purchaser shall become insolvent, commit any act of bankruptcy, make a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors; or

2) if a receiver, trustee or liquidator of any property or income of Purchaser is appointed; or

3) if Purchaser:

   a. defaults in any material manner in the performance of Purchaser's obligations under any of the terms, provisions, conditions or covenants contained in this Master Agreement and

   b. further fails within thirty (30) days (or within such longer period as may be otherwise mutually agreed) after written notice thereof from Aclara to take reasonable steps to remedy such default.

D. Purchaser shall also be subject to any claim Aclara may have against Purchaser under other provisions of this Master Agreement, or as a matter of law.

20. Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, provided however, that Aclara may assign this Agreement to an Affiliate, or to an entity acquiring all or substantially all of the assets of Aclara if the acquiring entity is an Affiliate, or, by operation of law, to an entity into which Aclara is merged if the surviving entity is an Affiliate, in each such case without prior approval of the other Party. In any such event, Aclara shall provide the other Party with prompt written notice of such assignment. As used herein, "Affiliate" means a company which either owns or controls Aclara or which Aclara owns or controls directly or indirectly, or is under common control directly or indirectly with Aclara through a common parent company.

21. Representations

A. Aclara represents and warrants the following:

1) Aclara has the authority to execute, deliver and perform its obligations under this Master Agreement;

2) The execution of this Master Agreement by the individual listed on the signature page and the delivery and performance of this Master Agreement by Aclara have been duly authorized by Aclara;

3) Aclara is an entity duly organized, validly existing and in good standing under the laws of the State of Missouri;

4) With respect to Equipment sold hereunder, such Equipment will be free from any liens and encumbrances and when Delivered will be owned by Purchaser; and

5) With respect to the Licensed Software, Aclara has the right to grant to Purchaser the rights intended to be granted under this Master Agreement and Exhibit D, Software License Agreement.

B. Purchaser represents and warrants the following:

1) Purchaser has the authority to execute, deliver and perform its obligations under this Master Agreement;

2) The execution of this Master Agreement by the individual listed on the signature page and the delivery and performance of this Master Agreement by Purchaser have been duly authorized by Purchaser;

a. Purchaser is an entity duly organized, validly existing and in good standing under the laws of the State of Texas; and

b. Purchaser has obtained all required regulatory approvals to enter into and to perform its obligations under this Master Agreement.

22. Limitation of Liability and Damages. The Parties have agreed to limit Aclara's total aggregate liability and exclude the recovery of certain types of damages by both parties. Notwithstanding anything contained herein to the contrary, the total aggregate liability of Aclara to the Purchaser for any and all liability arising out of or in connection with this Master Agreement, including the Software License Agreement shall be limited to the aggregate sum of payments made by Purchaser to Aclara under this Master Agreement. **IN NO CASE SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES OR FOR THE LOSS OF BENEFIT, PROFIT, REVENUE, OR DATA, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** This provision shall survive the termination or expiration of this Master Agreement and the Software License Agreement.

23. Notices. Any notices required or permitted hereunder shall be in writing and shall be deemed to be given sent by United States registered or certified mail, postage prepaid, to the respective Parties at the addresses shown below. Notices so given shall be deemed received three business days from the date of deposit in the U. S. Mails.

A. If to Aclara:
Contract Administration
Aclara Technologies LLC
945 Hornet Drive
St. Louis, MO 63042

With a copy to:
General Counsel
ESCO Technologies Inc.
9900A Clayton Road
St. Louis, MO 63124-1186

B. If to Purchaser:
City of Corpus Christi
Attn: Ron Dubuque, IT Director
2726 Holly Road
Corpus Christi, TX 78415

24. Compliance with Laws. Aclara shall comply with all applicable federal, state and local laws, and ordinances ("Laws") in the performance of its duties under this Master Agreement. Specifically:

A. Nondiscrimination and Employment Practices. In connection with the performance of this contract, Aclara agrees to become informed of and comply with all laws and/or regulations that are applicable to employment of Aclara personnel performing under this Agreement. Aclara further agrees that it will not discriminate on the basis of race, religion, color, sex, national origin, age or handicap and that it will become informed of and comply with all laws and/or regulations pertaining thereto.

B. EEO and Small Business Compliance Clauses. During the performance of this Agreement, if applicable, Aclara agrees as follows: Aclara will comply with all applicable provisions of and, if required, furnish all information and reports required by Section 503 of the Rehabilitation act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212), as amended, the Americans with Disabilities Act (ADA) including the ADA Amendments Act , the Federal Executive Order No. 11246, as amended, the regulations at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, " and of the rules, regulations, and relevant orders of the Secretary of Labor. Such acts, amendments, rules, regulations and orders are incorporated herein by reference.

25. Dispute Resolution. Both Parties agree to attempt to settle any dispute arising out of this Master Agreement through good faith consultations and negotiations. If those attempts fail, the parties may pursue any other available legal remedies.

26. Waiver. No waiver of any term of this Agreement by either party shall be deemed to be a further or continuing waiver of any other term of this Agreement.

27. Governing Law. This Agreement shall be governed by the laws of the State of New York, U.S.A.

28. Severability. In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable, in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

29. Independent Contractor. Aclara agrees to perform and provide the Work in connection with this Master Agreement as an independent contractor and not as a subcontractor, agent or employee or Purchaser, its parent, subsidiaries, or affiliates.

30. Entire Agreement. This Master Agreement including Exhibits A, B, C, D and G constitute the entire agreement between the Parties with respect to the subject matter hereof. There are no oral agreements or representations or additional written materials that revise or supplement the terms of the Master Agreement. No modification, amendment, revisions or supplements to this Master Agreement shall be enforceable unless in writing, signed by both Purchaser and Aclara.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement as of the date last signed below.

Aclara Technologies LLC

By: Terry M Messmer by DM

Name: Terry M. Messmer

Title: Sr. VP, Finance & IT

Date: 7/18/13

City of Corpus Christi

By: [signature]

Name: [signature]

Title: Asst. Dir. of Financial Services

Date: 10/22/13

ACLARA
Aclara Technologies of ESCO

EXHIBIT A
STATEMENT OF WORK

Project Name: STAR Technology System Upgrade ("Project") - Corpus Christi, TX

This Statement of Work ("SOW") and the terms and conditions of the Agreement describe the Services to be provided to Purchaser in support of the Project as authorized by Purchaser by signing this Statement of Work.

Scope of Work

ACLARA will upgrade the STAR Technology System, including hardware on the Purchaser approved and supplied assets and software on the ACLARA provided hardware, to support various use of the components and applications defined in Attachment 1, section 1.1. More detailed requirements will be developed during the requirements task of the project, but will remain consistent with Attachment 1, unless mutually agreed by Purchaser and ACLARA.

This Statement of Work addresses the Implementation Services required of the Project. It is mutually understood that business requirements, resources and dates may change subject to the applicable terms of this Statement of Work and that any such material change requested by Purchaser or as a result of Purchaser inability to provide agreed upon resources and perform its other responsibilities set forth herein or the result of Purchaser errors or omissions may result in a Change Order in accordance with the Change Order Procedure as defined in Attachment 3.

It is understood by ACLARA and the Purchaser that any material changes to scope, will be addressed through a formal change order process. Material changes are those which specifically will impact budget, scope, timeline and/or resources.

1. Project Approach

The ACLARA Professional Services Team will perform work for Purchaser for the duration of the Project. The ACLARA Professional Services Team assigned to this Project will implement the ACLARA tasks described in this document. The ACLARA Professional Services Team will work at designated U.S. Purchaser facilities and from remote locations.

The scope of the services engagement for this statement of work is set forth in the attached Attachment 1, hereto. Attachment 1 also includes certain Responsibilities and Assumptions that are the responsibility of Purchaser. In addition to the tasks specified in Attachment 1 hereto, Purchaser agrees to provide appropriate Project resources, including but not limited to data, information, and appropriate and cooperative personnel, to facilitate the performance of the Services. Purchaser shall designate a Project Manager to work with the ACLARA Professional Services Team to facilitate the provision of the Services. Once the contract is signed, ACLARA and Purchaser will assign resources to the project. The ACLARA Professional Services Team will work on the Project, and provide support as specified by the scope of work.

2. Assumptions and Responsibilities

Project Assumptions and Responsibilities are set forth in Attachment 1. Should Purchaser fail to fulfill those that are applicable to Purchaser, the estimated level of effort, timeline and scope may be subject to change.

3. Scope Estimates

ACLARA will support the Project by providing an ACLARA Professional Services Team to complete the scope of work defined in Attachment 1, ACLARA's estimate of the level of effort is based on the following:

- Information provided by Purchaser to ACLARA
- ACLARA's understanding of the project scope, based on Purchaser information

Should the information provided by Purchaser be inaccurate or should ACLARA gain additional information during the Project, the estimated level of effort, timeline and scope may be subject to change.

Professional Services rates that apply to Change Orders are set forth in Attachment 2.

4. Changes

Any change to this Statement of Work shall be subject to mutual written agreement of the parties and shall be made in accordance with Attachment 3 hereto, Change Order, which is hereby incorporated by reference. ACLARA shall not commence work on any such change unless and until the change has been agreed to in writing by both parties.

IN WITNESS WHEREOF, the parties have so agreed as of the date written above.

Accepted By:

ACLARA Technologies LLC (ACLARA)

By: Terry Messmer by DnB
Print name: Terry M. Messmer
Title: Sr. VP Finance & IT
Date: 7/18/13

Accepted by:

City of Corpus Christi (Purchaser)

By: for
Print name: Michael Barrera
Title: Assistant Director of Financial Services
Date: 10/24/13

Attachment 1 = Project Definition
Attachment 2 = Rate Schedule
Attachment 3 = Change Order Procedure

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Attachment 1
to
Statement of Work

Project Definition

1.0 STAR Technology Project Scope

Included in the purchase of a STAR System Upgrade are the Professional Services efforts required to analyze the location of DCU sites, complete the installation of DCUs and support System Acceptance. The purpose of this document is to outline the tasks and deliverables of the ACLARA Professional Services team, and provide the customer an overview of the responsibilities and time commitment that will be required of their staff. To ensure the quality and predictability the upgrade, ACLARA will follow the standard methodology outlined in Section 2 to implement the scope defined in Section 1.

1.1 Project Scope

The items listed below are those that are included in the Project Scope. This statement of work assumes all scope will be implemented during the project timeframe defined in the Project Plan. If Purchaser chooses to delay implementation of some of the tasks, there may be an additional charge.

STAR Technology for Water
DCU Installation
Installation labor and hardware for 15 new Data Collection Units and upgrading 61 existing Data Collection Units
MTU Programmer
Configuration of handheld units purchased by Corpus

1.2 Interface Scope

This Statement of Work does not provide scope for any interface changes.

1.3 Out of Scope Areas

In the event Purchaser requires Services on any of the Out of Scope areas, ACLARA could provide such Services as Additional Services through a separate Statement of Work or change order.

2.0 Project Approach

The ACLARA delivery approach can be described within the below project phases. Each phase is described with an objective, team responsibilities and deliverables.

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Project Kick-Off Phase

Objective: This phase includes project planning with the Purchaser's project manager, team introductions and timeline review and review of the Purchaser's goals and objectives. ACLARA will jointly confirm the project scope, define the project team organization and develop the communication plan.

Entry criteria for this phase are defined as the signature of the contract, the assignment of an ACLARA Project Manager and setting an agreed upon Project Kickoff start date. This phase would be complete once the project teams have been defined, the kickoff meeting has occurred and the project plan has been reviewed.

Deliverables:

1. Communication Plan – Includes project contact list, escalation plan and project meeting logistics
2. Project Plan - Lists the different phases and tasks, important milestones, approximate duration for each task, resource requirements and projected start/end dates.

Requirements and Design Phase

Objective: The implementation process begins with the confirmation of planned DCU locations. All product hardware and requirements will be finalized and product orders submitted.

DCU Network

If required, propagation studies will be completed in order to finalize the installation plan for all DCU's. If DCU locations change from existing sites, the Purchaser will be responsible for securing Site Agreements.

Deliverables:

1. Propagation Study – Final recommendation for placement of DCU's based upon site surveys and network analysis.

Configuration and Network Deploy

Objective: The Configuration and Network Deploy project phase may overlap part of the Requirements and Design phase beginning with installation of the DCU's. The goal of this project phase is to complete all tasks needed to prepare for System Acceptance Testing.

DCU Network

The DCU network will be installed, configured and validated. It is the Purchasers responsibility to dispose of the existing DCU's.

Hand Held

Hand Held configuration will be completed.

Deliverables:

1. Installation of Data Collection Units – Physical installation as well as back haul connectivity.

2. Configuration of Handheld Units – Configuration of Handheld software on new devices
3. Test Plan – Lists test cases to be executed during System Acceptance Testing along with testing logistics.

Testing

Objective: The testing phase will validate the functionality of the system.

Once training DCU's are installed, the Purchaser will begin System Acceptance Testing. It is the responsibility of the Purchaser to install all MTU's per the ACLARA installation specifications and to correct any MTU installations not installed per the ACLARA Installation specifications. Once a minimum of 500 MTU's are installed, and ACLARA has met all Acceptance Testing preconditions described in the ACLARA Master Agreement, System Acceptance Testing can begin.

ACLARA will assist the Purchaser with System Acceptance Testing. ACLARA will create a test plan, which will include the test cases to be conducted during System Acceptance Testing. ACLARA will support the Purchaser as they execute the System Acceptance Test cases. The Purchaser will provide a signed Acceptance Certificate following completion of testing signifying acceptance of the product. The signed Acceptance Certificate acknowledges that ACLARA products function as expected and concludes System Acceptance Testing.

Entry criteria for this phase are defined as successful installation of the DCU's and the handheld devices. This phase would be completed once all Test Cases have been completed, Severity 1 and Severity 2 issues have been resolved, or a work-around identified, and the Acceptance certificate is signed. ACLARA may defer implementation of the changes for severity level 3 and 4 issues to a later product release cycle. Severity levels have been defined below and apply to issue prioritization throughout the engagement.

Severity Level	Description
1	Requires immediate attention –Service is lost or degraded for all users preventing operation of business
2	Requires priority attention - Service is lost or degraded for single or small number of users, affecting significant business functionality
3	Requires attention – Users are able to continue business operations, but a problem or issue has been identified that affects operation of business
4	There is a problem or issue that does not affect operation of business

Deliverables:

1. Signed Certificate of Acceptance - ACLARA will deliver the Certificate of Acceptance to the Purchaser after the completion of System Acceptance Testing. The certificate will be signed by the Purchaser to signify the completion of System Acceptance Testing.

Cutover & Transition

Objective: Once Acceptance Testing is complete, the ACLARA Maintenance team will provide support to the Purchaser on production issues following System Acceptance. The ACLARA professional services team will transition any remaining open issues to the ACLARA maintenance and Account Management teams.

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2.1 Project Timelines

The schedules below present a high level overview of the Purchaser STAR Technology implementation schedule for the project. ACLARA will provide the Purchaser an actual start date once the signature of this SOW is received.

ID	Task Name	% Complete	Duration	Start	Finish	Predecessors
1	Corpus DCU STAR Upgrade	2%	71 days	Mon 3/18/13	Mon 6/24/13	
2	Project Kickoff & Planning	0%	4 days	Mon 4/15/13	Thu 4/18/13	
3	Signed SOW	0%	1 day	Mon 4/15/13	Mon 4/15/13	
4	Conduct Kickoff	0%	3 days	Tue 4/16/13	Thu 4/18/13	3
5	DCU Planning & Propagation	0%	10 days	Mon 4/1/13	Fri 4/12/13	
6	Update Propogation	0%	5 days	Mon 4/1/13	Fri 4/5/13	
7	Review Propogation with Customer	0%	1 day	Mon 4/8/13	Mon 4/8/13	6
8	Finalize DCU Locations	0%	4 days	Tue 4/9/13	Fri 4/12/13	7
9	Order Product	3%	55 days	Mon 3/18/13	Fri 5/31/13	
10	DCU's	23%	13 days	Mon 3/18/13	Wed 4/3/13	
14	MTU's	0%	16 days	Fri 4/19/13	Fri 5/10/13	
19	Handheld	0%	49 days	Tue 3/26/13	Fri 5/31/13	
24	DCU Deployment	0%	24 days	Mon 4/1/13	Thu 5/2/13	
25	Secure Field Resources	0%	1 day	Mon 4/1/13	Mon 4/1/13	
26	Develop DCU Install Plan	0%	3 days	Tue 4/2/13	Thu 4/4/13	25
27	Review Install Plan with Customer	0%	1 day	Fri 4/5/13	Fri 4/5/13	26
28	Provide Shipping Details	0%	1 day	Thu 4/4/13	Thu 4/4/13	13
29	Product Shipped to Customer	0%	3 days	Fri 4/5/13	Tue 4/9/13	28
30	Product Received by Customer	0%	1 day	Wed 4/10/13	Wed 4/10/13	29
31	Install DCU's	0%	15 days	Thu 4/11/13	Wed 5/1/13	30,27
32	Add DCU's to regular monitoring schedule	0%	1 day	Thu 5/2/13	Thu 5/2/13	31
33	MTU Install for SAT	0%	15 days	Mon 5/13/13	Fri 5/31/13	
34	Install 500 MTU's for SAT	0%	15 days	Mon 5/13/13	Fri 5/31/13	29,32,18
35	Product Acceptance & Transition	0%	38 days	Thu 5/2/13	Mon 6/24/13	
36	Review Terms of Product Acceptance	0%	0.5 days	Thu 5/2/13	Thu 5/2/13	31
37	Conduct SAT	0%	10 days	Mon 6/3/13	Fri 6/14/13	32,34
38	Review SAT results	0%	2 days	Mon 6/17/13	Tue 6/18/13	37
39	Sign Acceptance Certificate	0%	1 day	Wed 6/19/13	Wed 6/19/13	38
40	Setup Transition to Support Plan	0%	2 days	Thu 6/20/13	Fri 6/21/13	39
41	Transition Customer to Support	0%	1 day	Mon 6/24/13	Mon 6/24/13	40

2.2 Project Organization

Purchaser agrees to provide appropriate Project resources including but not limited to, data, information, remote access, workspace and appropriate and cooperative personnel, all as necessary to facilitate ACLARA's performance of the Services. On-site workspace will be needed during travel to Purchaser for up to 3 ACLARA resources. Data and system access should be provided for up to 2 resources.

Purchaser will allocate the following described personnel to the Project appropriate knowledge of the indicated area and the skills to perform the Purchaser tasks, and any additional personnel that may be necessary for Purchaser to perform its obligations under the implementation work plan.

- Project Manager
- Field Resources to support site surveys, installations and troubleshooting
- System Acceptance Testing Resources
- 'To-be' system administrators
- Escalation Resources

2.2.1 Project Governance

The Project will have sponsorship from Purchaser's senior management, who will be available on a timely and regular basis to monitor the Project progress and to act as a decision maker for policy decisions

3.0 Project Deliverables

The tables contained in this Section list the key Deliverables of the Project.

3.1 Acceptance Procedure

The acceptance procedure for all Deliverables outlined in this SOW will be as follows:

- ACLARA will work with Purchaser personnel to gather input and complete Deliverables.
- When complete, final Deliverables will be given to Purchaser. Purchaser should review and sign off by Purchaser utilizing a mutually agreed Acceptance Form.
- The Acceptance Form should be physically signed (or electronically signed) indicating approval or disapproval within five (5) business days of receiving the deliverable.
- If a Deliverable is neither approved nor rejected within five (5) business days, ACLARA will escalate the issue in accordance with the escalation procedure. Any delay beyond the 5 day period for an acceptance or rejection may result in a project delay and additional charges
- If Purchaser is not able to approve a Deliverable, Purchaser will provide ACLARA with a description of why the Deliverable cannot be approved. If required, the parties will meet to discuss the deficiency of the Deliverable in detail.
- ACLARA will inform Purchaser if delays are to be incurred due to the Deliverable Acceptance forms not being signed and returned in a timely manner.

3.2 Accountability

The following shows the key that is used to identify accountability for each deliverable:

[R] Responsibility

Indicates that the designated Party has responsibility and accountability for the applicable Deliverable or milestone.

[A] Approve

Indicates that the designated Party is responsible for reviewing and approving the content of the applicable Deliverable or milestone.

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The tables below describe the responsibilities and obligations of each Party with respect to each Deliverable listed in this Section.

Phase/Deliverable	Accountability	
Project Kick Off	**ACLARA**	**Purchaser**
Communication Plan	R	A
Project Plan	R	R
Requirements & Design		
Propagation Analysis	R	A
Configuration and Network Deploy		
Installation of Data Collection Units	R	
Configuration of Handheld Units	R	
Test Plan	R	A
Testing & Training		
System Acceptance Certificate	R	A

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Attachment 2

to

Statement of Work

Rates

The following categories have been defined for the ACLARA Professional Services Team in the event of a change order:

Professional Services Staff	Hourly Rate	Off-hours hourly rate	On-call hourly rate
Sr. Technical Advisor	250	375	120
Product Manager	200	300	120
Project Manager	195	290	120
Systems Engineer	165	240	120
Systems Analyst	165	240	120
DBA	185	270	120

Expenses: as incurred per visit **Mileage: then current IRS mileage rate**

A. Services will be charged at the applicable Rates as follows:

1) Standard Hourly Rates will apply to all service hours expended that do not exceed eight (8) consecutive hours during ACLARA's normal business hours of 6:30 a.m. - 6:00 p.m. Central Time, Monday through Friday, excluding ACLARA Holidays.

2) Off-Hours Hourly Rates will apply to all service-hours expended beyond eight (8) consecutive hours during ACLARA's normal business hours of 6:30 a.m. – 6:00 p.m. Central Time, Monday through Friday excluding ACLARA Holidays.

3) On-Call service is a pre-arranged service by which Purchaser places a request to have an ACLARA staff member accessible for a specified time period. During the period for which an ACLARA staff member is accessible, On-Call Rates will be charged. If an ACLARA staff member must actually perform services during the On-Call period, the services will be billed at the appropriate Hourly Rate or Off-Hours Hourly Rate, instead of the On-Call rate. This service will be provided remotely via a telecommunications link.

B. If ACLARA is requested to travel to the Customer's site to provide Services, the costs and expenses associated with such travel will be borne by Customer and invoiced as set forth below.

C. ACLARA reserves the right to change the above rates upon 30 days' notice. Changed rates shall not apply retroactively.

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Attachment 3
to
Statement of Work

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A SAMPLE CHANGE ORDER FORM FOLLOWS

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Change Order Procedure

Any change to a Statement of Work must be agreed upon in writing by both parties. The following procedure (whether requested by Purchaser or ACLARA) will be used to control all changes. All Requests for Change ("RFC") to the applicable Statement of Work must be made in writing and shall be submitted by the appropriate Project Manager. Each request should contain the following information:

- The requested change;
- The impact, if any, on the existing work product;
- Estimated impact, if any, on project schedule; and
- Estimated change, if any, in Services fees.

The Project Manager shall review and accept or reject the RFC. If rejected, the RFC shall be returned to the submitting party with written reasons for rejection and, as appropriate, any alternatives.

All approved RFC's will be incorporated into the Change Order to this Statement of Work. ACLARA will not perform any Services outside of the Statement of Work until the RFC has been signed by both parties.

1. Describe the requested change: _____
2. Define the impact, if any, on existing work product: _____
3. Define additional work product required as a result of the requested change, if any: _____
4. Define the impact, if any, to the existing Project schedule. Provide an updated Project schedule, if appropriate. _____
5. Provide an updated work product and payment schedule, if appropriate. _____

Accepted By:
ACLARA Technologies LLC (ACLARA)

By: SAMPLE
Print name: SAMPLE
Title: SAMPLE
Date: SAMPLE

Accepted By:
City of Corpus Christi (Purchaser)

By: SAMPLE
Print name: SAMPLE
Title: SAMPLE
Date: SAMPLE

ACLARA

EXHIBIT B, LIST OF DELIVERABLES AND PRICING

STAR® Fixed Network AMR System - City of Corpus Christi TX **Date: 6/21/2013**

Item	Product Description	Qty	Unit	Unit Price	Extended Price
A. DCU Conversion to 2-Way					
1	P/N 101-9975J-T, J-Board	81	ea	$ 186.15	$ 15,078.15
2	P/N 056-9975, 2-Way Antenna Mast	61	ea	$ 38.75	$ 2,363.75
3	P/N 070-9975F, Multi-Strand Cable	61	ea	$ 51.75	$ 3,156.75
4	P/N 015-0052, Ligntening Arrestor	61	ea	$ 60.30	$ 3,678.30
5	P/N 070-2570-25, 25' RF Antenna Cable	61	ea	$ 71.43	$ 4,357.23
6	P/N 109-9975D, Antenna Base	61	ea	$ 52.80	$ 3,220.80
7	P/N 073-0010, RF Antenna	61	ea	$ 67.35	$ 4,108.35
8	Credit for G Boards	20	ea	$ (98.20)	$ (1,964.00)
				Subtotal	***$ 33,999.33***
B. DCU Installations					
9	Full Installation of DCU's	6	ea	$ 1,000.00	$ 6,000.00
10	Upgrade of DCU II's to 2-Way	61	ea	$ 750.00	$ 45,750.00
11	Change out of G-Board	20	ea	$ 150.00	$ 3,000.00
12	Bucket Truck Rental per week	2	weeks	$ 1,500.00	$ 3,000.00
13	Discount on DCU Installations	1	ea	$ (19,958.00)	$ (19,958.00)
				Subtotal	***$ 37,792.00***
				GRAND TOTAL	**$ 71,791.33**

EXHIBIT C
ACLARA® SOFTWARE LICENSE AGREEMENT

This Software License Agreement is entered into as of the date last signed below (the "Effective Date") by and between:

Aclara Technologies LLC, an Ohio Limited Liability Company
945 Hornet Drive
Hazelwood, MO 63042
(Referred to herein as "Aclara")

And City of Corpus Christi, a Texas Corporation
2726 Holly Road
Corpus Christi, Texas 78415
(Referred to herein as "Licensee")

Individually, Aclara® and Licensee may be referred to as "Party" and collectively as "Parties".

Whereas, the Parties have entered into a Master Agreement of even date under which Aclara has agreed to sell and Licensee has agreed to purchase certain equipment and services; and

Whereas, Licensee desires to obtain from Aclara, and Aclara desires to provide certain computer software and associated maintenance services as more fully described below:

NOW THEREFORE, in consideration of the mutual covenants contained herein and in the Master Agreement, and intending to be legally bound, the Parties agree as follows:

1. Definitions. The following words and phrases shall have the following meanings for the purposes of this Software License Agreement:

   A. "Software License Agreement" means this document and the following Attachments all of which are attached hereto and made a part hereof, and any amendments, modifications or supplements thereto or attachments incorporated therein:

      1) Attachment A is a listing of Aclara Licensed Software, Third Party Licensed Software, Licensing Parameters, Third Party Software Not Licensed, and License Fees.

   B. "Aclara Licensed Software" means the software described on Attachment A as "Aclara Software".

   C. "Delivery" shall mean the remote installation of the Software on the Licensee-provided Designated Equipment, or, if applicable, upon the

Delivery of the Designated Equipment provided by Aclara on which the Software is installed.

D. "Designated Equipment" means the computer equipment of Licensee in which Aclara loads the Licensed Software or the Licensee's back-up computer equipment and such additional equipment as Licensee may from time to time designate in writing, which such back-up equipment and such additional equipment shall meet Aclara's applicable specifications.

E. "Documentation" means basic, descriptive, training and instructive materials pertinent to the Licensed Software.

F. "Licensed Software" means the Aclara Licensed Software and the Third Party Licensed Software.

G. "Licensing Parameters" means Central Processing Units (CPUs), Processors (including Sockets and/or Cores), Seats, Interfaces and End Points connected to the system (Meters, LCTs, CSTs, DSIs, etc.) and Utilities as set forth on Attachment A.

H. "Master Agreement" means the agreement between the Parties of even date to which a copy of this Software License Agreement is attached as an Exhibit.

I. "Multi-Utility" means a license under the Licensing Parameters of which the Licensee is allowed to read meters for another electric utility.

J. "Object Code" means the instructions or statements comprising the Licensed Software expressed in machine-readable language, being the machine level representations that actually cause the computer to execute instructions and operations.

K. "Peripheral Programs" mean computer programs which do not include any logic or code of the Licensed Software and which use the output of the Licensed Software as input to another computer program.

L. "Software Release" for the purpose of this Agreement, Software Release means a release of licensed or available Software that includes Software Updates or Software Upgrades. Software Releases may also be developed to address updates of Third-party Software and Hardware products.

M. "Software Update" for the purpose of this Agreement, Software Update means a modification or addition that, when made or added to the Software or Third Party Licensed Software, establishes material conformity of the Software or the Third Party Licensed Software to its

respective specification, i.e. bug fixes and/or enhancement to existing function.

N. "Software Upgrade" for the purpose of this Agreement, means a modification or addition to Licensed Software that is beyond the scope of the definition of Software Updates; and that may be offered to Customer for licensed use and maintenance. If Customer requests Aclara to add a Software Upgrade of the Software licensed under this Agreement such Software Upgrade shall be incorporated by written Amendment.

O. "Source Code" means a set of instructions expressed in human readable language from which the Object Code is derived.

P. "Third Party Licensed Software" means the software described on the Attachment A as "Third Party Software—Included in this Software License Agreement."

Q. "ACLARA Technology System" means the system comprised of: 1) the equipment purchased by Licensee from Aclara under the Master Agreement, and 2) the Licensed Software licensed to Licensee hereunder.

2. Grants of License.

A. Subject to the terms and conditions set forth herein, Aclara hereby grants to Licensee, and Licensee accepts, a fully paid, non-exclusive, non-transferable, perpetual (subject to termination as set forth herein), Object Code license to use the Licensed Software on the Designated Equipment solely in connection with use by Licensee of Licensee's Aclara Technology System. Third Party Licensed Software is sublicensed by Aclara to Licensee pursuant to sublicensing agreements with the respective third parties identified on Attachment A.

B. Subject to the terms and conditions set forth herein, Aclara hereby grants to Licensee, and Licensee accepts, a fully paid, non-exclusive, non-transferable, perpetual (subject to termination as set forth herein), license to use the Documentation solely in connection with its use of the Licensed Software.

3. License Fee. Upon Delivery of the Licensed Software, Aclara shall issue an invoice for the License Fee set forth on Attachment A. Such invoice shall be due and payable, without discount, within 30 days. The Licensee Fee is exclusive of all taxes imposed by any governmental agency based on Licensee's use or possession of the Licensed Software, including, but not limited to, state or local sales, use and personal property taxes, all of which shall be Licensee's sole responsibility.

4. Restrictions on Use. Licensee's use of the Licensed Software and Documentation is restricted and limited as follows:

   A. Licensing Parameters. Licensee use of the Licensed Software is restricted to the Licensing Parameters. Use of the Licensed Software outside the Licensing Parameters is subject to the express written consent of Aclara and the payment of all required additional License Fees.

   B. Aclara Technology System.

      1) Unless Licensee has a Multi-Utility license, Licensee's use of the Licensed Software and Documentation is restricted to Licensee's internal use solely in connection with Licensee's use of Licensee's Aclara Technology System. Licensee may not rent the Licensed Software or use the Licensed Software on a time share basis. This restriction is specifically applicable to any service or service bureau arrangement to which Licensee is, or may be, a party. Licensee shall not directly or indirectly, make the Licensed Software available to others.

      2) If Licensee has a Multi-Utility license as stated in Attachment A to this Agreement, Licensee's use of the Licensed Software and Documentation is restricted to (i) Licensee's internal use solely in connection with Licensee's use of Licensee's Aclara Technology System and to (ii) Licensee's use in providing services to its customer/utilities. The customer/utilities to which the Licensee may provide services is limited to those that are identified in Attachment C, Licensee's List of Utility Customers. It is the obligation of Licensee to update such list no less frequently than annually. Licensee may not rent the Licensed Software or use the Licensed Software on a time share basis.

   C. Alteration. Licensee's use of the Licensed Software is limited in that Licensee is prohibited from altering, attempting to reverse engineer, attempting to decompile, or creating or attempting to create a derivative work from the Licensed Software.

   D. Copies.

      1) Licensee's use of the Licensed Software is limited in that it may not copy the Licensed Software except for:
         a. use in the Designated Equipment;
         b. back-up purposes; and
         c. archival purposes.

      2) All such copies shall include any copyright notices appearing in the Licensed Software.

3) Licensee shall have the right to copy and to modify the Software Documentation to coordinate the Documentation with Licensee's own internal training and working procedures. Aclara shall have no liability or obligation to Licensee with respect to any such modified Documentation and any additional costs incurred by Aclara in the integration of maintenance changes caused by such modifications shall be reimbursed to Aclara by Licensee.

E. Compliance with Laws. Licensee's use of the Licensed Software is limited in that it must use the Licensed Software and the Documentation in accordance with all applicable laws and regulations of the United States and the States, Country and localities in which the Licensed Software and Documentation is used.

F. Use on Designated Equipment. Licensee's use of the Licensed Software is restricted to use on the Designated Equipment. Should Licensee desire to transfer the operation of the Licensed Software to a computer other than the Designated Equipment, Licensee shall notify Aclara upon such transfer. Such computer must meet the specifications of the Designated Equipment. Upon such notification, such computer shall become the Designated Equipment. Under no circumstances may the Licensed Software be used for production purposes on other than the Designated Equipment.

G. Temporary Use. Without notice to Aclara, Licensee may temporarily transfer the operation of the Licensed Software to a backup computer if the Designated Equipment is inoperative due to malfunction, or during the performance of preventive maintenance, engineering changes or changes in features or model until the Designated Equipment is restored to operative status and processing of the data already entered into the back up computer is completed.

5. Ownership of Licensed Software and Documentation. Aclara is the owner of the Aclara Licensed Software and Documentation. The Third Party Licensed Software is owned by the third parties named on Attachment A. Upon the cessation of use of the Licensed Software by Licensee or upon the termination of this Software License Agreement as herein provided, Licensee shall promptly return to Aclara all copies of the Licensed Software and Documentation or destroy same and provide to Aclara a certificate of destruction in form and content satisfactory to Aclara and executed by an officer of Licensee.

6. Warranty. Aclara's warranties with respect to the Licensed Software are as set forth in the Master Agreement. **ACLARA MAKES NO WARRANTIES WITH RESPECT TO THE LICENSED SOFTWARE OTHER THAN THE WARRANTIES SET FORTH IN THE MASTER AGREEMENT.**

7. Term and Termination.

   A. The term of this Software License Agreement shall commence upon the installation of the Licensed Software in the Designated Equipment. Unless this Software License Agreement is terminated sooner as provided herein, this Software License Agreement shall remain in effect so long as Licensee continues to own and operate the Aclara Technology System and shall automatically and immediately terminate when that ceases to be the case for any reason. Aclara may terminate this Software License Agreement:

      1) for any material breach or default by Licensee upon notice in writing to Licensee, specifying the breach or default by Licensee, and Licensee's failure to cure such breach or default within 30 days from the date of its receipt of such notice;

      2) upon Licensee's ceasing to do business;

      3) upon the dissolution of Licensee;

      4) upon the filing of any petition for declaration of bankruptcy or insolvency by or against Licensee which is not withdrawn or dismissed within 30 days; or

      5) upon the appointment of a receiver for Licensee.

   B. Licensee may terminate this Software License Agreement without cause at any time upon 30 days' notice in writing to Aclara.

8. Peripheral Programs. In order to make efficient use of the data generated by the Licensed Software, Licensee shall have the right to develop one or more Peripheral Programs. Aclara shall have no rights to or obligations with respect to Peripheral Programs.

9. Third Party Beneficiaries. With respect to the owners or licensors of Third Party Licensed Software, such owners or licensors are third party beneficiaries of this Software License Agreement.

10. Confidentiality. Licensee agrees that the Licensed Software, the Documentation and all related information (collectively, the "Information") constitutes confidential and proprietary information of Aclara and as such, such information is deemed to be Company Private and Confidential. Licensee agrees as a condition of this license agreement to keep the Information confidential and not to disclose any of the Information in any manner whatsoever except that the Information may be disclosed to those of its officers, employees and agents who have a business need to know the Information for the sole purpose of operation of the Aclara Technology System. Licensee agrees to ensure that all persons who have access to the Information are informed of the confidential nature of the Information and directed to comply with the terms of this provision. Licensee's

obligations with respect to non-disclosure of the Information will survive the termination of this Agreement.

Aclara acknowledges that the Licensee is subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "Act"). Licensee agrees to promptly notify Aclara of any request made under the Act, such that Aclara may seek protection of its Information which may be exempt from disclosure under the Act.

11. Indemnity. The respective indemnity obligations of the parties, including Aclara's indemnity obligations relating to Intellectual Property are as set forth in the Master Agreement. It is the Parties' expressed intention that such provision shall be applicable to this Software License Agreement notwithstanding the termination or expiration of the Master Agreement.

12. Limitation of Liability and Damages. The Parties have agreed to limit Aclara's total aggregate liability and exclude the recovery by both parties of certain types of damages. It is the Parties' expressed intention that such provision shall be applicable to this Software License Agreement notwithstanding the termination or expiration of the Master Agreement.

13. Uniform Computer Information Transactions Act. The Uniform Computer Information Transactions Act (the "Act"), including any law that incorporates substantially all of the provisions of the Act, however titled, shall not apply to this Software License Agreement.

14. Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, provided however, that Aclara may assign this Agreement to an Affiliate, or to an entity acquiring all or substantially all of the assets of Aclara if the acquiring entity is an Affiliate, or, by operation of law, to an entity into which Aclara is merged if the surviving entity is an Affiliate, in each such case without prior approval of the other Party. In any such event, Aclara shall provide the other Party with prompt written notice of such assignment. As used herein, "Affiliate" means a company which either owns or controls Aclara or which Aclara owns or controls directly or indirectly, or is under common control directly or indirectly with Aclara through a common parent company.

15. Notices. Any Notices required or permitted to be given under this Software License Agreement shall be given to the persons and in the manner provided in the Master Agreement.

16. Injunctive Relief. Licensee agrees that notwithstanding anything contained herein to the contrary, in the event of a breach by Licensee of the terms of this Software License Agreement, or if Aclara has reasonable reason to believe that such a breach is imminent, Aclara shall have the unequivocal right to seek and

obtain timely injunctive relief against Licensee in order to protect Aclara's rights in and to the Licensed Software.

17. Governing Law. This Software License Agreement shall be governed by the laws of the State of Missouri, USA.

18. Survival. Expiration or Termination of the Master Agreement by either Party shall not affect the rights and obligations of the Parties of this Software License Agreement with respect to licensing and use of Software. This Agreement shall apply until the termination of this agreement by either Party in accordance with Section 7 herein.

IN WITNESS WHEREOF, the Parties have executed this Software License Agreement as of the date last signed below.

Aclara Technologies LLC

By: Terry Messmer by Dmb

Name: Terry M. Messmer

Title: Sr. VP, Finance & IT

Date: 7/18/13

City of Corpus Christi

By:

Name: Asst. Dir. of Financial Services

Title: Michael Barrera

Date: 10/24/13

EXHIBIT D
MAINTENANCE AGREEMENT

This Agreement is made and entered into as of the January 1, 2014 (the "Effective Date") by and between:

Aclara Technologies LLC, an Ohio Limited Liability Company
945 Hornet Drive
Hazelwood, Missouri 63042
(Referred to herein as "Aclara")

And City of Corpus Christi, a Texas Corporation
2726 Holly Road
Corpus Christi, Texas 78415
(Referred to herein as "Customer")

Individually, Aclara® and Customer may be referred to as "Party" and collectively as "Parties".

Whereas, Customer and Aclara are parties to a STAR Network Services Agreement, effective January 1, 2010 under which Aclara provides maintenance and support services to Customer; and

Whereas, Aclara has recently changed the manner in which it provides maintenance services to its customers; and

Whereas, for the provision of such maintenance services, the Parties desire for this Maintenance Agreement ("Agreement") to replace the aforementioned STAR Network Services Agreement as of the Effective Date of this Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound, the Parties agree as follows:

1. Definitions. For the purposes of this Agreement, the following definitions shall apply:

   A. "Aclara Holidays" means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve.

   B. "Aclara Technology System" (or "System") means the system comprised of, in part 1) the Hardware purchased from Aclara by Customer, and 2) the Software licensed by Aclara to Customer under the terms of the Software License Agreement.

   C. "Additional Services" means services offered by Aclara for improvements

and/or enhancements to the Customer's System that are not covered by this Agreement, but may be offered and provided at the rates set forth on Schedule B hereto.

D. "Classroom Training" means training offered by Aclara at its facility.

E. "Customer Portal" means an electronic gateway to a secure entry point via Aclara's website at www.Aclara.com that allows Aclara customers to log in to an area where they can view and download information or request assistance regarding Issues with the System.

F. "On-Site Maintenance Services" means Aclara providing Maintenance Services at the Customer's facility at the then current rates stated in Schedule B, Time and Material Rates, attached hereto.

G. "Custom Enhancement" means any improvement, modification or addition that, when made or added to the Software or Third Party Licensed Software, changes its utility, efficiency, functional capability or application. Custom Enhancements are not included as part of this Agreement.

H. "Customer Site Training" means Aclara providing its training at the Customer's facility at the then current terms and pricing published on the Aclara Customer Portal. The training may be customized to meet the Customer's needs.

I. "Delivery" means, in the case of Software provided hereunder (and as applicable), (i) the remote installation of the Software by Aclara on the Customer-provided Designated Equipment; or (ii) delivery of the Designated Equipment provided by Aclara on which the Software is installed; or (iii) the loading of the software to an FTP site for Customer's availability to download. "Delivery" means, in the case of Services provided hereunder, the periodic performance of such Services as described herein.

J. "Error" means any failure of Software to conform in all material respects to the requirements of this Agreement or Aclara's published specifications. Any nonconformity resulting from Customer's misuse, improper use, alteration or damage of the Software, the combination of the Software with any hardware or software not supplied by or authorized by Aclara, or any other condition beyond the control of Aclara, shall not be considered an Error.

K. "Error Correction" means either a modification or addition that, when made or added to the Software, brings the Software into material conformity with the published specifications, or a procedure or routine that, when observed in the regular operation of the Software, avoids the practical adverse effect of such nonconformity

L. "E-Learning" means on-line training offered by Aclara via the Internet.

M. "Hardware" means the equipment supplied by Aclara which may include the Substation Communication Equipment (SCE), Remote Communications Equipment (RCE), Test Equipment, Meter Transmission Unit (MTU), Data Collection Unit (DCU) and MTU programmer.

N. "Issue" means a problem with the System identified by the Customer, which requires a response by Aclara to resolve.

O. "Maintenance Services" means activities to investigate, resolve Issues and correct product bugs arising from the use of the Software in a manner consistent with the published specifications and functional requirements defined during implementation.

P. "Patch" means a version of the Software that provides an Error Correction to address an urgent need that is outside the schedule of regularly released Software Revisions or Software Versions.

Q. "Renewal Period" means each of one or more consecutive twelve (12) month periods following the Initial twelve (12) month Term of this Agreement.

R. "Severity Level" means a designation of the effect of an Issue on the Customer's use of the System. The Severity of an Issue is initially defined by the Customer and confirmed by Aclara. Until the Issue has been resolved, the Severity Level may be raised or lowered based on Aclara analysis of impact to business. The four Severity Levels are:

Severity Level	Description
1	Requires immediate attention– Critical production functionality is not available or a large number of users cannot access the system. Causes a major business impact where service is lost or degraded and no workaround is available, therefore preventing operation of the business.
2	Requires priority attention - Some important production functionality is not available, or a small number of users cannot access the system. Causes significant business impact where service is lost or degraded and no workaround is available, however the business can continue to operate in a limited fashion.
3	Requires attention –There is a problem or inconvenience. Causes a business impact where there is minimal loss of service and a workaround is available such that the system can continue to operate fully and users are able to continue business operations.
4	There is a problem or issue with no loss of service and no business impact.

S. "Software" means the software and firmware provided by Aclara, and listed in the Software License Agreement. All Software, Software Revisions and Software Versions provided by Aclara shall be subject to the terms and conditions of the Software License Agreement entered into by and between Aclara and Customer, including any amendments thereto.

T. "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. Software Versions are not provided or included as part of this Agreement.

U. "Software Revision" means an update to the released version of the Software code which consists of minor enhancements to existing features and code corrections. Software Revisions are provided and included as a part of this Agreement.

V. "Supplemental Services" means the services set forth on Schedule C hereto, and offered at the prices set forth on Schedule C hereto.

W. "Target Response" refers to the period of time between a Customer's initial contact with Aclara to report an issue (by phone, email or through the Customer Portal, thereby creating a ticket which has been assigned a number for tracking purposes) and Aclara's initial contact back to Customer to begin investigation of the reported Issue.

X. "Third Party Licensed Software" shall have the meaning as it is defined in the Software License Agreement.

Y. "Training Services" means all training provided by Aclara to the Customer, including but not limited to Classroom Training, E-Learning Training and Customer-Site Training.

2. Term of Agreement. Subject to the termination provisions set forth below, this Agreement shall become effective as of the Effective Date. Maintenance Services shall begin upon Delivery of the Licensed Software; and shall continue in full force and effect for an initial term of one (1) year ("Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive Renewal Periods, unless sooner terminated by either Aclara or Customer as provided for in this Agreement.

3. Scope

A. Software Maintenance. The Software maintained under this Agreement shall be the Software set forth in the Software License Agreement. Any additional Software for which a license is obtained by the Customer from

Aclara shall be automatically incorporated into this Agreement and the pricing for Maintenance Services adjusted accordingly.

B. Hardware Maintenance. The hardware maintained under this Agreement shall include those items identified in Section 1.M. above, which have been purchased by Customer from Aclara.

C. Levels of Maintenance Services. Two (2) Levels of Maintenance are available to Customer under this Agreement. Each level is identified and described in Schedule A, Levels of Maintenance Services attached hereto and made a part hereof. Customer may, at its option, change the Level of Maintenance for any subsequent Renewal Period, provided Customer gives Aclara written notice of the requested change no less than thirty (30) days prior to the end of the Initial Term or then current Renewal Period.

D. Maintenance Services Provided. Aclara shall provide Maintenance Services at the level selected by the Customer as designated in Schedule D, Level of Maintenance Services Selected. The following are included as part of this Agreement:

1) Aclara Software Revisions and Patches. Aclara shall provide Software Revisions and Patches to the Customer as they become available. In support of such Software Revisions and Patches, Aclara shall provide updated user technical documentation reflecting the Software Revisions and Patches as soon as reasonably practicable after the Software Revisions and Patches have been released. Updated user technical documentation that corrects Errors or other minor discrepancies will be provided to Customers when available.

2) Third Party Software Revisions. At the option of Aclara, periodic Software Revisions of the Third Party Licensed Software will be provided by Aclara without further charge provided the following conditions are met: (i) the Software Revision corrects a malfunction in the Third Party Software that affects the operation of the Software; and (ii) the Software Revision has, in the opinion of Aclara, corrected malfunctions identified in the Aclara Technology System and has not created any additional malfunctions; and (iii) the Software Revision is available to Aclara. Customer is responsible for obtaining and installing the Software Revision if the Third Party Software was not licensed to Customer by or through Aclara. Software Revisions to Third Party Licensed Software provided by Aclara are specifically limited to the Third Party Software identified and set forth in the Software License Agreement. Any associated Hardware or Hardware modifications required to support revisions of Third Party Software are not included under the terms of this Agreement.

E. Response to Issues. Aclara will provide verbal or written responses to Issues identified by the Customer in an expeditious manner. Such responses shall be provided in accordance with the Target Response Times as defined in Schedule A, Level of Maintenance Services.

F. Service Limitations. The Maintenance Services defined in this Agreement are applicable only to the Aclara Technology System, excluding third party equipment, and Third Party Software identified in the Software License Agreement. The following limitations apply to Maintenance Services under this Agreement.

1) New Software Versions are not included as a part of this Maintenance Agreement. Such Software Versions will be offered to Customer for additional fees and costs.

2) Services requested by Customer for assistance with installation or implementation of Software Revisions and Patches are not included in this Maintenance Agreement, but are offered to the Customer on a time and materials basis at the rates stated in Schedule B hereto.

3) System administration, database maintenance and recovery, server malfunctions, database backup processes, management and training services, repair of Hardware under warranty or master station computer equipment repair are not included as part of this Agreement.

4) Maintenance services shall be limited to the latest Software Revision, and the two previous Software Revisions provided to the Customer and currently maintained by Aclara in accordance with Section 4.E below. All code changes, Enhancements or fixes will be incorporated into the latest Software Revision or a future Software Revision. Aclara has no obligation to make code changes, Enhancements or fixes to previous Software Revisions.

5) Maintenance Services do not include costs incurred by Aclara while investigating problems that are the result of Customer's negligence, misuse, or unauthorized application, alteration, or modification of the Software, Hardware, or interfaces to the equipment configuration, which shall be invoiced to Customer on a time-and-material basis at Aclara's then current published rates. The current rates are set forth on Schedule B hereto.

6) Services offered outside of Maintenance Services as noted in Schedule C, Supplemental Services attached hereto are not included in this Agreement. Such additional services are available and may be provided upon Customer's request at the fixed price

established on Schedule C, and if no fixed price is established, in accordance with the terms and rates provided in Schedule B hereto.

7) During Renewal Periods, certain follow-up training is provided as outlined in Schedule A, Levels of Maintenance Services. Additional training is available and may be purchased. Please contact Aclara Customer Support at 1-800-892-9008 for training requirements and fees.

8) Aclara shall consider and evaluate the development of Custom Enhancements for the specific use of Customer and shall respond to Customer's requests for Custom Enhancements or other additional services pertaining to the Software. Such Custom Enhancements or additional services shall be subject to a separate charge in accordance with Aclara's then in effect rates. The current rates are listed on Schedule B hereto.

9) Maintenance Services do not include any problem arising from the use of components manufactured or authorized by anyone other than Aclara as an interface or peripheral to the Software.

10) Maintenance Services do not include any problem resulting from the combination of the Software with such other programming or equipment unless such combination has been approved by Aclara.

11) Maintenance Services do not include any problem caused by changes to other software (including releases and patches), interfaces or systems connected to the Software including but not limited to changes of operating systems database servers, web servers, and communications software.

12) Maintenance Services do not include changes in workflow, practices, procedures, or processes that differ from the Software approved specifications.

13) Customer specific testing and reimplementation of Custom Enhancements are not part of this Maintenance Agreement

Customer will be responsible to pay Aclara for time or other resources provided by Aclara to diagnose or attempt to correct any of the items set forth above in this Section 3.F., at Aclara's then current time and material rates. If Aclara incurs expense in servicing claims which are later shown to result from any of the above activities, Customer shall pay Aclara the costs associated with the performance of such service. Aclara's time and material rates are attached hereto as Schedule B. Aclara, in its sole discretion, may

change these rates from time to time with thirty (30) days advance notice to Customer.

4. Customer Responsibilities

A. Backups. Customer shall maintain a current backup copy of all Software and databases. Customer shall perform regular daily backups of its data, and weekly backups of its entire system maintained under this Agreement.

B. Notification of Issues

During the hours between 6:30 a.m. and 6:00 p.m. Central Time on Monday through Friday, excluding Aclara Holidays:

1) Customer shall provide Aclara with timely notification of any new System issues by one of three methods:

a. By entering the problem on the Aclara Customer Portal (See Note 1 below);

b. Contacting Aclara Customer Support at **1-800-892-9008**; or

c. Emailing the problem to **support@aclara.com**

Note 1: Customer's utilization of the Aclara Customer Portal is the preferred method for Issue notifications.

2) Premier Level. Selection of the Premier level of services provides technical support for Severity 1 and 2 issues, 24 hours per day; seven (7) days per week; 365 days per year. All Severity 1 and 2 notifications submitted between the hours of 6:00 p.m. and 6:30 a.m. Central Time (Monday through Friday, Weekends and Aclara Holidays) must be submitted through the Aclara Customer Portal. If Customer cannot readily access the Aclara Customer Portal, Customer may contact Aclara at the "800" number listed above. Premier Level Customers will receive priority treatment over Base Level Customer when resources are allocated to competing, same-priority issues.

3) Base Level. Selection of the Base level of services ensures tickets will be processed on the next business day within the normal business hours (6:00 p.m. and 6:30 a.m. Central Time) noted on Schedule A, Levels of Maintenance Service. If an emergency arises, Aclara does offer support for Issues arising during other than normal business hours at the Time and Material Rates set forth in Schedule B hereto.

C. Technical Staff. Customer shall be responsible for maintaining sufficient suitably trained technical staff to operate and maintain the System on a day-to-day basis, including backing up the Software and report handling. Aclara training for designated contacts shall be made available to Customer.

D. Support for Problem Investigation. Customer shall support all reasonable requests by Aclara as may be required in problem investigation and resolution. For troubleshooting purposes, Aclara may need remote system access to Customer's system.

E. Maintain Current Software Revision. Customer shall install new revisions of defined Software in the production environment within six (6) months of receipt of the Software Revision. Customer shall maintain the required version of the Third Party Licensed Software, if applicable, specified by Aclara for each released Software Revision provided. Aclara Error Corrections will be provided on Aclara's latest release of the Software Revision.

F. Additional Requirements. Customer is responsible for procuring, installing and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to operate the Software and obtain Maintenance Services from Aclara.

G. Designation of Point of Contact. Customer shall assign an individual or individuals to serve as the designated contact(s) for all communication with Aclara during Issue investigation and resolution.

H. Discovery of Errors. Upon discovery of an Error, Customer agrees, if requested by Aclara, to submit to Aclara a listing of output and any other data that Aclara may require in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered.

I. Test Environment. Customer should maintain a test copy of the Program and a separate test data base (other than Customer's production database) and shall test all new Software Revisions, Patches, Custom Enhancements, hotfixes and Error Corrections before integrating them into system productions.

J. Technical Infrastructure Management. Customer shall manage hardware, software, network, storage, database, and peripheral devices for optimal operating performance and availability as required by end users.

K. Proactive Monitoring. Customer shall regularly monitor the hardware, software and infrastructure that support the Software application. Customer shall define system (OS/Oracle) level event logging, notification and escalation procedures, and detect and react to events. Customer shall

regularly monitor event logs, server logs, and other debug information generated by the application to proactively identify problems.

L. Acceptance. On or before thirty (30) business days after Aclara's release of a new Custom Enhancement, hotfix or Error Correction that Aclara issues in response to an Error Report, Customer shall test and notify Aclara if there are any problems that need further resolution, or if Customer accepts the solution, Customer shall send such notification to Aclara's e-mail support address. If Aclara receives neither a request for further assistance nor an acceptance of the solution, the solution will be deemed accepted by Customer, and Aclara will have no further obligation to maintain the Software in its earlier form or version. Problems arising from the aforementioned items requiring further resolution will be included as part of this Agreement.

M. Routine System Management. Customer shall monitor the system logs and database and perform routine system and database management to ensure proper system operation.

5. Payment and Charges

A. Basis of Support Service Fee. Pricing for Maintenance Services is calculated based on the cumulative Software License Fee paid by the Customer. The cumulative Fee is identified in the Aclara Software License Agreement as amended during the term of this Agreement. Pricing for each Support Level during the Initial Term is detailed in Schedule D, Level of Maintenance Services Selected hereto.

B. Billing Rate. The charge for the Service Level selected by the Customer and defined herein shall be at the annual Fee as identified in Schedule D, Level of Maintenance Services Selected hereof during the Initial Term of this Agreement. The annual Fee shall not be subject to adjustment during the Initial Term. Thereafter, during any subsequent Renewal Period, upon receipt of a 30 day notice, the Fee shall be subject to adjustment [not to exceed five percent (5%)] at the commencement of each Renewal Period.

C. Currency and Taxes. Prices and charges stated herein are in U.S. dollars and are exclusive of Import Duties, Tariffs, Provincial, Federal, State, Municipal or other Government Excise, Sales, Use or like Taxes, all of which shall be Customer's responsibility.

D. Suspension of Services due to Unpaid Invoices. In the event that any of the Charges remain unpaid for more than thirty (30) days after becoming due for payment, Aclara shall be entitled to withdraw the Maintenance Services.

E. Billing Frequency. Charges for the services provided under this Agreement shall be invoiced annually in advance. Payment of all such invoices shall be due and payable within thirty (30) days of the date of invoice.

F. Partial Services. Aclara reserves the right to invoice the Customer for any partial month services which may result from the Effective Date or date of termination of this Agreement, at a prorated charge.

G. Reinstatement Fee. In the event that Customer terminates or elects not to renew this Agreement and subsequently wishes to reinstate it, in addition to paying Aclara's then current fees and charges, Customer shall also pay Aclara, a reinstatement charge. The reinstatement charge shall include a lump sum equal to the total fees and charges which would have been paid for the period of lapse had the lapse not occurred: provided, however that if the lapse period is three (3) years or longer, Aclara shall have the option at its sole discretion to refuse to reinstate said Agreement

6. Termination

A. This Agreement may be terminated by either party at any time by not less than thirty (30) days prior written notice.

B. Aclara shall have the right to terminate this Agreement at any time in the event of Customer's bankruptcy, insolvency, or any continuing non-payment for services in excess of thirty (30) days.

C. If either party shall at any time commit any breach of any covenant or agreement herein contained, and shall fail to remedy any such breach within thirty (30) days after the other party provides written notice specifying in reasonable detail such breach, the other party may, at its option, terminate this Agreement by prior notice in writing to such effect.

D. Aclara shall have the right to terminate or refuse Maintenance Services if, in Aclara's opinion, conditions at the equipment location represents a hazard to the safety or health of Aclara's personnel.

7. Warranties

A. With respect to Services to be performed by Aclara under this Agreement, Aclara warrants that it will use reasonable care and skill in the provision of the Services. The Services shall be performed in a professional, competent and timely manner by Aclara Personnel appropriately qualified and trained to perform such Services. In the event of a breach of the foregoing warranty relating to Services occurs within twelve months from the date of the providing of such Services, Aclara shall, at its sole cost and expense, re-perform such Services. Re-performance of such Services

shall be Aclara's sole liability and Customer's sole remedy for a breach of warranty.

B. Except as expressly set out herein, all conditions and warranties, express or implied, statutory or otherwise (including but not limited to any concerning merchantability or fitness for a particular purpose) are hereby excluded to the extent permitted by law.

8. Limitation of Liability and Damages. The Parties have agreed to limit Aclara's total aggregate liability and exclude the recovery of certain types of damages. Notwithstanding anything contained herein to the contrary, the total aggregate liability of Aclara to the Customer for any and all liability arising out of or in connection with the performance of this Maintenance Agreement shall be limited to the then current annual Maintenance Services Fee paid by Customer to Aclara under this Agreement. IN NO CASE SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, OR FOR THE LOSS OF BENEFIT, PROFIT, REVENUE OR DATA, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBLITY OF SUCH DAMAGES. This provision shall survive termination of this Agreement.

9. Excusable Delays. Neither Party shall be liable to the other for failure or delay in performance of a required obligation if such failure or delay is caused by delays in shipment, delivery or taking receipt of any items sold hereunder, or loss or damage thereto, acts of God, acts of the other Party, acts of civil, regulatory or military authority, U.S. Governmental restrictions or embargoes, war, terrorism, riot, fires, strikes, flood, epidemics, quarantine, restrictions, default or delay by supplier, breakdown in manufacturing facilities, machinery or equipment, delays in transportation or difficulties in obtaining necessary materials, labor or manufacturing facilities due to such causes, or any other cause beyond a Party's reasonable control. In the event of such occurrence, performance shall be suspended to the extent made necessary by such forces, and the time for performance shall be extended by a period equal to the time of delay. Upon the occurrence of such an event the Party whose performance is adversely affected shall promptly notify the other Party of the nature and extent of the occurrence and the anticipated period of delay in performance. Any Party so adversely affected shall use all Commercially Reasonable Efforts to minimize the extent of the delay in performance. No event of Force Majeure shall apply to any obligation by either Party to pay money.

10. Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, provided however, that Aclara may assign this Agreement to an Affiliate, or to an entity acquiring all or substantially all of the assets of Aclara if the acquiring entity is an Affiliate, or, by operation of law, to an entity into which Aclara is merged if the surviving entity is an Affiliate, in each such case without prior approval of the other Party. In any such event, Aclara shall provide the other Party with prompt written notice of such assignment. As used herein, "Affiliate" means a company which either

owns or controls Aclara or which Aclara owns or controls directly or indirectly, or is under common control directly or indirectly with Aclara through a common parent company.

11. Waiver. No waiver of any term of this Agreement by either party shall be deemed to be a further or continuing waiver of any other term of this Agreement.

12. Governing Law. This Agreement shall be governed by the laws of the State of New York , U.S.A.

13. Severability. In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable, in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14. Notices. Any notices required or permitted hereunder shall be in writing and shall be deemed to be given sent by United States registered or certified mail, postage prepaid, to the respective Parties at the addresses shown below. Notices so given shall be deemed received three business days from the date of deposit in the U.S. mails.

If to Aclara:
Aclara Technologies LLC
Attn: Contracts Administration
945 Hornet Drive
Hazelwood, MO 63042

With a copy to:
ESCO Technologies Inc.
Attn: General Counsel
9900A Clayton Road
St. Louis, MO 63124-1186

If to Customer:
City of Corpus Christi
Attn: Ron Dubuque, IT Director
2726 Holly Road
Corpus Christi, TX 78415

15. Confidentiality. The Parties understand that they may exchange information which they deem to be confidential. Customer agrees that the Licensed Software, Maintenance, the Documentation and all related information (collectively, the "Information") constitutes confidential and proprietary information of Aclara and as such, such information is deemed to be Company Private and Confidential. Texas Government Code Chapter 552, Customer agrees as a condition of this agreement to keep the Information confidential and not to

disclose any of the Information in any manner whatsoever except that the Information may be disclosed to those of its officers, employees and agents who have a business need to know the Information for the sole purpose of operation of the Aclara Technology System. Customer agrees to ensure that all persons who have access to the Information are informed of the confidential nature of the Information and directed to comply with the terms of this provision Customer's obligations with respect to non-disclosure of the Information will survive the termination of this Agreement.

Aclara acknowledges that the Customer is subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "Act"). Customer agrees to promptly notify Aclara of any request made under the Act, such that Aclara may seek protection of its Information which may be exempt from disclosure under the Act.

16. Entire Agreement. This Agreement, including Schedules A, B, C and D hereof, contains the entire agreement between the parties hereto relating to the subject matter hereof and may not be changed or modified in any manner, orally or otherwise, except by a written amendment signed by a duly authorized officer of each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused the agreement to be executed as of the Effective Date above.

Aclara Technologies LLC

By: Terry Messmer by dmg

Name: Terry M. Messmer

Title: Sr. VP, Finance and IT

Date: 7/18/13

City of Corpus Christi

By:

Name:

Title: Asst. Dir. of Financial Services

Date: 10/22/13

SCHEDULE A
LEVELS OF MAINTENANCE SERVICES

	Base	*Premier*
Technical Support: *Technical Support is available during the hours of 6:30am- 6:00pm Monday-Friday US Central Time, excluding Aclara Holidays and weekends, toll-free at 800-892-9008.*	X	
24x7 Technical Support: *Technical Support is available between the business hours of 6:30am to 6pm US Central Time by accessing the Aclara Customer Portal (or Toll-free at 800-892-9008, if access to the Customer Portal is not readily available to Customer). On-call technical support is available after 6pm and before 6:30am Central Time 24-hours a day/7 days a week/365 days a year, including Aclara Holidays and weekends. Such after hours support is provided for Severity 1 and 2 issues only. Non Severity 1 or 2 items will be addressed during the standard business hours of 6:30am-6:00pm US Central Time.*		X
Target Response Time – Severity 1: *Requires immediate attention– Critical production functionality is not available or a large number of users cannot access the system. Causes a major business impact where service is lost or degraded and no workaround is available, therefore preventing operation of the business.*	**<4 hours**	**<2 hours**
Target Response Time – Severity 2: *Requires priority attention - Some important production functionality is not available, or a small number of users cannot access the system. Causes significant business impact where service is lost or degraded and no workaround is available, however the business can continue to operate in a limited fashion.*	**<1 day**	**<4 hours**
Target Response Time – Severity 3: *Requires attention –There is a problem or inconvenience. Causes a business impact where there is minimal loss of service and a workaround is available such that the system can continue to operate fully and users are able to continue business operations.*	**<2 days**	**<6 hours**
Target Response Time – Severity 4: *There is a problem or issue with no loss of service and no business impact.*	**<3 business days**	**<1 business day**
Access to Aclara Customer Portal (www.aclara.com): *Customer will receive individual user names/passwords to the Aclara Customer Portal, as well as have access to Issue Management Reports for each case generated by Customer.*	X	X
Follow-up Aclara Classroom Training. *Training is available at Aclara's facilities as listed on the Aclara Customer Portal. The maximum number of Customer's employees attending any Classroom Training session is three (3).*	**Aclara List Price**	**No Maximum Number of Classes**
Aclara Web based E-Learning classes. *Certain E-Learning classes are available as listed on the Aclara Customer Portal to an unlimited number of Customer employees per course at the prices listed on the Aclara Customer Portal.*	**Aclara List Price**	**No Cost**

SCHEDULE B
TIME AND MATERIAL RATES

Additional Services may be provided at the Customer's request in accordance with the following Time and Material Rates (hereinafter referred to as "Rates"[1]).

Rates:

1. The following Rate categories have been defined for Aclara technical staff:

Aclara Technical Staff	Standard Hourly Rate	Off-Hours Hourly Rate	On-Call Hourly Rate
Sr. Technical Advisor	$250	$375	$120
Product Manager	$200	$300	$120
Project/Account Manager	$195	$290	$120
Deployment Manager	$195	$290	$120
Sr. Engineer	$185	$270	$120
Sr. Business Analyst	$185	$270	$120
DBA	$185	$270	$120
Trainer	$185	$270	$120
Engineer/Support Engineer	$165	$240	$120
Business Analyst	$165	$240	$120
Equipment Service/Installation	$125	$200	N/A
Administrative Support	$125	N/A	N/A

2. Rate Adjustments.

   The above hourly rates are in U.S. Dollars and are subject to adjustment upon thirty (30) days' notice.

3. Service Charges.

   A. Services will be charged at the applicable Rates as follows:

      1) Standard Hourly Rates will apply to all service hours expended that do not exceed eight (8) consecutive hours during Aclara's normal business hours of 6:30 a.m. - 6:00 p.m. Central Time, Monday through Friday, excluding Aclara Holidays.

      2) Off-Hours Hourly Rates will apply to all service-hours expended beyond eight (8) consecutive hours during Aclara's normal business hours of 6:30 a.m. – 6:00 p.m. Central Time, Monday through Friday excluding Aclara Holidays.

[1]Rates exclude any applicable taxes and the like.

B. If Aclara is requested to travel to the Customer's site to provide Services, the costs and expenses associated with such travel will be borne by Customer and invoiced as set forth below.

1) Travel Expenses: Unless otherwise mutually agreed, Aclara's travel expenses for On-Site Services shall include, but are not limited to airfare, lodging, meals, automobile rental, fuel, parking and associated administration fees, and will be charged to Customer on an actual basis.

2) Portal to Portal Invoices: Travel time for On-Site Maintenance Services will be invoiced to Customer on a portal-to-portal basis at Aclara's On-Call Hourly Rates.

4. On-Call Maintenance Service

On-Call Maintenance Service is a pre-arranged service by which Customer places a request to have Aclara technical staff accessible remotely for a specified time period. During the period for which Aclara technical staff is accessible, On-Call Hourly Rates will be charged. If Aclara technical staff must actually perform services during such period, the services will be billed at the appropriate Standard Hourly Rate or Off-Hours Hourly Rate, instead of the On-Call Hourly Rate. This service will be provided remotely via a telecommunications link.

5. Pre-Purchased Support Hours

A. Pre-purchased software support hours are a block of hours intended to cover Software issues that are not covered under this Agreement, thereby allowing the Customer added flexibility to utilize Aclara's services without generating a Change Order. Should Customer request services which are not included in this Agreement and desire to utilize the pre-purchased hours, Aclara shall provide the Customer with an estimated number of hours required to resolve such request. The Customer may then advise Aclara either to stop working, sign and fund a Change Order, or use the pre-purchased support hours to resolve the request. Aclara reserves the right to decline the Customer's request, depending on the nature of the request.

B. Pre-purchased support hours may be purchased at any time during the term of this Agreement. Pre-purchased support hours expire upon termination of this Agreement or within one year after purchase (regardless of use), whichever occurs first.

C. Pre-purchased software support hours are offered in the following increments and volume discounts:

40 hours	Hourly Rates listed in Section 1 above.
80 hours	5% discount
120 hours	10% discount

SCHEDULE C
SUPPLEMENTAL SERVICES OFFERED

The following Supplemental Services are offered under the terms of this Maintenance Agreement:

1. **Reserved**

2. **STAR**

A. **STAR System Monitoring Service**

Tier 1 (Less than 1,000 endpoints)	$ 2,000.00
Tier 2 (1,001 to 10,000 endpoints)	$ 4,000.00
Tier 3 (10,001 to 25,000 endpoints)	$ 6,000.00
Tier 4 (25,001 to 50,000 endpoints)	$ 8,000.00
Tier 5 (50,001 to 100,000 endpoints)	$10,000.00
Tier 6 (Greater than100,000 endpoints)	Please contact Aclara for pricing

Aclara's STAR System Monitoring service is designed to monitor end to end data transfer from meter/MTU's to and from DCU's to the NCC, and provide health status of your AMI system to minimize system downtime. Aclara will deliver a weekly diagnostic report that will identify issues which could affect the successful operation of the STAR system. The major components of the system that will be analyzed include:

- Network Control Computer
- Data Collector Units
- Meter Transmitting Units
- Handheld programmers.

Aclara's proactive approach is to look for any condition out of the ordinary and will result in an immediate issue of a troubleshooting ticket and/or field work order based on the nature and severity of the condition. Example diagnostics include:

- Battery voltage loss
- Reading reception loss
- File processing errors

Customers will be notified about the issues found, the steps to be completed to solve the problem, and the escalation path. Aclara will provide:

- A snapshot of the STAR system's health
- Generation of incident tickets, investigation and if needed, scheduling of work orders
- Notification that the issue has been resolved and confirmation that the STAR system is operating within established normal parameters.

The STAR System Monitoring Service requires that Aclara have reliable remote connectivity to Customer's System.

B. **STAR® DCU Maintenance Service**

Tier 1 (Less than 15 DCUs)	$ 500.00 per DCU per year
Tier 2 (16 to 30 DCUs)	$ 450.00 per DCU per year
Tier 3 (31 to 50 DCUs)	$ 400.00 per DCU per year
Tier 4 (Greater than 50 DCUs)	Please contact Aclara for pricing

In addition to the above unit prices, Customer shall also be responsible for any associated rental equipment and delivery costs to access the DCU.

Aclara's STAR® DCU Maintenance service is designed to provide for the on-site repair of any DCU that fails under normal operation after expiration of the standard DCU Warranty. The Service covers all electronics, the Aclara provided WAN module and solar cell, but excludes the mounting frame and mounting hardware.

The Service does **not** include maintenance or repairs attributable to the unauthorized attempt by Customer or any unauthorized person other than an authorized Aclara representative to repair or maintain a DCU. Maintenance or repairs resulting from casualty, catastrophe, extreme weather conditions or natural disaster (including lightening damage), accident, vandalism, civil unrest, war, misuse, neglect or negligence of Customer, or causes external to the DCU such as, but not limited to, failed or faulty electrical power, communication failure resulting from cell or other WAN network service interruption or any causes other than ordinary use. Maintenance or repairs to attachments or to any other devices not originally a part of the DCU and added without the prior written approval of Aclara. Repairs resulting from unauthorized changes, modifications or alterations of or to the DCU are not covered under this Agreement.

Upon notification from Customer of DCU failure, Aclara will diagnose the DCU. If a failure occurs to a DCU covered under the Agreement, the unit will be repaired or replaced, at Aclara's option, at no additional cost to Customer. If the Customer has entered into a System Monitoring agreement with Aclara, Aclara will normally identify the problem as part of its System Monitoring and will take the necessary actions to correct the problem. The Customer is responsible for arranging access to DCU sites before Aclara can take action.

Customer's electing the STAR® DCU Maintenance Service must purchase the service for all DCUs purchased by Customer; STAR® DCU Maintenance Service may not be purchased on an individual, case-by-case basis.

SCHEDULE D
LEVEL OF MAINTENANCE SERVICES SELECTED

Customer: City of Corpus Christi

Address: 2726 Holly Road, Corpus Christi, TX 78415

1. **Billing frequency is annually in advance.**
   A. Selected Maintenance Level (check one) (Annual First Term Price shown)
      ☐ Base @ 20% $ 6,318.00
      ☐ Premier @ 30% $ 9,477.00
   B. Supplemental Services
      ☐ STAR System Monitoring Service $ 15,000.00
      ☐ STAR® DCU Maintenance Service $ Quote provided upon request

2. **Customer Designated Contact Information:**

Designated Contact Information Name _____ Title _____ Address _____ Address _____ Telephone _____ Fax _____ Cellular Phone _____ Email Address _____	Designated Contact Information Name _____ Title _____ Address _____ Address _____ Telephone _____ Fax _____ Cellular Phone _____ Email Address _____
Designated Contact Information Name _____ Title _____ Address _____ Address _____ Telephone _____ Fax _____ Cellular Phone _____ Email Address _____	Designated Contact Information Name _____ Title _____ Address _____ Address _____ Telephone _____ Fax _____ Cellular Phone _____ Email Address _____

EXHIBIT E

Aclara Equipment and Software Warranties

- STAR® MTU Warranty
- STAR® Utility DCU Warranty
- STAR® Utility NCC Warranty
- STAR® Utility MTU Programmer Warranty

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ACLARA
Aclara Technologies of ESCO

STAR® MTU Warranty

Basic Warranty

Aclara Technologies LLC warrants to the original PURCHASER of a STAR® Utility Meter Transmission Unit (MTU) that the MTU shall perform in accordance with the specifications in effect at the time of original product shipment and shall be free from defects in material and workmanship for a period of ten (10) years from the date of original product shipment (the "full warranty period").

Any STAR® Utility MTU manufactured by Aclara Technologies LLC that, within the full warranty period: (i) fails to perform in accordance with the specifications in effect at the time of original product shipment or (ii) fails as a result of a defect in material or workmanship, when returned to Aclara Technologies LLC, freight prepaid, will be repaired or replaced at the option of Aclara Technologies LLC without charge to the PURCHASER. A STAR® Utility MTU which has been repaired or replaced by Aclara Technologies LLC will be returned to the PURCHASER by Aclara Technologies LLC, freight prepaid. All costs associated with the removal and/or reinstallation of a defective STAR® Utility MTU shall be the responsibility of the PURCHASER. Aclara Technologies LLC warrants replacement MTUs for the longer of (i) the remaining term of the full warranty period applicable to the STAR® Utility MTU repaired or replaced or (ii) one year from the date the repaired STAR® Utility MTU or its replacement is returned to PURCHASER. Aclara Technologies LLC reserves the right to supply factory refurbished equipment, new equipment, or a newer model that provides equivalent or better performance.

Extended Warranty

Subject to the limitations set forth below, Aclara Technologies LLC, will replace any STAR® Utility MTU that, after expiration of the full warranty period but before the expiration of the twentieth (20th) full year after the date of original product shipment (the "extended warranty period"): (i) fails to perform in accordance with the specifications in effect at the time of original product shipment or (ii) fails as a result of a defect in material or workmanship. The cost of replacement will be prorated in accordance with the following table based on the number years of service before failure:

Years of Service	Replacement Cost Percentage
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20	100%

The cost of replacement will be calculated by multiplying the applicable replacement cost percentage by the STAR® Utility MTU price in effect at the time of replacement. The defective MTU must be returned to Aclara Technologies LLC by the PURCHASER, freight prepaid; Aclara Technologies LLC will pay the freight charges for the return of the replacement to the PURCHASER.

All costs associated with the removal and/or reinstallation of a defective STAR® Utility MTU shall be the responsibility of the PURCHASER. Aclara Technologies LLC warrants MTUs replaced pursuant to the Extended Warranty for ten (10) years (in accordance with the terms of the Basic

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Warranty) from the date the replacement is returned to the PURCHASER. Aclara Technologies LLC reserves the right to supply factory refurbished equipment, new equipment, or a newer model that provides equivalent or better performance.

The STAR® Utility MTU warranties do not cover repairs or replacements required as a result of: misuse, mishandling, improper storage, accident, modification, improper operation, installation errors, meter failures, theft, vandalism, repair by unauthorized personnel, or battery life for MTUs that are configured and operated for more than two (2) to four (4) transmissions per day.

Aclara Technologies LLC makes no warranty whatsoever with respect to the minimum communication distance or reliability of the radio propagation path of STAR® Utility MTUs.

Each MTU includes software which is proprietary to Aclara Technologies LLC and which is protected by United States Copyright Laws with which the PURCHASER must comply. PURCHASER has the right to utilize the software in the MTU with the MTU, but PURCHASER may not disassemble, decompile, or modify the software. The software is confidential and the property of Aclara Technologies LLC and shall not be disclosed to others.

THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE LIABILITY OF ACLARA TECHNOLOGIES LLC SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCT. IN NO EVENT SHALL ACLARA TECHNOLOGIES LLC BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, RESULTING FROM PRODUCT INSTALLATION, USE, REMOVAL OR REINSTALLATION. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND IN NO EVENT SHALL THE LIABILITY OF ACLARA TECHNOLOGIES LLC EXCEED THE PRICE OF THE PRODUCT ON WHICH SUCH LIABILITY IS BASED. THE LIMITATION OF REMEDIES SET FORTH HEREIN IS IN RECOGNITION OF THE DIFFICULTIES OF PROOF OF LOSS AND THE INCONVENIENCE AND NON-FEASIBILITY OF OTHERWISE MEASURING DAMAGES AND OBTAINING AN ADEQUATE REMEDY.

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STAR® Utility DCU Warranty

Aclara Technologies LLC warrants to the original PURCHASER of a STAR® Utility Data Collection Unit (DCU) that the DCU shall perform in accordance with the specifications in effect at the time of original product shipment and shall be free from defects in material and workmanship for a period of one (1) year from the date of original product installation.

Any STAR® Utility DCU manufactured by Aclara Technologies LLC that, within the warranty period: (i) fails to perform in accordance with the specifications in effect at the time of original product shipment or (ii) fails as a result of a defect in material or workmanship, will be repaired or replaced at the option of Aclara Technologies LLC without charge to the PURCHASER. PURCHASER may either;

1) Request return authorization from Aclara Technologies LLC, and return defective DCU for repair. Aclara Technologies LLC will be responsible for lowest cost inbound and outbound freight when using shipping method of Aclara Technologies LLC's choice. Should PURCHASER request alternative shipping method, PURCHASER will be responsible for all excess freight charges. All costs associated with the removal and/or reinstallation of a defective STAR® Utility DCU shall be the responsibility of the PURCHASER, or

2) Request on site repair by Aclara Technologies LLC, provided PURCHASER pays all reasonable Aclara Technologies LLC travel expenses. PURCHASER must assure reasonable access to the equipment, and shall be responsible for additional costs incurred should Aclara Technologies LLC be prevented access at the scheduled time.

Aclara Technologies LLC warrants replacement DCU's for the longer of (i) the remaining term of the full warranty period applicable to the STAR® Utility DCU repaired or replaced or (ii) six (6) months from the date the repaired STAR® Utility DCU or its replacement is returned to PURCHASER. Aclara Technologies LLC reserves the right to supply factory refurbished equipment, new equipment, or a newer model that provides equivalent or better performance.

The STAR® Utility DCU warranty does not cover repairs or replacements required as a result of: misuse, mishandling, improper storage, accident, modification, improper operation, installation errors, theft, vandalism, acts of god or repair by unauthorized personnel.

Aclara Technologies LLC makes no warranty whatsoever with respect to the minimum communication distance or reliability of the radio propagation path or required density of STAR® Utility DCUs.

Each DCU includes software which is proprietary to Aclara Technologies LLC and which is protected by United States Copyright Laws with which the PURCHASER must comply. PURCHASER has the right to utilize the software in the DCU with the DCU, but PURCHASER may not disassemble, decompile, or modify the software. The software is confidential and the property of Aclara Technologies LLC and shall not be disclosed to others.

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SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, RESULTING FROM PRODUCT INSTALLATION, USE, REMOVAL OR REINSTALLATION. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND IN NO EVENT SHALL THE LIABILITY OF ACLARA TECHNOLOGIES LLC EXCEED THE PRICE OF THE PRODUCT ON WHICH SUCH LIABILITY IS BASED. THE LIMITATION OF REMEDIES SET FORTH HEREIN IS IN RECOGNITION OF THE DIFFICULTIES OF PROOF OF LOSS AND THE INCONVENIENCE AND NON-FEASIBILITY OF OTHERWISE MEASURING DAMAGES AND OBTAINING AN ADEQUATE REMEDY.

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STAR® Utility NCC Warranty

Aclara Technologies LLC warrants to the original PURCHASER of a STAR® Utility Network Control Computer (NCC) that Aclara Technologies LLC will provide a computer, which in its best judgment is sufficient to run the NCC Software. The Computer to be supplied will be manufactured and assembled by a nationally recognized computer manufacturer to comply with minimum specifications established by Aclara Technologies LLC, but will not be assembled by or manufactured by Aclara Technologies LLC. Aclara Technologies LLC agrees to assign all of its rights and interests in the warranties, if any, provided by the manufacturer of said computer, to the extent that this assignment is permitted by such manufacturer, to the PURCHASER. Aclara Technologies LLC will arrange for a three-year on-site repair and service agreement at no additional cost to PURCHASER. PURCHASER'S only remedy is to look to the warranty provided by such manufacturer and/or benefits provided by the service agreement with respect to the repair and correction of defects and/or failures in the computer and its components.

Aclara Technologies LLC makes no warranty or representation, either express or implied for products or software supplied by Aclara Technologies LLC but manufactured or licensed by third parties. The warranties for products manufactured or licensed by third parties are limited to those provided by and in effect for the respective manufacturer or licenser.

The NCC Software and Documentation will meet the specifications therefore in effect on the effective date sale. If the NCC Software or Documentation fails to meet this warranty and PURCHASER gives written notice thereof, within one (1) year from date of initial sale, Aclara Technologies LLC shall correct the failure, provided that PURCHASER gives detailed information regarding such failure. Aclara Technologies LLC shall not be liable for the NCC Software and Documentation warranty provisions if modifications are made to the NCC Software by someone other than Aclara Technologies LLC or its authorized representatives

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STAR® Utility MTU Programmer Warranty

Aclara Technologies LLC warrants to the original PURCHASER of a STAR® Utility MTU Programmer (PROGRAMMER) that the PROGRAMMER shall perform in accordance with the specifications in effect at the time of original product shipment and shall be free from defects in material and workmanship for a period of one (1) year from the date of original product shipment.

Any STAR® Utility MTU Programmer manufactured by Aclara Technologies LLC that, within the warranty period: (i) fails to perform in accordance with the specifications in effect at the time of original product shipment or (ii) fails as a result of a defect in material or workmanship, when returned to Aclara Technologies LLC, freight prepaid, will be repaired or replaced at the option of Aclara Technologies LLC without charge to the PURCHASER. A STAR® Utility MTU Programmer which has been repaired or replaced by Aclara Technologies LLC will be returned to the PURCHASER by Aclara Technologies LLC, freight prepaid. Aclara Technologies LLC warrants replacement PROGRAMMERS for the longer of (i) the remaining term of the warranty period applicable to the STAR® Utility PROGRAMMER repaired or replaced or (ii) Ninety (90) days from the date the repaired STAR® Utility PROGRAMMER or its replacement is returned to PURCHASER. Aclara Technologies LLC reserves the right to supply factory refurbished equipment, new equipment, or a newer model that provides equivalent or better performance

The STAR® Utility MTU Programmer warranty does not cover repairs or replacements required as a result of: misuse, mishandling, improper storage, accident, modification, improper operation, installation errors, theft, vandalism, acts of god or repair by unauthorized personnel.

Each MTU Programmer includes software which is proprietary to Aclara Technologies LLC and which is protected by United States Copyright Laws with which the PURCHASER must comply. PURCHASER has the right to utilize the software in the MTU Programmer with the MTU Programmer, but PURCHASER may not disassemble, decompile, or modify the software. The software is confidential and the property of Aclara Technologies LLC and shall not be disclosed to others.

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