
Addendum 2 Software License Agreement

Pursuant to the Software License Agreement (Contract No. 2006-224) ("Agreement") between the City of Riverside California (Licensee) and Schneider Electric Smart Grid Solutions, LLC, formerly Telvent USA, LLC (Schneider Electric), the parties now wish to modify the Agreement to add an Enterprise License Addendum ("ELA") for the specific Schneider Electric Software as detailed below. Conflicts that may arise between this Addendum 2 and the Agreement shall be resolved in favor of this Addendum 2.

This Addendum shall only apply to Licensee and Licensee Affiliates described below. The Licensee Affiliates for whom this Addendum shall apply are:

- None

Should Licensee wish to include additional affiliates and/or subsidiaries in this Addendum for use of the ELA software, additional fees may apply.

The Schneider Electric products to which Licensee shall have access to during the term of this Addendum 2 are as follows:

- ArcFM Desktop
- Designer
- ArcFM Viewer with Inspector
- Conduit Manager
- ArcFM Web
- ArcFM Geodatabase Manager

During the term of the ELA, Licensee shall have access to an unlimited number of the ELA software products listed above. Any misuse of the ELA software shall constitute a material breach of the Agreement.

Term and Renewal

This ELA shall have an effective date of November 1, 2021 and shall continue in effect for a period of three years from the effective date. Should Licensee wish to renew the ELA for an additional three year term, the price of the additional three year term will be negotiated by the parties prior to the expiration of this Addendum.

Should Licensee choose not to renew the ELA, the ELA Software shall roll over to a per seat basis at the end of the ELA term. Licensee may pay Schneider Electric the standard annual maintenance and support price for each seat of the ELA Software it wishes to continue using. The number of seats Licensee will be entitled to continue using will be established based on the seats of ELA software in use at the expiration of the ELA.



Termination

This ELA may not be terminated by either party for convenience. Should Licensee wish to discontinue use of the ELA software prior to the expiration of the three year term, Licensee will be obligated to continue its payment obligations as set forth below.

Either party may terminate this ELA for a material breach of the Agreement by the other party. Upon termination by Schneider Electric for a material breach, all ELA software licenses shall be terminated and the full amount of the unpaid total ELA license fees will be due and payable by Licensee within thirty (30) days from the date of termination.

Pricing and Payment

The initial ELA shall be priced as follows.

	Year 1 November 1, 2021 – October 31, 2022	Year 2 November 1, 2022 – October 31, 2023	Year 3 November 1, 2023 – October 31, 2024
Total Annual Cost	\$115,000	\$115,000	\$115,000

These prices are quoted in United States Dollars and are exclusive of all taxes, duties, and fees. Furthermore, the prices set forth in the ELA do not include any ESRI software.

The Year 1 payment will be due within 30 days of the issuance of a Purchase Order. Payments for Years 2 and 3 will be due within 30 days of the anniversary date of the contract.

Maintenance and Support

Maintenance and Support for the ELA software for is included with the ELA price and shall be performed in accordance with Schneider Electric's Maintenance and Support Policy, except as amended herein.

Licensee shall establish a Tier 1 support center to field calls from internal users of Schneider Electric software. The organization may designate up to three individuals ("Tier 1 Support") who may directly contact Schneider Electric for Tier 2 technical support.

▪ Tier 1 Support Provided by Licensee

- (1) Tier 1 support shall use analysts fully trained in the Enterprise Software they are supporting.
- (2) At a minimum, Tier 1 Support shall include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
- (3) Tier 1 support analysts shall be the initial points of contact for internal user in order to answer questions and address incidents. Tier 1 support analysts shall obtain a full description of each reported incident and the system configuration from the Licensee.



This may include obtaining any customizations, code samples, or data involved, if applicable, to the Incident. The analyst shall also use any other information and databases it may develop to satisfactorily resolve incidents.

- (4) If Tier 1 support analyst can not resolve an incident, then the authorized individuals may contact Schneider Electric technical support ("Tier 2 Support").

▪ **Tier 2 Support Provided by Schneider Electric**

- (1) Schneider Electric shall log the calls received from the Tier 1 support analysts in accordance with Schneider Electric's Maintenance and Support Policy.
- (2) Schneider Electric shall attempt to resolve incidents by assisting the Tier 1 Help Desk individuals.
- (3) Once incidents have been resolved, Schneider Electric shall communicate the information to the Tier 1 support analyst who then shall be responsible for disseminating the resolution within Licensee's organization.

Additional Terms

- Software may only be deployed and used at Licensee facilities in the United States.
- If Licensee wishes to acquire and/or maintain any Schneider Electric software during the term of the agreement that is not included in this Addendum 2, it may do so separately from this ELA at the pricing that is generally available to Licensee for software and maintenance.
- Schneider Electric technology that may be embedded in third-party products that may be acquired by Licensee are not included under this agreement.
- Licensee will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- Should Licensee acquire, be acquired by, or merge with another business entity, the ELA benefits will not be assumed by the acquiring, acquired, or merged entity unless approved in writing by Schneider Electric. Additional fees will apply in order to account for any increased software count needs.
- If Licensee divests itself of a business unit during the term of the agreement, the divested business unit will be allowed to continue to use any previously-deployed Schneider Electric software for 90 days after the divestiture. Schneider Electric and the divested unit will work together to arrive at a satisfactory commercial arrangement for the continued use and support of the software.
- The Licensee will provide an annual report of installed software to Schneider Electric.
- Licensee will act as a reference site and will permit Schneider Electric to publicize its use of Schneider Electric software and services.



- ~~The details of this agreement will be confidential and may not be disclosed by the contracting parties.~~ *AM*

ACCEPTED AND AGREED:

City of Riverside, California
(Licensee)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

**Schneider Electric Smart Grid
Solutions, LLC**
(Schneider Electric)

By:  _____
Authorized Signature

Printed Name: *DREW D. TICE*

Title: *GLOBAL OPERATIONS DIRECTOR*

Date: *OCTOBER 11, 2021*

Approved as to form



Senior Deputy City Attorney