

Opportunity/Order Form Number: **OPP-462521**

AVEVA Contract Information

This AVEVA Order Form is governed by the AVEVA General Terms and Conditions between City of Riverside and AVEVA Software, LLC (GTC #002812)

Order Form Term

Order Form Effective Date: 15 August 2026

Order Form Expiration Date: 14 August 2031

Party Identification

AVEVA	AVEVA Software, LLC
Registration Number	47-2573795
Registered Address	26561 Rancho Parkway South, Lake Forest, CA 92630-8301, United States
Telephone Number	(949) 727 3200
Principal Contact	Name: Craig Sanders Email: craig.sanders@aveva.com Phone Number: +1-858-395-3556
CUSTOMER	City of Riverside
Registration Number or Company Tax ID (as applicable)	95-6000769
Registered Address	3750 University Avenue, Riverside, CA, 92501-3366, United States of America
Bill-to/Invoice-to Party (Company Name and Address)	City of Riverside 3750 University Avenue Riverside CA United States of America 92501-3366
Ship-to Address (destination of software, download, or service)	City of Riverside 3750 University Avenue Riverside CA United States of America 92501-3366
Telephone Number	7075022347
Principal Contact (<i>Must be a named person, not a mailbox</i>)	Name: Jennifer Tavaglione Email: jtavaglione@riversideca.gov Phone Number: 951-826-5497
CONNECT Account Administrator Contact (<i>Must be a named person, not a mailbox</i>)	Name: Jennifer Tavaglione Email: jtavaglione@riversideca.gov

1. Order Details and Invoice Schedule

Section A: Order Details

Through the Flex subscription program, Customer has access to the entire portfolio of AVEVA’s Products on the CONNECT platform. AVEVA will deliver all credits purchased to Customer via the CONNECT platform on the Order Form Effective Date. Customer can use the credits to access a Cloud Service or download an On Premises Product via the CONNECT platform and support websites. Credits used by Customer will be deducted from the total number of credits shown in Customer’s credit balance in the CONNECT platform, based on the Product Rate Plan applicable to the relevant Products. The Product Rate Plan may change depending upon the Products that the Customer chooses throughout the course of the Term. Such changes will be shown in the CONNECT platform. **Appendix A** sets out the agreed list of offers for the Products initially selected by Customer and their associated rate plan charges of said Products expressed in credits.

Order Summary	
Total Fees for All Credits	USD 1,662,802.56
Total Flex Credits	88,560
AVEVA Customer FIRST Program Service Level	Elite
Total Fees	USD 1,662,802.56

Estimated Allocation		
The allocation of credits for use between On Premises Products and Cloud Services, as described below, represents a non-binding best estimate provided by Customer on their anticipated usage. Actual allocation may vary during the Order Form Term, and Transaction Taxes shall be applied accordingly.		
Types of Credit	Types of Product	Quantity
Flex Credit	Cloud Services	88,560

Customer FIRST Additional Benefits	
Based on Customer’s annual contract value, the following additional benefits will be provided under the Customer FIRST Program. <i>Detailed descriptions of AVEVA Customer FIRST support and maintenance features and policies are provided in the AVEVA Customer FIRST User Guide available at www.aveva.com/en/legal/.</i>	
Additional Benefits	Quantity
Included Training for Customer’s AVEVA Products (Classroom or Virtual Instructor-led)	18 Seats
Included Training for Customer’s AVEVA Products (eLearning +Plus)	40 Vouchers
Block of Technical Support Consulting Services	40 Hours
Complimentary invitations to AVEVA Software Customer Events	5

Section B: Invoice Schedule

Payment Terms: Payment of fees and applicable Transaction Taxes due within 30 calendar days from the date of AVEVA’s invoice.

Invoice Schedule: AVEVA will invoice Customer for the credits in accordance with the invoice schedule below.

Top-Up Credits will be charged at the rate of **USD 18.69 per credit** (clause 2.2(d) below applies).

Item	Year 1	Year 2	Year 3	Year 4	Year 5
FLEX-CR-002 Flex Credit – Cloud Services	USD 300,926.88	USD 315,982.08	USD 331,745.76	USD 348,395.04	USD 365,752.80
Total Invoice Amount	USD 300,926.88	USD 315,982.08	USD 331,745.76	USD 348,395.04	USD 365,752.80
Invoice Date	15 August 2026	15 August 2027	15 August 2028	15 August 2029	15 August 2030

User Site Locations	Site Name: EA Virtual Site Legal Entity Name: City of Riverside Site Address: 3750 University Avenue Riverside CA United States of America Contact Name: Jennifer Tavaglione, jtavaglione@riversideca.gov Plus additional site locations in Appendix B
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2. Other Terms

2.1. Definitions. Capitalized terms used in this Order Form without definition have the meanings ascribed to them in the applicable document.

“**CONNECT Administrator**” means the Customer representative(s) set out in the Order Form, which, in the management of the applicable Product(s) has the right to grant access or use to any Users of such Product on behalf of Customer.

“**Flex Credit**” means an electronic credit that can be redeemed by Customer on Products for production use.

“**Product Rate Plan**” means the information accessible via CONNECT that provides Customer with their then-current list of subscribed Products and the associated rate plan charges of said Products expressed in credits.

“**Reward Credit**” means an electronic credit that AVEVA, in its sole discretion, may offer at no cost to Customer to redeem on Products for production use.

“**Test Credit**” means an electronic credit allocated to Customer’s CONNECT Test Account. Such test account provides access to Products solely for non- production use.

“**Top-Up Credit**” means an additional Flex Credit and/or Test Credit purchased by Customer during the Order Form Term to remedy a CONNECT Account that is overdrawn in credit usage or to supplement Customer’s credit usage.

“**User Site Locations**” means locations set forth in this Order Form where the On Premises Products, including those On Premises Products that are components of certain Cloud Services, are permitted to be installed.

“**Asset**” means Transmission and Distribution Assets, Generation Assets, Water Assets, Distribution and Sanitation, Facilities, and IT Assets. The Assets listed in Appendix B (“Licensed Assets”) are included in this Order Form as of the Effective Date.

“**Licensed Asset Capacity**” means the capacity of each Asset measured in the Asset Pricing Metrics shown for each Asset in the Section 5 Pricing Table. The “**Initial Licensed Asset Capacity**” shall be the Licensed Asset Capacity of each Licensed Asset shown in Appendix B on the Effective Date of this Order Form.

“**Material Change in Licensed Asset Capacity**” means a 5% increase or decrease in the Initial Licensed Asset Capacity, a change in the Asset classification, or the addition or sale of an Asset, as applicable.

“**Operating Data**” means (i) data generated directly by operation of the Asset, including all analyses, calculations and derivatives thereof, and (ii) market, environmental, meteorological data or other information that is used to operate the Assets.

2.2. Credit Based Subscription Model. Customer understands that the Products supplied in connection with this Order Form are being provided on a credit based subscription model basis, and acknowledges that:

- a) Customer's Use of the Products is controlled and restricted by the number of credits set out in this Order Form;
- b) At the start of the Order Form Term, all credits purchased by Customer will be allotted in full to Customer for use throughout the entire Order Form Term;
- c) Any unused credits remaining at the end of the Order Form Term will expire and may not be carried forward or rolled over;
- d) If Customer owes AVEVA any unpaid fees or has any issued-and-outstanding invoice(s), Customer shall pay the full amount of such unpaid fees and/or invoice(s) to AVEVA prior to purchasing Top-Up Credits;
- e) Where Customer purchases Top-up Credits, such Top-up Credits will be purchased at the rate set out in this Order Form and such Top-up Credits will expire at the end of the Order Form Term;
- f) Where Customer's use of the Products exceeds the number of credits or Top-Up Credits purchased, AVEVA reserves the right to: (1) suspend Customer's right to Use in accordance with Clause 8 of the Agreement; and (2) charge Customer for such excess usage at the Top-Up Credits rate set out in this Order Form in accordance with Clause 20.3 of the Agreement.

2.3. Non-Cancellable and Non-Refundable. This Order Form is non-cancellable and all fees paid are non-refundable.

2.4. As of this Order Form Effective Date, both Customer and AVEVA agree that the **Enterprise Program Agreement dated July 20, 2016 including the Corporate Family Software License and Services Agreement dated July 30, 2014 (OSIsoft Agreement #1018185** or "OSI Agreement") is terminated as specified in the related termination Amendment ("Termination Amendment") with an Effective Date of **August 15, 2026** and the Credit Based Subscription Model provided in this Order Form will replace the license previously provided in the OSI Agreement.

3. Purchase Order ("PO") Instructions

Customer will issue one PO to AVEVA for the total amount of the Order Form. To facilitate effective PO processing, Customer is asked to adhere to the following requirements, ensuring the PO contains all the information described. Notwithstanding anything else contained herein, Customer shall remain liable for the payment of all amounts owed pursuant to this Order Form, regardless of whether or not a PO is issued.

- a) Any documents requiring execution, including this Order Form, must be executed and provided at the same time as the PO is issued to AVEVA.
- b) **The PO MUST reference the Order Form Number OPP-462521.**
- c) **The PO MUST state the following: "The AVEVA General Terms and Conditions reference GTC# 002812 effective from 15 August 2026 shall regulate the work performed under this Purchase Order and will supersede the terms attached to this Purchase Order."**
- d) Please issue the PO to: AVEVA Software, LLC, 26561 Rancho Parkway South, Lake Forest, CA 92630-8301, United States.
- e) For processing, please send POs to: software.usa@aveva.com with copy to: craig.sanders@aveva.com.

4. Asset Based Pricing Terms and Conditions

4.1. Prior Agreements. The parties hereby agree that in exchange for the terms agreed to under this Order Form as of the Order Form Effective Date, Customer and all of Customer's Affiliates relinquish their rights to use the perpetual licenses governed by the OSIsoft agreements listed below and that Customer undertakes to destroy all copies of the software subject to such agreements on the Order Form Effective Date:

- 4.1.1. OSIsoft Enterprise Program Agreement # 1018185 dated July 20, 2016
- 4.1.2. OSIsoft Software License and Services Agreement #1018185 dated July 30, 2014 .

4.2. Scope. Customer may use the Products and Services provided under this Order Form only for the purpose of processing the Operating Data generated by the Licensed Assets and Customer's use shall not exceed

the then-current Licensed Asset Capacity (which as of the Effective Date of this Order Form shall be the Initial Licensed Asset Capacity).

- 4.2.1. The Product may not be used to process Operating Data: (i) generated by non-Licensed Assets, even if such Operating Data is stored in equipment located within a Licensed Asset, or (ii) in any automated metering initiative or similar customer direct billing or metering initiatives;
- 4.2.2. No Operating Data may be sent directly to PI Ancillary (replication) servers from Assets or other sources; and
- 4.2.3. The Products may not be installed at any third party sites (that is, a site not owned or controlled by Customer and its Affiliates).

5. Ordering

The Licensed Assets or Licensed Asset Capacities may be increased by AVEVA’s acceptance of Customer’s written request or order made at any time during the term of this Order Form. Any Material Change in Licensed Assets or Licensed Asset Capacity shall result in AVEVA charging Customer in accordance with the Pricing Table below. Credit burn down shall commence as of the date the Licensed Assets or Licensed Asset Capacities are added.

Asset Type	Asset Metric	Initial Licensed Asset Capacity	Additional Flex Credits per Month per Asset Metric
Base load / Intermediate (coal, gas, oil, nuclear)	MW	0	0.89
Peaking (Limited run units used for peak demand)	MW	250	0.56
Solar (Photo voltaic and CSP)	MW	10	3.57
Wind Power	MW	0	1.78
Hydro and Pumped Storage Hydro	MW	0	0.54
Distributed Generation (.4MW - 3MW)	Site	0	16
Transmission SCADA	Site	0	624
Transmission Substations	Site	1	18
Mixed T&D Substations	Site	0	13
Distributed Substation & Substation Automation	Site	30	8
Distribution SCADA	Site	2	624
SmartGrid - Dist. Devices, DR, DER, HAN, etc.	Device	10	0.067
Phasor Measurement Units (PMUs)	Device	0	4.46 per 10 PMUs
Electric AMI smart meters	Meter	10,000	See next row
*Electric AMI smart meters	Meter	0	0.0056 (PIDI asset based + PowerRunner)
*Water AMI smart meters	Meter	0	0.0042 (PIDI asset based + PowerRunner)

*Includes PowerRunner

6. Annual Review

In addition to Customer’s ability to order additional Licensed Assets and Licensed Asset Capacities, Customer and AVEVA will perform an annual review (the “Review Period”), commencing in the twelfth month following the Order Form Effective Date, unless otherwise agreed. Customer will provide to AVEVA all reasonably requested information necessary to determine whether Products are being used within the purchased license limits. Customer agrees to purchase additional Flex Credits in accordance with the Pricing Table above for any Material Change in Licensed Asset Capacity. Customer shall make a true up payment for Licensed Assets or Licensed Asset Capacities for usage beyond purchased license limits.


Additional Terms

Not Applicable

This Order Form shall become binding upon execution by each of Customer and AVEVA.

AVEVA:

AVEVA Software, LLC

By: 
Jim Griffith (May 15, 2026 08:57:24 PDT)
(Signature)

Name: **James W. Griffith**

Title: **VP Finance & Treasurer**

Date: **05/15/2026**

Customer:

City of Riverside

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

Attest: _____
City Clerk

Certified as to Availability of Funds:

By: *Sergio Aguilar*
Chief Financial Officer

Ruthann Salera
Ruthann Salera (May 18, 2026 08:18:30 PDT)
Approved as to Form: 05/18/2026

By: **Ruthann Salera**
Deputy City Attorney

Appendix A

Product Rate Plans for selected Flex offerings

Cloud Services

Product Code	Product Name	Rate Plan Unit Type	Initial Quantity	Credit Rate per Month	Provision Upon Sale
FLEX-PIDI-360	AVEVA PI Data Infrastructure – asset based	Fixed Monthly Charge	1	1,476	Yes
Includes:					
	AVEVA PI System Connectivity Pack AVEVA PI System Aggregation Connectivity Pack – asset based AVEVA PI Client Pack – asset based AVEVA Add-ons HA Node – asset based AVEVA Add-ons PI System Access (PSA) – asset based AVEVA Ancillary PI Server – asset based AVEVA Ancillary PI Server Add-ons HA Node – asset based AVEVA Ancillary Add-ons PI System Access (PSA) – asset based AVEVA PI Server – Test – asset based AVEVA PI Integrator for Business Analytics – Standard 100K (Quantity – 2)				

Product Code	Product Name	Tier	Credit Rate per Day	Provision Upon Sale
FLEX-ADH-001	CONNECT data services – V3 Includes 200 Total Streams Accessed (TSA) per Day	For TSA up to 200 per Day	0	Yes
		For TSA from 201 to 5,000 per Day	0.00182	
		For TSA from 5,001 to 20,000 per Day	0.00101	
		For TSA from 20,001 to 100,000 per Day	0.00062	
		For TSA from 100,001 to 500,000 per Day	0.00046	
		For TSA over 500,000 per Day	0.00044	

Product Code	Product Name	Tier	Credit Rate per Month	Provision Upon Sale
FLEX-CVS-001	CONNECT visualization services Includes 5 monthly active users	From 0 to 5 Monthly Active Users	0 per user, per month	Yes
		From 6 to 500 Monthly Active Users	5 per user, per month	
		From 501 to 1,000 Monthly Active Users	4 per user, per month	
		Over 1,000 Monthly Active Users	3 per user, per month	

Appendix B

Initial Affiliates, Licensed Assets and Initial Licensed Asset Capacity

Site Name	Site Legal Entity	Site Address	Contact Name and Email Address
Riverside City Call	City of Riverside	3900 Main Street Riverside, CA 92522	Jennifer Tavaglione jtavaglione@riversideca.gov
Solar Generation	City of Riverside	5198 Rubidoux Avenue Riverside, CA 92504	Jennifer Tavaglione jtavaglione@riversideca.gov
Electric Control Center 1 - UOC	City of Riverside	2911 Adams Street Riverside, CA 92504	Jennifer Tavaglione jtavaglione@riversideca.gov
RPU Headquarters	City of Riverside	3750 University Avenue Riverside, CA 92501	Jennifer Tavaglione jtavaglione@riversideca.gov
Water Control Center 1 - UOC	City of Riverside	2911 Adams Street Riverside, CA 92504	Jennifer Tavaglione jtavaglione@riversideca.gov
Electric Control Center 2 - RERC	City of Riverside	5901 Payton Avenue Riverside, CA 92504	Jennifer Tavaglione jtavaglione@riversideca.gov
Springs Generating Station	City of Riverside	2221 Eastridge Avenue Riverside, CA 92507	Jennifer Tavaglione jtavaglione@riversideca.gov
RERC Generating Station	City of Riverside	5901 Payton Avenue Riverside, CA 92504	Jennifer Tavaglione jtavaglione@riversideca.gov
Clearwater Generating Station	City of Riverside	1700 Railroad Street Corona, CA 92880	Jennifer Tavaglione jtavaglione@riversideca.gov
Water Control Center 2 - JW North Treatment Plant	City of Riverside	22001 Grand Terrace Road Grand Terrace, CA 92313	Jennifer Tavaglione jtavaglione@riversideca.gov