
Addendum 2
Telvent USA LLC Software License Agreement
Contract No. 2005-204

Pursuant to the Software License Agreement No. 2005-204 (Agreement) between The City of Santa Clara, California (Licensee) and Telvent USA LLC f/k/a Miner and Miner, Consulting Engineering, Inc. (Telvent), the parties now wish to modify the Agreement to add an Enterprise License Addendum ("ELA") for the specific Telvent 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 Telvent products to which Licensee shall have access to during the term of this Addendum 2 are as follows:

- ArcFM
- ArcFM Enterprise
- Conduit Manager
- Fiber Manager
- ArcFM Geodatabase Manager
- ArcFM Server - Standard
- ArcFM Server - Standard Staging License
- ArcFM Server - Standard Development License
- Responder for Electric*

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.

* Use of Responder is limited to the normal electric only outage management and operational tasks for which it is intended

Term and Renewal

This ELA shall have an effective date of April 23, 2016 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 Telvent 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 Telvent 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 April 23, 2016 – April 22, 2017 | Year 2 April 23, 2017 – April 22, 2018 | Year 3 April 23, 2018 – April 22, 2019 |
|-------------------|--|--|--|
| Total Annual Cost | \$70,000 | \$70,000 | \$70,000 |

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 contract signature. 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 Telvent's Maintenance and Support Policy, except as amended herein.

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

■ **Tier 2 Support Provided by Telvent**

- (1) Telvent shall log the calls received from the Tier 1 support analysts in accordance with Telvent’s Maintenance and Support Policy.
- (2) Telvent shall attempt to resolve incidents by assisting the Tier 1 Help Desk individuals.
- (3) Once incidents have been resolved, Telvent 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 Telvent 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.
- Telvent technology that may be embedded in third-party products that may be acquired by Licensee are not included under this agreement.
- Licensee may establish up to three points of contact for orders and deliveries and each contact 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 Telvent. 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 Telvent software for 90 days after the divestiture. Telvent 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 Telvent.
- Licensee will act as a reference site and will permit Telvent to publicize its use of Telvent software and services.
- The details of this agreement will be confidential and may not be disclosed by the contracting parties unless required by law.

ACCEPTED AND AGREED:

City of Santa Clara, California
(Licensee)

Telvent USA LLC
(Telvent)

By: 
Authorized Signature

By: _____
Authorized Signature

Printed Name: Rajeev Batra

Printed Name: _____

Title: Acting City Manager

Title: _____

Date: _____

Date: _____

ATTEST:



City Clerk

APPROVED AS TO FORM:
SANTA CLARA CITY ATTORNEY'S OFFICE

- 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 Telvent. 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 Telvent software for 90 days after the divestiture. Telvent 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 Telvent.
- Licensee will act as a reference site and will permit Telvent to publicize its use of Telvent software and services.
- The details of this agreement will be confidential and may not be disclosed by the contracting parties unless required by law.

ACCEPTED AND AGREED:

City of Santa Clara, California
(Licensee)

By: _____
Authorized Signature

Printed Name: Rajeev Batra

Title: Acting City Manager

Date: _____

Telvent USA LLC
(Telvent)

By: _____
Authorized Signature

Printed Name: Drew Dittler

Title: Director of Operations

Date: July 5, 2014

