
Addendum 5
Software License Agreement
Contract No. 2005-204

Pursuant to the Software License Agreement (Contract No. 2005-204) (“Agreement”) between the City of Santa Clara, California (“Licensee”) and Schneider Electric Smart Grid Solutions, LLC, formerly Telvent USA, LLC (previously “Telvent”, now “Schneider Electric”), the parties now wish to modify the Agreement to add an Enterprise License Addendum (“ELA” or “Addendum 5”) for the specific Schneider Electric Software as detailed below. Conflicts that may arise between this Addendum 5 and the Agreement shall be resolved in favor of this Addendum 5.

This Addendum 5 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 5 are as follows:

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

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

During the Term, 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 commence on April 23, 2023 and shall continue in effect for a period of three years from this date (the "Term"). The Parties agree that this Agreement did not expire on the previous expiration date of April 22, 2023, and it remains valid through the Term set forth in this Addendum 5. 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 5.

Should Licensee choose not to renew the ELA, the ELA Software shall roll over to a per seat basis at the end of the 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 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

Licensee will pay to Licensor a license fee (“License Fee”) as specified in this section. Licensor will invoice the License Fee for the period beginning on April 23, 2023 and City will initiate payment within 30 days of the execution of this Addendum. Licensor may invoice future years up to 60 days in advance of the due date. Each license is valid for twelve months from the activation/renewal date. It is understood that such fees do not include required ESRI software.

The initial ELA shall be priced as follows.

	Year 1 April 23, 2023 – April 22, 2024	Year 2 April 23, 2024 – April 22, 2025	Year 3 April 23, 2025 – April 22, 2026
Total Annual Cost	\$75,000	\$75,000	\$75,000

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.

At least 90 days prior to the end of the Term, Licensor will request and Licensee will provide a report of installed software to Licensor. Licensor will provide a corresponding renewal quote. Should Licensee wish to renew the Agreement, the Parties will execute a new addendum to this Agreement.

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 cannot 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 that is not included in this Addendum 5, 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, 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.

Under “Additional Terms” in Addendum 4, the seventh, eighth, and ninth bullet shall be deleted and such deletion is effective for all previous addenda. Except as otherwise specified in this Addendum 5, any terms and conditions in previous addenda shall only be effective for the time periods covered by those addenda.

ACCEPTED AND AGREED:

City of Santa Clara, California
(Licensee)

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

By: _____
Authorized Signature

By:  _____
Authorized Signature

Printed Name: _____

Printed Name: Drew Ditter

Title: _____

Title: Director of Operations

Date: _____

Date: August 17, 2023

APPROVED AS TO FORM:

By: _____

City Attorney's Office