Enterprise Program Agreement
April 24, 2017
("Effective Date")

OSIsoft, LLC ("*OSIsoft*")
Attn: Legal Department
1600 Alvarado Street
San Leandro, CA 94577
Phone: (510) 297-5800

City of Santa Clara, dba
Silicon Valley Power ("*Licensee*")

1500 Warburton Ave.
Santa Clara, CA 95050

Contacts:
Business:
Name: Adele Ward
Email: adele@osisoft.com
Phone: 1 510 297-5850

Contacts:
Business:
Name: Tim Lynch
Email: tlynch@svpower.com
Phone: 408-615-6689

Legal:
Name: Legal Department
Email: legal@osisoft.com
Facsimile: (510) 295-2444

Legal:
Name: City of Santa Clara City Attorney's Office
Email: CityAttorney@santaclaraca.gov
Phone: (408) 615-2230

This Enterprise Program Agreement ("*Enterprise Agreement*" or "*Agreement*") effective as of the Effective Date specified above incorporates by this reference the terms and conditions of that certain Software License and Services Agreement with an effective date of April 24, 2017 (OSIsoft Agreement # _____) (the "*SLA*") by and between OSIsoft, LLC ("*OSIsoft*"), and City of Santa Clara, dba Silicon Valley Power. Unless otherwise specified, all capitalized terms in this Enterprise Agreement have the meaning defined in the SLA.

1. COMMERCIAL TERMS

Term	From Effective Date through April 23, 2022
Enterprise Licensed Software	• Enterprise Infrastructure Version 2.0 as further described on http://www.osisoft.com/enterprise-agreement-software-services/, • OSIsoft software licensed under the Former Agreement (see next row of this table) not replaced or updated by Enterprise Infrastructure Version 2.0.
Annual Enterprise Services Fee ("ESRP")	Licensee's annual Enterprise Services subscription price shall be equal to 20.4% ("*Enterprise Services Rate*") of the License Fee Basis. "*License Fee Basis*" shall be the License Fees paid under Licensee's Enterprise Program Agreement dated April 24, 2012 (the "Former Agreement," now expired; all licensed OSIsoft software under the Former Agreement is hereby transferred to the terms and conditions of this Agreement), plus any additional license fees paid hereunder for Enterprise Licensed Software
License	Licensee shall receive Enterprise Licensed Software for the Assets specified in **Exhibit A** (*"Licensed Assets"*)
Net Licensee Fee Due:	$0

Net Initial Enterprise Services Fee Due:	Years 1 and 2: $ 195,228
Enterprise Services Fees following initial Term year:*	Year 3: $97,614* due April 23, 2019 Year 4: $97,614* due April 23, 2020 Year 5: $97,614* due April 23, 2021
Initial Invoice Total	$195,228

* **Subject to adjustments to material changes in Licensed Assets or Licensed Asset Capacities, see Section 4.1., and minimum annual ESRP.**

Please check one:
☐ Corresponding PO will be submitted and required for invoicing.
☐ Contract number can be used for invoicing.

2. ENTERPRISE SERVICES (*"Enterprise Services"*)

Remote Monitoring of PI Systems ("Remote Monitoring"). Licensee will permit OSIsoft to remotely monitor certain performance metrics of Licensee's Enterprise Licensed Software in accordance with the mutually agreed Enterprise Roadmap. The software used to provide the Remote Monitoring service is for use only by OSIsoft in providing the Enterprise Services or by Licensee to monitor the performance of the Enterprise Licensed Software, and may not be used by Licensee for any purpose including, without limitation, to monitor other software programs or equipment. Remote Monitoring services are in no way meant to serve as a safety monitoring service and Licensee shall indemnify OSIsoft against any claims resulting from Licensee's failure to operate Licensee's equipment in a safe manner. To be eligible to utilize this service offering, Licensee must grant OSIsoft support staff unattended remote access to the nodes to be monitored. Remote access will be provided via OSIsoft's remote support software that allows our engineers to properly troubleshoot and remediate alerts regarding the PI System. In the event that Licensee ceases to subscribe to Enterprise Services, Licensee will delete this software upon OSIsoft's request. OSIsoft may use data collected by the Remote Monitoring service to issue to Licensee recommendations for hardware and software (Enterprise Licensed Software and OS) upgrades and other measures Licensee may implement to increase Enterprise Licensed Software performance as agreed in the Enterprise Roadmap.

2.1. <u>Software Reliance Program ("SRP")</u>. As part of Enterprise Services, Licensee and its Contractors will receive the benefits of OSIsoft's Software Reliance Program ("SRP") to support the Enterprise Licensed Software. (All references to "OSIsoft Products" within the SRP terms and conditions shall mean the Enterprise Licensed Software.). Contractors will also have facilitated access to OSIsoft's relevant partner program.

2.2. <u>Enterprise Program Manager.</u> A global Enterprise Program Manager (*"EPM"*) will be assigned to Licensee's account to provide a reasonable amount of coordination and assistance for questions pertaining to architecture and deployment of Enterprise Licensed Software (as defined in Section 3 below), as well as project management. Licensee will assign its own Program Manager ("*Licensee Program Manager*") to manage the relationship with OSIsoft. The Licensee Program Manager is responsible for the identification of potential installations globally and to identify and make available the required resources within Licensee. The EPM will strive to understand the business of Licensee and develop domain knowledge to further facilitate collaboration in utilization of the Enterprise Licensed Software. Additionally, the EPM will coordinate between OSIsoft technical staff and Licensee to create and maintain, as part of the Enterprise Roadmap, a central monitoring philosophy for the Enterprise Licensed Software, including alerts, proactive remedial actions and fixes. OSIsoft reserves the right to change the EPM at any time upon notice to Licensee.

2.3. <u>Enterprise Roadmap.</u> OSIsoft, in collaboration with Licensee, will develop a roll out and update plan ("Enterprise Roadmap") for the Enterprise Licensed Software.

The Enterprise Roadmap will specify what services OSIsoft will provide on an annual basis during the term of the Enterprise Agreement and for what areas Licensee will have primary responsibility. Areas of consideration to be documented in the annual Enterprise Roadmap may include:

- Identification, prioritization and set target timelines for business and technical objectives where OSIsoft's products or services will be of assistance

- Enterprise architecture considerations such as:

    0. technical architecture diagram,

    1. hardware and software requirements,

    2. remote access requirements and plan,

    3. selection of interfaces,

    4. update and back-up strategy

    5. migration strategy

- Define the necessary technical prerequisite requirements to deploy the Enterprise Licensed Software

- Site/Asset installation schedule, areas of responsibility and frequency of updates

- Identification and scheduling of Learning and Event vouchers, and CoE services

- Administration items such as annual review expectations, true-up process and T&L budget considerations

Taking into account Licensee's stated business objectives and resources, the Enterprise Roadmap will include a proposed schedule, recommendations on training for Licensee personnel and end users, best practices and other recommendations for operation of the Enterprise Licensed Software.

Prior to providing any services OSIsoft will work jointly with the customer to prioritize the activities defined in the Enterprise Roadmap. This Enterprise Roadmap will be updated annually based on Licensee's updated business objectives and resources and to account for material changes in the Licensed Assets.

2.4. <u>Reviews.</u> Reviews will be conducted on an as-needed basis by the EPM, Licensee Program Manager and appropriate management personnel. These reviews may be conducted in person at a mutually agreed upon location or virtually, using web-based collaboration tools. These reviews shall be based upon a review report prepared by the OSIsoft team and supervised by the EPM, and will address any concerns identified by the EPM or Licensee Program Manager, and be specifically focused on Licensee's opportunities and goals. The Enterprise Roadmap may be adjusted and modified at these meetings.

2.5. <u>Installation of Enterprise Licensed Software.</u> OSIsoft will provide <u>a single</u> installation or upgrade service <u>per Licensee Site per year</u> for Enterprise Licensed Software in accordance with the mutually agreed Enterprise Roadmap. These installation services will be performed remotely from OSIsoft's offices or through an installation manager server installed on Licensee's network and connected to Licensee's deployment locations and computers (*"Installation Management System"*). On an exception basis as expressly agreed in the Enterprise Roadmap and subject to the SRP conditions for On-Site Assistance, these installations may be performed manually on-site at Licensee's facilities. Licensee will provide the Datastream Point configuration in electronic format for configuration of

Interface(s) as set forth in the mutually agreed Enterprise Roadmap.

2.6. **Center of Excellence.** OSIsoft will provide reasonable assistance and information resources to Licensee in Licensee's application of Enterprise Infrastructure to Licensee's particular needs per the initiatives jointly agreed upon in the annual Enterprise Roadmap. Examples of OSIsoft Enterprise Service offerings are described in the Enterprise Support section of osisoft.com [http://www.osisoft.com/Legal/ea-service-offerings.pdf].

The scope of work for each CoE service engagement will be created by the EPM for Licensee's review and approval. The scope of work will include a description of the deliverables, Licensee participation required, and anticipated scheduling. Licensee shall bear complete responsibility for determining whether any concepts, preliminary designs, application recommendations or advice by OSIsoft are appropriate for Licensee's operations. OSIsoft personnel delivering CoE services will strive to understand Licensee's business, but in no event does OSIsoft represent that such personnel are experts in Licensee's particular industry. While Licensee's operational and business data will remain Licensee's Confidential Information, Licensee acknowledges that OSIsoft may utilize deliverables of general applicability which do not include Licensee's Confidential Information, to assist other customers or improve the Enterprise Licensed Software, even if such deliverables are based upon requirements provided by Licensee. These materials may include, but are not limited to, non-confidential application designs, architecture, general engineering or programming methodologies in common use or within a particular industry, algorithms, sample screens or enhancements to the Enterprise Licensed Software.

2.7. **Migration of Third Party Historical Data.** OSIsoft will provide one-time assistance at the beginning of this Agreement, as agreed in the Enterprise Roadmap, for Licensee in migrating data from third party historian software to the Enterprise Infrastructure. Data from the third-party historian must be provided by Licensee to OSIsoft in a format compatible with an existing OSIsoft interface. OSIsoft will supply Licensee with the technical requirements to prepare such data files. OSIsoft will convert the data supplied by Licensee into a data file that is compatible with the Enterprise Infrastructure. The data will not be validated by OSIsoft. Data validation is the sole responsibility of the Licensee. The migration scope does not include migration of calculations or applications.

2.8. **Vouchers.**

Licensee will receive two different types of Vouchers:

(i) **Learning Vouchers:** Licensee will receive (1) one learning voucher per $5,000 paid to OSIsoft for Enterprise Services per year. These Services Vouchers may be used for standard training courses at OSIsoft training locations at a rate of (1) one voucher per (1) one seat per training day. Licensee may request that a standard or custom training course be conducted onsite at one of licensee's facilities. Twelve (12) learning vouchers are required for onsite training, per day, regardless of the number of students. Onsite training is limited to a maximum of (12) twelve students per day. An additional (6) six learning vouchers (not per day; in total) will be required for a custom training course, to cover OSIsoft's additional preparation time.

(ii) **Event Vouchers:** These Services Vouchers may only be redeemed for admission to an OSIsoft user's events at a rate of one (1) seat per $40,000 paid to OSIsoft for Enterprise Services per year.

From time to time OSIsoft may make other services or admission to other events available for purchase with these vouchers. Vouchers are valid for one (1) year from each anniversary date of the Effective Date of this Enterprise Agreement and cannot be carried over to subsequent years. In no event may vouchers be redeemed for anything other than the foregoing including, without limitation, software products, professional services or cash, unless otherwise

expressly agreed by the parties.

Vouchers cannot be sold, bartered, swapped or exchanged.

2.9. Travel and Living Expenses. Licensee will reimburse OSIsoft for all reasonable out of pocket travel or living expenses incurred in connection with mutually agreed upon services provided by OSIsoft under this Enterprise Agreement, including without limitation onsite installations, onsite training sessions, kickoff meetings, periodic reviews or any other visit to Licensee's premises by OSIsoft services personnel. Travel and living expenses will be charged in addition to any Service Vouchers redeemed or services fees paid for such services. OSIsoft will incur such expenses in compliance with its then-current field services travel policy, which will be provided to Licensee upon request.

2.10. Additional Services. For clarification, any services beyond the scope of Enterprise Services including, without limitation, providing on-site installation services beyond those expressly provided in the Enterprise Roadmap or additional services or time required as a result of Licensee not meeting any Technical Prerequisites (such as not having the appropriate hardware prepared as specified by OSIsoft), will be subject to OSIsoft's then-current field services rate. As of the Effective Date this rate is $2,000/person/day. OSIsoft will provide an estimate using the then-current applicable rates upon request.

3. ENTERPRISE LICENSING

3.1. Enterprise Licensed Software Definitions.

"Licensee's Enterprise" means Licensee's business activities comprised of power trading, power generation and electric transmission and distribution.

"Asset" means Licensee's power trading, generation and distribution assets (including substations), including utility operations devices, utility network infrastructure, Meters, and phasor measurement units (PMUs) concentrators, owned and operated by Silicon Valley Power, all as identified on **Exhibit A.**

"Meter" means a physical device which measures and analyzes for energy usage in time differentiated registers, including 5 minute reads as required by Licensee's power trading operation or quarter-hourly or such interval as is specified by Licensee's SVP Meter Connect program. Specifically, a Meter is a single device connected to Licensee's owned and operated power trading assets, customers' home devices, including appliances, thermostats, water heaters, pool pumps, etc., which receives data from such devices, and which data is then read from the single Meter by remote access and control, either by Licensee or a third-party service provider for the purpose of customizing and monitoring home energy consumption.

"Licensed Asset Capacity" means the capacity of each Asset measured as specified in **Exhibit A.** On the Effective Date, there are 54,309 Meters and 534 MWs of generation, transmission and distribution Assets. (Licensed Asset Capacity is not applicable to power trading activities and to substations.)

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

"Enterprise Licensed Software" is OSIsoft's commercial proprietary software system comprised of certain database, visualization, analytic and interface OSIsoft Products as described in the then-current accompanying documentation and specified in Section 1.

3.2. <u>Scope of License.</u>

    (a)   <u>Qualified Assets Only.</u> Licensee may use the Enterprise Licensed Software only for the purpose of processing the Operating Data generated by the Assets identified in **Exhibit A** as *"Licensed Assets"*.

    (b)   <u>Additional Licensed Assets.</u> Licensee may add additional Licensed Assets to **Exhibit A** upon written notification to OSIsoft or in connection with each Annual Review as provided below.

    (c)   <u>Usage by Licensee.</u> Licensee may use unlimited copies and quantities of Enterprise Licensed Software (including Datastream Points) for the purpose of:

        (i)   processing Operating Data generated by the Assets up to the Licensed Asset Capacity as may be revised in accordance with this Enterprise Agreement; and

        (ii)   redundancy and failover options, development systems, test systems, research and development, pilot plants, analysis of financial data pertaining to the Asset, and operation of a central Enterprise Licensed Software system to monitor other Enterprise Licensed Software systems installed throughout Licensee's organization.

    (d)   <u>Limitations on Scope.</u> Enterprise Licensed Software 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.

3.3. <u>Enterprise Services Maintenance.</u> As a condition to retaining its licenses to Enterprise Licensed Software, Licensee agrees to maintain a current Enterprise Services subscription for all Enterprise Licensed Software purchased hereunder.

4. ENTERPRISE PROGRAM PRICING

4.1. <u>Licensing and Enterprise Services Rate Adjustments.</u>

    (a)   <u>Licensed Asset Capacities.</u> Licensed Asset Capacities are measured in megawatts generated by SVP owned & operated assets ("MW") and number of Meters.

    (b)   <u>Material Change in Licensed Asset Capacities:</u> A material change in the Licensed Asset Capacity shall be defined as 2% increase or decrease in; MW, or Meter increments.

    (c)   <u>Annual Review.</u> If the annual review performed in accordance with this Enterprise Agreement reveals that Licensee is using any Enterprise Infrastructure to process data generated by additional Assets or there is a material increase in the Licensed Asset Capacity of an Asset, Licensee shall purchase the required Enterprise Infrastructure licenses at the License fee specified below and OSIsoft will include such new Licensed Assets in the Enterprise Services calculation for the new Review Period:

Pricing Table

Asset Description	Licensing fee	Enterprise Services Annual fee
• Total Generation Capacity	• $1,020/MW	• 208/MW
• Meter	• $5.10/Meter	• $1.04/Meter

If Licensee has ceased operating a Licensed Asset and all use of the Enterprise Licensed Software containing the Operating Data generated therefrom or there is otherwise a material decrease in the Licensed Asset Capacity, then Licensee's annual Enterprise Services fee will be reduced by the Enterprise Services Rate multiplied by the applicable Licensing Fee specified in the table above in OSIsoft's Enterprise Services calculation for the then-currently Licensed Assets in and for the new License Year. **Notwithstanding the foregoing, in all events if Licensee retains at least one Asset under this Agreement, Licensee will pay a minimum of $90,000 for Enterprise Services per Review Period.**

4.2. **Agreement Term.** This Enterprise Agreement will remain in effect for a period of five (5) years from the Effective Date (*"Initial Term"*). OSIsoft and Licensee each has the right to terminate the Enterprise Agreement, for any or no reason and with immediate effect, at the end of the Initial Term or any one-year successive anniversary for which it continues (each year the *"Renewal Period"*), by providing thirty days' prior written notice of its intent to terminate. Following the Initial Term, for so long as Licensee renews its Enterprise Services subscription, and this Enterprise Agreement is not otherwise terminated in accordance with its terms, it will renew for successive Renewal Periods. In the event of termination or expiration in accordance with this section, the Enterprise Conversion Procedure in subsection 4.2(b) shall apply.

Pricing Protection. During the Renewal Period, and for so long as Licensee does not allow any lapse in its Enterprise Services subscription fees for the Enterprise Licensed Software, OSIsoft will increase Licensee's Enterprise Services Rate and Enterprise Licensed Software license fees via a one-time step change of 7.5% for the first Renewal Period (year 6) and for each annual subsequent Renewal Period by the percentage increase in the monthly Consumer Price Index for All Items, U.S. City Average, All Urban Consumers (base year 1982-84=100) over the rates and fees applicable from the beginning of the immediately preceding Renewal Period (subject to a minimum increase of 3% and maximum increase of 6% in each Renewal Period).

(a) Licensee's Enterprise Services subscription must remain current to maintain the license rights set forth in this Enterprise Agreement. Should this subscription lapse at any time during the Initial Term or Renewal Period, the Enterprise Conversion Procedure set forth in subsection 4.2(b) shall apply. Additionally, all Enterprise License Fee payments under any payment plan shall be accelerated and become immediately due and payable. All License fees and Enterprise Services fees paid are nonrefundable.

(b) **Enterprise Conversion Procedure:** After the Initial Term, in the event Licensee does not maintain Enterprise Services or if this Agreement is otherwise terminated in accordance with this Section 4.2, Licensee's usage limits for Enterprise Licensed Software will be inventoried as further described below, and converted to the license levels then-currently in use by Licensee, using the license units as defined in Licensee's SLA and the nearest OSIsoft Product sizes in OSIsoft's then-current applicable price list. Licensee will no longer be eligible to receive any Enterprise Services and all pricing, except as set forth below, shall be canceled. Licensee shall provide OSIsoft an inventory of all OSIsoft Software that has been installed, including the number of PI Servers, number of Datastream Points configured within each

Server, number of Individual Users and Interface Nodes. OSIsoft will have the opportunity to perform an audit to validate this inventory and Licensee will pay OSIsoft's then-current field service rates for the time required to complete this audit should it reveal that Licensee has underreported by 5% of the final agreed upon audit outcome. For the inventoried OSIsoft Products, Licensee may purchase annual SRP at OSIsoft's then-current applicable list price. Any future expansions of these systems or any additional OSIsoft Products will be available from OSIsoft at OSIsoft's then-current applicable list price, under the terms of Licensee's SLA.

4.3. Ordering and Delivery.

(a) **Annual License Review.** OSIsoft and Licensee will perform an OSIsoft Product license review at each successive Review Period. Licensee will provide OSIsoft with all reasonably requested information necessary to determine whether Licensee is using the Enterprise Licensed Software within the purchased license limits. Unless otherwise agreed, the initial Review Period shall commence with the Effective Date.

(b) **Additional Licensed Assets Through Review.** OSIsoft and Licensee have agreed to the Licensed Assets specified in **Exhibit A**. The Licensed Assets will be modified at the end of each Review Period as necessary. At the end of each Review Period, Licensee will submit an order to OSIsoft for the Enterprise Licensed Software licenses and corresponding Enterprise Services fees required to cover any additional Assets or material increase in the Licensed Asset Capacity at the prices stated in this Enterprise Agreement.

(c) **Fulfillment.** Licensee or Licensee Affiliates may submit requests for additional copies of any Enterprise Licensed Software without payment of additional license fees. Such requests may be submitted in any form mutually agreeable to both parties. Electronically delivered is the default method.

(d) **Availability.** Enterprise Licensed Software is only available from OSIsoft directly and not through any third party distributor or sales channel.

5. GENERAL CONDITIONS

5.1. Affiliate Eligibility.
"*Licensee Affiliate*" means any entity that controls, is controlled by, or is under common control with Licensee. For purposes of this Enterprise Agreement, "control" of an entity means having ownership of at least fifty percent (50%) of the voting equity or beneficial interest of such entity. Licensee Affiliates that Licensee would like to add to this Enterprise Agreement are listed in the attached **Exhibit A**. Licensee may add Licensee Affiliates to this Enterprise Agreement by providing OSIsoft with written or electronic notice containing the contact information for each relevant Licensee Affiliate specified in **Exhibit A**. Upon OSIsoft's consent, not to be unreasonably withheld or delayed, such Licensee Affiliates will be added to this Enterprise Agreement and **Exhibit A** will be deemed amended accordingly. Licensee Affiliates on **Exhibit A** are entitled to use and order Enterprise Licensed Software and shall be bound by this Enterprise Agreement as a "Licensee". Notwithstanding the foregoing, any such Licensee Affiliate shall remain eligible to receive the benefits of this Enterprise Agreement only so long as it continues to qualify as a Licensee Affiliate as defined in this Section. Should a Licensee Affiliate no longer qualify as such under this Enterprise Agreement, then Licensee will notify OSIsoft and such change of ownership or control shall be considered an assignment, subject to subsection 5.2 below, of the OSIsoft Products then being used by such Licensee Affiliate for purposes of this Enterprise Agreement, and such Licensee Affiliate will no longer be eligible to order any Enterprise Licensed Software or receive Enterprise Services under this Enterprise Agreement. Licensee and any Licensee Affiliate that purchases OSIsoft Product

licenses shall be jointly and severally liable for any breach of this Enterprise Agreement by any Licensee Affiliate.

5.2. <u>Assignment.</u> Licensee may assign Enterprise Licensed Software licensed under this Enterprise Agreement provided that Licensee provides prior written notice to OSIsoft. The usage limits for any assigned Enterprise Licensed Software will be converted to the license levels then-currently in use by Licensee, using the license units as defined in OSIsoft's then-current standard Software License and Services Agreement and the nearest Server sizes in OSIsoft's then-current applicable price list (*"Converted Software"*). Licensee will provide OSIsoft with all information reasonably necessary to determine the appropriate license sizes for the Converted Software. Licensee hereby acknowledges that as a condition to any assignment OSIsoft may require the assignee to: (i) purchase up to one year of support and maintenance services at OSIsoft's then-current rate; (ii) pay OSIsoft's then-current license fees for the software assigned; and (iii) execute OSIsoft's then-current standard Software License and Services Agreement. Except as otherwise specified in writing by OSIsoft, Orders submitted by the assignee will be in accordance with OSIsoft's then current list price. Any attempted assignment or transfer of the Enterprise Licensed Software or this Enterprise Agreement, whether by operation of law, as a result of any change in control (as defined in paragraph 5.1) of Licensee or otherwise without complying with this Section shall be null and void.

5.3. <u>Scope of Enterprise Agreement.</u> Unless otherwise specified, this Enterprise Agreement supersedes all prior agreements, understandings or arrangements with respect to the subject matter hereof and any existing OSIsoft software products within Licensee's possession or control shall be subject to the terms and conditions of the SLA and this Enterprise Agreement, as applicable. Any pricing provided herein cannot be combined with any other discounts including, without limitation, any discounts for volume purchases. OSIsoft may refuse any Orders submitted by Licensee or a Licensee Affiliate pursuant to any other pricing agreement, understanding or arrangement.

5.4. <u>Marketing Participation.</u> Licensee agrees to send a management representative to an OSIsoft User's Conference occurring within twelve (12) months following the Effective Date, or a subsequent User's Conference as mutually agreed, to present Licensee's use of the Enterprise Licensed Software. Licensee will provide reasonable information and cooperation to OSIsoft to provide OSIsoft with an understanding of Licensee's application of the Enterprise Licensed Software. OSIsoft may use Licensee's non-stylized name in its customer lists.

IN WITNESS WHEREOF, the parties have executed this Enterprise Agreement as of the Effective Date through their duly authorized representatives. Each individual signatory below hereby represents and warrants that they have full corporate power and authority to execute this agreement and bind the respective parties to the terms and conditions of this Enterprise Agreement.

OSIsoft, LLC   Licensee City of Santa Clara, dba
                                                                   Silicon Valley Power

Signature: _____   Signature: _____

Name: ____Robert Guilbault_____   Name: Deanna J, Santana_____

Title: _____COO_____   Title: City Manager_____

Date: _____6/20/18_____   Date: _____

ExhibitA
Initial Licensee Affiliates, Licensed Assets and Asset Capacities

Power Generation and Distribution Assets:

1) Site Name:	Fiber Central Office (FCO)	2) Site Name:	Trading Central Office (TCO)
Licensee Legal Name:	City of Santa Clara dba Silicon Valley Power	Licensee Affiliate Legal Name:	City of Santa Clara dba Silicon Valley Power
Contact Name, phone & email:	Tim Lynch, 408-615-6689 tlynch@svpower.com	Contact Name, phone & email:	Tim Lynch, 408-615-6689 tlynch@svpower.com
Physical Street Address:	████████████	Physical Street Address:	████████
City, State, Zip Code:	Santa Clara, CA 95050	City, State, Zip Code:	Santa Clara, CA 95050
Country:	USA	Country:	USA
Baseline No of Licensed Assets:	52,377 Electric Meters (maximum of 10 Data Streams per meter)	Licensed Asset Capacity:	Energy Trading Activities
3) Site Name:	Donald Von Raesfeld Power Plant (DVR)	4) Site Name:	Stony Creek Hydroelectric System
Licensee Affiliate Legal Name:	City of Santa Clara dba Silicon Valley Power	Licensee Affiliate Legal Name:	City of Santa Clara dba Silicon Valley Power
Contact Name, phone & email:	Tim Lynch, 408-615-6689 tlynch@svpower.com	Contact Name, phone & email:	Tim Lynch, 408-615-6689 tlynch@svpower.com
Physical Street Address:	████████	Physical Street Address:	██████
City, State, Zip Code:	Santa Clara, CA	City, State, Zip Code:	Santa Clara, CA
Country:	USA	Country:	USA
Licensed Asset Capacity:	147 MW	Licensed Asset Capacity:	11.63 MW
5) Site Name:	Cogeneration Plant #1	6) Site Name:	Gianera Generating Station
Licensee Affiliate Legal Name:	City of Santa Clara dba Silicon Valley Power	Licensee Affiliate Legal Name:	City of Santa Clara dba Silicon Valley Power
Contact Name, phone & email:	Tim Lynch, 408-615-6689 tlynch@svpower.com	Contact Name, phone & email:	Tim Lynch, 408-615-6689 tlynch@svpower.com
Physical Street Address:	██████	Physical Street Address:	████████
City, State, Zip Code:	Santa Clara, CA	City, State, Zip Code:	Santa Clara, CA
Country:	USA	Country:	USA
Licensed Asset Capacity:	7 MW	Licensed Asset Capacity:	49.5 MW

(Exhibit A continued next page)

Eligible Silicon Valley Power Substation Assets		
TRANSMISSION SUBSTATIONS		
Operating Company "SVP"=Silicon Valley Power (Licensee)	**Name**	**Location (City of Santa Clara, CA)**
SVP	Kifer Receiving Station	███████████
SVP	Northern Receiving Station	███████████
SVP	Duane Electric Substation	███████
SVP	Scott Receiving Substation	███████████
SVP	Northern Receiving 230Kv Station	███████████
SVP	Silicon Valley Power Switching Station	██████████████
Total:		
DISTRIBUTION SUBSTATIONS		
Operating Company	**Name**	**Location (City of Santa Clara, CA)**
SVP	Agnew Electric Substation	██████████
SVP	Brokaw Electric Substation	█████████
SVP	CCA Electric Substation	██████████
SVP	Central Electric Substation	███████
SVP	De La Cruz Junction Substation	████████
SVP	Fiberglas Electric Substation	███████
SVP	Homestead Electric Substation	██████████
SVP	Juliette Electric Substation	███████
SVP	Kenneth Substation	███████████
SVP	Lafayette Electric Substation	█████████
SVP	Mathew Electric Substation	█████████
SVP	Mission Electric Substation	███████████████
SVP	Norman Avenue Junction Substation	█████████
SVP	Northwestern Electric Substation	███████████
SVP	Orland Junction Substation	██████████
SVP	Palm Substation	███████████
SVP	Raymond Substation	██████████
SVP	Serra Electric Substation	███████████
SVP	Fairview Substation	████████████
SVP	Uranium Electric Substation	████████
SVP	Walsh Electric Substation	███████
SVP	Zeno Electric Substation	████████████
Total:		

GENERATION SUBSTATIONS		(City of Santa Clara, CA)
SVP	Cogeneration Plant No. 1	██████████
SVP	Don Von Raesfeld Power Plant	██████████
SVP	Gianera Power Plant	█████████
SVP	Stony Gorge Hydroelectric Plant	███████████
SVP	Black Butte Hydroelectric Plant	███████████
SVP	High Line Hydroelectric Plant	██████████
SVP		
Total:		

Initial Number of Meters: 54,309 by City of Santa Clara dba Silicon Valley Power on Effective Date

Exhibit B

INSURANCE COVERAGE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall purchase and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A.   COMMERCIAL GENERAL LIABILITY INSURANCE

    1.   Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

        $1,000,000 each occurrence
        $1,000,000 general aggregate
        $1,000,000 products/completed operations aggregate
        $1,000,000 personal injury

    2.   Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

    3.   The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

        a.   Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

        b.   There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

        c.   Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B.   BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01, with minimum policy limits of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

C.   WORKERS' COMPENSATION

    1.   Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars ($1,000,000) policy limit Illness/Injury by disease, and one million dollars ($1,000,000) for each Accident/Bodily Injury.

    2.   The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage,

compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3.   This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D.   COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1.   Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2.   Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3.   Cancellation.

   a.   Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b.   Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4.   Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E.   ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1.   Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements

of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. **EVIDENCE OF COVERAGE**

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, purchase and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. **EVIDENCE OF COMPLIANCE**

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

> EBIX Inc.
> City of Santa Clara [*insert City department name here]
> P.O. 12010-S2   or   151 North Lyon Avenue
> Hemet, CA 92546-8010   Hemet, CA 92543
>
> Telephone number: 951-766-2280
> Fax number: 770-325-0409
> Email address: ctsantaclara@ebix.com

H. **QUALIFYING INSURERS**

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

Cert of Insurance for Cert of Insurance for
Encl: Certificate of Insurance (embedded PDF document) OSIsoft LLC 2017-201 OSIsoft LLC 2018-201

(current year's certificate of insurance is also available at https://osisoft.com/legal-notices)