

**AMENDMENT THREE  
TO THE  
ENERGYAXIS SUPPLY CONTRACT  
BETWEEN  
ELSTER SOLUTIONS, LLC  
AND  
CITY OF OCALA**

**THIS AMENDMENT THREE** to that certain EnergyAxis Supply Contract dated July 1, 2008 between Elster Solutions, LLC, and the City of Ocala is effective this 1st day of January, 2014 ("Effective Date").

**WHEREAS**, Elster Solutions, LLC a Delaware limited liability company with its principal place of business at 208 S. Rogers Lane, Raleigh, NC 27610, USA ("Elster" or "Licensor") and the City of Ocala, a Florida municipal corporation organized under the laws of Florida, having its principal place of business at 110 SE Watula Ave, Ocala FL 34471, USA ("City" or "Licensee"), collectively the "Parties" and individually the "Party", entered into an EnergyAxis Supply Contract ("Contract") together with a Software License Agreement, Exhibit A, and System Maintenance Agreement, Exhibit B, (the "Agreements") on July 1, 2008, for delivery of system hardware, software and services in support of the successful implementation and deployment of Elster's EnergyAxis Advanced Metering Infrastructure (AMI) system for the City of Ocala.

**WHEREAS**, the Parties agree that the duties and responsibilities defined in the Supply Contract are complete or soon will be complete, and the Contract will end except that the Software License Agreement, Exhibit A, and System Maintenance Agreement, Exhibit B, will survive and remain in effect as per their individual requirements.

**WHEREAS**, the Parties further acknowledge that Elster has recently updated and improved its EnergyAxis software license and system support processes to better serve its customers, moving from processor based fees to system based fees while extending support for major system releases and incorporating third party software upgrades in the base EnergyAxis system without adding upgrade fees, and

**WHEREAS**, Elster is offering to replace the City's existing Software License and System Maintenance Agreements with new Agreements to afford the City an opportunity to take advantage of Elster's new software license and system support process upgrades, and

**WHEREAS**, the City of Ocala has elected to pursue this opportunity.

**NOW THEREFORE**, in consideration of the foregoing recitals, the covenants and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1) **Exhibit A, Software License Agreement, effective July 1, 2008, is hereby deleted in its entirety and replaced with revised Exhibit A, System License Agreement ("SLA") attached hereto.**

The SLA license fee structure is described in Appendix A-2. License fees are due and payable in accordance with SLA Section 6, License Fees and Payment, and Appendix A-4, System License Fees Summary.

- 2) **Exhibit B, System Maintenance Agreement, effective July 1, 2008, is hereby deleted in its entirety and replaced with revised Exhibit B, System Maintenance Agreement ("SMA") attached hereto.**

The SMA maintenance fee structure is described in Appendix B-1. Annual maintenance fees are due and payable in accordance with Section 4, Fees, and Appendix B-4, System Maintenance Fees Summary.

**3) Equipment Maintenance Agreement**

**Add two handheld units, serial number UM91814 and UM91823.**

ALL REMAINING OR SURVIVING TERMS AND CONDITIONS OF THE CONTRACT ARE UNCHANGED AND SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF the Parties have authorized their representatives to execute this Amendment effective as of the "Effective Date" first written above.

**CITY OF OCALA**

**ELSTER SOLUTIONS, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Robert Henes

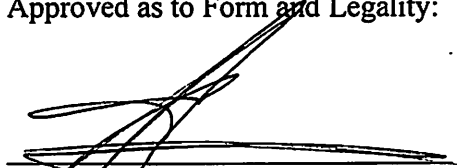
Title: \_\_\_\_\_

Title: VP, Contracts and Proposals

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form and Legality:

  
\_\_\_\_\_  
Patrick G. Gilligan, City Attorney