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**SCHNEIDER ELECTRIC SMART GRID SOLUTIONS, LLC  
SMALL UTILITY  
ENTERPRISE LICENSE AGREEMENT**

This Small Utility Enterprise License Agreement is a License Agreement and not an Agreement for Sale. This Enterprise License Agreement (ELA) is between **the City of Ocala** (Licensee), whose address is given in Exhibit 1, Registered Licensee Information annexed hereto, and **Schneider Electric Smart Grid Solutions, LLC** (Schneider Electric) and is effective (Effective Date) as of the date of signature of this ELA and receipt of Licensee's Purchase Order citing this signed ELA. The ELA grants Licensee certain limited rights to use specific proprietary Schneider Electric Enterprise Software and Related Materials (Software and Related Materials) and receive maintenance and support over a limited, fixed period of time from the Effective Date of this ELA. All rights not specifically granted in this ELA are reserved to Schneider Electric.

This ELA constitutes the sole and entire agreement of the parties as to the subject matter set forth herein. This ELA supersedes any different or additional terms or conditions in or with any Licensee Purchase Order and the terms of this ELA shall govern.

This ELA supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to such subject matter, which is the licensing of the Enterprise Software. Except as provided in Article 12.b, any modifications or amendments to this ELA must be in writing and signed by an authorized representative of each party.

**ARTICLE 1  
DEFINITIONS**

As used herein, the following words, phrases or terms in this ELA shall have the following meanings:

“Deploy”, “Deployed”, or “Deployment” means to redistribute and install or the redistribution and installation of the Enterprise Software or its having been redistributed and installed by Licensee on Licensee's hardware.

“Enterprise Software” means the actual copy of all or any portion of the computer programs delivered, inclusive of backups, updates or merged copies of the specific Schneider Electric software products identified in Exhibit 2.

“ELA Fees” means the fees set forth in Exhibit 3, ELA Fee Schedule.

“Hardware Key/License Manager” means the device and/or software program that administers the distribution of the licensed number of Enterprise Software copies of requesting end users.

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“Licensed Configuration” means the Licensee’s specific computer networks and/or computer systems which are licensed to use the Software, as designated through the internet website url: [http://www.telvent-gis.com/support/download\\_form.shtml](http://www.telvent-gis.com/support/download_form.shtml).

“Related Materials” means all of the printed materials, user and specification documentation, training documentation, and other material, if any, specifically identified for use in conjunction with the confidential Enterprise Software supplied by Schneider Electric under this ELA.

## ARTICLE 2 GRANT OF LICENSE AND RESERVATION OF OWNERSHIP

**a. Grant of License and Retention of Rights.** Schneider Electric hereby grants to Licensee a limited term, personal, non-exclusive, nontransferable license to use the Enterprise Software and Related Materials pursuant to the terms and conditions of this ELA. From the date of receipt, Licensee agrees to protect the Enterprise Software and Related Materials from any unauthorized use, reproduction, distribution or publication. Schneider Electric retains exclusive title and ownership of any copy of the Enterprise Software and Related Materials licensed under this ELA.

**b. License Management.** Schneider Electric employs a License Manager to limit use of the licensed Enterprise Software to specific computer networks and/or computer systems. As each configuration of computer networks and/or computer systems may be unique, Licensee agrees to conform its use of the Enterprise Software to the Licensed Configuration. The Licensed Configuration is incorporated herein by this reference, inclusive of any written modifications approved by Schneider Electric. Licensee is required to update its Licensed Configuration to reflect current use of Enterprise Software for license management purposes.

**c. Audit.** The terms and conditions in this Small Utility ELA offer are for utilities with a total customer count that falls between 50,001 and 100,000 customers. By entering into this Agreement, Licensee confirms its organization's customer count falls within this range. During the term of this ELA, Schneider Electric or its designated agent may inspect Licensee’s facilities and records to verify Licensee’s compliance with this ELA. Any such inspection will take place only during Licensee’s normal business hours and upon no less than ten (10) days prior written notice from Schneider Electric. Schneider Electric will give Licensee written notice of any non-compliance with the Licensed Configuration.

## ARTICLE 3 COPYRIGHT

The Enterprise Software and Related Materials are owned by Schneider Electric and are protected by United States copyright laws and applicable international treaties and/or conventions. Licensee may not export the Enterprise Software and Related Materials into a country that does not have copyright laws that will protect Schneider Electric’s proprietary rights.

## ARTICLE 4 SCOPE OF USE

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**a. Permitted Uses.** The license grant permits the Licensee to do only each of the following:

- Licensee may install the Enterprise Software onto the computer systems designated by the Licensed Configuration.
- Licensee may use the Enterprise Software and Related Materials for its internal business and commercial operations only.
- Licensee may access and use any secure Schneider Electric website resources made available to Licensee for Licensee's internal use only, provided that Licensee follows Schneider Electric's terms of use policy specified therein. All password or controlled access information provided by Schneider Electric shall be treated as Schneider Electric Confidential Information.
- Licensee may make only one copy of the Enterprise Software for archival and disaster recovery purposes unless the right to make additional copies is granted to Licensee in writing by Schneider Electric.

**b. Uses Not Permitted.** The Licensee has no rights to:

- Licensee may not sell, rent, lease, sublicense, lend, time-share or transfer, in whole or in part, or provide unlicensed Third Parties access to prior or present versions of the Enterprise Software and Related Materials, any updates, or Licensee's rights under this ELA.
- Licensee may not reverse engineer, decompile or disassemble the Software, or make any attempt to unlock or bypass the License Manager.
- Licensee may not alter, modify or create any derivative works of the Enterprise Software and/or Related Materials.
- Licensee may not make additional copies of the Enterprise Software and/or Related Materials.
- Licensee may not remove or obscure any copyright or trademark notices from the Enterprise Software and/or Related Materials.

**c. Use By Contractors:** A contractor of Licensee ("Contractor"), may be permitted to access the Enterprise Software under the following terms and conditions.

- The term "Contractor" refers to a person, not an employee of Licensee, which is contracted by Licensee and authorized to perform construction or other work on Licensee's behalf. No Contractor shall be an organization engaged in the development, licensing or implementation of a GIS design tool software product unless express written consent is obtained in advance from Schneider Electric.

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- No licensing rights will be provided to the Contractor. The license will remain licensed to the Licensee. When its Contractors use the Enterprise Software, Licensee will be responsible for ensuring a Contractor's use of the Enterprise Software in accordance with the terms of this ELA, and shall solely liable for any misuse of the Enterprise Software by Contractor.
- Any Contractor permitted to use the Enterprise Software by Licensee will use it for the sole benefit of Licensee, and only while working on-site at Licensee's facilities or by remotely accessing the Enterprise Software from Licensee's on-site computers or machines. The Enterprise Software may not be used by the Contractor to perform work for any other Licensee.
- Licensee will keep a written record of which Contractors are using the Enterprise Software. Schneider Electric may audit these records upon request, provided that such audits may not unreasonably interfere with Licensee's business and shall occur only during Licensee's normal hours of operation.
- If a Contractor that is using the Enterprise Software ceases to perform work for Licensee, then Licensee will ensure that the Contractor discontinues use of and access to the Enterprise Software.

Such limits shall apply to use of either a portion of or the entire Enterprise Software or Related Materials.

## **ARTICLE 5 PAYMENT**

Fees for the Enterprise Software and Related Materials (the "ELA Fees") will be identified in Exhibit 3. ELA Fees are stated in United States Dollars, must be paid in United States Dollars, and, unless otherwise specified in writing, do not include out-of-pocket expenses or shipping costs. Licensee will pay all ELA Fees and expenses, if any, no later than thirty (30) days from the date of an invoice.

Prices do not include any tariffs, taxes, duties or any other governmental levies (including, but not limited to, all present or future gross receipts, sales, use, ad valorem, revenue, excise, value-added (VAT), withholding, harmonized sales, digital services taxes, goods and services taxes or any other similar taxes; all present or future import, export, or any other similar duties; and any other tariff or surcharge now existing or hereafter imposed by governmental authorities upon Software and/or services "Levies"). Licensee shall be responsible for all such Levies incurred by Schneider Electric in connection with the provision of services and/or the licensing of Software or component or part of each of the foregoing. Any such Levies shall be chargeable to the Licensee on the applicable Service or Software invoice, unless Licensee furnishes Schneider Electric at the time of order with a properly completed exemption certificate(s) acceptable to the authorities imposing such Levies.

**ARTICLE 6**  
**TERM, TERMINATION, AND RENEWAL**

**a. Term:** The license granted by this ELA is for a term of three (3) months from the Effective Date, unless this ELA is terminated earlier as provided herein. The term of all licenses and the authorized period of use for all Enterprise Software Deployed shall be concurrent with the term of this ELA. No indefinite or perpetual term license grants are provided with this ELA.

**b. Termination By Government Entity:** For Government owned utilities only, either party may terminate this ELA for Lack of Funds. Lack of Funds is the inability of Licensee to secure appropriation of funds through the legislative or governing body's approval process for annual payments due.

**c. Termination For Cause:** Either party may termination this ELA for a material breach by the other party. The breaching party shall be given a period of ten (10) days from the date of written notice to cure any material breach. Notwithstanding the foregoing, the parties agree that any breach of this ELA may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Schneider Electric shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction.

**d. Termination for Convenience.** Should Licensee terminate this ELA for convenience, Licensee will be required to continue paying the ELA Fees for the remainder of the ELA.

**e. Effect of Termination or Expiration:** Upon expiration or termination of this ELA, all Enterprise Software Deployed shall terminate. Licensee shall cease access and use of the Enterprise Software and uninstall, remove, and destroy all Deployed Enterprise Software and any whole or partial copies, modifications, media, or merged portions in any form and execute and deliver evidence of such actions to Schneider Electric. All Enterprise Software maintenance services shall also terminate.

**f. Renewal:** Upon expiration of this ELA, the parties will evaluate Licensee's requirements. Any renewal ELA will be offered in accordance with license terms and conditions and pricing then in effect and based upon Licensee's then current meter count.

**ARTICLE 7**  
**ASSIGNMENT**

Licensee shall not assign this ELA or Licensee's rights hereunder without the prior written consent of Schneider Electric. Any purported assignment without such consent shall be null and void.

**ARTICLE 8**  
**MERGER, DIVESTITURE OR ACQUISITION**

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**a. Merger or Acquisition.** Should Licensee acquire, be acquired by, or merge with another business entity after the date of execution of this License, Licensee shall promptly provide written notice to Schneider Electric. Any entities merged with or acquired by Licensee may join the ELA as additional users upon mutual written agreement of the parties only if the new cumulative meter count does not exceed the maximum meter count to qualify for the Small Utility ELA program. If the new cumulative meter count moves Licensee into a higher pricing tier within the Small Utility ELA program, an increase in the ELA Fees will be negotiated by the parties. If the new cumulative meter count exceeds the limit for the Small Utility ELA program, this ELA shall be considered terminated and a new pricing model shall be negotiated and applied.

**b. Divestiture.** Should any portion of the Licensee's organization be sold or divested, all Enterprise Software and/or Related Materials used by the divested entity must either be uninstalled or transferred to the Licensee in a prompt manner. If the divested entity wishes to continue using any portion of the Enterprise Software, Schneider Electric and the divested entity shall enter into a mutually agreed upon agreement between the parties. Additional fees shall apply to the continued use of the Enterprise Software by the divested entity.

## ARTICLE 9 LIMITED WARRANTY AND DISCLAIMER

**a. Limited Warranty.** Schneider Electric warrants that the unaltered Enterprise Software and media, under normal use, will conform substantially to the Related Materials and will be free from defects in materials and workmanship for a period of ninety (90) days from the date of issue of the software download password or of the license file(s), whichever is first.

**b. General Disclaimer.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY ABOVE, Schneider Electric DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE ENTERPRISE SOFTWARE AND RELATED MATERIALS.

**c. Data Disclaimer.** LICENSEE ASSUMES ALL RESPONSIBILITY FOR THE QUALITY AND ACCURACY OF DATA USED IN CONJUNCTION WITH THE SOFTWARE LICENSED UNDER THIS ELA. SCHNEIDER ELECTRIC MAKES NO WARRANTY WITH RESPECT TO THE DATA. Without limiting the generality of the preceding sentence, Schneider Electric does not warrant that the data will meet Licensee's needs or expectations, the use of the data will be uninterrupted, or that all nonconformities can or will be corrected. Licensee should always verify its data including, but not limited to, map, spatial, raster, and tabular information, against its own records.

**d. Internet Disclaimer.** THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS, AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (iii) NONE OF THE PARTIES SHALL BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR

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POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE WEB SERVICES.

**e. Exclusive Remedy.** During the warranty period, Schneider Electric's entire liability and Licensee's exclusive remedy shall be, at Schneider Electric's option, to attempt to correct or work around errors, to replace the Enterprise Software and Related Materials in accordance with the Schneider Electric Maintenance and Support Policy, or to return the license fees paid and terminate the ELA upon the Licensee uninstalling and returning the Enterprise Software and Related Materials to Schneider Electric with a copy of Licensee's receipt.

## ARTICLE 10 ENTERPRISE SOFTWARE MAINTENANCE

ELA Maintenance for Enterprise Software provided under this ELA is included with the ELA Fee. ELA Maintenance consists of Enterprise Software and/or Related Materials, updates, and access to technical support and other benefits specified in the Schneider Electric Maintenance Support Services Policy (please see <https://myarcfm.schneider-electric.com/myarcfm/s/maintenance-policy> for specific terms of reference), as modified by this Article 9. Notwithstanding the foregoing, any terms and conditions included in the Maintenance Support Services Policy, especially those related to price, term and renewal, that differ from those contained herein, shall not apply to the ELA Maintenance. This ELA takes precedence over the Maintenance Support Services Policy.

▪ **Tier 1 Support Provided by Licensee**

- (1) Licensee shall provide Tier 1 Support through the Tier 1 Help Desk to all Licensees authorized users.
- (2) The Tier 1 Help Desk shall use analysts fully trained in the Enterprise Software they are supporting.
- (3) 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.
- (4) Tier 1 Support analysts shall be the initial points of contact for all questions and 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.
- (5) If the Tier 1 Help Desk can not resolve the Incident, an authorized Tier 1 Help Desk individual may contact Schneider Electric Technical Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensees.
- (6) Tier 1 Help Desk individuals identified by Licensee are the only individuals authorized to contact Schneider Electric directly for Tier 2 Support. Licensee may revise named individuals by written notice.

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- **Tier 2 Support Provided by Schneider Electric**

- (1) Schneider Electric shall log the calls received from the Tier 1 Help Desk individuals.
- (2) Schneider Electric shall attempt to resolve the Incidents by assisting the Tier 1 Help Desk individuals.
- (3) When the Incident is resolved, Schneider Electric shall communicate the information to the Tier 1 Help Desk individuals, and the Tier 1 Help Desk shall disseminate the resolution to the Licensee.
- (4) Schneider Electric may, at Schneider Electric's sole discretion, make patches, hot fixes, or updates available for downloading from Schneider Electric's web site or deliver them on via email.

## ARTICLE 11 LIMITATION OF LIABILITY

**a. Disclaimer of Certain Types of General Liability.** SCHNEIDER ELECTRIC SHALL IN NO EVENT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; BUSINESS EXPENDITURES; INVESTMENTS; OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS ELA OR USE OF THE ENTERPRISE SOFTWARE, OR RELATED MATERIALS, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT SCHNEIDER ELECTRIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**b. Limitation of Liability.** FOR ALL EVENTS AND CIRCUMSTANCES, SCHNEIDER ELECTRIC'S TOTAL CUMULATIVE AND AGGREGATE LIABILITY ARISING OUT OF THIS ELA, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, WILL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT EXCEED THE AMOUNTS PAID TO Schneider Electric DURING THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY.

## ARTICLE 12 INDEMNITY AGAINST INFRINGEMENT

**a. Indemnification.** Schneider Electric, at its own expense, shall (i) defend Licensee against a Claim and (ii) pay costs, damages and/or attorneys fees that are included in a final judgment against Licensee (without right of appeal) or in a settlement approved by Schneider Electric that are attributable to an unaffiliated third party's claim that the Enterprise Software and Related Materials furnished under this ELA infringe a U. S. Copyright ("Claim"). As conditions precedent to Schneider Electric's obligations to Licensee under Article 12a., Licensee must comply with the following conditions. Licensee must (1) notify Schneider Electric promptly, but in no event later than ten (10) days of receipt of any Claim for which relief is sought under this ELA (including evidence of the Claim brought); (2) provide Schneider Electric with the right to control and

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conduct the defense of the Claim with counsel of its choice and to settle such Claim at Schneider Electric's sole discretion; and (3) cooperate with Schneider Electric in the defense of the Claim.

**b. Remedies.** As to any Enterprise Software and Related Materials that are or in the opinion of Schneider Electric may become subject to a claim of infringement, Schneider Electric, at its option, will obtain the right for Licensee to continue using the Enterprise Software and Related Materials or replace or modify the Enterprise Software and Related Materials so as to make them non-infringing. If Schneider Electric determines that neither remedy is commercially practical, then Schneider Electric may terminate the ELA without further liability under this paragraph, and if the infringing items are returned to Schneider Electric, Licensee shall be refunded the ELA fees, prorated over a three month period.

**c. Alterations by Licensee.** If Licensee extends, alters, modifies, or creates any derivative works of the Enterprise Software and Related Materials or breaches this ELA in any way, Schneider Electric will not indemnify nor defend Licensee from any infringement claim resulting from any of these modifications or alterations. Licensee, at its own expense, shall defend and indemnify Schneider Electric from all claims, damages, legal fees, and costs of whatsoever kind or nature arising out of any infringement in connection with Licensees performance of such modification or alteration to the Enterprise Software and Related Materials.

THIS SECTION STATES SCHNEIDER ELECTRIC'S ENTIRE OBLIGATION TO LICENSEE AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR COPYRIGHT INFRINGEMENT.

### ARTICLE 13 CONFIDENTIALITY

**a. Confidentiality Requirement.** Licensee acknowledges that the Software and Related Materials constitutes the proprietary and confidential information of Schneider Electric. Without the prior written approval of Schneider Electric, Licensee shall not disclose any confidential information to any third party or allow any person to have access to the Software and Related Materials or any portion thereof except for such of its employees and Contractors who:

- (i) need access to such information for purposes related to their employment with Licensee;
- (ii) have been informed of the Licensee's obligation of confidence under this Agreement; and
- (iii) are subject to either a binding and enforceable agreement with Licensee to be bound by such obligation of confidence or a written agreement of confidentiality directly with Schneider Electric.

**b. Exceptions.** The obligations of this provision shall not apply to information:

- (i) which was in Licensee's possession without any obligation of confidentiality prior to the disclosure thereof by Schneider Electric to Licensee and was not acquired by Licensee directly or indirectly from Schneider Electric;

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- (ii) which is or later becomes a matter of public knowledge without any fault or negligence on the part of Licensee;
- (iii) which Licensee receives without any obligation of confidentiality from a third party who is rightfully in possession of such information; or
- (v) which Licensee is required by law to disclose.

**c. Remedies for Breach.** Licensee acknowledges and agrees that disclosure of any of the confidential information of Schneider Electric would cause serious and irreparable harm to Schneider Electric which could not adequately be compensated for in damages and, in the event of a breach, or an anticipated breach, by Licensee of any of the provisions of this Agreement, Licensee hereby consents to an injunction being issued against it restraining it from such anticipated breach or any further breach of such provision (as applicable), but such action shall not be construed so as to be in derogation of any other remedy which may be available in the event of such breach or anticipated breach. Licensee shall immediately notify Schneider Electric of any unauthorized possession, use or knowledge of Schneider Electric's confidential information which becomes known to a responsible officer of Licensee.

## ARTICLE 14 GENERAL PROVISIONS

**a. Export Control.** The deliverables provided by Schneider Electric under this Agreement contain or may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. Licensee acknowledges and agrees that the supply, assignment and/or usage of the products, software, services, information, other deliverables and/or the embedded technologies (hereinafter referred to as "Deliverables") under this Agreement shall fully comply with related applicable US, EU and other national and international export control laws and/or regulations.

Unless applicable export license/s has been obtained from the relevant authority and Schneider Electric has approved, the Deliverables shall not (i) be exported and/or re-exported to any destination and party (may include but not limited to an individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. Licensee also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems or unmanned air vehicles; nor be used in any nuclear weapons delivery systems; and will not be used in any design, development, production or use for any weapons which may include but not limited to chemical, biological or nuclear weapons.

If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit Schneider Electric from fulfilling any order, or would in Schneider Electric's judgment otherwise expose Schneider Electric to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, Schneider Electric shall be excused from all obligations under such order and/or this Agreement.

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**b. Future Versions:** Updated or new Enterprise Software may require additional or revised terms and conditions. Schneider Electric will provide notice of the revisions to Licensee in writing. The revisions shall be incorporated into this ELA upon such written notice to Licensee. Should Licensee reject the revisions, then Licensee shall not install or use the revised, updated, or new Enterprise Software.

**c. OEM Licenses:** If Licensee obtains Software or Related Materials or any component thereof as part of an original equipment manufacturer (OEM) software program or product developed and licensed by an OEM business partner of Schneider Electric, Licensee shall not be entitled to or seek any discount from the OEM business partner or Schneider Electric, directly or indirectly, as a result of or based on the availability of such Software or Related Materials, as Enterprise Software under this ELA. In addition, such Software and Related Materials, or any component thereof included in the OEM software program or product will be licensed through the license agreement provided by the OEM business partner and not through this ELA.

**d. Product Obsolescence.** During the term of this ELA, some Enterprise Software items may become obsolete, may no longer be commercially offered, or may no longer be available for unlimited quantity Deployment. Licensee may continue to use such Enterprise Software that has been Deployed for the term of the ELA, but updates for such obsolete Enterprise Software may not be available. Schneider Electric's Product Life Cycle Support Policy, available at <https://myarcfm.schneider-electric.com/myarcfm/s/article/Product-Life-Cycle-Support-Policy> defines the support phases and overall support plans. ELA Maintenance shall be subject to the Product Life Cycle Support Policy.

**e. Purchase Orders:** Licensee shall issue a Purchase Order upon execution of the ELA and annually thereafter in accordance with the payment schedule. Payment shall be due and payable within thirty (30) days of the anniversary date of the Effective Date, with the initial payment due within thirty (30) days of execution of the ELA. All Purchase Orders shall include the following language "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE SCHNEIDER ELECTRIC SMALL UTILITY ELA, AND ANY DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS IN OR WITH THIS PURCHASE ORDER SHALL NOT APPLY".

**f. Endorsement and Publicity:** This ELA shall not be construed or interpreted as an exclusive dealings agreement or an endorsement of Schneider Electric by Licensee. Licensee agrees that upon execution of this ELA, Schneider Electric may publicize the existence of this ELA with Licensee.

**g. Severability:** If any provision or portion of a provision of this ELA is held invalid or unenforceable, the remainder of the ELA shall not be affected, and the remaining terms will continue in effect and be binding on the Parties, provided that such holding of invalidity or unenforceability does not materially affect the essence of the ELA.

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**h. No Implied Waivers:** No failure or delay by Schneider Electric in enforcing any right or remedy under this ELA shall be construed as a waiver of any future or other exercise of such right or remedy by Schneider Electric.

**i. Order of Precedence:** Any conflict between the terms of this ELA and any Purchase Order or other terms shall be resolved in favor of the terms of this ELA.

**j. Governing Law:** This ELA, entered into in the County of Larimer, shall be construed and enforced in accordance with, and be governed by, the laws of the State of Colorado without reference to conflict of laws principles. The parties hereby consent to the personal jurisdiction of the courts of this county and waive their rights to change venue.

**k. Survival.** If this ELA is terminated for any reason, Articles 2, 3, 5, 9b, and 11 of this ELA will survive such termination.

**l. Entire Agreement and Amendments:** This ELA and the Attachments, which are incorporated by reference, constitute the sole and entire agreement of the parties as to the matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating hereto. Except as otherwise expressly provided herein, any Amendments to this ELA must be in writing and signed by an authorized representative of each party. The attachments are as follows:

Exhibit 1 -- Registered Client Information

Exhibit 2 – Enterprise Software

Exhibit 3 – ELA Fees Schedule

## ARTICLE 15 CYBERSECURITY

a. **Licensee’s Obligations for Its Systems.** Licensee is solely responsible for the implementation and maintenance of a comprehensive security program (“Security Program”) that contains reasonable and appropriate security measures and safeguards to protect its computer network, systems, machines, and data (collectively, “Systems”), including those Systems on which it runs the Products or which it uses with the Services, against Cyber Threats. “Cyber Threat” means any circumstance or event with the potential to adversely impact, compromise, damage, or disrupt Licensee’s Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Licensee’s Systems, including any data, including through malware, hacking, or similar attacks.

Without limiting the foregoing, Licensee shall at a minimum:

(a) have qualified and experienced personnel with appropriate expertise in cybersecurity maintain Purchaser’s Security Program, and have such personnel regularly monitor cyber intelligence feeds and security advisories applicable to Licensee’s Systems or Purchaser’s industry;

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- (b) promptly update or patch its Systems or implement other appropriate measures based on any reported Cyber Threats and in compliance with any security notifications or bulletins, whether publicly disclosed on SE's security notification webpage at:

<https://www.se.com/ww/en/work/support/cybersecurity/security-notifications.jsp>

or otherwise provided to Purchaser;

- (c) regularly monitor its Systems for possible Cyber Threats;
- (d) regularly conduct vulnerability scanning, penetration testing, intrusion scanning, and other cybersecurity testing on its Systems; and
- (e) meet the recommendations of Schneider Electric's Recommended Cybersecurity Best Practices, available at <https://www.se.com/us/en/download/document/7EN52-0390/>, as may be updated by SE from time to time, and then-current industry standards.

**b. Purchaser's Use of the Products, Software, and Services.** Schneider Electric may release Updates and Patches for its Products, Software, and Services from time to time. Licensee shall promptly install any Updates and Patches for such Products, Software, or Services as soon as they are available in accordance with Schneider Electric's installation instructions and using the latest version of the Products or Software, where applicable. An "Update" means any software that contains a correction of errors in a Product, Software, or Service and/or minor enhancements or improvements for a Product, Software, or Service, but does not contain significant new features. A "Patch" is an Update that fixes a vulnerability in a Product, Software, or Service. Licensee understands that failing to promptly and properly install Updates or Patches for the Products, Software, or Services may result in the Products, Software, or Services or Licensee's Systems becoming vulnerable to certain Cyber Threats or result in impaired functionality, and Schneider Electric shall not be liable or responsible for any losses or damages that may result.

**c. Identification of Cyber Threats.** If Licensee identifies or otherwise becomes aware of any vulnerabilities or other Cyber Threats relating to the Products, Software, or Services for which Schneider Electric has not released a Patch, Purchaser shall promptly notify SE of such vulnerability or other Cyber Threat(s) via the Schneider Electric's Report a Vulnerability page at:

<https://www.se.com/ww/en/work/support/cybersecurity/report-a-vulnerability.jsp#Customers>)

and further provide Schneider Electric with any reasonably requested information relating to such vulnerability (collectively, "Feedback"). SE shall have a non-exclusive, perpetual and irrevocable right to use, display, reproduce, modify, and distribute the Feedback (including any confidential information or intellectual property contained therein) in whole or part, including to analyze and fix the vulnerability, to create Patches or Updates for its customers, and to otherwise modify its Products, Software, or Services, in any manner without restrictions, and without any obligation of attribution or compensation to Licensee; provided, however, Schneider Electric shall not publicly disclose Licensee's name in connection with such use or the Feedback (unless Licensee consents otherwise).

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By submitting Feedback, Licensee represents and warrants to Schneider Electric that Licensee has all necessary rights in and to such Feedback and all information it contains, including to grant the rights to Schneider Electric described herein, and that such Feedback does not infringe any proprietary or other rights of third parties or contain any unlawful information.

ARTICLE 16 COMPLIANCE

Schneider Electric is committed to the parties conducting business in an ethical manner aligned with Schneider Electric’s Trust Charter (Code of Conduct), and it requests that Licensee review the Trust Charter at Schneider Electric’s web site located at:

https://www.se.com/us/en/download/document/SchneiderElectric\_TrustCharter/.

In the event Customer has concerns related to ethics, compliance or Schneider Electric’s Principles of Responsibility, and/or any potential violations of these policies, Customer is encouraged to make use of Schneider Electric’s TrustLine. The TrustLine is Schneider Electric’s global helpline for external stakeholders. It is a confidential channel through which Customer can ask questions and raise concerns. Reports can be made using the link below:

https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html

IN WITNESS WHEREOF, the parties hereto have executed this ELA to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

ACCEPTED AND AGREED:

City of Ocala (Licensee)

Schneider Electric Smart Grid Solutions, LLC (Schneider Electric)

Signed by: Janice Mitchell Authorized Signature

Signed by: Drew Ditter Authorized Signature

Printed Name: Janice Mitchell

Printed Name: Drew Ditter

Title: CEO

Title: Global Operations Director

Date: 5/20/2026

Date: 5/21/2026

Approved as to form and legality:

Signed by: William E. Sexton, Esq. 4A55AB8A8ED04F3...

*Small Utility ELA*

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**EXHIBIT 1**  
Registered Client Information

**Client Name:**

\_\_\_\_\_  
\_\_\_\_\_

**Ship Original Software To:**

\_\_\_\_\_  
\_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Primary Contact:**

\_\_\_\_\_

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

**Client's Contract Administrator's Name:**

\_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Bill To:**

\_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

**Note: This will be assumed to be a taxable transaction unless the following documentation is provided upon execution of this license:**

1. Direct Pay Certification  
No. \_\_\_\_\_ and a copy of the applicable state documentation, or
2. A copy of your Tax Exemption Certificate.

*Small Utility ELA*

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**EXHIBIT 2**  
**Enterprise Software**

The ELA includes unlimited quantities of the following Schneider Electric proprietary software:

- ArcFM
- ArcFM Editor XI
- ArcFM Viewer
- ArcFM Mobile
- Designer
- Designer XI
- Designer Express· Network Adapter
- Fiber Manager
- Fiber Manager XI
- ArcFM Viewer with Redliner
- ArcFM Viewer with Inspector
- ArcFM Web
- ArcFM Geodatabase Manager XI
- Wavepoint
- Conduit Manager

Any additional Schneider Electric software that is not included in the list above that Licensee wishes to obtain during the term of this ELA, whether such software exists at the time of signing this ELA or not, shall be available to Licensee under a separate agreement and at an additional price.

*Small Utility ELA*

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**Exhibit 3  
ELA Fees Schedule**

Licensee shall pay the following ELA Fees for the duration of the agreement. Payment shall be due within 30 days of receipt of an invoice from Schneider Electric.

	June 1, 2026 – August 31, 2026
<b>Total Annual Fee</b>	<b>\$15,879.20</b>

## Certificate Of Completion

Envelope Id: 20C00DF3-F33B-85AB-836C-F51ED1B1AAE4  
 Subject: SIGNATURE: SUELA Extension 2026 (ELE/09-003)  
 Source Envelope:  
 Document Pages: 17  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:  
 Patricia Lewis  
 110 SE Watula Avenue  
 City Hall, Third Floor  
 Ocala, FL 34471  
 plewis@ocalafl.org  
 IP Address: 216.255.240.104

## Record Tracking

Status: Original  
 5/19/2026 11:36:37 AM  
 Security Appliance Status: Connected

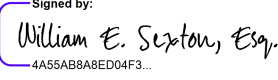
Holder: Patricia Lewis  
 plewis@ocalafl.org  
 Pool: StateLocal

Location: DocuSign

## Signer Events

William E. Sexton, Esq.  
 wsexton@ocalafl.gov  
 City Attorney  
 Security Level: Email, Account Authentication  
 (None)

## Signature

Signed by:  
  
 4A55AB8A8ED04F3...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 216.255.240.104

## Timestamp

Sent: 5/20/2026 1:44:41 PM  
 Viewed: 5/20/2026 2:12:37 PM  
 Signed: 5/20/2026 2:14:27 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 9/15/2023 9:02:35 AM  
 ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b


Janice Mitchell  
 jmitchell@ocalafl.org  
 CFO  
 City of Ocala  
 Security Level: Email, Account Authentication  
 (None)

Signed by:  
  
 55198B43858A4E1...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 38.34.227.194  
 Signed using mobile

Sent: 5/20/2026 2:14:28 PM  
 Viewed: 5/20/2026 8:28:37 PM  
 Signed: 5/20/2026 8:29:06 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 5/20/2026 8:28:37 PM  
 ID: 23a69c9c-cd24-415d-9480-a93becaef7e0

Drew Ditter  
 drew.ditter@se.com  
 Global Operations Director  
 Security Level: Email, Account Authentication  
 (None)

Signed by:  
  
 0B6AF4B148AE4A7...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 165.225.58.228

Sent: 5/20/2026 8:29:07 PM  
 Viewed: 5/21/2026 11:13:26 AM  
 Signed: 5/21/2026 6:38:42 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 5/21/2026 11:13:26 AM  
 ID: 6f1d66a2-fd2b-4c50-b2dd-7b18e3b544bd

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Certified Delivered	Security Checked	5/21/2026 11:13:26 AM
Signing Complete	Security Checked	5/21/2026 6:38:42 PM
Completed	Security Checked	5/21/2026 6:38:42 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact City of Ocala - Procurement & Contracting:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [contracts@ocalafl.org](mailto:contracts@ocalafl.org)

### **To advise City of Ocala - Procurement & Contracting of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [contracts@ocalafl.org](mailto:contracts@ocalafl.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from City of Ocala - Procurement & Contracting**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [contracts@ocalafl.org](mailto:contracts@ocalafl.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with City of Ocala - Procurement & Contracting**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [contracts@ocalafl.org](mailto:contracts@ocalafl.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.