
Amendment 3 Software License Agreement

Pursuant to the Software License Agreement (Agreement) between the City of Leesburg (Licensee) and Telvent USA LLC (Telvent), the parties now wish to modify the Agreement to renew the Enterprise License Addendum (“ELA”) for the specific Telvent Software as detailed below.

This Addendum shall only apply to Licensee and Licensee Affiliates described below. The Licensee Affiliates for whom this Addendum shall apply are:

- None

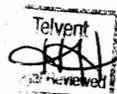
Should Licensee wish to include additional affiliates and/or subsidiaries in this Addendum for use of the ELA software, additional fees may apply.

The Telvent products to which Licensee shall have access to during the term of this Addendum 1 are as follows:

- ArcFM
- ArcFM Viewer
- Designer
- Designer Express
- Conduit Manager
- Network Adapter
- Fiber Manager
- ArcFM Viewer with Redliner
- ArcFM Viewer with Inspector
- ArcFM Server Standard (Production)
- ArcFM Server Standard (Staging)
- ArcFM Server Developer
- ArcFM Geodatabase Manager
- Responder for Electric for 20,000 customers*

*Licensee may use Responder only for the normal electric only outage management and operational tasks for which it is intended.

During the term of the ELA, Licensee shall have access to an unlimited number of the ELA software products listed above. Any misuse of the ELA software shall constitute a material breach of the Agreement.



Term and Renewal

This ELA shall have an effective date of June 1, 2014 and shall continue in effect for a period of three years from the effective date. Should Licensee wish to renew the ELA for an additional three year term, the price of the additional three year term will be negotiated by the parties prior to the expiration of this Addendum.

Should Licensee choose not to renew the ELA, the ELA Software shall roll over to a per seat basis at the end of the ELA term. Licensee may pay Telvent the standard annual maintenance and support price for each seat of the ELA Software it wishes to continue using. The number of seats Licensee will be entitled to continue using will be established based on the seats of ELA software in use at the expiration of the ELA.

Termination

This ELA may not be terminated by either party for convenience.

The Licensee is a municipally owned electric utility. Telvent understands and agrees this ELA is subject to the availability of funds to Licensee for payment of ELA annual fee. As used herein, a "non-appropriation" shall be defined as an occurrence wherein the Leesburg City Commission, in any fiscal period, does not allocate or approve funds in its budget for payment of the annual fee to Telvent. Upon non-appropriation, the Licensee may terminate this Agreement, with no further liability to Telvent, effective the first day of the affected term when:

- (a) a non-appropriation has occurred, and
- (b) the Licensee has provided Telvent with written notice of termination no less than thirty (30) days before the proposed termination date.

Upon the occurrence of such non-appropriation the Licensee shall not be obligated for payment of any annual payments due during the fiscal period for which funds have not been appropriated.

Upon termination by Telvent for material breach by the Licensee, all ELA software licenses shall be terminated and the full amount for the unpaid total ELA license fees will be due and payable by Licensee within thirty (30) days from the date of termination.

Pricing and Payment

The initial ELA shall be priced as follows.

	Year 1	Year 2	Year 3	Total
Total Annual Fee	\$46,700	\$35,000	\$35,000	\$116,700

These prices are quoted in United States Dollars and are exclusive of all taxes, duties, and fees. Furthermore, the prices set forth in the ELA do not include any ESRI software.

The Year 1 payment will be due within 30 days of the Effective Date. Payments for Years 2 and 3 will be due within 30 days of the anniversary date of the contract.

Additional Terms

- If Licensee wishes to acquire and/or maintain any Telvent software during the term of the agreement that is not included in this Addendum 1, it may do so separately from this ELA at the pricing that is generally available to Licensee for software and maintenance.
- Telvent technology that may be embedded in third-party products that may be acquired by Licensee are not included under this agreement.
- Licensee will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- Should Licensee acquire, be acquired by, or merge with another business entity, the ELA benefits will not be assumed by the acquiring, acquired, or merged entity unless approved in writing by Telvent. Additional fees will apply in order to account for any increased software count needs.
- If Licensee divests itself of a business unit during the term of the agreement, the divested business unit will be allowed to continue to use any previously-deployed Telvent software for 90 days after the divestiture. Telvent and the divested unit will work together to arrive at a satisfactory commercial arrangement for the continued use and support of the software.
- The organization will provide an annual report of installed software to Telvent.
- Licensee will act as a reference site and will permit Telvent to publicize its use of Telvent software and services.

[Signatures on Next Page]

ACCEPTED AND AGREED:

City of Leesburg
(Licensee)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Attest: _____

Telvent USA LLC
(Telvent)

By: _____
Authorized Signature

Printed Name: Drew Distal

Title: Director of Operations

Date: April 29, 2014

