



**TELVENT USA, LLC
SOFTWARE LICENSE AGREEMENT**

This is a License Agreement and not an Agreement for Sale. This License Agreement (Agreement) is between the City of Columbia, MO (Licensee), whose address is given in Exhibit 1, Registered Licensee Information annexed hereto, and Telvent USA, LLC (Telvent), and gives Licensee certain limited rights to use the proprietary Telvent Software and Related Materials (Software and Related Materials). All rights not specifically granted in this Agreement are reserved to Telvent. Licensee and Telvent are each individually referred to herein as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, in 2012, Licensee executed an agreement with Telvent for the License to use its electric mapping software, ArcFM, to assist in Licensee's operation of electric utility services;

WHEREAS, the Parties wish to enter into a new licensing agreement governing Licensee's use of this software;

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

**ARTICLE 1
DEFINITIONS**

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

With respect to the Responder Software and Related Materials, "Affiliate" means any commercial entity (including any entity acquired or created after the date of this Agreement) which, directly or indirectly, controls, or is controlled by, or is under common control with, Licensee. An entity shall be deemed to control another entity if such entity possesses, either directly or indirectly, the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract, or otherwise. Without limiting the foregoing, for purposes of this definition, beneficial ownership of 50% or more of the voting equity of an entity shall be deemed to constitute control of such entity. This Agreement shall only apply to Named Affiliates as described below. Licensee may have Affiliates not named in this Agreement, and for whom this Agreement does not apply. For the purposes of this Agreement, Named Affiliates are: NONE

“Software” means all or any portion of Telvent’s proprietary software products including backups, merged copies, and updates that may be provided by Telvent under this Agreement.

With respect to the Responder Software and Related Materials, “Site License” means a license to use software for its intended purpose to manage facilities, plant, and work processes owned by and within the current corporate boundaries of Licensee and its Named Affiliates. It provides authorization to install the software on all or some number of servers for a specified number of users at specified locations as well as make copies of the software for distribution within that jurisdiction. The Site License software is as described in the table below, and at the indicated price for purchase.

“Related Materials” means all of the printed materials, user and specification documentation, training documentation, and other material, if any, provided by Telvent for use with respect to the Software.

“Licensed Configuration” means the specific computer networks and/or computer systems where the Software installed and configured as designated by Licensee. Telvent’s Software shall be downloaded from the following website url: http://www.telvent-gis.com/support/download_form.shtml.

“Term License” means Software provided to Licensee for a limited period of time to be used for non-production purposes.

ARTICLE 2

RESERVATION OF OWNERSHIP AND GRANT OF LICENSE

a. Retention of Rights and License Grant. Telvent retains exclusive title and ownership of the Software and Related Materials licensed under this Agreement. Upon Licensee providing payment in full for the Software, Telvent grants to Licensee a perpetual (unless terminated as provided in Article 5), personal, non-exclusive, nontransferable license to use the Software and Related Materials pursuant to the terms of the Agreement. Licensee shall use reasonable efforts to protect the Software and Related Materials from unauthorized use, reproduction, distribution or publication.

c. License Management. Telvent employs a License Manager to limit use of the 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 Software to the Licensed Configuration. The Licensed Configuration is incorporated herein by reference, inclusive of any written modifications approved by Telvent. Licensee is required to update its Licensed Configuration to reflect current use of Software for license management purposes.

ARTICLE 3

COPYRIGHT

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

ARTICLE 4 SCOPE OF USE

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

- Licensee may install the Software onto the computer systems designated by the Licensed Configuration.
- Licensee may use the Software and Related Materials for its internal business and commercial operations only.
- Licensee may access and use any secure Telvent Web site resources made available to Licensee for Licensee's internal use only, provided that Licensee follows Telvent's terms of use policy specified therein. All password or controlled access information provided by Telvent shall be considered confidential information subject to Article 13 below.
- Licensee may make only one copy of the Software for archival purposes unless the right to make additional copies is granted to Licensee in writing by Telvent.
- Licensee may use the Responder client Software and Related Materials for its internal business and commercial operations only, limited to the normal electric only outage management and operational tasks for which it is intended.

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 Software and Related Materials, including any updates, or Licensee's rights under this Agreement.
- Licensee may not reverse engineer, decompile or disassemble the Software, or make any attempt to unlock or bypass the License Configuration.
- Licensee may not alter, modify or create any derivative works of the Software and Related Materials.
- Licensee may not make additional copies of the Software and Related Materials, except as permitted in Article 4a above.

- Licensee may not remove or obscure any copyright or trademark notices from the Software or Related Materials.
- Licensee may not use Responder client Software for production data maintenance, mapping, or viewing tasks normally executed through the use of ArcFM or ArcFM Viewer .

c. Use By Contractors: A contractor of Licensee may be permitted to use one or more of the licenses for the Software under the following terms and conditions.

- 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 ("Contractor"). 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 Telvent.
- No licensing rights will be provided to a Contractor. The Software will remain licensed to Licensee. When Contractors use the Software, Licensee will be responsible for ensuring the use of the Software in accordance with the terms of this Agreement.
- Any Contractor permitted to use the Software by Licensee will use the Software only to perform work on behalf of Licensee. The Software may not be used by the Contractor to perform work for any other third party.
- Licensee will advise each Contractor in writing of the terms of use for the Software. Each Contractor will acknowledge in writing that it understands and will abide by those terms.
- Licensee will require each Contractor to execute a nondisclosure agreement with Licensee in which the Contractor agrees to protect the Software from disclosure to third parties other than the Contractor and its employees.
- Licensee will keep a written record of which Contractors are using the Software. Telvent 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 Software ceases to perform work for Licensee, then Licensee will ensure that either (a) the Software and any Related Materials that have been provided to the Contractor are returned to Licensee, or (b) the Contractor certifies in writing that it has destroyed all copies of the Software and any Related Materials that have been provided to the Contractor.
- 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 or Outage Management software product unless express written consent is obtained in advance from Telvent.

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

ARTICLE 5 TERM LICENSES

a. Development Licenses. Telvent offers a Term License for development Software. Development Software may be used for testing, staging, and development purposes only. Licensee shall not use development licenses in its Production Environment. A Production Environment shall be defined as the use of the Software in an environment that includes Licensee's system of record database system for live business operations. Any use of the development Software in a production environment shall be deemed a material breach of the Agreement.

b. Evaluation Licenses. Telvent, at its sole discretion, may provide Licensee a Term License for Software to be used for evaluation purposes. Evaluation licenses are to be used in a non-production environment only.

ARTICLE 6 TERMINATION

The right to use the Software and Related Materials may be automatically terminated by Telvent without notice and without refund if Licensee fails to comply with any provision of this Agreement or contributes to any infringement of any proprietary rights in the Software or Related Materials. Upon termination of the Agreement, Licensee shall uninstall and return to Telvent the Software, Related Materials, including any whole or partial copies, codes, modifications, and merged portions in any form. Telvent may require that Licensee provide written certification that the Software has been uninstalled. All provisions which operate to protect the rights of Telvent shall remain in full force and effort after termination of the Agreement.

ARTICLE 7 ASSIGNMENT

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

With respect for the governance of Responder only, upon written approval from Telvent, Licensee may assign its rights and obligations hereunder to the other/s affiliate company provided such affiliate company agrees, in writing, to assume such Licensee's rights and obligations under the Agreement. The affiliate company to which the assignment is made will be responsible for payment of any addition in the site license fee, as provided in Article 7 below. As of the effective date of such assignment, the assigning Licensee shall have no further rights,

obligations or liability pursuant to this Agreement except its obligation to maintain the confidentiality of the Software and Related Materials.

ARTICLE 8 MERGER OR ACQUISITION

Should Licensee acquire, be acquired by, or merge with another business entity after the date of execution of the Agreement, Licensee shall notify Telvent in writing within a reasonable time. Successor entities shall be subject to the terms of the Agreement or will be required to stop use and return all Software and Related Materials. A separate license agreement (or an addendum to this Agreement) may be required in order to cover additional licenses that may be required due to the merger or acquisition. Licensee will be responsible to update its Licensed Configuration to reflect current use of Software for license management purposes.

Pricing and Payment. For the governance of Responder only, should merged or acquired affiliate companies, or current or future affiliate companies not named in this Agreement, elect to participate in the Software site license granted hereunder, an equitable adjustment of the site license fee will be made to accommodate the increase in number of copies of Software required. License fees will be billed upon receipt of Software.

ARTICLE 9 LIMITED WARRANTY AND DISCLAIMER

a. Limited Warranty. Telvent warrants the unaltered Software and media, under normal use, will conform substantially to the Related Materials and 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, TELVENT 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 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 AGREEMENT. TELVENT MAKES NO WARRANTY WITH RESPECT TO THE DATA. Without limiting the generality of the preceding sentence, Telvent 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. Exclusive Remedy. During the warranty period, Telvent's entire liability and Licensee's exclusive remedy shall be, at Telvent's option, to attempt to correct or work around errors, to

replace the Software and Related Materials in accordance with the Telvent Maintenance and Support Policy (attached hereto in Exhibit 2), or to return the license fees paid and terminate the Agreement. Upon such termination, Licensee will uninstall and return the Software and Related Materials to Telvent and/or, upon written request by Telvent, provide written certification that the Software has been uninstalled.

ARTICLE 10 SOFTWARE MAINTENANCE

Telvent offers a one-year complimentary maintenance period that begins seven days from the date of issue of the Software download password or of the license file(s), whichever is first. Software maintenance and support beyond the complimentary period is available at the option of Licensee as specified in Telvent's Software Maintenance and Support Policy (please see Exhibit 2 for specific terms of reference.) Software maintenance and support, whether during the complimentary maintenance period or during another time period covered under a paid maintenance period, consists of Software and/or Related Materials, updates, and access to technical support and other benefits.

For the avoidance of doubt, the one-year complimentary maintenance period for Software that Licensee purchased prior to the signing of this Agreement, which is listed in Exhibit 3, has expired.

ARTICLE 11 LIMITATION OF LIABILITY

a. Disclaimer of Certain Types of General Liability. NEITHER PARTY SHALL IN ANY EVENT BE LIABLE TO THE OTHER PARTY 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 AGREEMENT OR USE OF THE SOFTWARE, OR RELATED MATERIALS, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

b. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, EXCEED THE AMOUNTS PAID TO TELVENT BY LICENSEE FOR SOFTWARE AND/OR RELATED MATERIALS PURSUANT TO THIS AGREEMENT. THIS LIMITATION SHALL NOT APPLY TO LICENSEE'S BREACH OF ARTICLE 2 OR ARTICLE 4 OF THIS AGREEMENT, OR EITHER PARTY'S BREACH OF ARTICLE 13.

ARTICLE 12 INDEMNITY AGAINST INFRINGEMENT

a. Indemnification. Telvent, at its own expense, shall defend and indemnify Licensee from all claims that the Software and Related Materials furnished under this Agreement infringe a U. S. Copyright, provided that Licensee gives Telvent prompt written notice of such claims and permits Telvent the sole right to control the defense of all such claims and provides Telvent all reasonable cooperation.

b. Remedies. As to any Software and Related Materials that are or in the opinion of Telvent may become subject to a claim of infringement, Telvent, at its option, will obtain the right for Licensee to continue using the Software and Related Materials or replace or modify the Software and Related Materials so as to make them non-infringing. If neither of such alternatives is commercially practical, the infringing items shall be returned to Telvent and Telvent's sole liability shall be to refund license fees paid by Licensee prorated over a five (5) year period.

c. Alterations by Licensee. If Licensee extends, alters, modifies, or creates any derivative works of the Software and Related Materials or breaches this Agreement in any way, Telvent will not indemnify nor defend Licensee from any infringement claim resulting from the unauthorized modifications or alterations.

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

ARTICLE 13 CONFIDENTIALITY

a. Confidentiality Requirement. Licensee is a public body and subject to Chapter 610 of the Missouri Revised Statutes, which is commonly referred to as the Missouri Sunshine Law. Parties agree that this Agreement shall be interpreted in accordance with the Missouri Sunshine Law, as amended. Licensee also acknowledges that the Software and Related Materials constitute the proprietary and confidential information of Telvent. Without the prior written approval of Telvent, 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 Telvent.

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 Telvent to Licensee and was not acquired by Licensee directly or indirectly from Telvent;
- (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 Telvent would cause serious and irreparable harm to Telvent 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 Telvent of any unauthorized possession, use or knowledge of Telvent's confidential information which becomes known to a responsible officer of Licensee.

ARTICLE 14 GENERAL PROVISIONS

a. Export Regulations: Licensee acknowledges that this Agreement and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders relating to the export of computer software or know-how relating thereto. Telvent Software and Related Materials may be Technical Data under United States export laws. Licensee agrees to comply with all laws, regulations, and orders of the United States in regard to any export of such Technical Data. Licensee agrees not to disclose or re-export any Technical Data received under this Agreement in or to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Licensee has obtained prior written authorization from Telvent and the U. S. Office of Export Control.

b. Additional Software Licenses: Additional Software purchased by Licensee shall be governed by the terms and conditions of the Agreement and may be purchased without an amendment.

c. Severability: If any provision or portion of a provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement 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 Agreement.

d. No Implied Waivers: No failure or delay either Party in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy.

e. Order of Precedence: Any conflict between the terms of this License Agreement and any Purchase Order or other terms shall be resolved in favor of the terms of this License Agreement.

f. Governing Law and Venue: This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto

irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens."

g. Entire Agreement and Amendments: This Agreement 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 Agreement 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 -- GIS Maintenance and Support Policy
- Exhibit 3 -- Previously Purchased Software

[SIGNATURE PAGE TO FOLLOW]

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

Licensee: **CITY OF COLUMBIA, MISSOURI**

BY: _____

Mike Matthes, City Manager

DATE: _____

ATTEST:

By: _____

Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____

Nancy Thompson, City Counselor

Licensor: **TELVENT USA, LLC**

BY: _____

PRINTED NAME: DREW DITTER

TITLE: Director of Operations

DATE: SEP 26, 2017

ATTEST:

BY: Leah Spahr

TITLE: Contract Specialist

EXHIBIT 1
Registered Client Information

Client Name:

Primary Contact:

Mailing Address:

Email:

Telephone No.:

Fax No.:

Bill To:

Address:

Ship Original Software To:

Address:

Client's Contract Administrator's Name:

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.

Exhibit 2

GIS - Maintenance and Support Policy

Maintenance Program

Telvent provides maintenance and support for ArcFM Solution components, including ArcFM, ArcFM Viewer, ArcFM Server, Designer, Conduit Manager, Fiber Manager, Network Adapter, and Responder. Maintenance and support for all enrolled users consists of technical support, software releases and upgrades, and access to the Link conference. Link attendance is limited to Clients and registered Business Partners, all of whom pay a nominal fee for conference expenses.

The purchase of any ArcFM Solution component includes one year of free maintenance and technical support, beginning seven days from the date of issue of the software download access or of the license file(s), whichever is first. At the end of the free maintenance and support period, Telvent strongly recommends that you enroll in an annual maintenance program for all solution components to ensure the health and growth of your ArcFM Solution.

What Is Included. Maintenance and support includes access to technical support, the correction of defects or errors in core ArcFM Solution software, and future releases of and upgrades to purchased software.

What Is Not Included. Maintenance and support does not include the correction of defects or errors in ArcGIS® software, or in customizations to ArcFM software, or in other components of Client's operating environment such as third-party hardware or software. Telvent does not provide patches for any services pack other than the most current. Special patches that correct defects or errors in core ArcFM Solution software and are subsequently included in released software versions, and upward compatibility of customized applications with new ArcGIS® or ArcFM software releases, are not covered under this Policy. (Custom application maintenance may be available on a project basis from Telvent.)

Purchasing Maintenance and Support. At the end of the free maintenance period, continued maintenance and support can be purchased for all ArcFM Solution components based on an annual cost.

In addition to normal maintenance as defined above, 24x7 Responder technical support can be purchased for an additional annual fee (please see the definition of 24x7 technical support provided below.)

To obtain a quote for annual maintenance and support, or to add 24x7 support to a new or existing maintenance account, please contact your local Telvent account representative or contact Telvent at info@telvent.com.

Purchasing Additional Licenses. Additional licenses may be purchased during any maintenance period. Each additional license will include one year of free maintenance and support, provided that all previously acquired licenses are currently under a maintenance program. Telvent will adjust the maintenance fee, prorated to coincide with the existing maintenance program term and payment schedule, to reflect any additional software licenses.

Software Releases and Updates. Software updates are provided as part of the maintenance and support program. Telvent is committed to continually enhancing ArcFM Solution software products, and typically provides one major release and one or two minor releases every year. These releases correct defects and errors in the ArcFM Solution software, and sometimes add new functionality or enhance existing functionality. If you are currently enrolled in a maintenance and support program, Telvent will provide download information, at no charge, for all releases of those software products that you have purchased. Major releases include product-related documentation and an index to changes in the software.

Renewing Your Maintenance. Approximately 30 days from the completion of the maintenance period, Telvent will notify the Primary Support Contact designated for each site that the maintenance period is

coming to a close, and will provide a quote to purchase annual maintenance and support for the coming year.

If You Don't Subscribe. If you fail to renew your maintenance program at the end of the free maintenance period or at the end of any paid maintenance period by failing to pay the invoiced amount, Telvent will discontinue and disable technical support with no further notice. ArcFM Solution users who are not currently enrolled in a maintenance program will not receive software releases and updates. If you have purchased ArcFM Solution software but allowed your maintenance to lapse, you may repurchase software at a cost of 75% of the current software licensing amount. To obtain a quote for repurchasing a software upgrade, please contact your local Telvent account representative or contact Telvent at info@telvent.com.

Technical Support

The purpose of Telvent's technical support program is to assist in the trouble shooting of the proper installation and use of new ArcFM Solution software and to provide a vehicle to report defects and errors in the software. You can contact Telvent technical support via telephone or through exchange GIS Support.

Support Hours: Monday-Friday, 8:00am to 5:00pm Mountain Time
Support Phone: 970-266-4485

In an effort to provide effective support, Telvent may offer technical support services at other times by prior and mutual agreement. You can also purchase 24x7 Responder technical support for mission-critical applications. All technical support is subject to the GIS - Product Life Cycle Support Policy

Support at Your Location. Telvent provides technical support primarily in the form of telephone or email support, but in certain cases may also provide these services as evaluation and development work at Telvent offices, or as on-site support. If the services required take place at your location, you will be responsible for all travel costs.

Problems with ArcFM Solution Software. Telvent will provide technical support in the most timely manner practical and will make every effort to correctly diagnose and resolve reported problems. If a reported problem is the result of a defect or error in core ArcFM Solution product software, Telvent will provide corrections at no cost.

Problems Not Associated with ArcFM Solution Software. The ArcFM Solution software works in an integrated, corporate environment and any Client-specific configuration can affect its operation. A Client configuration contains many elements over which Telvent has no direct control - for example, non-Telvent software versions and custom extensions. While Telvent makes every possible effort to ensure a peaceful coexistence between the ArcFM Solution software and other components of the environment, each Client is responsible for managing this integrated environment.

This Policy does not cover technical support for defects or errors in other hardware or software components of a Client's environment - for example, database or other third-party software. If Telvent discovers that the problem is a defect or error in the Client environment, Telvent will spend up to approximately two hours trying to diagnose the problem and attempt to suggest a workaround, at no cost. At the completion of the two hours and upon Client approval to move forward, Telvent will bill at the then current Technical Support Analyst hourly rate for all additional effort expended and time incurred.

Preparing to Contact Technical Support. As a part of each License Agreement, a Primary Support Contact has been designated for each Client site. To optimize interaction, the Primary Support Contact should be sole contact for Telvent Technical Support, except in cases of emergency. In an effort to make best use of your time with Technical Support, please provide the following information about your issue:

- Version of ArcFM Solution software
- Version of ArcGIS and ArcSDE software
- Description of the problem
- Application event log that displays errors from the steps that produce the problem

- Screen shots as appropriate

For ArcGIS and ArcSDE issues, please seek assistance from ESRI Technical Support.

Response and Resolution Times - Standard Support. The time required to diagnose and resolve a problem depends on many factors, including the type of problem, the information provided, and Telvent's ability to reproduce the problem at our site. If the reported problem involves incorrect use of ArcFM Solution software or a specific operating procedure, Telvent can usually provide assistance the same or next working day, and often immediately.

If the reported problem involves an error in core ArcFM Solution software or documentation, Telvent will attempt to provide a workaround solution or documentation clarification as quickly as possible. If the error cannot be corrected with a workaround but requires a modification to code, Telvent will incorporate those solutions into the next reasonable software release and update and correct product documentation as necessary. Exceptions will be considered on a case-by-case basis and resolved in a manner that is mutually agreeable.

Issue Priority. Issue priority can be set when the case is logged and will be evaluated using the following criteria. Please note the case priority can be changed during the course of troubleshooting if new or changing factors in the case cause the issue to fall into a different priority.

Critical

Issue where the application is completely down or severe data loss or data corruption is encountered. Reserved for production environments only.

High

Issue where the application or process does not work as defined and causes loss of productivity or required functionality with no available work-around. Reserved for production environments only.

Medium (default)

Issue where the application or process does not work as defined and causes loss of productivity or required functionality with a mutually acceptable work-around to prevent impact on business operations. All test and development environment are Medium or Low priority.

Low

Issue does not have a significant impact on the process and reflects a minor or cosmetic issue. Software is usable but correction is required. All test and development environment are Medium or Low priority.

Response and Resolution Times - 24x7 Responder Support. A 24x7 Responder contract is required for this support program. Response times for issues and defects in mission-critical applications under 24x7 support are based on the priority of the problem. The following classifications will be used to prioritize the reported Defects and define Telvent's response. The approach to 24x7 support assumes that you (the Primary Support Contact) will call after business hours only if the issue requires immediate attention. Each after-hours support call or defect report will be acknowledged by an Telvent Technical Support Team member within two (2) hours of initial notice. A priority will be assigned to each reported defect, and must be mutually agreed upon by both Telvent and the Client, and communicated to Technical Support through the Client's Primary Support Contact.

Priority 1: Means a Defect in which a critical tool or function is not performing according to the Documentation and implies a serious disruption that would stop or delay production. Telvent will

immediately use all reasonable efforts to begin diagnosis and attempt resolution of the Priority 1 problem. Telvent will promptly provide a workaround to the problem that is acceptable to Client and recommend a final resolution and time frame for resolving the problem.

Priority 2: Means a Defect in which a minor tool or function is not performing according to the Documentation and there is no known work around. This type of defect allows continued use of the application but results in operational disruptions. Telvent will use reasonable efforts to begin diagnosis and attempt resolution of the Priority 2 problem before the end of the next business day following initial notice. If Telvent cannot resolve the problem within that time, Telvent will use reasonable efforts to provide a workaround to the problem that is acceptable to Client and recommend a final resolution and time frame for resolving the problem.

Priority 3: Means a Defect in which a frequently used but non-critical tool or function is not performing according to the Documentation. This type of defect causes no significant delays in production. Telvent will use reasonable efforts to begin diagnosis and attempt resolution of the Priority 3 problem within five (5) working days. If Telvent cannot resolve the problem within such time, Telvent will use reasonable efforts to provide a workaround to the problem, if available, that is acceptable to Client and recommend a final resolution and time frame for resolving the problem.

All other reported defects will be dealt with according to the Standard Support maintenance policy.

For all Clients enrolled in a 24x7 Responder maintenance program, Telvent will provide a means for contacting a Technical Support Team member at any time. Telvent may request that a Client provide remote access to project data and the applications environment. This access may be provided through an external connection such as Citrix, VNC (Virtual Network Connection), VPN (Virtual Private Network), WebEx or PCAnywhere to support configuration and support. If a Client is not able to provide access via an external connection, then that Client may be required to supply additional hardware and equipment.

EXHIBIT 3
PREVIOUSLY PURCHASED SOFTWARE

The following software was purchased under a separate Software License Agreement prior to the signing of this Agreement, and its complimentary one-year maintenance period as described in Article 10 has expired.

- ArcFM – 5 seats
- Server – 1 seat
- Fiber Manager – 3 seats
- Network Adapter – 1 seat