

**AMENDMENT NO. 1
TO
ACLARA SOFTWARE LICENSE AGREEMENT**

This Amendment No. 1 is entered into and becomes effective the date last signed below, and is by and between Aclara Technologies LLC (“Aclara”) and City of Ann Arbor hereinafter (“Licensee”).

WHEREAS, Aclara and Licensee are parties to a certain Software License Agreement effective June 17, 2019 (hereinafter, the “Agreement”), which the Parties desire to amend as further described herein; and

WHEREAS, Licensee has requested and Aclara has agreed to provide Mobile Programmer and AWN licenses and maintenance pursuant to the license granted herein for use by Licensee in connection with the purchased equipment and maintenance services fully described below.

NOW THEREFORE, in consideration of the mutual covenants contained herein and in the Software License Agreement, and intending to be legally bound, the Parties agree as follows:

1. Attachment A to the Software License Agreement dated June 19, 2019 is hereby deleted in its entirety and revised Attachment A attached hereto is hereby incorporated into the Agreement; and
2. Except as may otherwise be provided for in this Amendment No. 1, Licensee agrees to pay, and Aclara agrees to accept as payment for the Mobile Programmer Annual Service Provider (“ASP”) fee, \$2,822.70 due and payable to Aclara in accordance with the terms and conditions of the Maintenance Agreement effective June 19, 2019. The ASP fee may be prorated to align with the annual ASP fee due September 1, of each year.
3. Except as modified in this Amendment No. 1, the Agreement will remain in full force and effect.

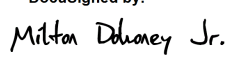
IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to the Software License Agreement as of the Effective Date.

Aclara Technologies LLC

City of Ann Arbor

DocuSigned by:

 By: _____
53474E6105C54E4...
 Name: Kumi Premathilake
 Title: DVP AMI & Services
 Date: 1/20/2023

DocuSigned by:

 By: _____
82ABAD56D380491...
 Name: Milton Dohoney Jr.
 Title: City Administrator
 Date: 6/2/2023

**ATTACHMENT A
LIST OF SOFTWARE SERVICES PARAMETERS**

I. ACLARA SOFTWARE

<u>Vendor-Supplier</u>	<u>Software Description</u>	<u>Computer Equipment Model Type</u>	<u>Qty</u>	<u>Licensing Parameters</u>	<u>Qty</u>
IA. <u>Software</u>					
Aclara	AclaraONE	INTEL Processor NCC-SW-25K-50K	1	Max Edge Devices ¹	25K-50K ²
				Maximum Utilities ³	1
Aclara	Mobile Programmer (SaaS)	SW-1050A	1	Endpoints	28,227

II. THIRD PARTY SOFTWARE - NOT INCLUDED IN THIS SOFTWARE LICENSE AGREEMENT

<u>Vendor-Supplier</u>	<u>Software Description</u>	<u>Model Type</u>	<u>Qty</u>	<u>Licensing Parameters Parameter</u>	<u>Qty</u>
Microsoft	Professional Server Operating System	INTEL	1	Not specified by Aclara	1 ⁴
Microsoft	SQL Server Version +CAL	Standard	1	CAL ⁵	X

Licensing of the software shall be directly with the identified vendor/supplier under the terms and conditions of the vendor's/supplier's applicable software license agreement.

¹ Maximum Edge Devices/Endpoints count the aggregate sum of all Aclara electric hardware devices controlled (e.g. meters + DRUs +CSTs +IHDs).

² If License exceeds the quantity of maximum Edge Devices for the quantity stated above, an additional fee may be charged based on Aclara's current price in effect

³ This software is for use by Licensee for use in Licensee's own utility business. Use of the Software to provide AMI related services to other utilities/entities (i.e. "Multi-Utility") is strickly prohibited unless otherwise noted and provided for herein.

⁴ This software is licensed to Licensee based upon the stated quantity of processors. Installation of the software on additional processors or computers will entail the payment of an additional fees to Aclara.

⁵ CAL means client access license and governs the number of users that can have access to the software per Microsoft Volume Licensing Product User Rights document.

**ATTACHMENT A
LIST OF SOFTWARE SERVICES PARAMETERS**

III. THIRD PARTY SOFTWARE - - INCLUDED IN THIS SOFTWARE LICENSE AGREEMENT - RESERVED

IV. COMPONENTS INCLUDED IN THIS LICENSE AND ASSOCIATED FEES

Annual SaaS Fee

IV.A AclaraONE SaaS Fee (licensed June 2019)

\$ 37,170.00

One time fee

IV.B Mobile Programmer Setup/Integrations

\$ 2,822.70

V. INCREMENTAL LICENSE FEES ABOVE “MAXIMUM LICENSING PARAMETERS”¹⁻³

Item No. Parameter Descriptions

Fee Add-On

V.A If License exceeds the quantity of maximum Endpoints for the quantity stated above, Licensee will move to the next tier and an additional license fee will be charged based on Aclara’s current price in effect for that tier. An additional maintenance fee will also apply.

V.B Non-Hosted — Multi-utility license—Allows Licensee to read meters for one additional utility (Optional)³

\$ Provided upon Request.

V.C Mobile Programmer

\$ 0.10 per endpoint

VI. ANNUAL MAINTENANCE FEES:

Item No. Level of Services Fees

VI.A Non-Hosted Base Level is 20% of cumulative one time License Fees

VI.B Non-Hosted Premier Level is 30% of cumulative one time License Fees

VI.C Mobile Programmer SaaS Annual Fee

\$ 2,822.70

Non-Hosted Maintenance Agreement annual Fees are a percentage of Cumulative⁶ Non-Hosted License Fees based on Customer Selected Level of Services. Annual SaaS and Non-Hosted Maintenance Fees are provided for a term of 12 months and are automatically renewable for 12 month Renewal Periods, subject to an annual adjustment. Please see Aclara Maintenance Agreement for complete pricing, terms and conditions and details of Services Levels and Hosted (SaaS) Solution Fees.

⁶ Non-Hosted License Fees are the summation of all license fees in sections III and IV, including incremental fees for any additional Endpoints, but does not include fees, if any, for additional data export customization (section VII).

**ATTACHMENT A
LIST OF SOFTWARE SERVICES PARAMETERS**

VII. ADDITIONAL DATA EXPORT CUSTOMIZATION FORMAT:⁷

<u>Item No.</u>	<u>Additional Data Export Customization Fees</u>
VII.A	Aclara will provide a firm, fixed price quotation for any additional formats once data is made available. Maximum Not-to-Exceed amount is dependent upon Licensee's requirements.

⁷ License Fee includes one data export format to permit data to be imported into utility's billing system. Price will be based upon Licensee's requirements when requesting additional export formats.

**AMENDMENT NO. 1
TO
MAINTENANCE AGREEMENT**

This Amendment No.1 (“Amendment No. 1”) is entered into in duplicate effective as of the date last signed below by and between Aclara Technologies LLC (“ACLARA”) and City of Ann Arbor (“Customer”).

WHEREAS, ACLARA and Customer are parties to a certain Maintenance Agreement made effective on June 17, 2019(hereinafter “Agreement”); and

WHEREAS, Customer desires to add the Mobile Programmer and Aclara Wireless Network (AWN) services to use with its Data Collector Units (DCU); and

WHEREAS, this Amendment No. 1 modifies, alters or changes specific terms and conditions of the Agreement to reflect the changes in services being purchased;

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter expressed the parties hereby agree as follows:

- 4. The Mobile Programmer and AWN fees will be prorated based on when the services goes live. The Mobile Programmer and AWN Fees shall be due and payable to Aclara within thirty (30) days following receipt of the invoice.
- 5. Schedule E to the Maintenance Agreement attached hereto is hereby incorporated into the Agreement.
- 6. Schedule J to the Maintenance Agreement attached hereto is hereby incorporated and replaces the previous Schedule J.
- 7. Except as modified in this Amendment No. 1, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the date last signed below.

Aclara Technologies LLC

DocuSigned by:
 By *Kumi Premathilake*
59474F6105E54F4...
 Name Kumi Premathilake
 Title DVP AMI & Services
 Date 1/20/2023

City of Ann Arbor

DocuSigned by:
 By *Milton Dohoney Jr.*
82ABAD5BD386401...
 Name Milton Dohoney Jr.
 Title City Administrator
 Date 6/2/2023

**SCHEDULE J
LEVEL OF MAINTENANCE SERVICES SELECTED**

Customer: City of Ann Arbor

Address: 301 E Huron St., Ann Arbor, MI 48104

1. **Billing frequency is annually in advance.**

2. If a Purchase Order number is required on Aclara invoices, please check here.

3. AclaraONE Maintenance/ASP Annual Fee:

AclaraONE \$ 37,170.00⁸

Mobile Programmer \$ 2,822.70

4. Supplemental Services:

AclaraONE® Annual Managed Service/System Monitoring \$Request Quote

AclaraONE® DCU Maintenance Service \$Request Quote

Aclara Wireless Network 100mb/mo \$288/ per DCU/year

5. Customer Designated Contact Information:

Designated Renewal Contact Information

Name _____

Title _____

Address _____

Address _____

Telephone _____

Fax _____

Cellular Phone _____

Email Address _____

Designated Contact Information

Name _____

Title _____

Address _____

Address _____

Telephone _____

Fax _____

Cellular Phone _____

Email Address _____

Designated Contact Information

Name _____

Title _____

Address _____

Address _____

Telephone _____

Fax _____

Cellular Phone _____

Email Address _____

Designated Contact Information

Name _____

Title _____

Address _____

Address _____

Telephone _____

Fax _____

Cellular Phone _____

Email Address _____

⁸ Subject to 5% annual escalation

SCHEDULE E
ACLARA WIRELESS NETWORK
SUPPORT AGREEMENT

1. Scope

A. Wireless Data Services and activation.

- 1) Devices will be activated on the Aclara Wireless Network on the Data Plan specified by the Customer prior to shipment from Aclara.
- 2) Devices provided by Aclara will be approved for use on the Aclara Wireless Network.
- 3) Aclara will notify Customer of any significant network interruptions or scheduled Support outages as they are known by Aclara.
- 4) Aclara will assist Customer with selection of Data Plan in accordance with Customer's desired usage.
- 5) Data usage will be monitored by Aclara in accordance with the wireless plan specified by Customer.
- 6) Customer will be responsible for overage fees if Customer's usage on its selected Data Plan is exceeded. Overage fees will be calculated on an individual device basis. Aclara will work with Customer to adjust Data Plan to minimize overage fees.
- 7) Wireless Data Plan in Customer's service territory is approximated by Aclara at time of activation.

B. Customer will be notified of all new firmware updates as they are released and will be installed following Customer approval.

2. Cancellation or Suspension of Aclara Wireless Network Services.

- A. Customer may choose to cancel service on a specific endpoint or group of endpoints, however, Aclara will not provide credits, refunds, and/or prorate charges for any unused number of days remaining during the month of such cancellation of service.

3. Purchase Orders.

- A. Customer has the option to issue Aclara purchase order(s) to purchase additional equipment and corresponding services under this Agreement.
- B. The per-endpoint charges associated with such additional equipment will be based on: (1) the prices of the selected Data Plan Size in effect at the time the purchase order is received by Aclara; or (2) prices of the selected Data Plan Size as mutually agreed to by the Parties.
- C. Any additional equipment issued pursuant to purchase order(s) shall be subject to the Renewal Period defined under this agreement.
- D. Notwithstanding any terms and conditions referred to in such purchase order or printed thereon, the terms and conditions set forth in this Agreement shall apply to the purchase of the Equipment by Customer. To the extent the terms of the purchase order conflict with, add to, modify, supplement, or otherwise alter the terms in this Agreement, the terms of this Agreement shall control.

4. Mutual Non-Disclosure.

Each party to this Agreement may furnish the other party to this Agreement with certain proprietary or nonpublic information (the "Disclosed Information"). The furnishing party shall be the "Discloser" and the receiving party shall be the "Recipient". For purposes of this Agreement,

- A. Confidential Information is defined as:
- 1) Disclosed Information in printed, written, graphic, photographic or other tangible form marked as "Confidential," "Proprietary," "Private," "Restricted," or "Trade Secret" by Discloser;
 - 2) Disclosed Information in oral or demonstrative form, recorded as written or notes of such presentations, which minutes or notes must be so marked and provided to Recipient within thirty (30) days after the date of the disclosure of the Disclosed Information;
 - 3) Disclosed Information relating to unreleased products; and
- B. Confidential Information shall not include information that:
- 1) is or becomes part of the public domain without violation of this Agreement by Recipient;
 - 2) is already in Recipient's possession free of any restriction on use or disclosure;
 - 3) becomes available to Recipient from a third party provided that such party was free from restriction on the disclosure of the information; or
 - 4) has been independently developed by Recipient.
- C. If Recipient is required by legal proceeding discovery request "open record" or equivalent request, investigative demand, subpoena, court or government order to disclose Confidential Information, Recipient may disclose such Confidential Information provided that:
- 1) the disclosure is limited to the extent and purpose legally required; and
 - 2) prior to any disclosure and if permitted by applicable law, Recipient shall immediately notify Discloser in writing of the existence, terms, and conditions of the required disclosure and, at Discloser's request and expense, cooperate in obtaining a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.
- D. Recipient shall hold the Confidential Information in confidence and only disclose the Confidential Information to its officers, employees, consultants, counsel, affiliates, independent contractors, or agents (collectively "Representatives") who:
- 1) need the Confidential Information to assist the Recipient with performing its obligations or exercising its rights under this Agreement;
 - 2) have been instructed not to disclose the Confidential Information; and
 - 3) for other than Recipient's employees, have executed a nondisclosure or confidentiality agreement with Recipient at least as protective as this Agreement of the Confidential Information of Discloser.

Recipient shall be responsible for any violation of this Agreement by its Representatives and shall use reasonable efforts to restrain its Representatives (including Representatives who, subsequent to the date of this Agreement, become former Representatives) from unauthorized use or disclosure of the Confidential Information.

- E. All Confidential Information shall, between Discloser and Recipient, remain the property of Discloser. Upon termination of this Agreement and upon Discloser's written request, Recipient shall promptly return all Disclosed Information of Discloser and destroy, and provide written certification to Discloser of such destruction, all other materials embodying the Disclosed Information of Discloser.
- F. Recipient may at any time independently develop information similar to, or products and services that compete with products or services identified in, the Disclosed Information.
- G. The parties stipulate that a breach of this Section 16 by Recipient will cause immediate and irreparable harm and significant injury to Discloser, for which there is no adequate remedy at law and that Discloser shall be entitled, in addition to any other rights and remedies it may have, to injunctive relief, specific performance and other equitable remedies to restrain any threatened, continuing, or further breach of this Section 16. Recipient shall immediately advise Discloser of any discovered breach by Recipient or its Representatives of this Agreement and shall reasonably cooperate, at Recipient's expense, with Discloser in retrieving the disclosed Confidential Information and restricting any continuing breach.

ATTACHMENT A PRICING SCHEDULE

1. **Payment Frequency: Annual per Activated Endpoint.**
2. **Per Annual Unit Pricing as follows:**

Selected Data Plan Size	Data Plan Size	Estimated ^{Note 1} Data Plan Utilization	Annual First-Term Pricing ^{Note 2}
X	100 MB/month		\$288.00
	Overage Charge		\$6.00 per MB per month per endpoint over plan

Note 1. Data Plan Size and corresponding Data Plan Utilization is an estimate only and provide general guidance for Data Plan Size selection. Under certain conditions outside of Aclara's control, actual data usage required to achieve Data Plan may require higher data rates. Overage charges apply and the Customer may elect to increase Data Plan Size for future months to avoid continued Overage Charges.

Note 2. The Annual First-Term Pricing shown is the applicable pricing on the Effective Date and for the 12-month period following the Effective Date. Annual Pricing subject to an increase each Renewal Period as described in section 5 (Payments and Charges) herein.