

**READ-ONLY SUBLICENSE TO LICENSE AND SOFTWARE SERVICES
AGREEMENT (NON-EXCLUSIVE)**

This Read-Only Sublicense to the License and Software Services Agreement (this “Read-Only Sublicense”) is agreed to and made effective as of January 1, 2021 (“Effective Date”) by and between Sacramento Municipal Utility District (hereinafter “SMUD,” “BANC Administrator,” or “Sublicensor”), a political subdivision of the State of California, on behalf of the Balancing Authority of Northern California (hereinafter “BANC”), and the City of Roseville, a municipal corporation of the State of California, (hereinafter a “Read-Only Sublicensee”). This Read-Only Sublicense and all terms and conditions herein are incorporated into the License and Software Services Agreement (Non-Exclusive) entered into by SMUD and Power Settlements Consulting and Software, LLC (“Power”) on the December 26, 2019 (the “Agreement”). Capitalized terms used in this Read-Only Sublicense, which are not defined in this Read-Only Sublicense, will have the respective meanings ascribed to them in the Agreement.

1. License.

- a. Grant of License to Read-Only Sublicensees.** In consideration of the fees payable to Power pursuant to Article 5 of the Agreement, and the rights and obligations granted by Power to SMUD pursuant to Article 2 and Section 13.1 of the Agreement, Sublicensor hereby grants to each Read-Only Sublicensee a revocable, non-transferable, non-sublicenseable, non-exclusive right and sublicense to access on a read-only basis Sublicensor’s hosted environment deployment of the Software, including the ISO Downloader Module, the Visual Analytics Module, the Settlement Analyzer Module, and the PPA Module (as Software and each module is defined in Article 1 of the Agreement), provided that each Read-Only Sublicensee shall have read-only access to and may use the PPA Module solely for the settlement of its PPAs in the EIM Market resulting from BANC entity scheduling coordinator allocation results processed by the BANC Administrator.
- b. Obligations and Restrictions.**
 - i.** Sublicensor shall grant to each Read-Only Sublicensee access to Sublicensor’s servers and the hosted environment deployment of the Software solely as necessary to perform under and effectuate this Read-Only Sublicense.
 - ii.** Each Read-Only Sublicensee may only use the Software for One (1) of Sublicensee’s CAISO scheduling coordinator IDs.

- iii. Each Read-Only Sublicensee shall also adhere to the Restrictions set forth in Section 2.2 of the Agreement.

2. **Additional Payments for License to Read-Only Sublicensees.** Section Not used.

3. **Representations and Warranties.**

- a. Sublicensor represents and warrants that it has the authority to enter into this Read-Only Sublicense on behalf of itself, BANC, and the BANC Members.
- b. Each Read-Only Sublicensee represents and warrants that it has received, has reviewed, undertakes the obligations of Licensee specified in, and will be responsible for its own compliance with the following provisions of the Agreement: Section 2.2; Sections 6.1 and 6.2 (Audits); Article 7 (Confidential Information); Sections 8.1 and 8.4; Section 9.4; Sections 11.1 and 11.3; Article 12; and Appendix (Mutual Confidentiality and Non-Disclosure Agreement).
- c. Each Read-Only Sublicensee further assumes all responsibility and liability on behalf of itself in exercising this Sublicense. Power's responsibilities are solely to Sublicensor and may not be assigned by Sublicensor, without Power's express written permission.

4. **Term and Termination of Read-Only Sublicense.**

- a. The Term of this Read-Only Sublicense shall begin on the Effective Date and shall continue until the earlier of (i) termination or expiration of the Agreement by any party for any reason, or (ii) termination of this Read-Only Sublicense pursuant to Section 4(b), below.
- b. Any of Sublicensor, a Read-Only Sublicensee, or Power may terminate this Read-Only Sublicense at any time, with or without cause, upon written notice to the other parties.
- c. Section not used.
- d. In the event of termination or expiration of the Agreement or this Read-Only Sublicense, all support and maintenance of the Software within the Read-Only Sublicense shall discontinue.

5. **Further Indemnification by Read-Only Sublicensee.** Each Read-Only Sublicensee shall indemnify, defend, and hold harmless Sublicensor and its officers, directors, shareholders, members, employees, agents, representatives, and customers (collectively, "Sublicensor Indemnitees") against (i) all liability, claims, costs, damages, and expenses incurred by Sublicensor Indemnitees relating to or arising out of the willful misconduct or negligence of Sublicensee from or concerning the Software, and (ii) all liability,

claims, costs, damages, and expenses incurred by the Sublicensor Indemnitees relating to or arising out of the Agreement and/or this Read-Only Sublicense. Each Read-Only Sublicensee agrees to reimburse Sublicensor for any amounts owed hereunder immediately upon demand, or alternatively, at the election of Sublicensor, to promptly and directly pay any such amounts with respect to any matter for which Sublicensor is indemnified pursuant to this Read-Only Sublicense (including attorneys' fees by Sublicensor in defense or prosecution of any claim to which this Read-Only Sublicense applies) to such person or entity as Sublicensor designates. Any amount to be paid by the Read-Only Sublicensee shall be paid to Sublicensor or designee, within a reasonable time following written demand therefore by Sublicensor. This provision survives termination or expiration of the Agreement or termination of this Read-Only Sublicense.

6. Limitation of Liability.

6.1 Exclusion of Consequential Damages. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER (NOR POWER TO ANY SUBLICENSEE) FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO FAILURES OR LIMITATIONS OF THE SOFTWARE OR SOFTWARE SERVICES, INCLUDING LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. THIS MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES SHALL NOT APPLY TO THOSE CLAIMS FOR DAMAGES ARISING FROM THE GROSS NEGLIGENCE OR INTENTIONAL OR WILLFUL MISCONDUCT OF THE OTHER PARTY.

6.2 Limit on Damages. READ-ONLY SUBLICENSEE AGREES THAT POWER SHALL HAVE A MAXIMUM LIABILITY TO READ-ONLY SUBLICENSEE OF ONE HUNDRED AND NO/100 DOLLARS (\$100.00).

7. Miscellaneous.

- a.** The parties agree and acknowledge that Power is a third-party beneficiary to this Read-Only Sublicense.
- b.** This Read-Only Sublicense supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between any of Sublicensor, any Read-Only Sublicensee, and/or Power, as to the subject matter hereof. No subsequent agreement, representation or promise made by either party hereto, or by or to any employee, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby.
- c.** The Agreement, which is incorporated herein by reference, and any and all terms and conditions therein, shall apply with equal force and effect on each Read-Only Sublicensee.

- d. Attorney's Fees. If any legal action is taken to enforce the terms of this Agreement by any party, the prevailing party shall be entitled to recover reasonable attorney fees and other costs and expenses incurred in connection with that legal action.

IN WITNESS WHEREOF, the parties hereto have executed this Read-Only Sublicense as of the day and year first above written.

SMUD:

By: _____

READ-ONLY SUBLICENSEE:

City of Roseville

By: _____

Printed Name: _____

Title: _____

ACCEPTED AND AGREED:
POWER:

Power Settlements Consulting and Software, LLC

By: _____

David Dan, President