

**CONTRACT AMENDMENT
SOFTWARE PRODUCT, MAINTENANCE & SUPPORT AGREEMENT**

BETWEEN

Essential Energy, ABN: 37 428 185 226, PO Box 718, Queanbeyan NSW, Australia 2620 ("**Essential**")

AND

GE Grid Solutions (Australia) Pty Ltd, ABN 54 604 195 208 of 572 Swan Street, Richmond, VIC, Australia 3121 ("**GE**")

RECITALS

GE and Essential are 'Parties' to the "Agreement for ENMAC Country Energy Maintenance and Support Services" executed on or around the 4th June 2010, the "Addendum to ENMAC Country Energy Maintenance & Support Services Agreement" executed on or around the 24th December 2010, the "ENMAC Enterprise License Agreement" executed on the 22nd December 2010, the "Country Energy Enterprise License (Corporate GIS Package) Software Maintenance & Support Agreement" executed on or around the 24th December 2009, the "GSA Licences Maintenance and Support Agreement" executed on or around the 28th December 2011, the "Contract Amendment Software Maintenance and Support" executed on or around the 24th June 2013 and the "Contract Amendment Software Maintenance and Support" executed on or around the 20th June 2016 ("**Agreements**")

- A. Under the Agreements, GE supplies to Essential Maintenance and Support Services (as set out in the Agreements) for use by Essential in New South Wales.
- B. The parties to the Agreements agree to vary, amend and supplement the Agreements as set out in this Contract Amendment
- C. Each party has agreed to enter into this "**Contract Amendment**" at the request of the other party and in consideration of the other party agreeing to enter into this Contract Amendment.

AMENDMENT DATE: 1 July 2019

1. Amendments to the Agreements;

With effect from the amendment date, the parties agree that the Agreements (or specified parts thereof) is amended as follows:

- 1.1. The renewal period for the Support Services as set out in the Agreements will be extended for a subsequent term ("Subsequent Term") of three (3) years for the Corporate GIS Package and five (5) years for the ENMAC and Opal Products
- 1.2. Charges for Support Services for the Subsequent Term ("Support Charges") are set out in Attachment 1, Schedule 1 – Support Charges. In summary;

Year 1:	1 July 2019 to 30 June 2020 – \$1,817,731 (All products)
Year 2:	1 July 2020 to 30 June 2021 – \$1,817,731 (All products)
Year 3:	1 July 2021 to 30 June 2022 – \$1,817,731 (All products)
Year 4:	1 July 2022 to 30 June 2023 – \$1,172,839 (ENMAC and Opal Only)
Year 5:	1 July 2023 to 30 June 2024 – \$1,172,839 (ENMAC and Opal Only)

1.2.1 In consideration for Essential committing to a three (3) year agreement for GIS and a five (5) year agreement for ENMAC and Opal and a three (3) year upfront payment GE will discount the fees as shown in the Discounted Invoicing Schedule in Attachment 2.

1.3. Additional Entitlements

1.3.1. In addition to the Termination provisions provided under the Agreements the following additional termination clause shall apply to the Support Services described under this Contract Amendment;

1.3.1.1. Subject to section 1.3.1.2, If Essential terminates this Contract Amendment other than for breach by GE, GE may invoice Essential for all of the Support Charges set out in section 1.2 which have not been paid at the date of termination, upon the dates on which those amounts are payable, irrespective of the fact that the Agreements have been terminated. Essential will pay those invoices without set-off or deduction within 30 days of receipt.

1.3.1.2. In the event that GE enters into a contract to provide a managed service to Essential and the delivery of Maintenance and Support under this contract is materially changed, GE and Essential will renegotiate the Support Charges based on the new Maintenance and Support delivery.

- 1.3.2. In consideration for Essential committing to a multi-year Maintenance and Support Agreement with GE, GE will carry over the 2018-19 Essential Consulting Services to the value of AUD \$81,000 for the purposes of pilot or proof of concept projects. These Services must be used before 30th June 2020. Travel and living is excluded from this offer and will be charged at cost plus 10%.
- 1.3.2.1. Days must be used in contiguous blocks with a minimum of 5 days per block. Actual days to be mutually agreed with at least six weeks' notice.
- 1.3.2.2. Days will be charged at the agreed rates in Appendix J – Labour Rates in the Agreement for ENMAC Country Energy Maintenance and Support Services executed on or around the 4th June 2010
- 1.3.3. In addition to the Essential Consulting Services GE will also include 10 days of Professional Services per contract year for the duration of the Subsequent Term. Travel and living is excluded from this offer and will be charged at cost plus 10%.
- 1.3.3.1. Days must be used in contiguous blocks with a minimum of 5 days per block. Actual days to be mutually agreed with at least six weeks' notice.
- 1.3.3.2. Such days must be used within the contract year and cannot be carried over unless Essential requests days in accordance with 1.3.3.1 and GE is unable to deliver such days before the end of the contract year. For the avoidance of doubt a contract year runs from 1st July to 30th June.
- 1.3.4. If Essential Energy upgrades to Electric Office by paying the applicable upgrade licence fee during the Subsequent Term, GE agrees there will be no M&S uplift for the Electric Office licence. GE reserves the right to increase the M&S price if Essential Energy increases the number of customer connections beyond the current licensed limit or merges with or acquires another entity.

2. Miscellaneous

- 2.1. Continuation of the First Agreements:** The parties acknowledge and agree that, subject to the amendments in clause 1 of this Contract Amendment, the provisions of the Agreements remain in full force and effect and its enforceability is unaffected by this agreement.
- 2.2. Costs:** Each party will be responsible for its own legal costs relating to the negotiation and preparation of this Contract Amendment.
- 2.3. Counterparts:** This Contract Amendment may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument.
- 2.4. Amendments:** This Contract Amendment may only be varied, amended and supplemented by a document signed by, or for and on behalf of, each party to this Contract Amendment.
- 2.5. Further Acts:** Each party must, at its own expense, do everything (including executing further documents) that may be reasonably necessary to give full effect to this Contract Amendment and its contemplated purpose.
- 2.6. Governing Law:** This Contract Amendment is governed by the laws of Victoria, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria, Australia.

3. Other

Resource Issues

- 3.1. For any GIS support issues the following contact details are to be used;
Online Portal: http://supportcentral.ge.com/products/sup_products.asp?prod_id=23494


Business hours (9:00am to 5:00pm AEST)
Support Services Telephone Number: +61 3 8807 6719
- 3.2. For any ENMAC or Opal support issues the following contact details are to be used;
Online Portal: http://supportcentral.ge.com/products/sup_products.asp?prod_id=23622

Business hours (24 x 7 for Severity 1 and 2 defects – limited to 75 out of office hours per year, 9:00am to 5:00pm Monday to Friday AEST for all other Severities)
Support Services Telephone Number: +61 3 8807 6721
Support Services Out of Office Hours Telephone Number: +61 3 8807 6722

SIGNED



Signed for and on behalf of **Essential**
by a duly authorized representative:

By: 

Name: OWEN EGGLESTONE

Title: MANAGER PROCUREMENT

Date: 28-6-2019



Signed for and on behalf of **GE**
by a duly authorized representative:

By: CHRIS VALENTINE

Name: _____

Title: SENIOR FINANCE MANAGER

Date: 19th June 2019

ATTACHMENT 1

Schedule 1 – Support Charges

Corporate GIS Package

Product	Quantity	M&S Price
Smallworld Core	Unlimited	\$619,908
Smallworld Core Commit Access	Unlimited	
Smallworld Core Read Access	Unlimited	
Smallworld View	Unlimited	
Smallworld Core System Access	Unlimited	
Smallworld Core Developer Edition	Unlimited	
Smallworld Internet Application Server (Single User Licence)	Unlimited	
Smallworld Map Markup	100	
Smallworld SQL Server	Unlimited	
Smallworld SQL Client	Unlimited	
Smallworld Persistent Cache	Unlimited	
Smallworld Database Replication	Unlimited	
Smallworld Spatial Replication	Unlimited	
Smallworld SOM, AutoCAD DXF/DWG	5	
Smallworld SOM, ER Mapper ECW	Unlimited	
Smallworld SOM, ESRI Shape	5	
Smallworld SOM, MapInfo MID/MIF	10	
Smallworld SOM, Microstation DGN	5	
Smallworld SOM, MrSID	5	
Smallworld SOM, OpenGIS WMS	10	
Smallworld Thematic Mapping	Unlimited	
Smallworld Core JDBC Interface	Unlimited	
Smallworld Core ODBC Interface	Unlimited	
Smallworld View JDBC Interface	Unlimited	
Smallworld View ODBC Interface	Unlimited	
Smallworld Geospatial Server	Unlimited	
Smallworld DXF Translator	Unlimited	
Smallworld GeoSpatial Analysis - Professional	4	\$6,553
Smallworld GeoSpatial Analysis – Standard	30	\$18,431
2019-2020 Total Annual Maintenance & Support Charge		\$644,892
2020-2021 Total Annual Maintenance & Support Charge		\$644,892
2021-2022 Total Annual Maintenance & Support Charge		\$644,892
First Optional 12 Month Renewal – 2022-2023		\$644,892
Second Optional 12 Month Renewal – 2023-2024		\$644,892

ENMAC Products

Product	Qty	License Type	M&S Price
ENMAC/NMS	1M Customers	Node	\$941,646
ENMAC/SCADA	380k I/O Points	Node	
ENMAC/FEP	Unlimited	Node	
ENMAC Reports	1	Node	
ENMAC Trouble Call System	1M Customers	Node	
ENMAC Webserver	1	Node	
ENMAC Web Reports	20	Console	
ENMAC LV WebView	3	Console	
ICCP Interface	2	Node	
ENMAC/RTAP	1	Node	
ENMAC/RT	1	Node	
ENMAC HV WebView Server	1	Server	
ENMAC HV WebView Clients	500	Clients	
Call Taker Server	1	Server	
Call Taker Clients	500	Clients	
ENMAC Client - unrestricted heads	500	Clients	
PowerOn Mobile			\$201,360
PI Interface			\$10,965
2019-2020 Total Annual Maintenance & Support Charge			\$1,153,971
2020-2021 Total Annual Maintenance & Support Charge			\$1,153,971
2021-2022 Total Annual Maintenance & Support Charge			\$1,153,971
2022-2023 Total Annual Maintenance & Support Charge			\$1,153,971
2023-2024 Total Annual Maintenance & Support Charge			\$1,153,971

Opal Products

Product	M&S Price
SimSCADA/simNet	\$18,868
Switching Request Register	
Serial-Modem to IP protocol translator	
2019-2020 Total Annual Maintenance & Support Charge	\$18,868
2020-2021 Total Annual Maintenance & Support Charge	\$18,868
2021-2022 Total Annual Maintenance & Support Charge	\$18,868
2022-2023 Total Annual Maintenance & Support Charge	\$18,868
2023-2024 Total Annual Maintenance & Support Charge	\$18,868

Opal Products No Longer Supported

Product
TrendSCADA
SI Writer
Daily Log
SCADA InFusion

ATTACHMENT 2

Invoicing Schedule

Products	Invoice Date	Support Period	Invoice Amount
All Products	15 th June 2019	1-Jul-19 to 30-Jun-20	\$1,817,731
All Products	15 th June 2020	1-Jul-20 to 30-Jun-21	\$1,817,731
All Products	15 th June 2021	1-Jul-21 to 30-Jun-22	\$1,817,731
ENMAC and Opal	15 th June 2022	1-Jul-22 to 30-Jun-23	\$1,172,839
ENMAC and Opal	15 th June 2023	1-Jul-23 to 30-Jun-24	\$1,172,839

Discounted Invoicing Schedule

Products	Invoice Date	Support Period	Invoice Amount
All Products	15 th June 2019	1-Jul-19 to 30-Jun-22	\$4,958,542
ENMAC and Opal	15 th June 2022	1-Jul-22 to 30-Jun-23	\$1,049,809
ENMAC and Opal	15 th June 2023	1-Jul-23 to 30-Jun-24	\$1,049,809

**ATTACHMENT 3
The Guide for Support Services**

ENMAC - Agreement for ENMAC Country Energy Maintenance and Support Services

Opal - Addendum to ENMAC Country Energy Maintenance & Support Services Agreement

GIS – Customer Service Global Guide to Support Services Smallworld Software v5.5

Country Energy Enterprise License (Corporate GIS Package) Software Maintenance & Support Agreement