region4

TCPN®
The Cooperative Purchasing Network

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/TCPN when there is an update in the contract. No request will be officially approved without the prior written authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Mythics, Inc. (Vendor name) hereby provides notice of the following update to TCPN contract number: R141801 for Oracle Products & Services (Contract Title) on this date 11/21/2016.

Instructions: Vendors must check all that may apply and provide supporting documentation. Place your initials next to each item to confirm that documents are indeed, included. Be sure to sign the signature page with all require signatures, prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the TCPN Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☐ **Authorized Distributors/Dealers**
_____ Addition
_____ Deletion
_____ Supporting Documentation

☐ **Price Update**
_____ Supporting Documentation

☒ **Products/Services**
X New Addition
_____ Update Only
X Supporting Documentation

☐ **Discontinued Products/Services**
_____ Supporting Documentation

☐ **States/Territories**
_____ Supporting Documentation

☐ **Other** _____
_____ Supporting Documentation

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).
OPower Solution Offerings
Please see attached pages for additional information.

Submitted By: Jessica Richmond
Title: Contracts Specialist
Contact Number: 757.226.7610
Email Address: jrichmond@mythics.com

☒ **Approved by Email:** Date 11-28-16
☐ **Denied by Email:** Date _____
Region 4 ESC: Jason Wickel
TCPN: Deborah Bushnell

MYTHICS™

22 November 2016

Deborah Bushnell, CTSBO
Contract Manager
National IPA
11280 West Road
Houston, TX 77065

Subject: Mythics' Contract: Request to Add Oracle OPower Solutions

Mythics recently received approval from Oracle to add Oracle's Opower solutions to our National IPA / TCPN contract, R141801.

On May 2, 2016, Oracle announced that it entered a definitive agreement to acquire Opower, the leading provider of customer engagement and energy efficiency cloud services to utilities. The transaction has closed.

Opower's solutions enable over 100 global utilities, such as PG&E, Exelon and National Grid to deliver a modern digital customer experience. Opower's big data platform stores and analyzes over 600 billion meter reads from 60 million utility end customers, enabling utilities to proactively meet regulatory requirements, decrease the cost to serve, and improve customer satisfaction.

Oracle Utilities offers a complete suite of operational applications and cloud services for global electric, gas and water utilities that automate core operational processes and enable compliance. Together, Oracle and Opower will provide the industry with the most complete, modern and integrated cloud platform for the entire utility value chain, from meter to grid to end-customers.

This is exciting news and a great opportunity for Mythics and National IPA / TCPN as we believe there are no other cooperative contracts that include these solutions.

Opower offerings fall within the originally bid category of "Cloud Products" and the discount for these products remains the same at 0%. Oracle Opower's services are provided in accordance with a Master Service Agreement attaching one or more corresponding Order Forms, which we have included for your review and approval for incorporation into Mythics' R141801 contract. Because these offerings adhere to a specific set of terms and conditions, we request that Opower is outlined in the price table as detailed below:

Current Oracle Opower Solutions	**0.00%**

Any questions, I am available to discuss.

Thank you in advance for your consideration.

Respectfully,

Jessica Richmond | Contracts Specialist | Mythics, Inc.
1439 N. Great Neck Rd. | Virginia Beach, VA 23454
757-226-7610 (O) | 757-870-1274 (M) | 757-412-1060 (F) | jrichmond@mythics.com

	Metric	Minimum
Oracle Opower Solution		
Opower Platform – Analytics Engine, Automation Engine, AMI (Required)	Households	100,000
Option: Behavioral Energy Efficiency	Households	100,000
Option: Opower Behavioral Demand Response	Households	100,000
Option: Opower Bill Advisor: Proactive Alerts - High Bill Alerts, Weekly Energy Usage Reports	Households	100,000
Option: Opower Digital Engagement Web and Embeddable Widgets	Households	100,000
Option: Opower Bill Advisor: Customer Service Interface	Households	100,000
Option: Opower Points & Rewards	Household	100,000
Option: Opower Data Exploration	Household	100,000
Oracle Opower Implementation Services		
Opower One-Time Set-Up (Required)	-	
Opower Customer Engagement Tracker	-	

Minimum Software, Hardware, and Training Discounts from Current Oracle List Price

Software, Hardware, and Training Products and Services (Oracle Discount Categories)	Minimum Discount from Current Oracle List Price *
Current Oracle Software Pricelists	
Total List License and Support is less than $250K	29.00%
Total List License and Support is greater than $250K	34.00%
Current Oracle Hardware & Systems Price Lists	
Category U	15.00%
Category V	20.00%
Category W	23.00%
Category X	28.00%
Average Minimum Hardware and Systems Discount	*21.50%*
Current Oracle Hardware & Systems Services Price Lists	
Category Y	0.00%
Oracle Engineered Systems Hardware	0.00%
Oracle Cloud Products, On Demand Products and Oracle Managed Cloud Services	0.00%
Oracle University Training (List Cost)	
$0 to $10,000	15.00%
$10,001 to $25,000	18.40%
$25,001 to $50,000	23.50%
$50,001 to $100,000	28.60%
$100,001 to $250,000	33.70%
$250,001 and up	38.80%
Current Oracle Utilities Price List	10.00%
Current Oracle Opower Solutions	0.00%

NOTE: Per Oracle's requirements, all discounts will be applied to the then current Oracle list price.

PUBLIC SECTOR
MASTER SERVICE AGREEMENT FOR ORACLE OPOWER SERVICES

Terms and Conditions

1. DEFINITIONS. Certain capitalized terms used in this Agreement, not otherwise defined on the cover page, shall have the meanings set forth below.

1.1 "*Administrative User*" means an employee or contractor of Client to whom Client has assigned a unique identification number for access to the Web-based portion(s) of the Services for Client's own use as specified in an Order Form.

1.2 "***Brand***" means any trademarks, service marks, trade names, domain names, logos, business names, product names and slogans, and all registrations and applications for registration thereof owned by or licensed to a Party or to which the Party has rights.

1.3 "***Client Data***" means any data or information supplied by Client to Oracle under this Agreement, including Personally Identifiable Information provided by Client to Oracle. Client Data excludes Oracle Intellectual Property and Third Party Data.

1.4 "***Confidential Information***" means, whether written or oral, (i) know-how, business methods, intellectual property, trade secrets, financial data and any other non-public, confidential or proprietary information of a Party and (ii) information that, by the nature of the information or the circumstances surrounding disclosure, ought reasonably to be treated as confidential. For purposes of this Agreement, Oracle Intellectual Property and Third Party Data shall be the Confidential Information of Oracle and Client Data shall be the Confidential Information of Client.

1.5 "***Customer***" means any current or former Client customer.

1.6 "***Oracle Content***" means (i) all content, including any text, copy, images, graphics, designs, photos, video, sound, works of authorship, data, statistics, analyses, forecasts and any similar information that is either owned, developed or licensed by Oracle; and (ii) any information, business practices, trends, analyses, metadata or other information or data which Oracle may derive from Client's or a Customer's use of the Services. For the avoidance of doubt, Oracle Content shall not include any Client Data (including any Personally Identifiable Information).

1.7 "***Oracle Intellectual Property***" means: (i) any proprietary work or system that is owned, licensed or developed by Oracle; (ii) any analysis, compilation, aggregation, derivative work or work of authorship created by Oracle; (iii) any data independently developed or created by Oracle; and (iv) any other Oracle Content.

1.8 "***Personally Identifiable Information"*** means any individual person's name, address, telephone number, e-mail address, account number, social Security number, credit card number, debit card number, banking information, or other financial information or financial account information regarding an individual person and from which the identity of that individual person can be determined.

1.9 "***Program Result Report***" means the evaluations and results of the Services to be provided by Oracle to Client as specified in an Order Form.

1.10 *"Services*" means the services to be made available by Oracle that are specified in an Order Form.

1.11 "*Order Form*" means a document signed by both Parties identifying Services to be made available by Oracle pursuant to this Agreement.

1.12 "*Third Party Data*" means all content received by Oracle from a third party (other than Client) or made available by a third party (other than Client) through the Services, including any text, images, graphics, designs, photos, video, sound, works of authorship, data, statistics, analyses, forecasts and similar information.

2. ORDER FORM; ACCESS AND USE

2.1 Order Form. The Services to be provided by Oracle under this Agreement shall be set forth in one or more Order Forms, each of which is incorporated into this Agreement by reference. The initial Order Form issued under this Agreement shall be attached to this Agreement. Additional Order Forms may be entered into after the date hereof and shall be effective upon execution by both Parties.

2.2 Access to Services. Subject to the terms and conditions of this Agreement, Oracle hereby grants to Client a non-exclusive, non-transferable, non-sublicensable right to permit access to the Services for the number of Customers and Administrative Users specified in the applicable Order Form and for the term specified in the applicable Order Form.

2.3 Access to Client Data. Subject to the terms and conditions of this Agreement, Client hereby grants Oracle a worldwide, perpetual, fully-paid non-exclusive, non-transferable, non-sublicensable, royalty-free license to use, reproduce, adapt, modify, translate and distribute the Client Data in order to perform the Services and improve and evaluate the effectiveness of the Services.

2.4 Brand Licenses. The Parties shall cooperate with each other to develop a mutually agreeable strategy for branding the Services, as described in an Order Form. Notwithstanding the foregoing, (i) Oracle may use the Client Brand as described in an Order Form in order to provide the Services; (ii) Oracle may identify Client as an Oracle client and use the Client Brand for marketing purposes and securities compliance (provided that such identification shall not state an endorsement by Client); and (iii) Oracle may include reference to the Oracle Opower Brand in the Services and reasonable indicia of Oracle's copyrights and other intellectual property rights therein. Except as expressly permitted above, each Party shall have a written right of approval over the use of its Brand by the other Party, not to be unreasonably withheld.

2.5 Usage Restrictions. Client shall neither (i) decompile, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of the Services is compiled or interpreted, nor (ii) modify the Services, Oracle Content or Third Party Data, or create any derivative product from any of the foregoing. Client shall use the Services solely in compliance with all applicable laws, regulations and rules.

2.6 Retained Rights; Ownership.

(i) Subject to the rights granted in this Agreement, Client retains all right, title and interest in and to the Client Brand and Client Data, and Oracle acknowledges that it neither owns nor acquires and hereby disclaims any rights in and to the Client Brand and Client Data not expressly granted by this Agreement. Client shall further own the Program Result Reports, provided that Oracle (a) retains ownership in the design, look and feel of such reports and any other intellectual property therein and (b) may use such reports on a confidential basis for its internal business purposes.

(ii) Subject to the rights granted in this Agreement, Oracle retains all right, title and interest in and to the Services, including all Oracle Intellectual Property and further including all improvements and modifications to the Services that arise out of Oracle's performance of the Services. Client acknowledges that it neither owns nor acquires and hereby disclaims any rights in and to the foregoing not expressly granted by this Agreement.

3. ORACLE OBLIGATIONS.

3.1 Performance of Services. Oracle shall perform the Services in accordance with the terms and conditions of this Agreement (including each applicable Order Form) and the Service Level Agreement attached as Exhibit B.

3.2 Responsibility for Hosting of Service. As between the Parties, Oracle shall, at its expense, bear sole responsibility for the design, development, hosting, operation, maintenance and management of the Services, including development of its features, functions and technology, and any adaptation or reconfiguration thereof as may be necessary for purposes of providing access to, and use of, the content therein.

3.3 Data Protection and Disaster Recovery. Oracle shall maintain appropriate managerial, operational, and technical safeguards designed to preserve the integrity and security of the Client Data while in its possession and control hereunder. Such safeguards shall be at least as stringent as those set forth in Exhibit A (Data Protection and

Disaster Recovery). Oracle shall notify Client if it knows of any breach of this Section 3.3.

3.4 Subcontractors. Oracle shall be permitted to enter into an arrangement with one or more subcontractors to fulfill any of Oracle's obligations hereunder. Oracle shall be responsible for any breach of this Agreement that is caused by a subcontractor.

3.5 Communication with Customers. As part of the provision of the Services, Oracle may need to communicate with Customers from time-to-time. Client hereby grants Oracle the limited right to communicate with Customers as may be reasonably necessary or beneficial to provide or improve the Services.

4. CLIENT OBLIGATIONS.

4.1 Client Data. Client shall provide the Client Data to Oracle in the format and at the times specified in the Order Form. Client shall be responsible for, and Oracle shall not be liable for, (i) ensuring that all consents have been obtained and all notices have been given, to the extent that any such consent or notice is required under applicable law, rules, regulations, agreement or Client policies to authorize Oracle to communicate with its Customers and use Client Data as contemplated by this Agreement and (ii) any breach of this Agreement resulting from the Client Data, including the delivery, accuracy, completeness and consistency thereof. Client shall make available in a timely manner at no charge to Oracle all content, graphic files, Client Brand information and other information and resources of Client reasonably required by Oracle for the performance of its obligations under this Agreement.

4.2 Accounts. Client shall be responsible for the security of its Administrative Users' accounts and passwords, and shall promptly notify Oracle of any unauthorized use of any password or account or any other known or suspected breach of security. Client shall be responsible for the acts or omissions of its Administrative Users in connection with the use of, and access to, the Services.

4.3 Feedback. Client shall provide Oracle with prompt written notification of any comments or complaints about the Services that are made to Client by Customers, and of any problems with the Services or their use that Client becomes aware of during the Term.

4.4 Assistance to Oracle. Client shall, at its expense, provide reasonable assistance and access to Oracle to the limited extent necessary to enable Oracle to perform its obligations under this Agreement, including any obligations with respect to an Order Form.

5. FEES AND EXPENSES; PAYMENTS.

5.1 Fees. Client shall pay to Oracle, without offset or deduction, all fees required by each Order Form and payment schedule. Oracle shall submit invoices to Client according to the relevant payment schedules indicated on the applicable Order Form, and each invoiced amount will be due and payable within 30 days of the invoice date. .

5.2 Taxes. Except as may otherwise be stated in the Order Form, Client agrees to pay any sales, value-added or other similar taxes imposed by applicable law that we must pay based on the Services ordered, except for taxes based on Oracle's income. If Client is a tax exempt entity, it must provide the applicable tax certificate of exemption with its order. Reimbursement of expenses related to any non-Cloud Oracle services ordered, such as professional services, if any, will be addressed in the relevant ordering document and/or statement of work. Fees for Services listed in an order are exclusive of taxes and expenses.

5.3 Invoice Disputes. If Client disputes in good faith any portion of an invoice or any other amount due under this Agreement, Client shall notify Oracle in writing within 30 days after receipt of the invoice with an explanation of the nature of the dispute. Unless a written notice of a dispute as to invoiced or due amounts is received by Oracle within such 30-day period, the invoice or amount due shall be deemed correct and payable in full by Client.

6. CONFIDENTIAL INFORMATION.

6.1 Ownership of Confidential Information. As between the Parties, all Confidential Information is and shall remain proprietary to the disclosing Party.

6.2 Mutual Confidentiality Obligations. Each Party agrees (i) to use Confidential Information disclosed by the other Party only as described herein; (ii) to protect the other Party's Confidential Information with the same standard of care it uses to protect its own Confidential Information, but in no event less than reasonable care, (iii) not to disclose the other Party's Confidential Information without its prior written consent to any third party except as provided in Section 6.3.

6.3 Permitted Disclosures. Notwithstanding the above, a Party may disclose the Confidential Information of the other Party (i) to such personnel, agents, consultants, attorneys or professional advisors of the disclosing Party or its prospective or actual investors, financiers, successors or assigns, if any, who have a bona fide need to access such information and are bound by confidentiality obligations at least as protective as those set forth in this Article 6 and (ii) to the limited extent required to comply with applicable law, provided that the Party making the disclosure pursuant to the law or order shall if permitted by applicable law first have given written notice to the other Party to allow the other Party the opportunity to seek injunctive relief or other relief available at law to prevent the release of the Confidential Information.

6.4 Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Article 6 shall not apply to Confidential Information that: (i) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; or (v) is independently developed by the recipient.

6.5 Terms of Agreement. Each Party shall be entitled to disclose to third parties the existence of this Agreement, but the fees and other terms and conditions of this Agreement (including the Order Form) shall be the Confidential Information of Oracle subject to the terms of this Article 6 (to the extent permitted by law).

7. REPRESENTATIONS AND WARRANTIES.

7.1 General Representations. Each Party hereby represents and warrants that (i) it has the rights, power and authority necessary to enter into this Agreement; and (ii) this Agreement, when executed and delivered by the other Party, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.

7.2 Service Warranty. Oracle hereby represents and warrants that the Services will conform in all material respects to the requirements set forth in the Order Form; provided, however, that Oracle does not warrant that the Services will be error free or will operate without interruption. Client's exclusive remedy for any breach of this Section 7.2 shall be the re-performance of the breaching Services. If Oracle is unable to re-perform the breaching Services as warranted within 30 days of receipt of notice of breach, Client shall be entitled to recover the fees paid to Oracle for the breaching Services, subject to Section 8.3.

8. DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY.

8.1 Client Data and Third Party Data. Oracle makes no representations or warranties regarding any Client Data or Third Party Data made available in connection with, the Services. Oracle is not responsible for the accuracy, reliability, legality or validity of any Client Data or Third Party Data.

8.2 Disclaimer. Except as expressly represented or warranted in Article 7, the Services, the Oracle Content, the Third Party Data and all other data, materials, or information provided by Oracle are provided "as is," and Oracle disclaims any and all other promises, representations and warranties, whether express or implied.

8.3 Exclusions of Remedies; Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM. EXCEPT IN THE CASE OF FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE CUMULATIVE LIABILITY OF ORACLE TO CLIENT FOR ALL CLAIMS ARISING FROM OR

RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID TO ORACLE BY CLIENT DURING THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

9. INDEMNIFICATION.

9.1 By Oracle. Oracle shall indemnify, defend and hold harmless Client from and against any and all losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from any claim (a "***Claim***") by any third party that the Services infringe a third party's patents issued in an applicable jurisdiction as of the Effective Date, or infringe a third party's copyrights or trade secret rights under laws of any applicable jurisdiction. If an infringement claim is made or appears possible, Client agrees to permit Oracle, at Oracle's sole discretion, to enable Client to continue to use the Services, or to modify or replace any such infringing material to make it non-infringing. If Oracle determines that none of these alternatives is reasonably available, Client shall, upon written request from Oracle, cease use of, and, if applicable, return, those materials that are the subject of the infringement claim. This Section 9.1 shall not apply to any claims arising, in whole or in part, from a Client Indemnity Responsibility.

9.2 By Client. To the extend not prohibited by law, Client agrees to hold harmless, indemnify, and, at Oracle's option, defend Oracle from and against any Claim resulting from (i) intellectual property infringements arising from a combination, operation or use of the Services with other software, hardware or technology not provided by Oracle; or (ii) errors, inaccuracies or omissions in the Client Data or failures to obtain required consents or provide required notices relating to the Client Data (each a ***"Client Indemnity Responsibility"***).

9.3 Procedure. As a condition to the indemnifying Party's obligation under this Article 9, the Party seeking indemnification must: (i) promptly notify the indemnifying Party in writing of the claim, (ii) cooperate with the indemnifying Party, and (iii) allow the indemnifying Party sole authority to control the defense and settlement of such claim (to the extent permitted by law). The indemnifying Party will not settle any third-party claim against the indemnified Party unless such settlement completely and forever releases indemnified Party from all liability with respect to such claim or unless the indemnified Party consents to such settlement, and further provided that the indemnified Party will have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice, at such indemnified Party's expense.

10. TERM AND TERMINATION.

10.1 Agreement Term. The term of this Agreement (the **"*Term*"**) will commence on the Effective Date and will continue until the later of (i) three years after the Effective Date and (ii) the date on which all Services contemplated under all Order Forms have been completed, unless earlier terminated in accordance with this Article 10.

10.2 Services Term. Services shall be provided for the Services period defined in the applicable Order Form. Services will not automatically be extended or renewed for an additional Services Period of the same duration. In order to extend the Services, Client must provide Oracle with written notice no later than thirty (30) days prior to the end of the applicable Services period of its intent to renew such Services and Client must execute appropriate paperwork (e.g., new Order Form, amendment, new contract) evidencing such extension. The preceding sentence shall not apply if Oracle provides Client with written notice no later than ninety (90) days prior to the end of the applicable Services Period of its intention not to renew or extend such Services. There will be no auto-renewal of Order Forms.

10.3 Termination for Breach. Either Party may terminate this Agreement in the event of a material breach by the other Party by providing written notice to the breaching Party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party shall have a right to cure such breach within 10 days of receipt of such notice if it is a breach of a payment obligation and within 30 days of receipt of such notice if it is a breach of any other obligation, and this Agreement shall terminate in the event that such cure is not made within such 30-day period.

10.4 Termination for Convenience. Client may terminate this Agreement at any time without cause by giving Oracle 30 days' prior written notice of such termination. Termination of the Agreement will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if this Agreement were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of this Agreement.

10.5 Suspension of Access. Oracle may suspend access to any or all of the Services in the event any amount due under this Agreement is not received by Oracle within 10 days after it was due.

10.6 Effect of Termination. Upon any termination of this Agreement: (i) Client shall immediately discontinue all use of the Services and any Oracle Confidential Information; (ii) Client shall delete any Oracle Confidential Information from Client's computer storage or any other media including, but not limited to, paper files and online and off-line libraries; (iii) Oracle shall delete any Client Confidential Information and Client Data from Oracle's computer storage or any other media including, but not limited to, paper files and online and off-line libraries; (iv) each Party shall discontinue use of the other Party's Brand; and (v) Client shall promptly pay to Oracle all amounts due and payable hereunder.

10.7 Survival. The provisions of Articles 1, 2.5, 2.6, 5, 6, 7, 8, 9, 10.6, 10.7, and 12 shall survive the termination of this Agreement.

11. INSURANCE. Before the commencement of any work, or the providing of any service, Oracle shall provide Client with a valid certificate of insurance showing evidence of the following coverages and amounts with such insurance companies that have A. M. Best ratings of at least A (VII) or better:

11.1. Workers' Compensation & Employers Liability Insurance: As required by the applicable state with Waiver of Subrogation in favor of Client.

(i) Workers' Compensation: Statutory;

(ii) Employers' Liability:

Bodily Injury by Accident:	$1,000,000 each accident
Bodily Injury by Disease:	$1,000,000 each employee $1,000,000 policy limit

11.2. Commercial General Liability Insurance: With limits of not less than $1,000,000 per occurrence, per project/location, for bodily injury, personal injury and property damage liability coverage, including the following: all premises and operations, products/completed operations, independent contractors, separation of insureds, defense and contractual liability. Client shall be named as an additional insured on a primary, non-contributory basis for liability arising directly or indirectly from services and waiver of subrogation in favor of the Company.

11.3. Automobile Liability Insurance: When any motor vehicle (whether owned, non-owned or hired) is used in connection with services to be performed, with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. Client shall be named as an additional insured and waiver of subrogation in favor of Client.

11.4. Umbrella/Excess Liability Insurance: With limits not less than $5,000,000 per occurrence, which will provide additional limits for Employers, General and Automobile Liability Insurance. Client shall be named as an additional insured and waiver of subrogation shall apply.

11.5. Professional Liability (Errors and Omissions) Insurance: When any professional performs services in connection with the contract, Oracle shall maintain Professional Liability Insurance covering acts, errors or omissions with limits of not less than $1,000,000 for each wrongful act and $2,000,000 in the aggregate. Coverage extensions shall include contractual liability.

12. MISCELLANEOUS.

12.1 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties and supersedes all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and

neither Party shall be bound by any conditions, inducements or representations other than as expressly provided for herein.

12.2 Independent Contractors. In making and performing this Agreement, Client and Oracle act and will act at all times as independent contractors, and nothing contained in this Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time will either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.

12.3 Affiliates. Order Forms may be executed by wholly-owned subsidiary operating companies of Oracle. In such cases, the subsidiary executing the Order Form shall be automatically joined to this Agreement, the Services contemplated in such Order Form shall be performed by such subsidiary and the liability of the subsidiary executing an Order Form shall be several and not joint and shall be limited to such subsidiary's interest in the Agreement.

12.4 Notices. Any notice required under this Agreement shall be provided to the other party in writing. If Client has a legal dispute with Oracle or if Client becomes subject to insolvency or other similar legal proceedings, Client will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, CA 94065, Attention: General Counsel, Legal Department. Oracle may give notices applicable to our Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to Client by electronic mail to Client's e-mail address on record in Oracle's account information or by written communication sent by first class mail or pre-paid post to Client's address on record in Oracle's account information..

12.5 Amendments; Modifications. This Agreement may not be amended or modified except in a writing duly executed by authorized representatives of both Parties.

12.6 Assignment; Delegation. Client shall not assign any of its rights or delegate any of its duties under this Agreement without the express, prior written consent of Oracle, and, absent such consent, any attempted assignment or delegation will be null, void and of no effect.

12.7 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

12.8 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions of this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

12.9 Waiver. No waiver under this Agreement will be valid or binding unless confirmed in writing by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

12.10 Force Majeure. Except with respect to payment obligations hereunder, if a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example, war, acts of terror, earthquake, riot, fires, labor disturbance, floods, epidemics, failure of public utilities or public transportation systems, Internet disturbance, denial of service attacks or acts of governmental bodies, such failure or delay will not be deemed to constitute a breach of this Agreement, , provided that if such Party is prevented or delayed from performing for more than 90 days, the other Party may terminate this Agreement upon 30 days' prior written notice. Without limiting the foregoing, Oracle shall not be liable for any delay in performing or failure to perform its obligations hereunder as a result of Client's delays, acts or omissions.

12.11 UCITA. The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

12.12 Anti-Corruption. Client confirms that neither it, nor any of its employees or representatives, has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any Oracle employees or agents in connection with this Agreement. Except where prohibited by law, reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

12.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement. A copy of this Agreement delivered by email or other electronic means shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

12.14 Interpretation. The headings in this Agreement are inserted merely for the purpose of convenience and will not affect the meaning or interpretation of this Agreement. The terms "include", "includes" and "including" shall be deemed followed by the words "without limitation," and the term "or" is not exclusive. The words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

[End of terms.]

[To be provided following completion of scoping.]

EXHIBIT A

Data Protection and Disaster Recovery for Oracle Opower Services

This Exhibit A sets forth the safeguards that Oracle has in place in order to protect the confidentiality and integrity of Client Data held by Oracle. Oracle shall maintain data protection and disaster recovery standards at least as stringent as this Exhibit A during the term of the Agreement.

A. DATA PROTECTION AND SECURITY:

Oracle shall have in place information security safeguards that are designed to conform to or exceed industry best practices regarding the protection of the confidentiality, integrity and availability of Client and customer information. These information security safeguards (the "**Information Security Program**") shall be materially consistent with, or more stringent than, the safeguards described in this Exhibit.

Overview. Oracle uses a defense-in-depth strategy designed to secure Personally Identifiable Information and usage and billing data received from Client or its Customers ("**Customer Data**"). This is achieved by reference to the National Institute of Standards and Technology (NIST) Risk Management Framework (to include the recently released NISTIR 7628 Guidelines for Smart Grid Cyber Security) as the foundation of our Information Security Program. Managerial, operational, and technical, security controls are implemented by Oracle to protect the confidentiality, integrity, and availability of Client and customer data are derived from the NIST SP 800-53 and NISTIR 7628 control families.

Specifically, Oracle's Information Security Program for Oracle Opower Services includes the following:

Service Organization Control 2 (SOC 2) Type 2 Report: Oracle has successfully completed a Service Organization Controls (SOC) 2 Type 2 examination related to the Security and Confidentiality principles of the American Institute of Certified Public Accountants (AICPA) Trust Services Principles (the "**SOC 2 Examination**") and obtained an unqualified opinion from an internationally-recognized, independent audit firm regarding compliance with such principles. Oracle will conduct a SOC 2 Examination on an annual basis and, upon request, will provide Client with a copy of the applicable attestation letters resulting from each such examination.

Data Storage. Customer data is stored at independently verified SSAE-16 / SOC I Type II certified Tier-III data centers. The data centers' physical and environmental security includes industry-leading network hardening and active monitoring, digital security video surveillance, 24/365 on-site security staff, and biometric access control.

Role-Based Logical Access Control. Oracle employs role-based access controls to servers containing Customer Data. Authorized employees must use individual account and authentication credentials to gain access to Customer Data. Oracle controls access to back end servers through authentication handled with key-based SSH sessions. Authorization is done on a least privilege model. Oracle requires security awareness training for employees with access to Customer Data.

Information Classification and Handling. Oracle classifies information assets using specific sensitivity labels and handling procedures so that appropriate security controls are applied to Customer Data.

Secure Data Transfer. Oracle requires that all Customer Data containing Personally Identifiable Information transmitted to or from the Oracle information system use approved secure transfer processes such as Oracle's secure file transfer protocol (SFTP) and Oracle's Data Transfer Specification. Data traversing the SFTP connection is authenticated and encrypted during transmission utilizing public/private keys.

Secure Web Communications. Oracle's Website Portal and Customer Service Application utilize HTTPS for securing web server to web browser communications using a Secure Sockets Layer (SSL) encrypted 128-bit certificate signed by an approved Certificate Authority. This establishes the encryption of the session, designed to protect the transmitted data between the end-user and the application.

Network and Security Monitoring. Oracle's infrastructure incorporates firewalls, intrusion detection systems, vulnerability management tools and other technologies designed to monitor for network security events.

Vulnerability Assessments. Oracle performs periodic internal and external web application and network vulnerability assessments that include the use of independent third-party assessors as part of its continuous monitoring program to assess the application and operation of its security controls The scope of these audits includes assessment of compliance with Open Web Application Security Project (OWASP) Top 10 Web Vulnerabilities (www.owasp.org). Oracle will use commercially reasonable efforts to promptly install applicable security patches and updates.

Website Portal Security Controls and Procedures:

User Authentication. Access to the Oracle Website Portal and Customer Service Application requires a valid unique user ID and password combination, which are encrypted via SSL while in transmission.

Security Controls: The Oracle Website Portal and Customer Service Application include the following security controls:

- Unique user IDs so that activities can be attributed to the responsible individual.
- User lock-out controls after consecutive failed login attempts.
- Controls to terminate a User session after a period of inactivity.
- Password complexity requirements (requires letters and numbers).

Security Procedures, Policies and Logging: The Oracle Website Portal and Customer Service Application are operated in accordance with the following procedures to enhance security:

- User access log entries will be logged
- Logging will be kept for a minimum of 90 days.
- Logging will be kept in a secure area to prevent tampering.
- Passwords are reset to a random value (which must be changed on first use) and delivered automatically via email to the requesting user.

Viruses: The Oracle Energy Reporting System has been designed to avoid the introduction of viruses to Client's systems; however, the Service does not scan for viruses or malware included in attachments, iterative data files or other data when provided by Client to Oracle. Oracle utilizes antivirus technologies for its Windows machines.

Incident Response. In the event of a security breach, Oracle's System Administration Team and Security Team will perform a risk-based assessment of the situation and develop appropriate mitigating strategies in accordance with Oracle incident response procedures, which include contacting the Client.

Security Plan Changes. Oracle periodically updates and implements enhancements to the Information Security Program, and may add or modify security controls, procedures, policies and features. These additions and modifications will not make the Information Security Program less protective than it was on the effective date of the Agreement in any material respect.

Hosted Services. Oracle Energy Reporting System utilizes industry-leading hosted storage and application services, such as Amazon Web Services and Apigee for APIs, that employ security practices that meet or exceed the practices described in this exhibit. For more information on Amazon Web Services security practices, see http://aws.amazon.com/security/security-resources. For more information on Apigee's security practices, see: www.apigee.com.

B. DISASTER RECOVERY:

Production Site Recovery Methodology:

Overview: Oracle's Primary data centers provide production services for the Oracle Energy Reporting System and geographically separate disaster recovery ("**DR**") data center(s) provide(s) recovery services if needed as a result of a disaster. All data received from Client or Customers for purposes of the Oracle Energy Reporting System is maintained in both the primary data centers and the DR data center(s).

Hardware: All data centers utilize carrier-grade components designed to support high level of availability and performance. Extensive use of high availability servers and network technologies, combined with multicarrier and carrier-neutral network strategy, mitigate the risk of single points of failure and provide a highly resilient environment.

Data Replication / Backups: Oracle performs remote data replication of all production data to a geographically remote DR site.

Specifically, nightly backups are performed at all the production data centers and backups are made at Oracle's remote DR data center as follows:

- Data Volume Backup Schedule - Hourly Snapshots
- Disk Backup Schedule- Weekly Full/Nightly Incremental
- Site to Site Backup Schedule – Nightly

Should there be a catastrophic failure at a primary data center or another type of disaster affecting that facility, Oracle would initiate its disaster recovery process. Recovery would be performed locally on-site at the Oracle's primary data centers if the recovery could be completed within Oracle's recovery time objective ("**RTO**") and recovery point objective ("**RPO**"). If recovery could not be completed at Oracle's primary data center within the RTO and RPO, recovery would be performed at Oracle's remote DR data center(s).

Data Center Recovery Planning Progress:

As a part of developing a viable disaster recovery plan and program for the production environment and platforms, Oracle conducts periodic disaster recovery exercises.

The scope of the disaster recovery exercise is to validate the ability to recover production data from a primary data center to the DR data center utilizing developed operational and disaster recovery procedures and documentation. Key elements of proof currently include:

- Network access
- Hardware and / or server component accessibility.
- Application accessibility
- Data currency (RPO)
- Plan elements are reviewed and updated
- Task, script and procedures remain current

Data Center Facilities:

Oracle Opower services run from enterprise-grade data centers. Cameras provide interior and exterior surveillance, monitored by onsite security guards around the clock. Various combinations of Card-key access, PIN-based & bio-metric system restrict access to and within the data center. Electrical power, telecommunications, and environmental systems (cooling, fire suppression, etc.) are redundant with uninterruptible power supply units, generators, and water supplies available for emergency use. Heat, smoke, fire detecting and suppression systems are strategically located throughout the facility. Building logic control systems monitor temperature, humidity, and other environmental conditions. Notification via email/paging mechanisms and onscreen dashboards display all critical functions and any alarm conditions.

Power:

Oracle's solution is designed to offer an uninterrupted power supply while the load is being transitioned to emergency/generator power in the case of a utility outage. Both the primary and the DR data centers have power capacity to support the load for the entire facility for a minimum of 48 hours on emergency generator power with multiple vendors to supply fuel as required. In the event of a critical data center facility service impacting failure or disaster, Oracle has the ability to transition to a data replicated, geographically diverse DR data center.

EXHIBIT B

Service Level Agreement for Oracle Opower Services

This Service Level Agreement (the "***SLA***") is an exhibit to the Master Service Agreement (the "***Agreement***") between Client and Oracle America, Inc. Defined terms used herein and not otherwise defined shall have the same meaning given to those terms in the Agreement.

SECTION 1. SERVICE LEVELS

1.1 Service Levels

The purpose of this SLA is to define certain measurable performance levels (the "***Service Levels***") for the provision of the Services. Oracle shall maintain the Service Levels set forth herein during the Access Term.

If Oracle fails to meet any of the Service Levels set forth in this SLA, Oracle shall do the following:

⇒ Promptly investigate and report on the causes of the problem;

⇒ Use reasonable efforts to correct the problem and meet the applicable Service Levels as soon as practicable; and

⇒ Provide Client reasonable evidence that the causes of such problem have been cured or shall be cured within a reasonable time period, to the extent requested by Client.

1.2 Reporting

Oracle will monitor compliance with these Service Levels on an ongoing basis. In the event that (i) Oracle has identified a breach of a Service Level as a result of its monitoring or (ii) Client believes, in good faith, that Oracle has breached a Service Level and communicates such suspected breach to Oracle within 30 days thereof, then Oracle will provide a report to Client on Oracle's performance of such Service Level for the applicable calendar month. Oracle will provide this report prior to the later of (A) thirty (30) days following the end of the calendar month during which the suspected breach occurred and (B) 30 days following receipt of the applicable notice of suspected breach from Client.

SECTION 2: SERVICE LEVEL CATEGORIES

2.1 Service Availability – Oracle Website Portal Availability

The Oracle Website Portal will be available to Client and its Designated Customers not less than **99%** of each calendar month.

The Oracle Website Portal will be considered unavailable if the end user is unable to log in or gain access to the portal, and shall not include unavailability caused by Scheduled Downtime or issues beyond Oracle's reasonable control.

Oracle reserves the right to conduct scheduled maintenance, which will (i) be announced to Client at least 72 hours in advance and (ii) will occur outside of the hours of 7AM to 10PM Monday through Friday, Eastern Time ("***Scheduled Downtime***").

In the event that the Services include single-sign-on or seamless/tab-level integration for the Oracle Website Portal, Client shall provide Oracle with ongoing login data into Client's web-based portal and additional assistance reasonably required for Oracle to monitor and verify compliance with this Service Level in accordance with its verification protocols.

2.2 Technical Support

Oracle's Client Support Group is available to provide technical assistance during the following "***Business Hours***": Monday to Friday from 9 a.m. to 8 p.m. local time, with the exception of Oracle holidays[1]. Outside of these times, technical support is on call to address system and infrastructure related issues.

Method of Contact:

Client may contact Oracle using any of the following methods, however all support requests must be entered via the Oracle Client Support Portal at http://support.opower.com.

Client Support Contact Options	
Client Support Portal	http://support.opower.com
Email Support	support@opower.com
Phone Support	1-877-870-8416

Client shall provide the name of the Project Manager and/or Primary Technical Contact, with a total of up to 5 designated Primary Technical Contacts who are eligible to submit and obtain updates on a support request with Oracle Client Support. Primary Technical Contacts have completed product training and are internal experts with the Oracle Opower product.

Client Technical Support Service Levels:

Priority	Priority Description	Response Times*
Critical	The Oracle Website Portal is unavailable to all users and no workaround is available.	During Business Hours (US Eastern Time) - 90 minutes; Outside of Business Hours (US Eastern Time)- 240 minutes; Efforts to correct problem will begin immediately
High	The Oracle Website Portal is available to users, but one or more major functions (e.g. ability to view customer data) are inoperable, and no workaround is available.	240 minutes during Business Hours (US Eastern Time)
Medium	One or more product features or functions of the Oracle Website Portal are not performing properly, but a workaround is reasonably available.	2 business days
Low	The material portions of the Oracle Website Portal are operable but the system is experiencing minor operational problems.	5 business days

** The response times above represent the amount of time that Oracle commits to respond to Client's support request and commence remediation work. Response times are calculated from the time that the support inquiry is entered into the Oracle Client Support Portal.*

Ongoing Technical Support Response and Support Parameters:

Oracle maintains internal escalation and notification procedures to ensure that timely responses and feedback is provided for all open support requests. In the event of Critical or High priority issues that are not responded within the timeframe specified by the service levels, these support requests will be escalated to Oracle's Sr. Manager of Client Support Operations and Sr. Director of Technology and SaaS Operations.

[1] Oracle holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and the period between Christmas day and New Year's Day.