

## **Appendix A - Technical Specifications**

### **095-18 Consulting Services for Oracle Contract Negotiation and License and Strategy Assessment**

#### **1.1.1. SCOPE OF WORK**

The purpose of this Invitation to Negotiate (the "ITN") is to evaluate and select a vendor that can provide JEA with consulting services for its Oracle contract negotiations, including licensing and maintenance agreements, and provide JEA with an overall strategy assessment (the "Work" or "Services"). JEA intends to award a (1) year Contract, with two (2) optional one (1) year renewals. The Services may be updated/expanded/revised as needed through the Term of the Contract.

The company that will be awarded the JEA Contract must have advanced experience in contract negotiations with Oracle that can assist JEA in working with Oracle, or if requested, the capability of working directly with Oracle on JEA's behalf. The major goals for JEA of this engagement will be substantial cost reduction, proper and efficient license alignment and strategy, risk mitigation and enhancing JEA's partnership with Oracle. Specifically JEA is looking for a company capable of providing the following deliverables as needed through the contract term:

- (1) Complete review of all JEA's Oracle contracts and provide report of how JEA compares with other similar clients and provide specific actions for cost reductions, and improvement in strategy and efficiency
- (2) Complete assessment of JEA's Oracle licenses alignment and strategy including co-termination of contracts and provide specific actions for cost reductions, and improvement in strategy and efficiency
- (3) Provide consulting for the removal of unneeded Oracle licenses or products potentially through busting a bundle of products and provide specific actions for cost reductions, and improvement in strategy and efficiency
- (4) Provide Oracle related ongoing compliance and advisory services and provide specific actions for cost reductions, and improvement in strategy and efficiency
- (5) Provide Oracle related ongoing consultation of new future state purchases including new Oracle licenses and Oracle Professional Services and provide specific actions for cost reductions, and improvement in strategy and efficiency

After the Responses are evaluated and scored JEA will shortlist up to four (4) Respondents. JEA may ask each shortlisted Respondent to make a presentation which will be scored for a maximum of twenty five (25) points. The two (2) scores obtained from the written Response and the presentation will be added together to determine the highest ranked Respondent. JEA reserves the right to request a Best and Final Offer (BAFO). At the conclusion of the ITN process, the Contract will be awarded highest ranked Respondent to perform the work.

#### **1.1.2. JEA CURRENT STATE OF ORACLE**

- (1) Oracle eAM (Enterprise Asset Management)
- (2) Oracle R12/ eBusiness Suite (financials, procurement, inventory, and HR)
- (3) Oracle CC&B (current SOR for meters)
- (4) Oracle SOA Suite (includes Oracle Service Bus for integrations)
- (5) Oracle OBIEE – traditional data warehouse and BI reports
- (6) See Appendix C- Oracle Signed OMA and schedules S, P, H and C
- (7) See Appendix D- JEA License Analysis by order number for all Software and Hardware products JEA has purchased from Oracle (the order number is synonymous with the "bundle" which JEA has not been able to break up)
- (8) See Appendix E- Oracle Spend Analysis

#### **1.1.3. JEA POSSIBLE FUTURE STATE OF ORACLE**

- (1) Oracle C2M
- (2) Oracle ERP, SOA, and OBIEE cloud migrations (remote or on premise)

#### **1.1.4. ITN SOLICITATION RESPONSE DELIVERABLES**

This includes but not limited to providing the following deliverables as needed through the contract term:

- (1) Provide an estimated savings/cost reduction to JEA based on JEAs current and potential future state
- (2) Describe how a baseline price is determined in a percentage of savings pricing model
- (3) Describe what criteria is used to determine contract review turnaround time
- (4) Describe how your company would handle transferring content, protecting content and disposing content
- (5) Explain what type of supporting detail is normally required to review HW/SW support contracts and professional services contracts
- (6) Unique/Additional Services—describe additional services that could enhance the performance for JEA's engagement, and any other things that make the Company unique. Include any creative options and alternatives, ROI, and improved support and increased value
- (7) Overall Engagement Approach—describe an understanding of JEA's overall project and work to be performed. Describe methodologies and procedures that will be used to achieve JEA's objectives. Provide comprehensive resource plan and schedule.

#### **1.1.5. CONTRACT DELIVERABLES**

- (1) Complete review of all JEA's Oracle contracts and provide report of how JEA compares with other similar clients and provide specific actions for cost reductions, and improvement in strategy and efficiency
- (2) Complete assessment of JEA's Oracle licenses alignment and strategy including co-termination of contracts and provide specific actions for cost reductions, and improvement in strategy and efficiency
- (3) Provide consulting for the removal of unneeded Oracle licenses or products potentially through busting a bundle of products and provide specific actions for cost reductions, and improvement in strategy and efficiency
- (4) Provide Oracle related ongoing compliance and advisory services and provide specific actions for cost reductions, and improvement in strategy and efficiency
- (5) Provide Oracle related ongoing consultation of new future state purchases including new Oracle licenses and Oracle Professional Services and provide specific actions for cost reductions, and improvement in strategy and efficiency

**All of the deliverables shall be detailed in a comprehensive report for JEA to take the next steps in implementation.**

**APPENDIX B RESPONSE FORM****095-18 Consulting Services for Oracle Contract Negotiation and License and Strategy Assessment**

Submit an **original and three (3) copies and one (1) CD or flash drive** along with other required forms in a sealed envelope to: JEA Procurement Dept., 21 W. Church St., Bid Office, Customer Center, 1<sup>st</sup> Floor, Room 002, Jacksonville, FL 32202-3139.

Company Name: \_\_\_\_\_

Company's Address \_\_\_\_\_

Phone Number: \_\_\_\_\_ FAX No: \_\_\_\_\_ Email Address: \_\_\_\_\_

**BID SECURITY REQUIREMENTS**

- ☒ None required  
☐ Certified Check or Bond (Five Percent (5%) of Total Bid Price)

**TERM OF CONTRACT**

- ☐ One Time Purchase  
☒ Annual Requirements 1 yr. term with (2) 1 yr optional renewals

**SAMPLE REQUIREMENTS**

- ☒ None required  
☐ Samples required prior to Bid Opening  
☐ Samples may be required subsequent to Bid Opening

**SECTION 255.05, FLORIDA STATUTES CONTRACT BOND**

- ☒ None required  
☐ Bond required 100% of Bid Award

**QUANTITIES**

- ☐ Quantities indicated are exacting  
☒ Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.

**INSURANCE REQUIREMENTS**

**Insurance required**

**PAYMENT DISCOUNTS**

- ☐ 1% 20, net 30  
☐ 2% 10, net 30  
☐ Other \_\_\_\_\_  
☐ None Offered

ENTER YOUR RESPONSE FOR THE ITN XXX-18 Consulting Services for Oracle Contract Negotiation and License and Strategy Assessment	PERCENTAGE OF SAVINGS
<b>REQUIRED: Percentage of Savings (Submit one percentage not a range, this number will be used for evaluation purposes)</b>	_____ %

ENTER YOUR RESPONSE FOR THE ITN XXX-18 SERVICES	FIXED FEE TOTAL BID AMOUNT
<b>OPTIONAL: Fixed Fee Total Bid Amount (This amount is for information only and will NOT be used for evaluation purposes)</b>	\$ _____

☐ I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

**RESPONDENT'S CERTIFICATION**

By submitting this Response, the Respondent certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Respondent's Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Respondent also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation, and that the Respondent is an authorized distributor or manufacturer of the equipment that meets the Technical Specifications stated herein.

We have received addenda \_\_\_\_\_

Handwritten Signature of Authorized Officer of Company or Agent \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ through \_\_\_\_\_

Printed Name and Title \_\_\_\_\_



## GENERAL TERMS- Public Sector

Oracle General Terms Reference:

US-OMA-271987

### The text of these General Terms differs from Oracle's standard General Terms.

These General Terms (these "General Terms") are between Oracle America, Inc. ("Oracle") and the entity identified below in the signature block ("You"). To place orders subject to these General Terms, at least one Schedule (as defined below) must be incorporated into these General Terms. If a term is relevant only to a specific Schedule, that term will apply only to that Schedule if and/or when that Schedule is incorporated into these General Terms.

Any one of Your minority owned subsidiaries specified on the attached subsidiary exhibit may also order services under the Master Agreement by entering into an order, signed by such subsidiary and Oracle, and agreeing to be bound by the terms of the Master Agreement and such order. For purposes of such order, "You" and "Your", as used in such order and the Master Agreement, shall be deemed to refer to the minority owned subsidiary executing such order. You may add a minority owned subsidiary to the attached subsidiary exhibit with Oracle's prior written consent.

### 1. DEFINITIONS

1.1 "Hardware" refers to the computer equipment, including components, options and spare parts.

1.2 "Integrated Software" refers to any software or programmable code that is (a) embedded or integrated in the Hardware and enables the functionality of the Hardware or (b) specifically provided to You by Oracle under Schedule H and specifically listed (i) in accompanying documentation, (ii) on an Oracle webpage or (iii) via a mechanism that facilitates installation for use with Your Hardware. Integrated Software does not include and You do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, operating systems, development tools, or system management software or other code that is separately licensed by Oracle. For specific Hardware, Integrated Software includes Integrated Software Options (as defined in Schedule H) separately ordered.

1.3 "Master Agreement" refers to these General Terms (including any amendments thereto) and all Schedule(s) incorporated into the Master Agreement (including any amendments to those incorporated Schedule(s)). The Master Agreement governs Your use of the Products and Service Offerings ordered from Oracle or an authorized reseller.

1.4 "Operating System" refers to the software that manages Hardware for Programs and other software.

1.5 "Products" refers to Programs, Hardware, Integrated Software and Operating System.

1.6 "Programs" refers to (a) the software owned or distributed by Oracle that You have ordered under Schedule P, (b) Program Documentation and (c) any Program updates acquired through technical support. Programs do not include Integrated Software or any Operating System.

1.7 "Program Documentation" refers to the Program user manual and Program installation manuals. Program Documentation may be delivered with the Programs. You may access the documentation online at <http://oracle.com/contracts>.

1.8 "Schedule" refers to all Oracle Schedules to these General Terms as identified in Section 2.

1.9 "Separate Terms" refers to separate license terms that are specified in the Program Documentation, readmes or notice files and that apply to Separately Licensed Third Party Technology.

1.10 "Separately Licensed Third Party Technology" refers to third party technology that is licensed under Separate Terms and not under the terms of the Master Agreement.

1.11 "Service Offerings" refers to technical support, education, hosted/outsourcing services, cloud services, consulting, advanced customer support services, or other services which You have ordered. Such Service Offerings are further described in the applicable Schedule.

1.12 "You" and "Your" refers to the entity that has executed these General Terms.

## **2. MASTER AGREEMENT TERM AND APPLICABLE SCHEDULES**

Orders may be placed under the Master Agreement for five years from the Effective Date (indicated below in Section 17). As of the Effective Date, the following Schedules are incorporated into the Master Agreement: Schedule P – Program and Schedule S – Services.

The Schedules set forth terms and conditions that apply specifically to certain types of Oracle offerings which may be different than, or in addition to, these General Terms.

## **3. SEGMENTATION**

The purchase of any Products and related Service Offerings or other Service Offerings are all separate offers and separate from any other order for any Products and related Service Offerings or other Service Offerings you may receive or have received from Oracle. You understand that you may purchase any Products and related Service Offerings or other Service Offerings independently of any other Products or Service Offerings. Your obligation to pay for (a) any Products and related Service Offerings is not contingent on performance of any other Service Offerings or delivery of any other Products or (b) other Service Offerings is not contingent on delivery of any Products or performance of any additional/other Service Offerings.

## **4. OWNERSHIP**

Oracle or its licensors retain all ownership and intellectual property rights to the Programs, Operating System, Integrated Software and anything developed or delivered under the Master Agreement.

## **5. INDEMNIFICATION**

5.1 To the extent not prohibited by law and subject to sections 5.5, 5.6 and 5.7 below, if a third party makes a claim against either You or Oracle ("Recipient" which may refer to You or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, hardware, or material (collectively, "Material") furnished by either You or Oracle ("Provider" which may refer to You or Oracle depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations; and
- c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

5.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid to the other party for it and, if Oracle is the Provider of an infringing Program, any unused, prepaid technical support fees You have paid to Oracle for the license of the infringing Program, if any. If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order.

5.3 Notwithstanding the provisions of section 5.2 and with respect to hardware only, if the Provider believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, the Provider may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may remove the applicable hardware (or portion thereof) and refund the net book value and, if Oracle is the Provider of infringing Hardware, any unused, prepaid technical support fees You have paid to Oracle for the Hardware, if any.

5.4 In the event that the Material is Separately Licensed Third Party Technology and the associated Separate Terms do not allow termination of the license, in lieu of ending the license for the Material, Oracle may end the license for, and require return of, the Program associated with that Separately Licensed Third Party Technology and shall refund any Program license fees You may have paid to Oracle for the Program.

5.5 Provided You are a current subscriber to Oracle technical support services for the Operating System (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support), then for the period of time for which You were a subscriber to the applicable Oracle technical support services (a) the phrase "Material" above in section 5.1 shall include the Operating System and the Integrated Software and any Integrated Software Options that You have licensed and (b) the phrase "Program(s)" in this section 5 is replaced by the phrase "Program(s) or the Operating System or Integrated Software or Integrated Software Options (as applicable)" (i.e., Oracle will not indemnify You for Your use of the Operating System and/or Integrated Software and/or Integrated Software Options when You were not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Linux operating system, Oracle will not indemnify You for Materials that are not part of the Oracle Linux covered files as defined at <http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf>.

5.6 The Provider will not indemnify the Recipient if the Recipient alters Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of Material which was provided to the Recipient, or if the Recipient continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or services not provided by Oracle. Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use a Program and that is used: (a) in unmodified form; (b) as part of or as required to use a Program; and (c) in accordance with the license grant for the relevant Program and all other terms and conditions of the Master Agreement, Oracle will indemnify You for infringement claims for Separately Licensed Third Party Technology to the same extent as Oracle is required to provide infringement indemnification for the Program under the terms of the Master Agreement. Oracle will not indemnify You for infringement caused by Your actions against any third party if the Program(s) as delivered to You and used in accordance with the terms of the Master Agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify You for any intellectual property infringement claim(s) known to You at the time license rights are obtained.

5.7 This section provides the parties' exclusive remedy for any infringement claims or damages.

## 6. TERMINATION

6.1 If either of us breaches a material term of the Master Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the Master Agreement. If Oracle terminates the Master Agreement as specified in the preceding sentence, You must pay within 30 days all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for Products ordered and/or Service Offerings received under the Master Agreement plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under the Master Agreement, You may not use those Products or Service Offerings ordered.

6.2 You may terminate this Master Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. If You end this Master Agreement as specified in the preceding sentence, You agree You must pay within 30 days all amounts which have accrued prior to the end of this Master Agreement, as well as all sums remaining unpaid for Products ordered and/or Service Offerings received under this Master Agreement plus applicable related taxes and expenses (if any).

6.3 If You have used an Oracle Financing Division contract to pay for the fees due under an order and You are in default under that contract, You may not use the Products and/or Service Offerings that are subject to such contract.

6.4 Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment and others which by their nature are intended to survive.



## 7. FEES AND TAXES; PRICING, INVOICING AND PAYMENT OBLIGATION

7.1 All fees payable to Oracle are due within 30 days from the invoice date. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the Products and/or Service Offerings You ordered, except for taxes based on Oracle's income. Reimbursement of expenses related to the provision of any Service Offering, if any, will be addressed in the relevant ordering document and/or statement of work for such services.

7.2 You understand that You may receive multiple invoices for the Products and Service Offerings You ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at <http://oracle.com/contracts>.

## 8. NONDISCLOSURE

8.1 By virtue of the Master Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). We each agree to disclose only information that is required for the performance of obligations under the Master Agreement. Confidential Information shall be limited to the terms and pricing under the Master Agreement and all information clearly identified as confidential at the time of disclosure.

8.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

8.3 Subject to the applicable law, we each agree not to disclose each other's Confidential Information to any third party other than those set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party. We may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under the Master Agreement. Nothing shall prevent either party from disclosing the terms or pricing under the Master Agreement or orders submitted under the Master Agreement in any legal proceeding arising from or in connection with the Master Agreement or disclosing the Confidential Information to a governmental entity as required by law. In the event You receive a valid request for Oracle's Confidential Information pursuant to applicable law, You will provide Oracle with reasonable notice of such request and give Oracle an opportunity to object to or limit any such disclosure.

8.4 This Section 8 (Nondisclosure) does not apply to the extent that Confidential information is required to be disclosed by applicable law, including Florida Statutes, Title X, Chapter 119 (Public Records). Notwithstanding the foregoing, if you receive a request for disclosure of Oracle Confidential Information, You agree to promptly notify Oracle in writing and give Oracle an opportunity to request confidentiality protection for any information to which You may deny access under law.

## 9. ENTIRE AGREEMENT

9.1 You agree that the Master Agreement and the information which is incorporated into the Master Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, are the complete agreement for the Products and/or Service Offerings ordered by You and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such Products and/or Service Offerings.

9.2 It is expressly agreed that the terms of the Master Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal or any other similar non-Oracle document and no terms included in any such purchase order, portal or other non-Oracle document shall apply to the Products and/or Service Offerings ordered. In the event of inconsistencies between the terms of any Schedule and these General Terms, the Schedule shall take precedence. In the event of any inconsistencies between the terms of an order and the Master Agreement, the order shall take precedence. The Master Agreement and orders may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Oracle Store by authorized representatives of You and of Oracle. Any notice required under the Master Agreement shall be provided to the other party in writing.

## 10. LIMITATION OF LIABILITY

Clinton Cole

E-signed 2014-07-31 08:52AM PDT

[clinton.d.cole@oracle.com](mailto:clinton.d.cole@oracle.com)

Contracts Manager

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE MASTER AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER THE SCHEDULE GIVING RISE TO THE LIABILITY, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PRODUCTS OR SERVICE OFFERINGS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT PRODUCT OR SERVICE OFFERINGS GIVING RISE TO THE LIABILITY.

#### 11. EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Products. You agree that such export laws govern Your use of the Products (including technical data) and any Service Offerings deliverables provided under the Master Agreement, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, product and/or materials resulting from Service Offerings (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. You shall include the following notice on packing lists, commercial invoices, shipping documents and other documents used in the transfer, export or re-export of the Products and any Service Offerings deliverables: "These commodities, technology, software, or hardware (including any Integrated Software and Operating System(s)) were exported in accordance with U.S. Export Administration Regulations and applicable export laws. Diversion contrary to applicable export laws is prohibited."

#### 12. FORCE MAJEURE

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic, electrical, Internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export, import or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Service Offerings and affected orders upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for Products and Service Offerings ordered or delivered.

#### 13. GOVERNING LAW AND JURISDICTION

The Master Agreement is governed by the substantive and procedural laws of the State of Florida and Oracle agrees to submit to the exclusive jurisdiction of, and venue in, the state and federal courts in Duval County, Florida.

#### 14. NOTICE

If You have a dispute with Oracle or if You wish to provide a notice under the Indemnification section of these General Terms, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood City, California, United States, 94065, Attention: General Counsel, Legal Department.

#### 15. ASSIGNMENT

You may not assign the Master Agreement or give or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings or an interest in them to another individual or entity. If You grant a security interest in the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, the secured party has no right to use or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, and if You decide to finance Your acquisition of any Products and/or any Service Offerings, You will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>. The foregoing shall not be construed to limit the rights You may otherwise have with respect to the Linux operating system, third party technology or Separately Licensed Third Party Technology licensed under open source or similar license terms.

#### 16. OTHER



16.1 Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance.

16.2 If any term of the Master Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of the Master Agreement.

16.3 Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to the Master Agreement may be brought by either party more than two years after the cause of action has accrued.

16.4 Products and Service Offerings deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.

16.5 If requested by an authorized reseller on Your behalf, You agree Oracle may provide a copy of the Master Agreement to the authorized reseller to enable the processing of Your order with that authorized reseller.

16.6 The Uniform Computer Information Transactions Act does not apply to the Master Agreement or orders placed under it.

16.7 You understand that Oracle's business partners, including any third party firms retained by You to provide consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for nor bound by any acts of any such business partner unless (i) the business partner is providing services as an Oracle subcontractor in furtherance of an order placed under the Master Agreement and (ii) only to the same extent as Oracle would be responsible for the performance of Oracle resources under that order.

#### 17. MASTER AGREEMENT EFFECTIVE DATE

The Effective Date of the Master Agreement is Jul 31, 2014. (DATE TO BE COMPLETED BY ORACLE)

<b>JEA</b>		<b>Oracle America, Inc.</b>	
<b>Signature</b>		<b>Signature</b>	
<b>Name</b>	<u>John P. McCarthy, Director</u>	<b>Name</b>	<u>Clinton Cole</u>
<b>Title</b>	<u>JEA Procurement Services</u> <u>Chief Procurement Officer</u>	<b>Title</b>	<u>Contracts Manager</u>
<b>Signature Date</b>	<u></u>	<b>Signature Date</b>	<u>Jul 31, 2014</u>

Clinton Cole  
E-signed 2014-07-31 08:52AM PDT  
clinton.d.cole@oracle.com  
Contracts Manager

**Exhibit A**  
**Minority Owned Subsidiaries**

**St. Johns River Power Park**  
**11201 New Berlin Road**  
**Jacksonville, Florida 32226**



Public Sector  
Schedule P - Program

Oracle America, Inc. ("Oracle")  
500 Oracle Parkway Redwood Shores, CA  
94065

Your Name:	JEA
General Terms Reference:	US-OMA-271987
Schedule Reference:	Schedule P

This Public Sector Program Schedule (this "Schedule P") is a Schedule to the General Terms referenced above. The General Terms and this Schedule P, together with any other Schedules that reference the General Terms, are the Master Agreement. This Schedule P shall coterminate with the General Terms.

**1. DEFINITIONS**

1.1 "Commencement Date" refers to the date of shipment of tangible media or the effective date of the order if shipment of tangible media is not required.

1.2 Capitalized terms used but not defined in this Schedule P have the meanings set forth in the General Terms.

**2. RIGHTS GRANTED**

2.1 Upon the full signing of Your order by both Oracle and You, You have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in the order), limited right to use the Programs and receive any Program-related Service Offerings You ordered solely for Your internal business operations and subject to the terms of the Master Agreement, including the definitions and rules set forth in the order and the Program Documentation. If accepted, Oracle will notify You and this notice will include a copy of Your Master Agreement.

2.2 Upon payment for Program-related Service Offerings, You have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for Your internal business operations anything developed by Oracle and delivered to You under this Schedule P ("deliverables"); however, certain deliverables may be subject to additional license terms provided in the order.

2.3 You may allow Your agents and contractors (including, without limitation, outsourcers) to use the Programs and deliverables for Your internal business operations and You are responsible for their compliance with the General Terms and this Schedule P in such use. For Programs that are specifically designed to allow Your customers and suppliers to interact with You in the furtherance of Your internal business operations, such use is allowed under the General Terms and this Schedule P.

2.4 You may make a sufficient number of copies of each Program for Your licensed use and one copy of each Program media.

**3. RESTRICTIONS**

3.1 The Programs may contain or require the use of third party technology that is provided with the Programs. Oracle may provide certain notices to You in Program Documentation, readmes or notice files in connection with such third party technology. Third party technology will be licensed to You either under the terms of the Master Agreement or, if specified in the Program Documentation, readmes or notice files, under Separate Terms. Your rights to use Separately Licensed Third Party Technology under Separate Terms are not restricted in any way by the Master Agreement. However, for clarity, notwithstanding the existence of a notice, third party technology that is not Separately Licensed Third Party Technology shall be deemed part of the Programs and is licensed to You under the terms of the Master Agreement.

If You are permitted under an order to distribute the Programs, You must include with the distribution all such notices and any associated source code for Separately Licensed Third Party Technology as specified, in the form and to the extent such source code is provided by Oracle, and You must distribute Separately Licensed Third Party Technology under Separate Terms (in the form and to the extent Separate Terms are provided by Oracle). Notwithstanding the foregoing, Your rights to the Programs are solely limited to the rights granted in Your order.

3.2 You may not:

- a. remove or modify any Program markings or any notice of Oracle's or its licensors' proprietary rights;
- b. make the Programs or materials resulting from the Service Offerings available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Program license or materials from the Service Offerings you have acquired);
- c. cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by Programs);
- d. disclose results of any Program benchmark tests without Oracle's prior written consent, except as required by applicable law, provided that You give Oracle prior notice and an opportunity to oppose such disclosure (unless prohibited by law).

3.3 The prohibition on the assignment or transfer of the Programs or any interest in them under section 15 of the General Terms shall apply to all Programs licensed under this Schedule P, except to the extent that such prohibition is rendered unenforceable under applicable law.

#### 4. TRIAL PROGRAMS

You may order trial Programs, or Oracle may include additional Programs with Your order which You may use for trial, non-production purposes only. You may not use the trial Programs to provide or attend third party training on the content and/or functionality of the Programs. You have 30 days from the Commencement Date to evaluate these Programs. To use any of these Programs after the 30 day trial period, You must obtain a license for such Programs from Oracle or an authorized reseller. If You decide not to obtain a license for any Program after the 30 day trial period, You will cease using and promptly delete any such Programs from Your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these Programs.

#### 5. TECHNICAL SUPPORT

5.1 For purposes of an order, technical support consists of Oracle's annual technical support services You may have ordered from Oracle or an authorized reseller for the Programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the technical support services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information and consents that Oracle may require in order to perform the technical support services. The technical support policies are incorporated in this Schedule P and are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of technical support services provided for supported Programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the order for the applicable technical support services. You may access the current version of the technical support policies at <http://oracle.com/contracts>.

5.2 Technical support is effective upon the Commencement Date unless otherwise stated in Your order.

5.3 Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with Your order may be renewed annually and, if You renew SULS for the same number of licenses for the same Programs, for the first and second renewal years the fee for SULS will not increase by more than 4% over the prior year's fees. If Your order is fulfilled by an authorized reseller, the fee for SULS for the first renewal year will be the price quoted to You by Your authorized reseller; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees.

5.4 If You decide to purchase technical support for any Program license within a license set, You are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if You agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support policies. If You decide not to purchase technical support, You may not update any unsupported Program licenses with new versions of the Program.

#### 6. PROGRAM-RELATED SERVICE OFFERINGS

In addition to technical support, You may order a limited number of Program-related Service Offerings under this Schedule P as listed in the Program-Related Service Offerings document, which is at <http://oracle.com/contracts>. You agree to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable Oracle to deliver these Service Offerings and You will perform the actions identified in the order as Your responsibility. If while performing these Service Offerings Oracle requires access to another vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.

Service Offerings provided may be related to Your license to use Programs owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such Programs.

## **7. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES**

7.1 Oracle warrants that a Program licensed to You will operate in all material respects as described in the applicable Program Documentation for a period of one year after delivery (i.e., via physical shipment or electronic download). You must notify Oracle of any Program warranty deficiency within one year after delivery. Oracle also warrants that technical support services and Program-related Service Offerings (as referenced in section 6 above) ordered and provided under this Schedule P will be provided in a professional manner consistent with industry standards. You must notify Oracle of any technical support service or Program-related Service Offerings warranty deficiencies within 90 days from performance of the deficient technical support service or Program-related Service Offerings.

**7.2 ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.**

**7.3 FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE ERRORS OF THE APPLICABLE PROGRAM LICENSE IN A COMMERCIALY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS.**

**7.4 TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

## **8. AUDIT**

Upon 45 days written notice, Oracle may audit Your use of the Programs. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Programs in excess of Your license rights. If You do not pay, Oracle can end (a) Program-related Service Offerings (including technical support), (b) Program licenses ordered under this Schedule P and related agreements and/or (c) the Master Agreement. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

## **9. ORDER LOGISTICS**

### **9.1 Delivery and Installation**

9.1.1 You are responsible for installation of the Programs unless the Programs have been pre-installed by Oracle on the Hardware You are purchasing under the order or unless You purchase installation services from Oracle for those Programs.

9.1.2 Oracle has made available to You for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the Programs listed in the Programs and Program Support Service Offerings section of the applicable order. Through the Internet URL, You can access and electronically download to Your location the latest production release as of the effective date of the applicable order of the software and related Program Documentation for each Program listed. Provided that You have continuously maintained technical support for the listed Programs, You may continue to download the Programs and related Program Documentation. Please be advised that not all Programs are available on all hardware/operating system combinations. For the most recent Program availability please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation with respect to Programs under the applicable order, electronic download or otherwise unless otherwise stated in Your Order.

9.1.3 If ordered, Oracle will deliver the tangible media to the delivery address specified on the applicable order. You agree to pay applicable media and shipping charges. The applicable shipping terms for the delivery of tangible media are: FCA Shipping Point, Prepaid, and Add.

### **9.2 Territory**

The Programs shall be used in the United States.





Public Sector  
Schedule S - Services

Oracle America, Inc. ("Oracle")  
500 Oracle Parkway  
Redwood Shores, CA 94065

Your Name:	JEA
General Terms Reference:	US-OMA-271987

This Public Sector Services Schedule (this "Schedule S") is a Schedule to the General Terms referenced above. The General Terms and this Schedule S, together with any other Schedules that reference the General Terms, are the Master Agreement. This Schedule S shall coterminate with the General Terms.

**1. DEFINITIONS**

1.1 "Services" refers to consulting, advanced customer support services, education or other services which you have ordered from Oracle under this Schedule S.

1.2 Capitalized terms used but not defined in this Schedule S have the meanings set forth in the General Terms.

**2. RIGHTS GRANTED / RESTRICTIONS**

2.1 Upon payment for Services, You have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for Your internal business operations anything developed by Oracle and delivered to You under this Schedule S ("deliverables"); however, certain deliverables may be subject to additional license terms provided in the order.

2.2 You may allow Your agents and contractors (including, without limitation, outsourcers) to use deliverables for Your internal business operations and You are responsible for their compliance with the General Terms and this Schedule S in such use.

2.3 Services provided may be related to Your license to use Products owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such Products.

**3. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES**

Oracle warrants that Services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any warranty deficiencies within 90 days from performance of the deficient Services.

**FOR ANY BREACH OF THE WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE RE-PERFORMANCE OF THE DEFICIENT SERVICES, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT SERVICES.**

**TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Clinton Cole

E-signed 2014-07-31 08:52AM PDT

clinton.d.cole@oracle.com

Contracts Manager

### 9.3 Pricing, Invoicing and Payment Obligation

9.3.1 In entering into payment obligations under an order, You agree and acknowledge that You have not relied on the future availability of any Program or updates. However, (a) if You order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the Master Agreement, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to You under an order and the Master Agreement.

9.3.2 Program fees are invoiced as of the Commencement Date.

9.3.3 Program-related Service Offering fees are invoiced after the performance of the Program-related Service Offering performance; specifically, technical support fees are invoiced quarterly in arrears. The period of performance for all Program-related Service Offerings is effective upon the Commencement Date.

9.3.4 In addition to the prices listed on the order, and unless specified otherwise in the Order, Oracle will invoice You for any applicable shipping charges or applicable taxes and You will be responsible for such charges and taxes.

Clinton Cole

E-signed 2014-07-31 08:52AM PDT

clinton.d.cole@oracle.com

Contracts Manager



## US-OMA-271987 - AMENDMENT ONE

### Agreement Information

This Amendment amends the Oracle Master Agreement – General Terms – Public Sector US-OMA-271987 dated July 31, 2014, and all amendments and addenda thereto (the "Agreement") between You and Oracle America, Inc. ("Oracle").

The parties agree to amend the Agreement as follows:

1. Section 2, MASTER AGREEMENT TERM AND APPLICABLE SCHEDULES

- a. The second sentence of the first paragraph is replaced with the following:

"As of the Effective Date, the following Schedules are incorporated into the Master Agreement:

- Schedule P – Program
- Schedule S – Services
- Schedule C – Cloud Services"

Subject to the modifications herein, the Agreement shall remain in full force and effect.

The Effective Date of this amendment is \_\_\_\_\_, (to be completed by Oracle)

JEA		Oracle America, Inc.	
Signature		Signature	_____
Name	John P. McQuinn	Name	_____
Title	DIRECTOR, SUPPLY CHAIN	Title	_____
Signature Date	11-30-16	Signature Date	_____

OK



## Schedule C Cloud Services-Public Sector

Oracle America, Inc. ("Oracle," "we," "us," or "our")  
500 Oracle Parkway  
Redwood Shores, CA 94065

Your Name ("You"):	JEA
Public Sector General Terms Reference:	US-OMA-271987

This Public Sector Cloud Services Schedule (this "Schedule C") is a Schedule to the Public Sector General Terms ("General Terms") referenced above. This Schedule C shall coterminate with the General Terms. For purposes of the Services under this Public Sector Schedule C ("Schedule C"), the General Terms and this Schedule C constitute, collectively, the "Master Agreement"; other Schedules to the General Terms, such as Public Sector Schedule P (Program Schedule), do not apply to the Services ordered under this Schedule C.

### 1. USE OF THE SERVICES

1.1 Oracle will make the Oracle services listed in Your order (the "Services") available to You pursuant to this Master Agreement and Your order. Except as otherwise stated in this Master Agreement or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with this Master Agreement or the order (the "Services Period"), solely for Your internal business operations. You may allow Your Users to use the Services for this purpose, and You are responsible for their compliance with this Master Agreement and Your order.

1.2 The Service Specifications describe and govern the Services. During the Services Period, Oracle may update the Services and Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content. Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

1.3 You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking, availability or performance testing of the Services; or (c) perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration testing of the Services (the "Acceptable Use Policy"). In addition to other rights that Oracle has in this Master Agreement and Your order, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

### 2. FEES AND PAYMENT

2.1 Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Master Agreement or Your order. Fees for Services listed in an order are exclusive of taxes and expenses.

2.2 If You exceed the quantity of Services ordered, then You promptly must purchase and pay fees for the excess quantity.

### 3. OWNERSHIP RIGHTS AND RESTRICTIONS

3.1 You or Your licensors retain all ownership and intellectual property rights in and to Your Content. Oracle or its licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of Oracle under this Master Agreement.

3.2 You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

3.3 You grant Oracle the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with this Master Agreement and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

3.4 You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by this Master Agreement or Your order.

#### **4. NONDISCLOSURE**

Your Content residing in the Services will be considered Confidential Information subject to the terms of this section and Section 8 of the General Terms. Oracle will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Oracle will protect the confidentiality of Your Content residing in the Services in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order.

#### **5. PROTECTION OF YOUR CONTENT**

5.1 In performing the Services, Oracle will comply with the Oracle privacy policy applicable to the Services ordered. Oracle privacy policies are available at <http://www.oracle.com/us/legal/privacy/overview/index.html>.

5.2 Oracle's Data Processing Agreement for Oracle Cloud Services (the "Data Processing Agreement"), which is available at <http://www.oracle.com/dataprocessingagreement> and incorporated herein by reference, describes how Oracle will process Personal Data that You provide to Oracle as part of Oracle's provision of the Services, unless stated otherwise in Your order. You agree to provide any notices and obtain any consents related to Your use of, and Oracle's provision of, the Services.

5.3 Oracle will protect Your Content as described in the Service Specifications, which define the administrative, physical, technical and other safeguards applied to Your Content residing in the Services and describe other aspects of system management applicable to the Services. Oracle and its affiliates may perform certain aspects of the Services (e.g., administration, maintenance, support, disaster recovery, data processing, etc.) from locations and/or through use of subcontractors, worldwide.

5.4 You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, or from Your use of the Services in a manner that is inconsistent with the terms of this Master Agreement. You may disclose or transfer, or instruct Oracle to disclose or transfer in writing, Your Content to a third party, and upon such disclosure or transfer Oracle is no longer responsible for the security or confidentiality of such content and applications outside of Oracle.

5.5 Unless otherwise specified in Your order (including in the Service Specifications), You may not provide Oracle access to health, payment card or similarly sensitive personal information that imposes specific data security obligations on the processing of such data greater than those specified in the Service Specifications. If available, You may purchase services from Oracle (e.g., Oracle Payment Card Industry Compliance Services) designed to address particular data protection requirements applicable to Your business or Your Content.

#### **6. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES**

6.1 Each party represents that it has validly entered into this Master Agreement and that it has the power and authority to do so. Oracle warrants that during the Services Period, Oracle will perform the Services using commercially reasonable care and skill in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide Oracle with a written



notice that describes the deficiency in the Services (including, as applicable, the service request number notifying Oracle of the deficiency in the Services).

**6.2 ORACLE DOES NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT ORACLE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. ORACLE IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.**

**6.3 FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND ORACLE WILL REFUND TO YOU THE FEES PAID TO ORACLE FOR THE DEFICIENT SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.**

**6.4 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.**

## **7. LIMITATION OF LIABILITY**

**7.1 IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THIS MASTER AGREEMENT), SALES, DATA, DATA USE GOODWILL OR REPUTATION.**

**7.2 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND ORACLE'S AFFILIATES ARISING OUT OF OR RELATED TO THIS MASTER AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID FOR THE SERVICES UNDER THE ORDER GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY UNDER SUCH ORDER.**

## **8. ADDITIONAL INFRINGEMENT INDEMNIFICATION TERMS**

**8.1 If Oracle is the Provider and exercises its option under Section 5.2 of the General Terms to end the license for and require the return of Material that is a component of the Services, including Oracle Software, then Oracle will refund any unused, prepaid fees that You have paid for such Material. If such Material is third party technology and the terms of the third party license do not allow Oracle to terminate the license, then Oracle may, upon 30 days prior written notice, end the Services associated with such Material and refund to You any unused, prepaid fees for such Services.**

**8.2 Oracle will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.).**

**8.3 The phrase "user documentation" in the first sentence of Section 5.6 of the General Terms includes the Service Specifications referenced in Your order for Services.**

## **9. TERM AND TERMINATION**

**9.1 Services provided under this Master Agreement shall be provided for the Services Period defined in Your order. If You order Cloud Services that are designated in the Service Specifications or Your order as Services that will be automatically extended, such Services will not automatically be extended for an additional Services Period of the same duration. In order to extend the Services, You must provide Oracle with written notice no later than thirty (30) days prior to the end of the applicable Services Period of Your intent to renew such Cloud Services and You execute a contract modification (or a new contract) evidencing such extension. The preceding sentence shall not apply if Oracle provides You 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 Cloud Services.**

9.2 Oracle may suspend Your or Your Users' access to, or use of, the Services if Oracle believes that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, Oracle will provide You with advance notice of any such suspension. Oracle will use reasonable efforts to re-establish the Services promptly after Oracle determines that the issue causing the suspension has been resolved. During any suspension period, Oracle will make Your Content (as it existed on the suspension date) available to You. Any suspension under this paragraph shall not excuse You from Your obligation to make payments under this Master Agreement.

9.3 If either of us breaches a material term of the Master Agreement as specified in Section 6.1 of the General Terms, and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the order under which the breach occurred. If Oracle terminates the order as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Master Agreement, You may not use those Services ordered.

9.4 You may terminate this Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. Termination of the Master 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 Master Agreement were still in full force and effect. However, those orders may not be renewed subsequent to termination of this Master Agreement.

9.5 For a period of no less than 60 days after the end of the Services Period of an order, Oracle will make Your Content (as it existed at the end of the Services Period) available for retrieval by You. At the end of such 60 day period, and except as may be required by law, Oracle will delete or otherwise render inaccessible any of Your Content that remains in the Services.

## **10. THIRD-PARTY CONTENT, SERVICES AND WEBSITES**

10.1 The Services may enable You to link to, transmit Your Content to, or otherwise access third parties' websites, platforms, content, products, services, and information. Oracle does not control and is not responsible for such third parties' websites, platforms, content, products, services, and information.

10.2 Any Third Party Content Oracle makes accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. You acknowledge and agree that Oracle is not responsible for, and has no obligation to control, monitor, or correct, Third Party Content. Oracle disclaims all liabilities arising from or related to Third Party Content.

10.3 You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties such as Facebook™, YouTube™ and Twitter™, etc. (each, a "Third Party Service"), depend on the continuing availability of such third parties' respective application programming interfaces (APIs). Oracle may need to update, change or modify the Services under this Master Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by Oracle in its sole discretion, Oracle may cease providing access to the affected Third Party Content or Third Party Services without any liability to You. Any changes to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under this Master Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

## **11. SERVICE MONITORING, ANALYSES AND ORACLE SOFTWARE**

11.1 Oracle continuously monitors the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or



violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

11.2 Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content or Confidential Information in a form that could serve to identify You or any individual, and Service Analyses do not constitute Personal Data. Oracle retains all intellectual property rights in Service Analyses.

11.3 Oracle may provide You with online access to download certain Oracle Software for use with the Services. If Oracle licenses Oracle Software to You and does not specify separate terms for such software, then such Oracle Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use such Oracle Software, subject to the terms of this Master Agreement and Your order, solely to facilitate Your use of the Services. You may allow Your Users to use the Oracle Software for this purpose, and You are responsible for their compliance with the license terms. Your right to use Oracle Software will terminate upon the earlier of Oracle's notice (by web posting or otherwise) or the end of the Services associated with the Oracle Software. If Oracle Software is licensed to You under separate third party terms, then Your use of such **software** is governed by the separate third party terms.

## 12. ADDITIONAL EXPORT TERMS

You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

## 13. ADDITIONAL NOTICE TERMS

13.1 Any notice required under this Master Agreement shall be provided to the other party in writing. To request a termination of Services in accordance with this Master Agreement, You must submit a service request to Oracle at the address specified in Your order or the Services Specifications.

13.2 Oracle may give notices applicable to Oracle's Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You by electronic mail to Your e-mail address on record in Oracle's account information or by written communication sent by first class mail or pre-paid post to Your address on record in Oracle's account information.

## 14. OTHER

14.1 Oracle is an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

14.2 Oracle's business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as Oracle's subcontractor on an engagement ordered under this Master Agreement and, if so, then only to the same extent as Oracle would be responsible for Oracle's resources under this Master Agreement.

14.3 Prior to entering into an order governed by this Master Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

14.4. Upon forty-five (45) days written notice and no more than once every twelve (12) months, Oracle may audit Your compliance with the terms of this Master Agreement and Your order. You agree to cooperate with Oracle's audit and to provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations.

14.5. It is expressly agreed that the terms of this Master Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document, and no terms included in any such purchase order, portal, or other non-Oracle document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and the Master Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. This Master Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of Oracle; however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. No third party beneficiary relationships are created by this Master Agreement. The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

## 15. AGREEMENT DEFINITIONS

15.1. "**Oracle Software**" means any software agent, application or tool that Oracle makes available to You for download specifically for purposes of facilitating Your access to, operation of, and/or use with, the Services.

15.2. "**Program Documentation**" refers to the user manuals, help windows, readme files for the Services and any Oracle Software. You may access the documentation online at <http://oracle.com/contracts> or such other address specified by Oracle.

15.3. "**Service Specifications**" means the following documents, as applicable to the Services under Your order: (a) the Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement, available at [www.oracle.com/contracts](http://www.oracle.com/contracts); (b) Oracle's privacy policy, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-Cloud Oracle service offerings acquired in Your order, such as professional services: the Cloud Hosting and Delivery Policies, Program Documentation, and the Data Processing Agreement. The following do not apply to any Oracle Software that is provided by Oracle as part of the Services and governed by the terms of this Master Agreement: the Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.

15.4. "**Third Party Content**" means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data.

15.5. "**Users**" means those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with this Master Agreement and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Cloud Services to interact with You, such third parties will be considered "Users" subject to the terms of this Master Agreement and Your order.

15.6. "**Your Content**" means all software, data (including Personal Data as that term is defined in the Data Processing Agreement for Oracle Cloud Services described in this Master Agreement), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under this Master Agreement, Oracle Software, other Oracle products and services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content"

15.7. Capitalized terms used but not defined in this Schedule C have the meanings set forth in the General Terms.



ORACLE MASTER AGREEMENT  
AMENDMENT ONE

ORACLE CONTRACT INFORMATION

This Oracle Master Agreement Amendment One (the "Amendment") amends the Oracle Master Agreement US-OMA-271987 dated July 31, 2014, and all amendments and addenda thereto (the "Master Agreement") between JEA ("You") and Oracle America, Inc. ("Oracle").

The parties agree to amend the Master Agreement as follows:

A. GENERAL TERMS

1. Section 2 MASTER AGREEMENT TERM AND APPLICABLE SCHEDULES

Delete the second sentence in the first paragraph and replace with the following:

"As of the Effective Date, the following Schedules are incorporated into this Master Agreement: Schedule P – Program, Schedule S – Services and Schedule H – Hardware."

Subject to the modifications herein, the Master Agreement shall remain in full force and effect.

The effective date of this Amendment is \_\_\_\_\_ (to be completed by Oracle)

JEA

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature Date: \_\_\_\_\_

Oracle America, Inc.

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature Date: \_\_\_\_\_

Nina Mohler  
Nina Mohler (Feb 24, 2015)

Nina Mohler

Deal Manager

24-FEB-2015

JEA\_OMA\_Amendment One \_ Schedule H\_20-FEB-2015

Nina Mohler

E-signed 2015-02-24 09:48AM MST

nina.mohler@oracle.com

Deal Manager





Public Sector  
Schedule H - Hardware

Oracle America, Inc. ("Oracle")  
500 Oracle Parkway Redwood Shores, CA  
94065

Your Name:	JEA
General Terms Reference:	US-OMA-271987 (TO BE COMPLETED BY ORACLE)

This Public Sector Hardware Schedule (this "Schedule H") is a Schedule to the General Terms referenced above. The General Terms and this Schedule H, together with any other Schedules that reference the General Terms, are the Master Agreement. This Schedule H shall coterminate with the General Terms.

## 1. DEFINITIONS

1.1 "Commencement Date" for the Hardware, Operating System and Integrated Software refers to the date the Hardware is delivered. For Integrated Software Options, the Commencement Date refers to the date the Hardware is delivered or the effective date of the order if shipment of Hardware is not required.

1.2 "Integrated Software Options" refers to software or programmable code embedded in, installed on, or activated on the Hardware that requires one or more unit licenses that You must separately order. Such separate order will set forth the fees for the Integrated Software Options You are ordering. Not all Hardware contains Integrated Software Options; please refer to the Oracle Integrated Software Options License Definitions, Rules and Metrics accessible at <http://oracle.com/contracts> (the "Integrated Software Options License Rules") for the specific Integrated Software Options that may apply to specific Hardware. Oracle reserves the right to designate new software features as Integrated Software Options in subsequent releases and that designation will be specified in the applicable documentation and in the Integrated Software Options License Rules.

1.3 Capitalized terms used but not defined in this Schedule H have the meanings set forth in the General Terms.

## 2. RIGHTS GRANTED

2.1 Your Hardware order consists of the following items: Operating System (as defined in Your configuration), Integrated Software and all Hardware equipment (including components, options and spare parts) specified on the applicable order. Your Hardware order may also include Integrated Software Options. Integrated Software Options may not be activated or used until You separately order them and pay the fees as set forth in and in accordance with such order.

2.2 You have the right to use the Operating System delivered with the Hardware subject to the terms of the license agreement(s) delivered with the Hardware. Current versions of the license agreements are located at <http://oracle.com/contracts>. You are licensed to use the Operating System and any Operating System updates acquired through technical support only as incorporated in, and as part of, the Hardware.

2.3 You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use Integrated Software delivered with the Hardware subject to the terms of this Schedule H and the applicable documentation. You are licensed to use that Integrated Software and any Integrated Software updates acquired through technical support only as incorporated in, and as part of, the Hardware. You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use Integrated Software Options that You separately order subject to the terms of this Schedule H, the applicable documentation and the Integrated Software Options License Rules; the Integrated Software Options License Rules are incorporated in and made a part of this Schedule H. You are licensed to use those Integrated Software Options and any Integrated Software Options updates acquired through technical support only as incorporated in, and as part of, the Hardware. To fully understand Your license right to any Integrated Software Options that You separately order, You need to review the Integrated Software Options License Rules. In the event of any conflict between the Master Agreement and the Integrated Software Options License Rules, the Integrated Software Options License Rules shall take precedence.

Nina Mohler  
E-signed 2015-02-24 09:46AM MST  
[nina.mohler@oracle.com](mailto:nina.mohler@oracle.com)  
Deal Manager

2.4 The Operating System or Integrated Software or Integrated Software Options (or all three) may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms; Your rights to use the Operating System, Integrated Software and Integrated Software Options under such terms are not restricted in any way by the Master Agreement including this Schedule H. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the Operating System, Integrated Software, and Integrated Software Options.

2.5 Upon payment for Hardware-related Service Offerings, You have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for Your internal business operations anything developed by Oracle and delivered to You under this Schedule H ("deliverables"); however, certain deliverables may be subject to additional license terms which are provided in the order.

### 3. RESTRICTIONS

3.1 You may only make copies of the Operating System, Integrated Software and Integrated Software Options for archival purposes, to replace a defective copy, or for program verification. You shall not remove any copyright notices or labels on the Operating System, Integrated Software or Integrated Software Options. You shall not decompile or reverse engineer (unless required by law for interoperability) the Operating System or Integrated Software.

3.2 You acknowledge that to operate certain Hardware, Your facility must meet a minimum set of requirements as described in the Hardware documentation. Such requirements may change from time to time, as communicated by Oracle to You in the applicable Hardware documentation.

3.3 The prohibition on the assignment or transfer of the Operating System or any interest in it under section 15 of the General Terms shall apply to all Operating Systems licensed under this Schedule H, except to the extent that such prohibition is rendered unenforceable under applicable law.

### 4. TRIAL PROGRAMS

Oracle may include additional Programs on the Hardware (e.g., Exadata Storage Server software). You are not authorized to use those Programs unless You have a license specifically granting You the right to do so; however, You may use those additional Programs for trial, non-production purposes for up to 30 days from the date of delivery provided that You may not use the trial Programs to provide or attend third party training on the content and/or functionality of the Programs. To use any of these Programs after the 30 day trial period, You must obtain a license for such Programs from Oracle or an authorized reseller. If You decide not to obtain a license for any Program after the 30 day trial period, You will cease using and promptly delete any such Programs from Your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these Programs.

### 5. TECHNICAL SUPPORT

5.1 Oracle Hardware and Systems Support acquired with Your order may be renewed annually and, if You renew Oracle Hardware and Systems Support for the same systems and same configurations, for the first and second renewal years the technical support fee will not increase by more than 4% over the prior year's fees.

5.2 If ordered, Oracle Hardware and Systems Support (including first year and all subsequent years) is provided under Oracle's Hardware and Systems Support Policies in effect at the time the technical support services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information, and consents that Oracle may require in order to perform the technical support services. The Oracle Hardware and Systems Support Policies are incorporated in this Schedule H and are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of technical support services provided during the period for which fees for Oracle Hardware and Systems Support have been paid. You should review the policies prior to entering into the order for technical support services. You may access the current version of the Oracle Hardware and Systems Support Policies at <http://oracle.com/contracts>.

5.3 Oracle Hardware and Systems Support is effective upon the Commencement Date of the Hardware or upon the effective date of the order if shipment of Hardware is not required.

### 6. HARDWARE-RELATED SERVICE OFFERINGS

In addition to technical support, You may order a limited number of Hardware-related Service Offerings under this Schedule H as listed in the Hardware-Related Service Offerings document, which is at <http://oracle.com/contracts>. You agree to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable Oracle to deliver these

Nina Mohler

E-signed 2015-02-24 09:48AM MST

[nina.mohler@oracle.com](mailto:nina.mohler@oracle.com)

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Service Offerings and You will perform the actions identified in the order as Your responsibility. If while performing these Service Offerings Oracle requires access to another vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf. Service Offerings provided may be related to Your license to use Products owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such Products.

## **7. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES**

7.1 Oracle provides a limited warranty ("Oracle Hardware Warranty") for (i) the Hardware, (ii) the Operating System and the Integrated Software and the Integrated Software Options, and (iii) the Operating System media, the Integrated Software media and the Integrated Software Options media ("media", and (i), (ii) and (iii) collectively, "Hardware Items"). Oracle warrants that the Hardware will be free from, and using the Operating System and Integrated Software and Integrated Software Options will not cause in the Hardware, material defects in materials and workmanship for one year from the date the Hardware is delivered to You. Oracle warrants that the media will be free from material defects in materials and workmanship for a period of 90 days from the date the media is delivered to You. You may access a more detailed description of the Oracle Hardware Warranty at <http://www.oracle.com/us/support/policies/index.html> ("Warranty Web Page"). Any changes to the Oracle Hardware Warranty specified on the Warranty Web Page will not apply to Hardware or media ordered prior to such change. The Oracle Hardware Warranty applies only to Hardware and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by an Oracle-authorized distributor). The Hardware may be new or like new. The Oracle Hardware Warranty applies to Hardware that is new and Hardware that is like-new which has been remanufactured and certified for warranty by Oracle.

7.2 Oracle also warrants that technical support services and Hardware-related Service Offerings (as referenced in section 6 above) ordered and provided under this Schedule H will be provided in a professional manner consistent with industry standards. You must notify Oracle of any technical support service or Hardware-related Service Offerings warranty deficiencies within 90 days from performance of the deficient technical support service or Hardware-related Service Offerings.

7.3 **FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (I) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE HARDWARE ITEM, OR IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES YOU PAID ORACLE FOR THE DEFECTIVE HARDWARE ITEM OR (II) THE REPERFORMANCE OF THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE ABOVE ITEMS, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

7.4 Replacement units for defective parts or Hardware Items replaced under the Oracle Hardware Warranty may be new or like new quality. Such replacement units assume the warranty status of the Hardware into which they are installed and have no separate or independent warranty of any kind. Title in all defective parts or Hardware Items shall transfer back to Oracle upon removal from the Hardware.

**7.5 ORACLE DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE, INTEGRATED SOFTWARE OPTIONS OR MEDIA.**

7.6 No warranty will apply to any Hardware, Operating System, Integrated Software, Integrated Software Options or media which has been:

- a. modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the Hardware);
- b. maltreated or used in a manner other than in accordance with the relevant documentation;
- c. repaired by any third party in a manner which fails to meet Oracle's quality standards;
- d. improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
- e. used with equipment or software not covered by an Oracle warranty, to the extent that the problems are attributable to such use;
- f. relocated, to the extent that problems are attributable to such relocation;
- g. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
- h. used by parties appearing on the then-current U.S. export exclusion list;
- i. relocated to countries subject to U.S. trade embargo or restrictions;
- j. used remotely to facilitate any activities for parties or in the countries referenced in 7.6(h) and 7.6(i) above; or



k. purchased from any entity other than Oracle or an Oracle authorized reseller.

7.7 The Oracle Hardware Warranty does not apply to normal wear of the Hardware or media. The Oracle Hardware Warranty is extended only to the original purchaser or original lessee of the Hardware and may be void in the event that title to the Hardware is transferred to a third party.

## 8. AUDIT

Upon 45 days written notice, Oracle may audit Your use of the Operating System, Integrated Software and Integrated Software Options. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Operating System, Integrated Software and Integrated Software Options in excess of Your license rights. If You do not pay, Oracle can end (a) Service Offerings (including technical support) related to the Operating System, Integrated Software and Integrated Software Options, (b) licenses of the Operating System, Integrated Software and Integrated Software Options ordered under this Schedule H and related agreements and/or (c) the Master Agreement. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

## 9. ORDER LOGISTICS

### 9.1 Delivery, Installation and Acceptance of Hardware

9.1.1 You are responsible for installation of the Hardware unless You purchase installation services from Oracle for that Hardware.

9.1.2 Oracle will deliver the Hardware in accordance with Oracle's Order and Delivery Policies which are in effect at the time of Your order and which may be accessed at <http://oracle.com/contracts>. Oracle will use the delivery address specified by You on Your purchasing document or when Your purchasing document does not indicate a ship to address, the location specified on the order and the delivery terms in the Order and Delivery Policies that are applicable to Your country of destination will apply.

9.1.3 Acceptance of the Hardware is deemed to occur on delivery.

9.1.4 Oracle may make and invoice You for partial deliveries.

9.1.5 Oracle may make substitutions and modifications to the Hardware that do not cause a material adverse effect in overall Hardware performance.

9.1.6 Oracle will use its reasonable commercial efforts to deliver the Hardware within a timeframe that is consistent with Oracle's past practices regarding the amount and type of Hardware that You have ordered.

### 9.2 Delivery and Installation of Integrated Software Options

9.2.1 You are responsible for installation of the Integrated Software Options unless the Integrated Software Options have been pre-installed by Oracle on the Hardware You are purchasing under the order or unless You purchase installation services from Oracle for the Integrated Software Options.

9.2.2 Oracle has made available to You for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the Integrated Software Options listed in the order. Through the Internet URL, You can access and electronically download to Your location the latest production release as of the effective date of the applicable order of the Integrated Software Options and related documentation for the Integrated Software Options listed. Provided that You have continuously maintained technical support for the listed Integrated Software Options, You may continue to download the Integrated Software Options and related documentation. Please be advised that not all Integrated Software Options are available on all Hardware/Operating System combinations. For the most recent Integrated Software Options availability please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation with respect to Integrated Software Options under the applicable order, electronic download or otherwise.

### 9.3 Transfer of Title

Title to the Hardware will transfer upon delivery.

#### 9.4 Territory

The Hardware shall be installed in the country/countries that You specify as the delivery location on Your purchasing document or when Your purchasing document does not indicate a ship to address, the location specified in the order.

#### 9.5 Pricing, Invoicing, and Payment Obligation

9.5.1 You may change a Hardware order prior to shipment subject to the then current change order fee as established by Oracle from time to time. The applicable change order fees and a description of allowed changes are defined in the Order and Delivery Policies, which may be accessed at <http://oracle.com/contracts>.

9.5.2 In entering into payment obligations under an order, You agree and acknowledge that You have not relied on the future availability of any Hardware, Program or updates. However, (a) if You order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the Master Agreement, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to You under an order and the Master Agreement.

9.5.3 Hardware and Integrated Software Options fees are invoiced as of the respective Commencement Dates.

9.5.4 Hardware-related Service Offering fees are invoiced after performance of the Hardware-related Service Offering performance; specifically, technical support fees are invoiced quarterly in arrears. The period of performance for all Hardware-related Service Offerings is effective upon the Commencement Date of the Hardware or upon the effective date of the order if shipment of Hardware is not required.

9.5.5 In addition to the prices listed on the order, Oracle will invoice You for any applicable freight charges or applicable taxes, and You will be responsible for such charges and taxes notwithstanding any express or implied provision in the "Incoterms" referenced in the Order and Delivery Policies. The Order and Delivery Policies may be accessed at <http://oracle.com/contracts>.



**APPENDIX F- CONFIDENTIALITY AGREEMENT**  
**ITN 095-18 Consulting Services for Oracle Contract Negotiation and License and Strategy**  
**Assessment**

This Agreement is made as of \_\_\_\_\_, by and between \_\_\_\_\_, having its principal place of business at \_\_\_\_\_, (the "Company") and **JEA**, having its principal place of business at 21 W. Church St., Jacksonville, FL 32202, referred to collectively as "**Parties**", and individually as "**Party**."

**WHEREAS**, the Parties are currently exploring a transaction (the "**Transaction**") relating to \_\_\_\_\_. In the course of these discussions, the Parties may exchange information and data which is confidentiality and proprietary, and in such event the Parties agree that such Confidential Information shall be governed by this Confidentiality Agreement.

**THEREFORE**, in consideration of the receipt by the Parties from each other of such Confidential Information for their mutual benefit in connection with the Transaction, and the mutual covenants contained herein, the Parties hereby agree as follows:

(1) "**Confidential Information**" shall mean all technical, economic, business, engineering or descriptive information, data, or other documents relating to the "Transaction," which one Party (the "**Disclosing Party**") discloses to the other Party (the "**Receiving Party**") in documentary form marked as confidential, or which a Party discloses orally, identifies as being confidential, or at the time of disclosure and then promptly confirms in writing to the other Party as being confidential, except any portion of such Confidential Information which: (i) at the time of disclosure is generally available to the public (other than as a result of a disclosure by any Party in violation of this Agreement); (ii) was available to any Party on a non-confidential basis from a source other than the Party hereto providing the Confidential Information, provided that such source is not and was not known by the Receiving Party to be bound by a confidentiality agreement that was applicable to the Confidential Information; or (iii) has been independently acquired or developed by any Party without violating any of its obligations under this Agreement.

(2) Regardless of whether the Transaction is consummated, during the period for which the obligations set forth in this Agreement are in effect, the Parties will keep such Confidential Information confidential and subject to the terms of this Agreement.

(3) Recipient shall employ all reasonable efforts to maintain the Information received hereunder secret and confidential. Recipient shall not use such Information for any purpose other than that set forth in Paragraph 1 above without prior approval of the disclosing party.

(4) No Receiving Party shall itself, or permit its employees or agents at any time to, use, reveal, report, publish, transfer or otherwise disclose to any person, corporation or other entity any of the Confidential Information without the prior written consent of the Disclosing Party providing the Confidential Information, except a Receiving Party may distribute the information, subject to any specific measures directed against such disclosure in Paragraph 3, to officers, employees or consultants of the Receiving Party who have a need for such information

for purposes of evaluating the Transaction, provided that any disclosure by such officers, employees or consultants in violation of the provisions of this Confidentiality Agreement shall be a breach of this Confidentiality Agreement by the Receiving Party.

(5) (a) If JEA is requested or required or becomes legally compelled (by deposition, interrogatories, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, JEA shall provide COMPANY with prompt notice of such request(s) so that COMPANY may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. The Parties further agree that if, in the absence of a protective order or other remedy not obtained, or that COMPANY waives compliance with the terms hereof, JEA agrees to provide only that limited portion of the information that it is advised by written opinion of counsel is legally required and to exercise its best efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

(b) The Parties acknowledge that JEA is a body politic and corporate that is subject to Chapter 119, Florida Statutes, and related statutes known as the "Public Records Laws". If a request is made to view Information, JEA will notify COMPANY of such request and the date that such records will be released to the requester unless COMPANY obtains a court order enjoining such disclosure. If COMPANY fails to obtain that court order enjoining disclosure, JEA will release the requested information on the date specified. Such release shall be deemed to be made with COMPANY's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copyright or other intellectual property.

(c) Upon a Party's request, the other Party shall return all Returnable Confidential Information (as hereinafter defined) of the requesting Party, except for that portion of such Returnable Confidential Information that may be found in analyses prepared by, or for, the returning Party (collectively, "Analyses"), and the returning Party and its Representatives shall not retain any copies of such Returnable Confidential Information. The portion of Returnable Confidential Information that may be found in Analyses prepared by, or for, the returning Party, and any Returnable Confidential Information furnished by the Requesting Party not so requested or returned, will be held by the returning Party and kept subject to the terms of this Agreement or destroyed. For purposes hereof, the term "Returnable Confidential Information" means: (i) written Confidential Information that is marked by the disclosing Party "Confidential - Subject to Confidentiality Agreement." Such legend shall be stamped on the first page and on each succeeding page which contains Confidential Information subject to this Agreement and (ii) oral Confidential Information that is indicated by the disclosing Party at the time of disclosure, by providing to the receiving Party a written statement identifying the date and nature of the disclosure, the persons present when the disclosure was made, and is marked with the written statement "Confidential - Subject to Confidentiality Agreement."

(6) Nothing contained herein shall eliminate the Receiving Party's right to use: (i) any information disclosed to it by a third party so long as the Receiving Party does not know or have reason to know if such third party acquired that information directly or indirectly from the Disclosing Party; or (ii) any information developed by employees or agents of the Receiving Party without any direct or indirect use of or reliance upon the Confidential Information.

(7) The Parties' obligations concerning non-disclosure and use of Confidential Information contained in this Agreement shall continue for two years from the date of each disclosure, and then terminate.

(8) The Parties agree that in the event of a breach of this Confidentiality Agreement, the Disclosing Party providing the Confidential Information shall be entitled to equitable relief, including injunction and specific performance, in addition to all other remedies available at law or equity.

(9) This Confidentiality Agreement shall be interpreted, governed and construed under the law of the State of Florida.

(10) This Confidentiality Agreement shall in no way be construed to establish any relationship between COMPANY and JEA with respect to the Transaction that is the subject of this Confidentiality Agreement.

(11) This Agreement sets forth the full and complete understanding of the Parties to this Confidentiality Agreement and there are no other representations, covenants or agreements, expressed or implied, other than those expressly set forth herein. No amendments or modifications hereof shall be valid unless evidenced in writing and executed on behalf of both of the Parties.

**IN WITNESS WHEREOF**, the Parties have duly executed this Confidentiality Agreement as of the date first written above.

**INSERT COMPANY'S NAME**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**JEA**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_