

TASK ORDER No. 2

Date: March 8, 2018

Project Description: Services under Professional Services Agreement (“Agreement”) between SCPPA and Consultant dated July 1, 2014, as amended.

Participating SCPPA Member(s) (if applicable): Riverside Public Utilities

Consultant: Oracle America, Inc.

SCPPA Contract No.: 2017-059

Consultant, SCPPA and the participating Member(s) (“Participant(s)”) identified above (if any) agree that Consultant shall provide the Services specified herein pursuant to the terms and conditions of the Agreement, except as specifically modified herein.

Scope of Services

Renew/Extend Term: 1-Jul-2018 to 30-Jun-2019

Cloud Services			Service Period: 12 months	
Data Center Region: NORTH AMERICA	Quantity	Term	Unit Net Price	Net Fee
B87437 - Oracle Utilities Opower Energy Efficiency Cloud Service - 100 in Customer Count	240	12 mo	32.30	93,020.51
B87438 - Oracle Utilities Opower Channel Fee - Report Generation, Print, and Mail - Report	96000	12 mo	0.52	49,720.01
Subtotal				142,740.52

Consulting / Professional Services Fees	Quantity	Term	Net Fee
B85642 - Oracle Consulting Professional Services Estimated Travel and Expense	2	N/A	1,000.00
B87458 - Oracle Utilities Opower Energy Efficiency - Product Setup Fee	1	N/A	48,695.00
B87563 - Oracle Utilities Opower Basic Service Bundle Fee	1	12 mo	81,912.00
Other Fees			131,607.00

Fee Description	Net Fee
Cloud Services Fees	142,740.52
Consulting / Professional Services Fees	131,607.00
Net Fees	274,347.52
Total Fees	274,347.52

A. Terms of Your Order

1. Agreement

a. US-OPOWER-PSA-16344515-01-JUL-2014, as amended (hereinafter referred to the "Agreement")

2. Payment Terms:

a. Net 60 days from invoice date

3. Payment Frequency:

Quarterly in Arrears

4. Currency:

US Dollars

5. Offer Valid through:

20-JULY-2018

6. Services Period

The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

7. Service Specifications

The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at <http://www.oracle.com/contracts>.

B. Additional Order Terms

1. Terms

The following terms, as used in this order or the Agreement and whether or not capitalized, shall have the same meaning as the applicable defined term: "Agreement" and "Master Agreement"; "Customer", "Client" "Company" and "You"; "Program Documentation" and "Documentation"; "Ordering Document" "order" and "Order Form"; "Services Term" and "Services Period"; "Your Data", "Company Data" and "Your Content".

2. Rights Granted / Restrictions for Consulting/Professional Services

For purposes of clarity, the following language applies to Cloud Consulting/Professional Services only.

Notwithstanding any other rights granted and/or restrictions provisions in the agreement or any Service Description, for purposes of this order, the following provision is the sole provision under which You are granted rights to use services and deliverables provided under this order.

For the duration of the Services Period applicable to Your related Cloud Services order and subject to Your payment obligations, You have the non-exclusive, non-assignable, royalty free, worldwide limited right to access and use the services that You ordered under this order, including anything developed by Oracle and delivered to You as part of such services ("deliverables"), solely for Your internal business operations and subject to the terms of the agreement (excluding any perpetual license grants) and this order, including any Service Description(s). You may allow Your users to use the services and deliverables for this purpose and You are responsible for Your users' compliance with this order. Oracle or its licensors retain all ownership and intellectual property rights to the services, including deliverables, and derivative works thereof. You do not acquire any right or license to use, or allow Your users to use, the services or deliverables in excess of the scope of the services and/or duration of the Services Period.

3. Segmentation

The purchase of Cloud Services, Professional Services, or other service offerings, programs or products are all separate offers and separate from any other order. You understand that You may purchase Cloud Services, Professional Services, or other service offerings, programs or products independently of any other order. Your obligation to pay under any order is not contingent on performance of any other service offerings or delivery of programs or products.

4. Data Processing Agreement

Oracle's Data Processing Agreement for Oracle Cloud Services (the "Data Processing Agreement"), which is available at <http://www.oracle.com/dataprocessingagreement>, is incorporated herein by reference and describes the parties' respective roles for the processing and control of Personal Data (as that term is defined in the Data Processing Agreement) that Customer provides to Oracle as part of the Cloud Services except to the extent otherwise specified in this order. Oracle will act as a data processor and Oracle will act on Customer's instruction concerning the treatment of Customer's Personal Data residing in the Cloud Services, as specified in the Agreement, the Data Processing Agreement and this order. Customer remains solely responsible for Customer's regulatory compliance in connection with Customer's use of the Cloud Services and will comply with all applicable laws in connection with the performance of obligations or exercise of rights under this order and the Agreement. Customer agrees to provide any notices and obtain any consents related to Customer's use of the Cloud Services and Oracle's provision of the Cloud Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data.

5. Terms for Consulting/Professional Services

Consulting/Professional Services Payment Frequency:

Unless otherwise specified in services descriptions applicable to the consulting/professional services You have ordered, or in an exhibit specifying the consulting/professional services You have ordered, the fees for services and any applicable taxes shall be invoiced (i.) upon Your execution of and Oracle's acceptance of this order in advance of service performance for fixed fee services; or (ii.) after the performance of service for fixed fee services, where advance invoicing is prohibited by law (e.g. public sector accounts); or (iii.) monthly as services are performed for Time and Materials services which are identified above as "per Hour". You are responsible for payment of expenses, if any. Expenses will be invoiced monthly as they are incurred.

Assumptions and obligations for Consulting/Professional Services:

Upon Oracle's reasonable request, You agree to provide Oracle access to relevant resources with knowledge to support the performance of the services.

You will provide for all Oracle resources performing services at Your location, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing services in the workspace, and ergonomically correct work stations, etc.).

As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.

6. OPower Consulting/Professional Service Bundle Fee Payment Frequency

Notwithstanding the Consulting/Professional Services Payment Frequency clause above, the Payment Frequency applicable to your Cloud Services shall also apply to any "Service Bundle Fee" services on Your order. You are responsible for payment of expenses, if any. Expenses will be invoiced monthly as they are incurred and are due within 60 days from the invoice date.

7. Service Specifications and Order Terms

"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; (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 Services 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 Agreement: the Cloud Hosting and Delivery Policies, Oracle Service Descriptions, and the Data Processing Agreement.

All Services listed on this order are provided by Oracle under, and subject to, the terms of this order, including the Agreement and all Oracle documents referenced in this order. As applicable, Oracle processes a customer's order after receipt of a purchase order or a valid credit card. Any terms and conditions on Your purchase order are void and have no legal effect. For Cloud Services, you may not reduce the quantity of Services purchased hereunder (e.g., user or record counts, storage, etc.), in whole or in part, during the Services Period set forth above. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as otherwise provided herein or in the Agreement.

8. Data Protection for Oracle Cloud Consulting/Professional Services

Notwithstanding any terms or conditions in the Agreement, this paragraph describes Oracle's entire rights and obligations regarding data privacy, data security, and data protection when performing the Oracle Cloud Consulting/Professional Services ordered herein. Oracle will comply with the (a) Oracle Services Privacy Policy and (b) Oracle Consulting & Advanced Customer Support Security Practices. The Services Privacy Policy is available at <http://www.oracle.com/legal/privacy/services-privacy-policy.html> and is incorporated herein by reference. The Oracle Consulting & Advanced Customer Support Security Practices are available under the "Consulting Services" and "Advanced Customer Support" categories at <http://www.oracle.com/contracts> and are incorporated herein by reference. During the Services Period, Oracle may update the policy and practices to reflect changes in, among other things, laws, regulations, rules, technology, and industry practices. Such updates will not materially reduce the level of performance, functionality, security, or availability of the Oracle Cloud Professional Services during the Services Period. You agree to restrict Oracle's access to any content or information that imposes privacy, security or regulatory obligations greater than those specified in this order.

9. Opt Out of Auto Renewal

Notwithstanding any statement to the contrary in the Services Specifications, the parties expressly agree that the Cloud Services acquired under this order will not Auto-Renew.

10. Oracle Signature First.

Your signature, printed name, title and signature date in the signature blocks below are the only handwritten changes to this order that will be accepted. Other changes to this order, handwritten or otherwise, will render this order null and void, unless such changes have been specifically agreed to by both parties in writing.

C. Modifications to the Agreement -- for purposes of this order

1. Compliance with Laws

Delete the second sentence of Section 3. Standard of Care of the Agreement and replace it with the following:

“Oracle shall comply with all applicable federal, state, county, and local laws to the extent that such laws, by their terms, are applicable to Oracle's delivery of services under this Agreement and impose obligations directly upon Oracle in its role as an information technology services provider with respect to the services performed under this Agreement. Notwithstanding the foregoing sentence, to the extent You may provide Oracle access to health, payment card or other sensitive personal information that requires the application of specific regulatory, legal or industry data security obligations, You agree to specify such security obligations in the applicable order for Services. Your data may be maintained in one of several Oracle data centers globally and/or accessed by Oracle's global personnel as required to perform Services under this Agreement. You remain responsible for providing any notices and obtaining any consents necessary for Oracle to access and process your data as specified in the applicable order for Services.”

2. Dispute Resolution.

Delete the second sentence of Section 14 Dispute Resolution of the Agreement and replace it with the following:

“If the mediation does not settle any dispute or action which arises under this Agreement or which relates in any way to this Agreement or the subject matter of this Agreement, the Parties may pursue their rights and remedies in a court of competent jurisdiction.”

**Compensation and Schedule
Representative(s) of Participating Member(s)**

Ryan McManus
Account Manager
Riverside Public Utilities
3750 University Ave. 3rd Floor
Riverside, CA 92051

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have signed this Task Order as of the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form and Content

By: _____
[Daniel S. Hashimi] Richard J. Morillo
[Senior Assistant] General Counsel

and

Oracle America, Inc.

By: Maria Angelica Bonilla Miranda
Maria Angelica Bonilla Miranda (Mar 8, 2018)

Name: Maria Angelica Bonilla Miranda

Title: Manager - NAMER Deal Management

Signature Date: Mar 8, 2018

Participant's Acknowledgement and Agreement

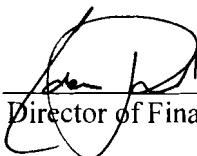
By signing this Task Order, Participant agrees to reimburse SCPPA for all fees and expenses invoiced by Consultant and will be responsible for all payment obligations incurred by SCPPA in connection with the work performed at the direction of or on behalf of Participant. Participant agrees to hold SCPPA and all other SCPPA members harmless for payment for work performed at the direction of, and for the exclusive benefit of Participant.

Riverside Public Utilities

By: _____
JOHN A. RUSSO
City Manager

Certified as to Available of Funds:

APPROVED AS TO FORM:

By:  _____
Director of Finance

By:  _____
Assistant City Attorney