

**AMENDMENT
TO THE MASTER PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY AND
OPOWER, INC.
(SCPPA Contract No. 20170630-OP)**

This Amendment (“Amendment 1”) to the Master Professional Services Agreement by and between the Southern California Public Power Authority (“SCPPA”) and Oracle America, Inc., (“Consultant”), dated July 1, 2014, (“Agreement”) is dated as of March 14, 2017.

NOW, THEREFORE, in consideration of the promises herein, and for good and valuable consideration, the Parties agree as follows:

1. Section 5 of the Agreement is hereby amended and restated in its entirety as follows:

“5. Payment:

(a) The Parties hereby accept and adopt the pricing provisions presented in Exhibit C hereto that reflect volumetric discounting for Participating Members as well as group discounting provisions for SCPPA’s multiple Members. Services agreed on in a Task Order shall be priced in accordance with the pricing parameters set forth in Exhibit C attached hereto, unless the Parties agree otherwise in such Task Order.

(b) All fees payable to Consultant are due within sixty (60) days from the invoice date. Once placed, SCPPA or a Member’s order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or a Task Order.

(c) SCPPA understands that it may receive multiple invoices for the Services ordered by SCPPA or a Member.

(d) SCPPA, on behalf of itself and its Members, agrees and acknowledges that it has not relied on the future availability of any Services, programs or updates in entering into the payment obligations in a Task Order; however, the preceding does not relieve Consultant of its obligation during the term of this Agreement to deliver Services that SCPPA or a Member has ordered per the terms of this Agreement.”

2. A new Exhibit C (Pricing), attached to this Amendment and incorporated herein, is hereby added to the Agreement as Exhibit C and incorporated therein.
3. Pursuant to Section 10 of the Agreement and in recognition of Consultant’s continued high level of performance of all tasks and responsibilities under the Agreement, the term of the Agreement is hereby extended for the additional three-year (3-year) term noted

therein, with a new expiration date of June 30, 2020; provided, however, that in accordance with Section 10, in no case shall the Agreement expire while Services pursuant to any Task Order remain to be completed.

Except as provided herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, effective the date first referenced above, each signatory hereto represents that he or she has been properly authorized to execute and deliver this Amendment on behalf of the Party for which he or she signs.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
MICHAEL S. WEBSTER
Executive Director

and;

ORACLE AMERICA, INC.

By: _____
NAME
Title

Exhibit C

Oracle's SCPPA Tiered Pricing Structure

		Setup Pricing					License Fees (\$/household)					Print and Mail Fees
Pricing Tiers	Discount	Initial Setup	Single Sign-On	Seamless Web Setup	HBA Setup	CSR Setup	Platform	Behav EE	Web	HBA	CSR	\$/Report
List Price	0%	\$122,917	\$13,000	\$80,000	\$40,000	\$40,000	\$1.00	\$5.20	\$0.25	\$0.40	\$0.30	\$0.60/report
20,000 - 75,000 Households	5%	\$116,771	\$12,350	\$76,000	\$38,000	\$38,000	\$0.95	\$4.95	\$0.24	\$0.38	\$0.285	\$0.57/report
75,001-150,000 Households	10%	\$110,625	\$11,700	\$72,000	\$36,000	\$36,000	\$0.90	\$4.68	\$0.23	\$0.36	\$0.27	\$0.54/report
150,001+ Households	15%	\$104,479	\$11,050	\$68,000	\$34,000	\$34,000	\$0.77	\$4.42	\$0.19	\$0.34	\$0.255	\$0.51/report

Notes:

1. Pricing tiers are based on the number of households with a platform license
2. The discount on setup fees only applies to those utilities that contract pursuant to the Oracle/SCPPA Master Services Agreement
3. The platform license fee does not include the additional cost for AMI enabled insights
4. Single sign-on set up fees apply when a utility implements Oracle's standalone web solution
5. Seamless web set up fees apply when a utility implements Oracle 's tab integrated web solution and includes single sign-on functionality
6. The "Web" license fee is for Oracle's Opower Customer-facing Web Portal Solution, it does not include the optional API and Embeddable Widget capabilities
7. The "HBA" license fee is for Non-AMI and AMI High Bill Alerts - for AMI High Bill Alerts, AMI insights must be enabled
8. The "CSR" license fee is for Oracle's Customer Service - Bill Advisor Solution
9. The pricing parameters set forth in this Exhibit C shall expire on June 30, 2020.
10. In addition to the products and services mentioned above, Oracle may also offer SCPPA member utilities customer survey functionality referred to as a Customer Engagement Tracker ("CET"). In delivering a CET, Oracle utilizes a subcontractor to provide phone and/or email survey services and therefore does not commit to long term CET pricing. Notwithstanding the foregoing, Oracle is making CET pricing of \$33,000 available only to Riverside Public Utilities ("Riverside"), a SCPPA member utility, with terms and final pricing components to be contained in a task order between Riverside and Oracle. This CET pricing is valid only through May 31st, 2017 and shall become binding only upon execution of such task order by Riverside and acceptance by Oracle.