Date: March 15, 2017

Project Description: Residential Customer Engagement and Energy Efficiency Program

Participating SCPPA Member: Riverside Public Utilities

Consultant: Oracle America, Inc.

SCPPA Contract No. 20170630-OP

Consultant, the Southern California Public Power Authority ("SCPPA") and the participating Member(s) ("Participant(s)", "Member" or "Utility") identified above (if any) agree that Consultant shall provide the Services specified herein pursuant to the terms and conditions of the Master Professional Services Agreement ("Agreement") between SCPPA and Consultant dated July 1, 2014, as amended and supplemented, together with all exhibits, timelines, addenda, and prior modifications thereto, except as specifically modified herein.

Scope of Services

1. **Order Form & Program Implementation, Management, and Measurement:** Overview and implementation of Services as described in Attachment A, Attachment A-1, and Attachment A-2 hereto.

2. **Payment Table and Payment Notes:** $250,000 as described in the 'Compensation and Schedule' section hereto.

Task Order No. RPU-01
ATTACHMENT A

This Task Order No. RPU-01 is issued under the Agreement. The Agreement shall remain in full force and effect and shall govern, control, and contain the entire understanding between the parties with respect to the subject matter of the Agreement, except as otherwise modified herein. Capitalized terms have the meanings given in the Agreement. Riverside Public Utilities is referred to as "**Participant**" throughout Task Order No. RPU-01.

OVERVIEW:

Oracle will provide (i) its Software-as-a-Service platform and (ii) professional services pursuant to this Task Order No. RPU-01. These Services are described in detail in the following attachments. The term "**Program**" refers to the Services to be delivered under this Task Order No. RPU-01.
- **Attachment A-1:** Order Form
- **Attachment A-2:** Program Implementation, Management, and Measurement

Services described in Attachment A-1, Section 1 are Oracle's standardized Software-as-a-Service offerings.

PROGRAM TERM:

- Oracle will provide the Program from launch to June 30, 2018[1].

KEY PROGRAM ATTRIBUTES:

Meter Read Frequency: Monthly

Meter Type: ☐AMI ☒ Non-AMI ☐Both

Fuel Type: ☒ Electric ☐Gas ☐Dual-Fuel

Customer Type: ☒ Residential ☐ SMB ☐Both

The parties agree that the Program seeks to achieve an estimated energy savings target of 560 MWh over the Program term; provided, however that the parties agree that such target is an aspirational target only and that failure to achieve such target shall not incur any penalties, financial or otherwise, nor shall exceeding such target entitle Oracle to additional payments or other rewards not explicitly provided for in this Task Order No. RPU-01.

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[1] The Program is estimated to launch on July 1, 2017, as defined in Attachment A-2, Section 4.B.

Oracle provides its clients with a Software as a Service ("SaaS") platform designed to help utilities be trusted energy advisors for the customers they serve. Consistent with the SaaS business model, Oracle Opower Services utilize substantially similar infrastructure, protocols and back-end processing for all of its customers. This business model is designed to assist clients with addressing issues related to reliability and stability while keeping fees low.

Features of the Oracle Opower SaaS platform include:

- **Ready-made content**: The Oracle Opower Platform uses pre-set formatting, structure and content ("Modules"), so that Modules do not have to be recreated for each Oracle client. Oracle will work with Participant to configure Modules, including adding Participant branding and logos where applicable, as described in the Oracle Opower Configuration Guides.
- **Ongoing enhancement**: In accordance with SaaS industry practice, Oracle may make changes to its Services in order to improve the platform over time. To help identify possible improvements, Oracle may solicit feedback from end users on the performance or features of the Services and may also conduct "A/B Testing", where Oracle will test variations of a similar concept in order to evaluate which approach is the most effective.

The Oracle Opower SaaS platform may be enhanced by professional services and partner services as described in this Task Order No. RPU-01.

In the event Participant requests a change to the Services described in this Attachment A or would like to receive additional Services, Participant will review such changes with the Oracle Opower Program management team and any such changes will be set forth in an amended Task Order No. RPU-01. Any such Services may be subject to additional fees and new implementation timelines.

1. SECTION 1 – PROGRAM DESIGN

Oracle will provide the following Services to Participant. Descriptions of the functionality and operation of these Services are provided in Oracle Opower technical briefs, data standards, and data specifications ("Product Documentation"), which will be provided separately and is available at support.opower.com. Oracle can provide login credentials to access these resources. Product Documentation may be periodically updated, but Oracle shall not make material changes to Product Documentation without prior reasonable notice to Participant.

1.   ORACLE OPOWER DEMAND SIDE MANAGEMENT PRODUCT COMMUNICATIONS

PRODUCT	PROGRAM YEAR 1
Home Energy Reports (PRINT)	Up to 12,000 customers Average of 4 reports per customer
Home Energy Reports (EMAIL)	Up to 4,000 customers selected from the PRINT customer population with valid email addresses Up to 1 report per Participant billing cycle

The following Program elements will also be included:

PROGRAM ELEMENT	DESCRIPTION
Welcome Edition	A report that introduces new customers to the Home Energy Reports program. It includes a special static Welcome Edition module that appears on the front of the report and defines what the report is. There are several variations of this module that can be selected for use.
Promotional Modules	Ability to include promotional content within Oracle Opower channels through Oracle Opower promotional modules. Modules can be used on the following channels: • Home Energy Reports (print) • Home Energy Reports (email) Oracle will create or adapt up to 3 promotional modules per year with Participant specific details in the configurable spaces. Each instance of a promotional module run on a communication channel counts as the use of one module. Promotional modules must be used in each program year and may not be carried over to subsequent program years.

2.   ORACLE OPOWER CUSTOMER CARE - WEB PORTAL

PRODUCT	PROGRAM YEAR 1
Web Portal – with stand-alone single sign-on (`SSO") integration	Up to 12,000 customers

3.   ORACLE OPOWER CLIENT TOOLKIT
The following Services will be available to designated Participant personnel (`Participant Personnel") and customer service representatives (`CSRs"). The following Services are a part of the Oracle Opower Platform and may not be modified.

SERVICE	DESCRIPTION
Program Management Customer Service Interface ("CSI")	The CSI provides customer service representatives (CSRs) with the information and tools they need to answer customer questions and address customer requests regarding the Oracle Opower platform.
Inside Opower	Inside Opower is a client tool suite that provides Participant Personnel with insights into their Oracle Opower Programs and the customers enrolled in these Programs. Inside Opower includes Tip Manager, an online tool that allows Participant Personnel to edit Participant specific energy efficiency program information included on tips in many of the Oracle Opower products.
Customer Engagement Tracker (CET)	The CET is a customizable survey (conducted as a telephone interview in US English only) of program customers to determine recall, interaction, and satisfaction with the Oracle Opower program. It also aims to understand the impact of the Oracle Opower program on customer sentiment regarding the Participant. 1 survey

4.   NOTES REGARDING ORACLE OPOWER SERVICES
  •   Customers will have the ability to view the Web Portal in US English and US Spanish.
  •   The actual number of customers targeted may be affected by attrition, opt-outs, customer eligibility and data (including email address) availability, for which Oracle will not be responsible. Otherwise, the number of customers may be modified only pursuant to a change order signed by Participant and Oracle.

This Attachment A-2 describes the key tasks required to implement and maintain the Program and any additional Oracle obligations to measure and verify Program results.

Oracle and Participant will work together to implement data transfer and related activities in order to launch the Program and facilitate the ongoing functionality of Oracle Opower Services. Oracle may require input or work by Participant in order to complete Program launch. These Services, described in detail below, include establishing a mechanism for the transfer of Participant data to Oracle, configuration of Oracle Opower Modules and other configuration and implementation tasks required for the Program.

1. DATA TRANSFER IMPLEMENTATION
A. **Data Transfer Files**

The Oracle Opower platform requires Participant's customer data to be transferred to Oracle on a weekly basis. The Oracle *Opower Billing Data Requirements Technical Brief* provides a high level overview which can be found at **support.opower.com**. Detailed requirements are specified in the Oracle *Opower Billing Platform Data Transfer Standards* and other applicable data standards for this deployment as referenced in Product Documentation *("Data Standards")*, which will be provided to Participant via Oracle's Client Success Manager or Solution Architect.

B. **Data Transfer Implementation**

Oracle will work with Participant to set-up data transfer during Program implementation. This is a key prerequisite for Program launch. The data transfer implementation is in part dependent on Participant having secured information technology (IT) resources in place to work with Oracle to meet the agreed implementation timeline. Oracle will work with Participant to set-up data transfer during Program implementation:

- **Map Participant data** – Participant will work with Oracle to complete a template which maps Participant data fields to the data fields that Oracle collects.
- **Sample historical file validation** – Participant will provide production quality billed usage data for a random sample of 10-20,000 customers (both active and inactive), and all their billed usage reads recorded dating back to January of the previous year. Oracle will analyze this data and provide Participant with a list of any issues. Participant will provide an updated file as soon as possible and in adherence to the project timeline.
- **Full historical file validation** – Participant will provide production data for all active and inactive customer accounts, dating back to January of the previous year. Participant will generate the full historical file in adherence to the project timeline and Oracle will validate the file by comparing it against the Data Standards shared with Participant.
- **Incremental file validation** – Participant will generate an automated incremental file that includes any new customer information and billed usage data recorded since the most recent record in the full historical file, including customer move-in and move-out data. The file will also contain any corrections.

Oracle will guide Participant through the process and timeline for Participant to generate all files, and Oracle will validate and approve each of these files by verifying that all files contain the same columns

and follow the same formatting and naming standards as outlined in the Data Standards. Following incremental file validation, Oracle and Participant will establish regular data transfer via Secure File Transfer Protocol ("SFTP"). Participant will send incremental files to Oracle on a weekly or daily basis.

Participant acknowledges that it has received the *Data Standards*, can meet the requirements in the document, has IT resources secured and has obtained the approvals needed to securely send data to Oracle. Any additional work required to address Participant's exceptions to the *Data Standards* may require additional fees and execution of a change order by Oracle and Participant.

C. Additional Data Requirements

To enable more targeted communications and/or enhanced reporting Participant will pass the following data to Oracle:

- Customer classifier groups. A classifier is a set of groups into which customers can be segmented. Participant will send to Oracle a group identifying low-income customers as defined by Participant and as outlined in the Oracle *Opower Customer Classification Specification.*

Participant will pass data to the Oracle Opower platform through a flat file as defined in the applicable Product Documentation. Participant will create and automate this file with assistance from Oracle. The file will be subject to Oracle approval before it can be incorporated into the Oracle Opower platform.

2. PROGRAM DESIGN IMPLEMENTATION
A. Customer Targeting and Selection

Oracle targets customers according to Participant's goals and will work with Participant to identify the customer segments that Participant wishes to target to receive Oracle Opower Home Energy Reports. For this Program with the goal of targeting Energy Efficiency Oracle recommends that Participant targets customers with high energy usage.

After completion of selection, all customers will be randomly assigned into one treatment group (i.e. those customers that will receive communications or access to the Program) and one control group (i.e. customers who will not receive Program communications). Comparing the results of the two groups will enable the measurement of energy efficiency savings and other Participant objectives. Low-income customers will be assigned randomly into either group.

B. Content Strategy

Subject to the other provisions in this Task Order No. RPU-01, Oracle will define the content and approach for each channel, such as the frequency of communications, content of communications and customer groups being targeted with these communications.

C. Configuration and Program Branding

Oracle Opower Modules determine the appearance of Program content. Oracle will configure Oracle Opower products with Participant's logo and color palette in the product configuration areas allowable by the Oracle Opower SaaS platform. In order to complete the product configuration process, Participant will provide to Oracle the elements within the *Product Configuration Guides.* For example, branding and marketing style guides and related marketing elements, such as logos, taglines and websites.

Participant will review and approve all branding elements and Participant related information displayed in Modules during Program implementation.

Any changes to Oracle Opower products outside of the configuration options defined in the *Product Configuration Guides* are customizations. A customization is a change that requires more in-depth technical work, design, and/or coding to alter the appearance or behavior of the product, and/or to create something new within the product. Customization options may be available for an additional fee as an Oracle professional service offering. Any such changes would be defined and agreed to by Oracle and Participant in a Change Order agreement.

D. Energy Savings Tips Library

i. Summary of Residential Tip Library

Participant will have access to a selection of fuel-appropriate tips from a residential energy savings tip library. These tips are informed by research on United States regional residential energy consumption and savings. Participant will review the library and remove any non-relevant tips during the implementation phase.

Oracle uses its proprietary tip targeting software in order for each Participant customer to receive tips targeted to household/business characteristics applicable to such Participant, using Participant and third party data where applicable. Specific targeting depends on the availability of such data.

Low-income customers will receive tips targeted to low-income households (i.e. the tips will encourage low-cost or no-cost energy saving tactics to implement).

ii. Savings Estimates

Tips include illustrative monetary savings estimates that a customer may expect to reach if they follow the advice in a particular tip. Oracle will provide Participant with monetary savings estimates for each approved tip and a monetary savings calculation methodology document with examples of how estimates are derived. Participant may elect to replace any Oracle estimate with an alternative estimate. Participant is responsible for ensuring that the tips and estimates comply with applicable consumer protection law, and for including with the tips and estimates such information as disclaimers as may be required to ensure compliance with applicable consumer protection law.

iii. Inclusion of Program Promotion Information

Participant may incorporate Participant-sponsored program promotion information (including links to relevant incentive programs) into tips, if applicable, during the implementation phase. Participant may update program promotion information in tips as needed using the Tip Manager.

iv. Tip Manager

Participant will have access to the Tip Manager within Inside Opower. The Tip Manager will enable Participant to view all tips selected for the Residential Product and currently in Participant's library and to edit, add or remove programmatic information in tips. More information about the Tip Manager is available in the Inside Opower Technical Brief.

3. WEB PORTAL INTEGRATION
A. **SSO Web Portal Implementation**
Oracle and Participant will work together to implement the Web Portal with Single Sign-on ("SSO").

B. **SSO Requirements**

The Oracle Opower platform supports SSO through the SAML (Security Assertion Markup Language) 2.0 protocol. More detailed information on the requirements to implement SSO is available in the Oracle *Opower Portal Single Sign-On Requirements and Capabilities* technical brief. The following requirements will also apply:

- Implementation of SSO requires Participant to have SAML 2.0 implemented prior to implementation of SSO. The timeline set forth below is based on the assumption that Participant will have SAML 2.0 implemented within 8 weeks of Program kick-off; in the event Participant SAML 2.0 implementation is delayed, the timeline may be adjusted accordingly.
- Participant agrees to make IT resources available to perform this work as part of the Program implementation timeline. In the event that Participant notifies Oracle that SAML 2.0 implementation is out of scope, the Oracle Opower Web Portal will be implemented in standalone configuration, and will not feature SSO functionality.

4. QUALITY ASSURANCE ("QA")
Oracle will prepare the Program for deployment using a multi-step QA methodology.

A. **QA Process Summary**

Oracle will test the Program throughout the Program implementation. Oracle will perform final checks over content and collateral after deploying these elements to a testing environment. Oracle Opower QA methodology includes a combination of automated tests and manual checks to examine Participant data and program design for correctness, check various use cases (including edge cases) and test functionality.

B. **Sign-off for Program Implementation**

At the conclusion of Oracle Opower QA process, Oracle will demonstrate to Participant and Participant will verify that the Program conforms to the Task Order No. RPU-01 and the Product Documentation. Upon completion of verification, Participant will grant its approval to launch the Program (which approval will not be unreasonably withheld, conditioned or delayed). Following such approval, Oracle will initiate the launch of the Program.

5. IMPLEMENTATION TIMELINE

Oracle and Participant share responsibility for performing the tasks required for deployment. Promptly following the execution of this Task Order No. RPU-01, Participant and Oracle will mutually agree to a date for the Program implementation "kick-off" meeting.

Oracle anticipates the implementation phase will be approximately 21 weeks from "kick-off" meeting date. Implementation timelines may vary depending on data quality and the availability of Participant

resources to verify that data adheres to Oracle data transfer requirements and that all applicable Participant consents are provided. Participant will work with Oracle toward Program milestones and acknowledges that delays in completion of Participant tasks may result in implementation delays. Delays could result in additional fees and any such changes would be defined and agreed to by Oracle and Participant in a Change Order agreement.

No later than the kick-off meeting, Oracle and Participant will finalize dates for the implementation timeline.

Illustrative Timeline

Oracle anticipates the following illustrative timeline to perform Services under this Task Order No. RPU-01. The phases, activities, owners and durations are for planning and resource scheduling purposes only and are subject to change during the performance of Services. After execution of this Task Order No. RPU-01, this illustrative timeline will not be amended for timeline changes. The Oracle Client Success Manager will create and maintain the actual timeline to be used during performance of the Services.

Project Start Date: Program Kickoff	
Assumptions:	

Assumptions:
- Utility provides sample historical file within 2 weeks of contract signature
- One day turnaround time for Utility to address data issues
- Utility provides final data file, fully meeting Oracle specifications within 8 weeks of contract signature
- Utility approves marketing program design and elements within 6 weeks, allowing for minimal modifications
- Utility's sytems should be configured to support SSO within 8 weeks
- Utility delivers all materials according to Oracle specifications, within timelines indicated below

Task	Description	Owner
Phase 1: Kick-Off Program		
1.1	Conduct Kick-Off Meeting	Oracle, Utility
1.2	Utility Commits to Project Dates and Allocates Resources	Utility
1.3	Provide custom localized branding (if applicable)	Utility
Phase 2: Provide Billing/Usage and AMR Data Files		
2.1	Enable Transfer of Data Files (Set-up sFTP)	Oracle
2.2	Provide Sample Historical Data File	Utility
2.3	Analyze and Accept Sample Historical Data File	Oracle, Utility
2.4	Provide Full Historical Data File	Utility
2.5	Analyze and Accept Full Historical Data File	Oracle, Utility
2.6	Provide Iterative Data Files	Utility
2.7	Analyze and Accept Iterative Data Files	Oracle, Utility
2.8	Acquire Reference Data (Demographic, Weather, etc.)	Oracle
Phase 3: Approve Marketing, Branding, & Content Materials		
3.1	Identify all collateral and products requiring multilingual support	Oracle, Utility
3.2	Report Template (Create, Review and Approve - English + Spanish)	Oracle, Utility
3.3	Email (eDelivery) Template (Create, Review, and Approve - English + Spanish)	Oracle, Utility
3.4	Welcome Edition (Create, Review, and Approve - English + Spanish)	Oracle, Utility
3.5	Deliver Marketing Materials to Printer	Oracle
3.6	FAQs (Create, Review, and Approve - English + Spanish)	Oracle, Utility
3.7	Tip Content (Create, Review, and Approve - English + Spanish)	Oracle, Utility
3.8	Web Portal Branding & Requirements (Create, Review, and Approve)	Oracle, Utility
Phase 4: Load/Integrate Data and Configure Application		
4.1	Load Reference Data (Demographic, Weather, etc.)	Oracle
4.2	Load Utility Data Files	Oracle
4.3	Configure Report, Web Portal, & FAQ	Oracle
4.4	Create, Review, and Approve Tip Savings	Oracle, Utility
4.5	Define Program Scope and Customer Recipients	Oracle, Utility
4.6	Finalize Customer Segmentation and Tip Targeting	Oracle
4.7	Finalize Customer Targeting	Oracle
4.8	Finalize Tip Targeting	Oracle
4.90	Load and Test Tips and FAQs	Oracle
Phase 5: Implement Single Sign-On		
5.1	Configure system to support SSO	Utility
5.2	Provide Oracle SAML Configuration Information to Utility	Oracle
5.3	Provide Utility SAML Metadata	Utility
5.4	Import language preference parameter via iterative file	Oracle, Utility
5.5	Send SSO language preference parameter (if applicable)	Utility
5.6	Set language via SSO preference parameter (if applicable)	Oracle
5.7	Configure Oracle Federation Server	Oracle
5.8	Configure Web for SSO	Oracle
5.9	Conduct SSO Integration Testing	Oracle, Utility
Phase 6: Perform Quality Assurance and Conduct Product Demos		
6.1	Conduct QA Testing (English + Spanish collateral and products)	Oracle
6.2	Conduct Utility Demos	Oracle, Utility
6.3	Final Utility Signoff for Launch	Utility
Phase 7: Go Live!		
7.1	Generate, Print, and Mail Reports to Customers	Oracle
7.2	Conduct Customer Service Training	Oracle, Utility
7.3	Deploy Customer Facing Web Portal to Production	Oracle
7.4	Reports Hit Customer Mailboxes	Oracle

6. PROGRAM MANAGEMENT AND SUPPORT

A. Program Management Teams

Oracle and Participant will designate and provide contact information for members for their Program management teams. The roles described below are illustrative and multiple roles may be fulfilled by one individual. The roles will be generally as follows:

i. **Oracle Opower Program Management Team**

- **Client Success Manager (CSM)** will be the primary point of contact during Program implementation, and will assist with pre-launch activities. The CSM is responsible for managing the overall deployment of the program and will be responsible for project scope and timeline, technical dependency management, resource management, marketing decisions, testing, and customer service training. After program launch, the CSM is responsible for program performance and optimization, and ongoing strategic planning.

- **Implementation Engineering Lead** will be the technical point of contact during implementation. Responsible for data integration, file transfer automation, and platform configuration.

ii.   **Participant Program Management Team**

- **Program Manager** will be the primary point of contact for the Oracle Opower Program. The Program Manager will be responsible for overall program, general communication, pilot/control selection, measurement and verification. The Program Manager will have the authority to grant all approvals, assemble Participant's implementation team, execute all documents and take all actions relating to the program on behalf of Participant.
- **Content & Branding Lead** will be responsible for customer-facing content, presentation, branding, segmentation, and collateral approvals.
- **Technical Lead** will be responsible for all technical integration points with Oracle: data extraction, file transfer automation, single sign-on implementation, etc. The Technical lead will be able to secure and manage Participant's technical resources necessary to complete technical integration.
- **Customer and Billing Data Extract Engineer** will write the data extraction software that produces the Oracle Opower billing data file, and will be knowledgeable regarding the data model and function of Participant's customer information system and billing system(s).
- **File Transfer Engineer** will provide the Secure Shell ("SSH") key necessary to establish a secure connection with the Oracle SFTP server, and will write the scripting necessary to automate the ongoing transfer of data files to Oracle server.
- **Customer Service Lead** will help coordinate customer service preparation, training coordination, and customer feedback.

B.   **Program Responsibilities**

During Program implementation, Oracle will:

- Oversee the Program implementation
- Make Participant aware of critical dependencies that could impact a timely Program launch
- Set regular status calls, marketing status calls, and data status calls, as required
- Provide a weekly progress report, including risks and key decisions

After Program launch, the Oracle Client Success Manager will manage the Program, deliver Program results reports-and closely monitor key milestones.

During Program implementation, Participant will:

- Provide names and contact information for Program Management Team members
- Attend regular status calls, as appropriate
- Make available the appropriate resources, specialists and decision-makers for acquiring, transferring and utilizing data necessary for the delivery of Oracle Opower Services
- Provide valid SAML assertions for SSO implementation (optional)

C.   **Client Support**

i.   **Pre-launch Support**

In the final stages of Program implementation, Oracle will conduct two (2) web-based training sessions (each session up to 1.5 hours in duration) to train Participant's customer service representatives (CSRs). Oracle will work with Participant to enable its CSRs to answer questions about the Program or any other of Oracle Opower related products and Services.

ii.   **Post-launch Support**

The Oracle Client Support Operations team will serve as the primary point of contact for Participant on issues that occur in the production environment after Program launch.

Participant agrees to first complete an internal issue investigation prior to contacting Oracle Client Support Operations team. The internal investigation may include, but is not limited to:

- Verifying that the customer data is being delivered to Oracle in the data transfer
- Verifying that the customer account is active
- Investigating data quality

Participant agrees to designate internal point(s) of contact who will respond to Participant CSR questions and who will serve as primary point for escalation of all questions regarding Oracle Opower Program ("Participant POC").
Oracle Client Support Operations team will help investigate questions or issues that Participant CSRs and Participant POC were not able to resolve.

iii.   **Access to Oracle Opower Support**

The Oracle Client Support Portal is the primary vehicle for submitting issues and communicating with Oracle about issue resolution. Oracle Client Support Engineers will resolve any issues or questions, and will notify Participant of the outcome through the Client Support Portal. The Client Support Portal provides Participant access to resources and information related to the Program. Participant will be able to:

- Submit and view cases;
- Track communication and follow-up;
- Follow email conversations between the case owner and Oracle Client Support Engineers; and
- Access articles and read Oracle Support-related news.

Participant may reach Client Support Operations:
- Online: http://support.opower.com
- By email: support@opower.com
- By phone: 1-877-870-8416

7.   PROGRAM RESULTS AND EVALUATION
A.   **Inside Opower Reporting Tool**

Inside Opower will be available to Participant. This tool allows access to pre-defined program and customer-level data in the form of a dashboard for aggregate data and data extracts for customer-level data. The following data points are accessible by Participant at any time:

- Website usage statistics, including number of visitors, page views and accounts created, average time spent on site, and number of tip actions and commitments made by customers.
- Subscription metrics, including number of customers in the program, number of customers opting out of the Program, and a summary of outbound communications sent to customers.
- Email metrics, including open, click-through and opt-out rates.

- Energy savings (percent and absolute) by month and quarter. Note that for new Programs or new customers in a Program, the first results will be available after three full months of Home Energy Report generation has occurred[2].

Oracle may continue to develop additional reporting capability, which will be provided to Participant as it becomes available. Certain future functionality for Inside Opower may be subject to additional pricing, which will be mutually agreed subject to a change order between Oracle and Participant.

Information regarding Inside Opower functionality and features is available in the Oracle *Inside Opower Technical Brief* available at support.opower.com.

B.   Additional Reporting Requests

In addition to standard reporting specified in Part A above, Oracle and Participant will review and assess any Participant ad-hoc reporting requests. Additional or ad-hoc reporting may require additional fees and may be contingent on execution of an amendment or change order by Oracle and Participant.

C.   Customer Engagement Research

Oracle will conduct a Customer Engagement Tracker ("CET") to evaluate customer perception of the Program on a timeline mutually agreed to by Participant and Oracle. The CET will be carried out as a telephone interview (approximately 10-12 minutes in length).

Oracle will aim for approximately 1,000 customers (including recipients and non-recipients of Oracle Opower Services) to complete the CET. Oracle can include additional customers in the CET for an additional fee, to be discussed and agreed to by both parties. Participant agrees that Oracle will perform customer selection for the survey in order to maintain required experimental design standards.

Prior to fielding, Oracle will provide Participant the survey instrument for review and approval. Participant acknowledges that Oracle reserves the right of final approval of the survey so that it sufficiently meets analytical objectives and is performed in accordance with applicable research standards.

Participant consents to Oracle's use of a Council of American Survey Research Organizations ("CASRO")- or European Society for Opinion and Marketing Research ("ESOMAR")-certified vendor. This third party vendor will conduct telephone interviews and provide results to Oracle. Participant acknowledges that Oracle will securely share with the third party vendor certain Participant data and other customer information in connection with the survey, which may include, customer names, telephone number, urban city and coded report delivery groups.

Participant agrees to provide to Oracle all documentation and data reasonably required to carry out the requirements of this CET, including "do-not-call" lists, contact information, and phone numbers, as appropriate. Participant agrees to generate and transfer to Oracle data in a data format reasonably requested by Oracle and in accordance with this Task Order No. RPU-01 and the Agreement.

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[2] Oracle will not report on energy savings for the low-income Customer treatment group.

At the conclusion of its analysis, Oracle will provide Participant with a report on the CET results, analysis and key insights ("CET Report"). Oracle retains ownership of CET results, and the analysis and insights it derives from the test results.

Compensation and Schedule

1. PAYMENT TABLE

SCPPA agrees to pay Oracle a fee of $250,000.00 for the Services described in this Task Order No. RPU-01 in installments as outlined below and in accordance with the Agreement.

Note: All prices are in USD

Data Analytics	85,080				31,200		116,280
Print & Mail			6,840	6,840	6,840	6,840	27,360
Setup & Configuration	53,180	53,180					106,360
Year 1 Total	**138,260**	**53,180**	**6,840**	**6,840**	**38,040**	**6,840**	**250,000**

Total Price (USD)			**250,000**

2. PAYMENT NOTES

The Fees above are based on the below Fee Breakdown:

Fee Breakdown
12,000 Residential Customers - Behavioral Energy Efficiency and Standalone Web

		Program Year 1
Setup & Configuration		
Initial Setup		
Oracle List Price	$	122,917
SCPPA Discount	$	(6,146)
Strategic Partner Discount	$	(20,584)
Utility Price	$	96,187
Web Single Sign On Setup		
Oracle List Price	$	13,000
SCPPA Discount	$	(650)
Strategic Partner Discount	$	(2,177)
Utility Price	$	10,173
Total Setup	**$**	**106,360**
Data Analytics: Annual Solution License Fees		
Platform		
Oracle List Price	$	12,000
SCPPA Discount	$	(600)
Utility Price	$	11,400
Behavioral Energy Efficiency		
Oracle List Price	$	62,400
SCPPA Discount	$	(3,000)
Utility Price	$	59,400
Web Portal		
Oracle List Price	$	3,000
SCPPA Discount	$	(120)
Utility Price	$	2,880
Total Solution License Fees	**$**	**73,680**
Data Analytics: Services		
Customer Engagement Tracker		
Oracle List Price	$	33,000
Strategic Partner Discount	$	(1,800)
Utility Price	$	31,200
Spanish Web + Low Income Classifier		
Oracle List Price	$	25,600
Strategic Partner Discount	$	(14,200)
Utility Price	$	11,400
Total Services	**$**	**42,600**
Print and Mail Fees		
Home Energy Reports - 4 rpts/yr		
Oracle List Price	$	28,800
SCPPA Discount	$	(1,440)
Utility Price	$	27,360
Total Print and Mail Fees	**$**	**27,360**
Total Discount	$	(50,717)
Total Fees (after discount)	**$**	**250,000**

Representative(s) of Participating Member(s)

Andrew Markis
Principal Account Manager
Riverside Public Utilities
3750 University Ave. 3rd Floor
Riverside, CA 92051

Amendment(s) to the Agreement

None.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have signed this Task Order No. RPU-01 as of the date first written above.

The Fees are valid through May 31, 2017 and shall become binding upon execution of this Task Order No. RPU-01 by SCPPA and acceptance by Oracle.

At SCPPA's request, Oracle has signed this Task Order No. RPU-01 first. SCPPA agrees by its execution of this Task Order No. RPU-01 that any handwritten or other change or modification to this Task Order No. RPU-01 shall be void and of no force or effect.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
       MICHAEL S. WEBSTER
       Executive Director

and;

ORACLE AMERICA, INC.

By: *Jake Camarillo*
      Jake Camarillo (Apr 18, 2017)
      _____
      NAME Jake Camarillo
      Title   Centralized Workflow Manager

Participant's Acknowledgement and Agreement

By signing this Task Order No. RPU-01, 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.

CITY OF RIVERSIDE

CERTIFIED AS TO FUNDS AVAILABILITY:

By: _____
      JOHN RUSSO
      City Manager

BY: _____
Chief Financial Officer/ City Treasurer

☐   Check here if Participant has indicated acknowledgement and agreement by letter addressed to SCPPA.

APPROVED AS TO FORM:

BY: *Susan Ulloa*
_____
ASSISTANT CITY ATTORNEY Page 19