Intralinks, Inc.
150 East 42nd Street
New York, NY 10017
Fed Tax ID 13-3899047

Client (Name /Address)	Contract:
Jea Ryan Wannemacher 21 W Church Street Jacksonville FL 32202 United States	**Contract Date:** February 13, 2018 **Contract ID:** 5142213 **Quote ID:** Q350362

Included Platform Features	24/7 Live Customer Support Standard Project Management Intralinks® Designer Document Locking & Protection Watermarking Reporting Full Text Search/OCR Mobile Access Intralinks Platform Bulk Download (folders and files) and Standard Report Exports

Permitted Purpose(s): M&A Transaction	
Number of Intralinks Exchanges	As required per transaction
Total Base Quote	0.00
Included Use Period	1 month(s) from creation of Exchange
Use Period Extension – Month to Month Fee	1/ 1 of total Usage Fees
Included Storage	0 Pages
Payment Terms	Due Upon Receipt
Currency	USD

Incremental Tiers	Incremental Fees
0.00 to 2,000.00	0.25 per Page
2,001.00 to 4,000.00	0.23 per Page
4,001.00 to 10,000.00	0.20 per Page
10,001.00 to 20,000.00	0.18 per Page
20,001.00 to 40,000.00	0.16 per Page
40,001.00 to 100,000.00	0.15 per Page
100,001.00 to 500,000.00	0.12 per Page
500,001.00 +	0.08 per Page

Optional Services	Fees
Compliance Archive - per View	1,500.00
Compliance Archives - Copies	200.00
DVD Archive	200.00
Scanned Pages	0.25

Additional Work Order Terms

Dealspace Terms:
(A) Fees: As used herein, "Usage Fees" include the Base Fee and all incremental storage fees, if any, and exclude fees for Optional Services. Usage Fees shall be invoiced beginning upon commencement of the Use Period. Usage Fees as well as scanning charges, if any, shall be payable notwithstanding whether or when Client opens an Exchange to End Users, unless failure to open an exchange is due to Intralinks' default, negligence or willful misconduct. Whenever actual storage in Client's Exchange(s)

exceeds the storage limit then in effect, such storage limit shall be increased in the increments set forth herein, and the applicable incremental storage fee shall be payable. Storage will be totaled across all exchanges for purposes of measuring usage against applicable limits. PDF pages are counted per page and non-PDF pages are calculated according to a fixed ratio of 65KBs per page (applicable to page based Work Orders). Intralinks storage counts shall be conclusive except in cases of material manifest error. Incremental storage fees and charges for Optional Services will be invoiced as and when incurred.

(B) Use Period: The "Use Period" set forth above begins as of the date the first exchange is created. If Client has not deleted the exchange(s) licensed hereunder at the end of the applicable Use Period, and so long as no notice of termination of this Work Order has been given, such Use Period will be extended automatically for successive monthly periods until the last exchange is deleted by or at the written direction of Client. In consideration for such extensions, Client shall pay a monthly fee to Intralinks equal to the aggregate Usage Fees incurred from the creation date of the exchange, divided by the number of months in the initial Use Period (the "Monthly Extension Fee").

Any storage increases made during Use Period extension shall be subject to payment of incremental fees as set forth above. The full Use Period extension fee shall be payable with respect to every monthly or multi-month Use Period extension occurring from the end of the initial Use Period through the date the last exchange is deleted – no pro rata determination or reduction shall be made with respect to partial periods of use. This Work Order shall continue in effect until all exchanges created hereunder are deleted.

Upon expiration of the Use Period, Client has several options regarding its exchange(s). Such options are described in the "Alternatives at the End of Your Current Use Period Guide" included with the countersigned copy of this Work Order.

(C) Professional Services: Services provided at no additional charge include: Exchange creation, file upload according to Intralinks best practices, participant upload, quality control of tasks performed by Intralinks and Internet-based training of exchange managers. All other professional services will be undertaken at the request of Client's exchange manager(s), and upon Intralinks' acceptance thereof, at Intralinks' then current rates. A separate statement of work may be required depending on the nature of the additional professional services.

(D) Optional Services: The following Optional Services will be provided upon Client's request at the rates indicated in the above table. Any person having Exchange Manager rights may order these Optional Services:

(i) Document Scanning: Scanning services (if elected) include image capture, adobe acrobat pdf conversion and coding (naming) of scanned documents. Quoted rates assume delivery by Client of organized, undamaged documents. Actual charges will depend on the quality, organization, and condition of documents to be scanned, including whether color documents are included, the size of the paper to be scanned and similar factors. Shipping, overtime charges, expedited processing, and taxes are not included. Scanning charges may be invoiced separately or itemized within invoices for other fees. Scanning results may vary based on the quality and condition of documents. Accordingly, Intralinks assumes no liability to Client under this Work Order for incomplete or inaccurate scanned documents caused by disorganized, incomplete or damaged Client or End User information.

(ii) Intralinks Archives ("Archives"): Archives may be ordered separately by Client or its Exchange Managers with respect to any Exchange provided hereunder. Archives may be ordered by Exchange Managers through an online order process within the Services. An Archive is created from a specific End User View. A "View" consists of the Exchange content that the individual with the End User ID (i.e. email address) specified by Client on the Archive order form is permissioned to access. Each End User ID is considered a separate View and an Archive may only contain one View. Archives will be charged at the rates listed above. Client shall have the option of ordering a Compliance Archive and/or a Data Archive. Client may order an additional Archive copy of a View for the fee set forth above.

(E) Intralinks German Content Node – Additional Terms: Upon the creation of each individual Exchange, Client may select that all End User Files shall be hosted on servers located in Germany. Functions such as Information Rights Management (IRM) protection, encryption and decryption, virus scanning and application of watermarks will all be performed in the German content node located in Germany. In respect of the foregoing, this serves as written notice to Client that Intralinks shall use T-Systems as a subcontractor for the provision of computer and storage services in support of the German Content Node.

As of the Contract Date, the Intralinks German Content Node is not yet within the scope of Intralinks' current SOC 2 Security, Availability and Confidentiality Report for the Services.

(F) Intralinks Australian Content Node – Additional Terms: Upon the creation of each individual Exchange, Client may select that all End User Files shall be hosted on servers located in Australia. Functions such as Information Rights Management (IRM) protection, encryption and decryption, virus scanning and application of watermarks will all be performed in the Australian content node. In respect of the foregoing, this serves as written notice to Client that Intralinks shall use Amazon Web Services as a subcontractor for the provision of computer and storage services in support of the Australian content node.

As of the Contract Date, the Intralinks Australian content node is not within the scope of Intralinks' current SOC 2 Security, Availability and Confidentiality Report for the Services.

Agreement: This Work Order incorporates by reference and shall be governed by the Master Services Agreement, set forth at www.intralinks.com/terms (the "Agreement"). Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Agreement. In the event of any inconsistency or conflict between the Agreement and this Work Order, the terms of this Work Order shall govern solely with respect to the Services provided herein; in all other respects, Services hereunder shall be provided and used in accordance with the terms of the Agreement.

Should the Client have previously entered into an Agreement, the Addendum set forth at http://www.intralinks.com/msa-addendum (the "Addendum") is hereby incorporated into the Agreement. To the extent there is a conflict or inconsistency between the Addendum and the Agreement, the Agreement shall govern.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the services on this contract?

Please select:

☒ No

☐ Yes

If **Yes,** please complete the following:

PO Number:

PO Amount:

Billing Contact / Account Payables Information

The following Billing contact information must be completed by Client for this agreement to be processed:

First Name:	Ryan	Last Name:	Wannemacher
Title:	Director of Financial Planning & Analysis at JEA		
Company:	Jea		
Address:	21 W Church Street		
City:	Jacksonville	State/Province:	FL
Postal Code:	32202	Country:	United States
Email:	wannrf@jea.com		
Phone Number:	(214) 770-4366	Fax Number:	

Tax Exempt Information

Tax Certificate ID:	
Tax Certificate Type:	
Issuing Jurisdiction:	
Certificate Description:	

IN WITNESS WHEREOF, the undersigned parties have caused this contract to be executed as of the date set forth above. The undersigned represents that he/she is authorized to execute this contract on behalf of Client. If applicable, the parties consent to use of an electronic signature service for purposes of signing this contract.

CLIENT NAME: Jea	INTRALINKS, INC.
Signature: *Ryan Wannemacher (Feb 7, 2018)*	**Signature:**
Name Ryan Wannemacher	**Name** Gregory J. Langan
Title Director of Financial Planning & Analysis at JEA	**Title** Deputy General Counsel
Date Feb 7, 2018	**Date**