

**CONTRACT
BETWEEN
JEA
AND
WILLIS TOWERS WATSON US, LLC
JEA CONTRACT# 182554**

THIS CONTRACT is executed this _____ day of June, 2019 (the "Effective Date"), by and between **JEA**, a body politic and corporate, in Duval County, Florida, with a principal office located at 21 W. Church St., Jacksonville, FL 32202, ("JEA"), and **WILLIS TOWERS WATSON US LLC**, a Delaware corporation, authorized to conduct business in the State of Florida, with its principal office located at 800 N Glebe Road, Arlington, VA 22203 (the "Company").

WITNESSETH

WHEREAS, JEA represents that, pursuant to Article 3-208 of the JEA Purchasing Code, JEA is authorized to procure goods and services in which a JEA Standards Committee has approve said goods or services as "Original Equipment Manufacturer"; and

WHEREAS, JEA desires to procure from Company, and Company desires to provide "**Compensation Study Consulting Services**".

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. That Company has been selected to provide the services for the "**Compensation Study Consulting Services**", Company Quotes, dated **January 30, 2019, March 8, 2019 & April 22, 2019**, (the "Services") and has been awarded this Contract for said work.

2. The Company will, at its own cost and expense, do the work required to be done and furnish the work product required to be furnished on said work in accordance with the proposal prepared by Company, referred to as pursuant to Company Quotes, dated **January 30, 2019, March 8, 2019 & April 22, 2019**, attached hereto as **Exhibit A and Exhibit D, Towers Watson and**

JEA Terms and Conditions, dated May 5, 2011 attached hereto. Such work shall be done strictly in accordance with Company's proposal, this Contract, including all exhibits hereto, all plans, specifications, blueprints, requirements of JEA attached hereto, and award therefor, now on file in the Office of the Chief Purchasing Officer of JEA, (collectively, the "Contract Documents"), all of which are hereby specifically made a part hereof by reference to the same extent as if fully set out herein in the sum not to exceed **One Hundred Twenty Two Thousand and 00/100 Dollars (\$122,000.00)**, (the "Maximum Indebtedness"), at and for the prices and on the terms contained in the Contract Documents. The parties agree that if any portion of the Company's work is based upon unit pricing for labor and/or materials and the actual work takes fewer units than bid by Company, then the Maximum Indebtedness will be reduced accordingly. The term of this Contract shall begin upon execution of the documents that make up **Exhibit A** and terminate upon completion of the work. The parties agree **Exhibit D** shall not terminate upon completion of the work outlined in **Exhibit A**.

3. On the faithful performance of this Contract by the Company, the JEA will pay the Company in accordance with the terms and on the conditions stated in the Contract Documents.

4. Insurance, Indemnification, Warranty, and Acceptance Procedure requirements are attached as **Exhibit B** and incorporated herein, and these requirements take precedence over any other provisions contained in the Company proposal and/or related documents.

5. This Contract may be terminated as set forth in **Exhibit C** attached hereto and these requirements take precedence over any other provisions contained in the Company proposal and/or related documents.

6. On faithful performance of this Contract, the JEA will pay the Contractor in accordance with the terms and on the conditions stated in the Contract Documents.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, the day and year first above written.

ATTEST:

By: Sharon McCoughty
Name: Sharon McCoughty
Title: Business Support Specialist
Date: 8/5/19

WILLIS TOWERS WATSON US, LLC

By: David J. Wathen
Name: David J. Wathen
Title: Managing Director
Date: 8/5/19

ATTEST:

By: _____
Name: Maurice Scarboro
Title: Contracts Associate
Date: _____

JEA

By: _____
Name: Jenny McCollum
Title: Director, Procurement Services
Date: _____

Approved by Awards Committee on Thursday, May 30, 2019, Award Item #2.

EXHIBIT A
COMPANY'S PROPOSAL

January 30, 2019

Ms. Angie Hiers
Chief Human Resources Officer
JEA
21 West Church Street
Jacksonville, FL 32202

SUBJECT: PROPOSAL FOR INCENTIVE PLAN REVIEW AND DESIGN

Dear Angie:

We appreciate the opportunity to support JEA ("JEA") with a review of the short-term Incentive plan design, competitive market review of long-term incentive design practices and development of a strawman long-term incentive plan design. This statement of work outlines scope, timing and fees for our services.

SCOPE OF SERVICES

To assist JEA, we will perform the following work steps:

Management and Board Interviews and Data Collection

- We plan to hold a half-hour phone interview with 2 to 4 members of Management and/or the Compensation Committee to obtain information on JEA's current compensation programs, compensation strategy including relevant industry perspectives, drivers of short and long-term business performance, pay positioning and the competitive frame of reference for JEA
- Data request — We ask that you provide us the following materials for our review:
 - Current compensation philosophy;
 - Annual incentive plan document;
 - Employment agreements, if applicable
 - Competitive compensation market data from recent studies completed by JEA;
 - Financial reports for the last three years;
 - Organization charts.

Short-Term Incentive Plan Review

- Willis Towers Watson will conduct a high level review of the proposed JEA short-term incentive plan design, providing commentary on key design aspects based on our understanding of utility industry short-term incentive plan design practices. No formal competitive benchmarking analysis will be conducted for this review, but we will rely on our past experience and provide commentary on alignment of the proposed design with typical market practice or possible gaps to market. Short-term incentive plan design review findings will be provided to Management in a summary letter report

Long-Term Incentive Plan Design Review

Step 1: Audit Current Compensation Analyses

Willis Towers Watson will audit the most recent compensation benchmarking analyses JEA has completed covering executive and non-executive positions to understand defined markets for talent and competitive positioning of current JEA pay relative to market. We will leverage this market data to help inform our review/design of the long-term incentive plan design incentive opportunities

Step 2: Conduct a Competitive Market Analysis of Long-Term Incentive Plan Designs

Willis Towers Watson will conduct a competitive market analysis of long-term incentive (LTI) plan designs covering applicable industry perspectives (i.e., public power utilities, investor owned utilities, general industry, etc.). We will leverage our anecdotal consulting experience, publicly available data and Willis Towers Watson's proprietary industry surveys to complete this analysis

For our analysis, we will provide a comparison to market and best practices with regards to:

- Eligibility
- Participation
- Target incentive opportunity
- LTI award frequency
- Award vehicles
- Performance metrics
- Performance and payout curves

Step 3: Develop Long-Term Incentive Strawman Design

- Based on feedback from the interviews and consideration of competitive market practices from Step 2, we will develop a long-term incentive plan strawman design that aligns with the company's compensation philosophy and business strategy

Step 4: Provide a Draft Report for Review with Management and Compensation Committee

- We will prepare a draft report detailing the proposed long-term incentive plan design for review with designated members of Management and/or the Compensation Committee. Our report will detail the analysis methodology, findings and proposed long-term incentive plan design for the 2019-2020 fiscal year. We will review the draft report findings via conference call

Step 5: Finalize Report and Present to Management and Compensation Committee

- Based on suggested changes from step 4, we will update our long-term incentive report and produce a final version
- At an in-person meeting with Management and the Compensation Committee, we will present findings from all work steps outlined above and address any questions or issues around the proposed long-term incentive plan design

To ensure the quality of our services, our work is thoroughly reviewed internally and encompasses Willis Towers Watson's standard protocol for Work Excellence.

PROJECT TEAM

David Wathen will lead this project and have responsibility for its overall success. Paul Hwang will serve as the project manager and day-to-day contact for all aspects of this project. We may also draw upon additional Willis Towers Watson resources as appropriate with the objective to bring you the best expertise and resources our firm can offer.

TIMING AND DELIVERY OF SERVICES

Willis Towers Watson expects to begin this work immediately upon acceptance of this proposal and will complete the project within 4 to 5 weeks, well in advance of the March 25 Committee meeting.

FEES AND EXPENSES

Willis Towers Watson's consulting fees are based on the services and assumptions described above. For this engagement, we estimate our consulting fees to be \$33,000 - \$38,000, inclusive of Willis Towers Watson's 7% technology and administrative fee. To the extent that out-of-pocket expenses are incurred (e.g., travel and lodging), they will be billed to JEA in addition to consulting fees as detailed in the Terms and Conditions of Engagement.

TERMS AND CONDITIONS OF ENGAGEMENT

The services described in this scope of work and any other services that Willis Towers Watson provides to JEA are subject to the Terms and Conditions of Engagement signed on May 5, 2011.

IN CLOSING

Angie, we are excited about the opportunity to work with you and assist JEA on this important compensation project. If this proposal is acceptable to you, please sign and return to us, retaining a copy for your records. If you have any questions now or during the course of our engagement, please contact me at 678-684-0751.


Thank you,



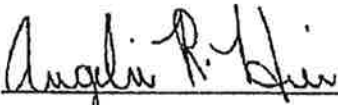
David J. Wathen
Utility Industry Compensation Practice Leader

cc: Patricia Mallis, JEA
Andrea Deeb, Willis Towers Watson

**AGREED AND ACCEPTED BY:
WILLIS TOWERS WATSON US LLC**

Signature: 
Printed Name: David J. Wathen
Title: Senior Director
Date: January 30, 2019

**AGREED AND ACCEPTED BY:
JEA**

Signature: 
Printed Name: Angie R. Hiers
Title: VP & Chief Human Resources Officer
Date: January 31, 2019

March 8, 2019

Ms. Angie Hiers
Chief Human Resources Officer
JEA
21 West Church Street
Jacksonville, FL 32202

SUBJECT: AMENDMENT TO PROPOSAL FOR INCENTIVE PLAN REVIEW AND DESIGN

Dear Angie:

We appreciate the opportunity to support JEA ("JEA") with a review of the short-term incentive plan design, competitive market review of long-term incentive design practices and development of a strawman long-term incentive plan design. This statement of work is an amendment to the original agreement between JEA and Willis Towers Watson executed January 31, 2019. This amendment addresses out of scope services requested by JEA in support of the incentive plan review project and the associated fees.

Requested Out of Scope Services

- Project status calls
 - Check in calls (2) with the JEA HR & Compensation team and the Willis Towers Watson project team to provide project updates, address questions and clarify market data provided
 - Estimated additional fees \$4,000
- Participation / attendance in additional meetings with Management and/or the Compensation Committee
 - Original scope of work included one conference call and one in person meeting with the Compensation Committee with participation from one senior consultant
 - To date, three in person meetings scheduled - March 19 meeting with CEO, April 16 Compensation Committee meeting and May 21 Compensation Committee meeting – requesting participation of two senior consultants (Andrea Deeb and David Wathen)
 - Estimated additional fees \$9,000
- Additional time required to review and validate JEA market data
 - Original scope of work involved Willis Towers Watson leveraging market data JEA had independently pulled for the executives (excluding the CEO) and the Appointed population and developing summary exhibits similar to the 2017 study. Given incomplete market data for some positions and the iterative process required to clarify, validate and update missing market data, the time spent by Willis Towers Watson reviewing and validating market data provided by JEA has exceeded original time allocated
 - Estimated additional fees: \$6,000

FEES AND EXPENSES

Willis Towers Watson's consulting fees are based on the services and assumptions described above. The additional fees to cover the out of scope services on this project are estimated to be \$19,000, inclusive of Willis Towers Watson's 7% technology and administrative fee. To the extent that out-of-pocket expenses are incurred (e.g., travel and lodging), they will be billed to JEA in addition to consulting fees as detailed in the Terms and Conditions of Engagement.

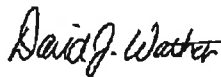
TERMS AND CONDITIONS OF ENGAGEMENT

The out of scope services described in this amended scope of work and any other services that Willis Towers Watson provides to JEA are subject to the Terms and Conditions of Engagement signed on May 5, 2011.

IN CLOSING

If this amendment addressing the out of scope services is acceptable to you, please sign and return to us, retaining a copy for your records. If you have any questions now or during the course of our engagement, please contact me at 678-684-0751.

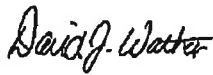
Thank you,



David J. Wathen
Utility Industry Compensation Practice Leader

cc: Patricia Mallis, JEA
Andrea Deeb, Willis Towers Watson

AGREED AND ACCEPTED BY: WILLIS TOWERS WATSON US LLC

Signature: 
Printed Name: David J. Wathen
Title: Senior Director
Date: March 8, 2019

AGREED AND ACCEPTED BY: JEA

Signature: _____
Printed Name: _____
Title: _____
Date: _____

April 22, 2019

Ms. Patricia Malis
Director, Employee Services
JEA
21 West Church Street
Jacksonville, FL 32202

SUBJECT: AMENDMENT TO PROPOSAL FOR INCENTIVE PLAN REVIEW AND DESIGN

Dear Pat:

We appreciate the opportunity to support JEA ("JEA") with a review of the short-term incentive plan design, competitive market review of long-term incentive design practices and development of a strawman long-term incentive plan design. This statement of work is an amendment to the original agreement between JEA and Willis Towers Watson executed January 31, 2019. This amendment addresses out of scope services requested by JEA in support of the incentive plan review project and the associated fees.

Requested Out of Scope Services

Below is a list of out of scope requests received from the JEA team that we have addressed or are currently addressing:

- LTI (performance unit) valuation review and call
- Non-qualified deferred compensation plan research (sample document, plan administration vendors, funding approaches)
- Research and summarize the evolution of compensation plans at JEA
- Presentation material updates/additional check in calls (e.g., re-running variance analyses with pay grade midpoints).
- Gap analysis for the entire JEA employee population
- Cost modeling of the proposed STI/LTI plans
- Modernizing total rewards practices

We estimate the additional fees for these out of scope requests associated with the incentive plan review and design project to be \$25,000-\$30,000.

Likewise, we summarize below the expected future out of scope work requests and associated fees:

- Committee meeting materials updates based on CEO and CFO feedback
- Committee meeting materials updates based Committee feedback

We estimate the additional fees for these future out of scope requests associated with the incentive plan review and design project to be \$5,000-\$10,000.

FEES AND EXPENSES

Willis Towers Watson's consulting fees are based on the services and assumptions described above. The additional fees to cover the out of scope services on this project are estimated to be \$30,000 to \$40,000, inclusive of Willis Towers Watson's 7% technology and administrative fee. To the extent that out-of-pocket expenses are incurred (e.g., travel and lodging), they will be billed to JEA in addition to consulting fees as detailed in the Terms and Conditions of Engagement.

TERMS AND CONDITIONS OF ENGAGEMENT

The out of scope services described in this amended scope of work and any other services that Willis Towers Watson provides to JEA are subject to the Terms and Conditions of Engagement signed on May 5, 2011.

IN CLOSING

If this amendment addressing the out of scope services is acceptable to you, please sign and return to us, retaining a copy for your records. If you have any questions now or during the course of our engagement, please contact me at 678-684-0751.


Thank you,



David J. Wathen
Utility Industry Compensation Practice Leader

cc: Andrea Deeb, Willis Towers Watson

AGREED AND ACCEPTED BY: WILLIS TOWERS WATSON US LLC

Signature: 
Printed Name: David J. Wathen
Title: Managing Director
Date: April 22, 2019

AGREED AND ACCEPTED BY: JEA


Signature: 
Printed Name: Jenny McCallum
Title: Chief Procurement Officer
Date: 5/6/19



EXHIBIT B

INSURANCE, INDEMNIFICATION, WARRANTY & ACCEPTANCE PROCEDURE

1. Indemnification

The Company shall indemnify, defend, and hold harmless, JEA, its officers and employees from any third party claim, action, loss damage, injury, liability, cost and expense, including, but not limited to, reasonable attorney's fees, arising out of bodily injury, to persons including death, or damage to tangible property (excluding computer virus) including destruction, arising out of the performance of the work by the Company, excepting only the negligence of JEA; provided that JEA provides the Company with prompt notice of any potential loss, gives the Company the right to control the response to and defense of any related claim, and cooperates with the Company at Company's request. This indemnification shall survive the Term of the Contract for events that occurred during the Contract Term. Indemnification is not limited in anyway by insurance amounts.

The Company will, at its expense, indemnify, defend and hold harmless all third party claims, actions or proceedings against JEA, its directors, officers, and employees, based on any allegation that the work product, or any part of the work product, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right, and will pay all costs (including, but not limited to, reasonable attorneys' fees), damages, charges and expenses charged to JEA by reason thereof. The foregoing indemnity obligation only applies to the extent JEA used the work product without modification in accordance with the Contract Documents. JEA will give the Company written notice of any such claim, action or proceeding and at the request and expense of the Company, JEA will provide the Company with available information, assistance and authority and right to control and direct the preparation, the defense and settlement of any such claim. This indemnification is separate and apart from and in no way limited by any insurance provided pursuant to this Contract. If any suit or proceeding, the work product is held to constitute an infringement and its use is permanently enjoined, the Company shall promptly make every reasonable effort to secure for JEA a license authorizing the continued use of the work product. If the Company fails to secure such a license for JEA, then the Company shall replace the work product with a noninfringing work product, or modify such work product in a way satisfactory to JEA in accordance with the Contract Documents so that the work product is noninfringing or require JEA to return the allegedly infringing work product to the Company and the Company shall refund to JEA the amount paid to the Company for such item. The provisions of this section state the Company's entire liability and JEA's sole and exclusive remedy with respect to any infringement or claim of infringement.

Indemnification and Sovereign Immunity: Notwithstanding any other term or condition of this Agreement, JEA's indemnification obligation shall be for tort claims only, subject to the provisions and limitations of Section 768.28, Florida Statutes.

2. Insurance Requirements

Without further limiting its liability under the Contract, Company shall procure and maintain at its sole expense, insurance of the types and in the minimum amounts stated below:

Workers' Compensation

Florida Statutory coverage and Employer's Liability ;
Insurance Limits: Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability).

Commercial General Liability

Premises-Operations, Products-Completed Operations, Contractual Liability, Broad Form Property Damage, Insurance Limits: \$1,000,000 per occurrence, \$2,000,000 annual aggregate for bodily injury and property damage.

Automobile Liability

All autos- hired, or non-owned; Insurance Limits: \$1,000,000 per occurrence, combined single limit.

Excess or Umbrella Liability

(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability); Insurance Limits are on per occurrence basis and follow the form of the underlying coverage

Company's Commercial General Liability and Excess or Umbrella Liability policies shall remain in force throughout the duration of the project and until the work is completed to JEA's satisfaction in accordance with the Contract Documents. The Indemnification provision provided herein is separate and is not limited by the type of insurance or insurance amounts stated above.

Company shall specify JEA as an additional insured for all coverage except Workers' Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA. Company shall include a Waiver of Subrogation on the Commercial General Liability and Workers' Compensation insurance in favor of JEA, its , officers, employees, , successors and assigns.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida except for Professional Liability insurance which is written by a captive insurer, domiciled in Vermont. Upon written request by JEA, the Company shall provide certificates evidencing the maintenance of the insurance above. Company's Certificates of Insurance shall be mailed to JEA (Attn. Procurement Services), Customer Care Center, 6th Floor, 21 West Church Street, Jacksonville, FL 32202-3139.

The Company shall provide 30 days written notice to JEA of any material alteration or cancellation, including expiration and non-renewal, .

3. Warranty

The Company warrants that the Services furnished by the Company shall perform the Services required under the Contract Documents in a professional manner, by qualified personnel, and in

accordance with all applicable industry standards, for a period of not less than one (1) year from the date of delivery at the JEA site.

THE FOREGOING EXPRESSED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES. COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. JEA'S REMEDY FOR BREACH OF ANY WARRANTY MADE BY COMPANY IN CONNECTION WITH THE PURCHASE OF ANY GOODS HEREUNDER, shall be the right to require Company to replace or, at JEA's option, any nonconforming Services. Company shall not be responsible for labor associated with disassembly, installation or replacement of goods unless the Company performed the original disassembly, installation or replacement of those goods.

JEA'S REMEDY FOR THE BREACH OF ANY WARRANTY MADE BY COMPANY IN CONNECTION WITH THE PURCHASE OF ANY SERVICES HEREUNDER, shall be to require the Company to correct such nonconforming Services at Company's sole expense.

In the event that JEA determines the repair or replacement of the nonconforming goods or the correction of the nonconforming Services is an ineffective remedy, JEA's remedy is the right to recover the amount paid to Company for the nonconforming goods or Services. JEA must return the nonconforming Services or goods to Company, if so requested by Company. Written notice specifying the particular nonconforming goods or Services must be given promptly by JEA to the Company within thirty (30) days of receipt of such.

If the work product includes items covered under a manufacturer's or subcontractor's warranty that exceeds the requirements stated herein, Company shall transfer such warranty to JEA. Such warranties do not in any way limit the warranty provided by the Company to JEA.

3. ACCEPTANCE PROCEDURE

The following Acceptance procedure will be used for all Milestones. The Milestones are defined described in the Contract Terms and Conditions.

Once Company presents a Milestone as completed to JEA, JEA shall either (i) Accept the Milestone; or (ii) provide written notice to Company stating with particularity how the Milestone does not conform to the Contract Documents (the "First Review Notice") within twenty (20) business days.

Upon receipt of the First Review Notice, Company shall use commercially reasonable efforts to, promptly and without delay, correct the non-conformances specified in the First Review Notice. Company will then redeliver the Milestone to JEA within twenty (20) working days. Upon such redelivery, JEA shall either (i) Accept the Milestone; or (ii) provide a second written notice (the "Second Review Notice") stating with particularity how the Milestone continues to fail to conform to the Contract Documents.

Upon receipt of the Second Review Notice, Company shall use commercially reasonable

efforts to, promptly and without delay, correct the non-conformances specified in the Second Review Notice. Company shall then redeliver such Milestone to JEA within twenty (20) working days. Upon such redelivery, JEA shall either (i) Accept the Milestone, or (ii) provide a final written notice (the "Rejection Notice") rejecting the Milestone and stating with particularity how the Milestone does not conform to the Contract Documents. If JEA provides a Rejection Notice to Company, such notice shall constitute a material breach of the Agreement by Company, permitting JEA to terminate the Agreement immediately by written notice.

JEA will charge the expense of completing the Services to the Company and will deduct such expenses from monies due, or which at any time thereafter may become due, to the Company. If such expenses are more than the sum that would otherwise have been payable under the Agreement, then the Company shall pay the amount of such excess to JEA upon notice of the expenses from JEA. JEA shall not be required to obtain the lowest price for completing the Services under the Contract, but may make such expenditures that, in its sole judgment, shall best accomplish such completion. JEA will, however, make reasonable efforts to mitigate the excess costs of completing the Work or Services.

EXHIBIT C
TERMINATION OF CONTRACT

1. Termination for Convenience

JEA shall have the absolute right to terminate in whole or part the Contract, with or without cause, at any time after Award upon written notification of such termination.

In the event of termination for convenience, JEA will pay the Company for all disbursements and expenses that the Company has incurred, or those for which it becomes obligated prior to receiving JEA's notice of termination and for all Services rendered. If applicable, JEA will also pay the Company costs incurred less the reasonable resale value, of materials or equipment that the Company has already ordered, obtained or fabricated in connection with the Contract.

Upon receipt of such notice of termination, the Company shall stop the performance of the Services hereunder except as may be necessary to carry out such termination and take any other action toward termination of the Services that JEA may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by JEA.

JEA will have no liability to the Company for any cause whatsoever arising out of, or in connection with, termination including, but not limited to, lost profits, lost opportunities, resulting change in business condition, except as expressly stated within these Contract Documents.

2. Termination for Default

JEA may give the Company written notice to discontinue all Services under the Contract in the event that:

- The Company assigns or subcontracts the Services without prior written permission;
- Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
- A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
- The Company makes an assignment for the benefit of creditors;
- The Company suspends the operation of a substantial portion of its business;

- The Company suspends the whole or any part of the Services to the extent that it impacts the Company's ability to meet the Service schedule, or the Company abandons the whole or any part of the Services;
- The Company, at any time, violates any of the conditions or provisions of the Contract Documents, or the Company fails to perform as specified in the Contract Documents, or the Company is not complying with the Contract Documents;
- The Company attempts to willfully impose upon JEA items or workmanship that are, in JEA's sole opinion, defective or of unacceptable quality;
- The Company breaches any of the representations or warranties;
- The Company is determined, in JEA's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to JEA;
- Any material change in the financial or business condition of the Company.

Unless terminated under Acceptance Procedure, if within thirty (30) days after service of such notice upon the Company, an arrangement satisfactory to JEA has not been made by the Company for continuance of the Services, then JEA may declare Company to be in default of the Contract.

The Contract Documents shall in no way limit JEA's right to all remedies for nonperformance provided under law or in equity, except as specifically set forth herein.

JEA has no responsibility whatsoever to issue notices of any kind, including but not limited to deficient performance letters and scorecards, to the Company regarding its performance prior to default by Company for performance related issues.

JEA shall have no liability to the Company for termination costs arising out of the Contract, or any of the Company's subcontracts, as a result of termination for default.

EXHIBIT D
TOWERS WATSON AND JEA
TERMS AND CONDITIONS

Towers Watson and JEA
Terms & Conditions

1. **Parties and Application.** These terms and conditions ("terms") cover all services, advice, work product and other deliverables (collectively, the "services") provided by the Towers Watson entity identified below or any of its affiliates ("Towers Watson", "we", "our", or "us") the entity identified below or any of its affiliates ("you" or "your").

The scope of our services for each project (the "statement of work") will be agreed by you and us in written communications and shall, unless provided otherwise, incorporate these terms.

2. **Fees.** Unless otherwise specified, our fees will be calculated by reference to any agreed assumptions, the time spent on, the importance, complexity and urgency of each project. Any fees or rates quoted or estimated are exclusive of any applicable sales, or similar taxes. Expenses are charged in addition. We also charge a technical and administrative fee based on a percentage (currently 7%) of the consulting fees and an administrative fee of 5% for vendor charges other than travel, unless arrangements are made in advance for such charges to be invoiced to and paid by you directly.

Unless otherwise agreed, we will submit invoices for the services provided and expenses incurred on a monthly basis. Invoices are payable within 60 days of receipt. In the event that invoices are not paid within that time we shall be entitled to charge a late payment fee of the lesser of 1.0% per month or the maximum allowed by law.

3. **Our Responsibilities.** We shall provide the services in a professional matter with reasonable skill and care. We will assign to the project team members of our staff with adequate education, training and experience to perform the tasks assigned to them. We will use reasonable endeavors to meet any timetable that we may agree with you.

The work product we deliver to you in connection with the performance of the services will not infringe any intellectual property right of any third party. Unless otherwise expressly agreed in writing, we do not accept any fiduciary or trust responsibilities or liability in connection with the performance of the services. We do not provide legal, accounting or tax advice.

4. **Your responsibilities.** You will timely provide us with the documentation, information, access to your personnel and cooperation we reasonably require to provide the services. Any delay or failure to provide materials, information or cooperation may result in a revision to any agreed timetable and/or, if we need to do additional work as a result, in additional fees being charged. We will rely on the documentation and information provided to us by you or your representatives and do not take responsibility for verifying the accuracy or completeness of it. You may rely only upon our final work product and not on any drafts or oral statements made by us in the course of the services.

5. **Intellectual Property Rights and Work Product.** You shall retain ownership of all original data and the materials, and the intellectual property rights in that data, provided to us by you or your representatives. You will have the right to use, reproduce and adapt copies of the work product delivered to you for internal purposes within your organization. We shall retain the intellectual property rights in such work product, and the skills, know-how and methodologies used or acquired by us during the course of providing any services.

The services we perform, including the work product we deliver to you, are provided solely for the intended purpose, and may not be referenced or distributed to any other party without our prior written consent. You may distribute our work product to your affiliates, provided that you ensure that each such affiliate complies with these terms and the applicable statement of work as if it were a party to them, and you remain responsible for such compliance.

You shall not refer to us or include any of our work product in any shareholder communication or in any offering materials (or fairness opinion provided by your professional advisers) prepared in connection with the public offering or private placement of any security, unless otherwise agreed in writing.

6. Confidentiality and Data Privacy. Each party shall protect all confidential information which the other party provides to it (whether orally, in writing or in any other form) using the same standards as the recipient applies to its own comparable confidential information, but in no event less than reasonable measures.

Each party's obligations will not apply to information: (i) already known to it at the time of disclosure; (ii) in the public domain or publicly available; (iii) available from a third party who is under no such obligation of confidentiality; (iv) independently developed by it; or (v) required to be disclosed pursuant to Florida's Public Records Law, FL Stat. 119. Each party may disclose confidential information to its legal advisers to protect its own legitimate interest and to comply with any legal or regulatory requirements. If any court, regulatory authority, professional body or legal process requires the recipient to disclose information covered by this confidentiality obligation, then the recipient may make any such disclosure; provided that the recipient will, if permitted by law, advise the other party promptly of any such requirement and cooperate, at such other party's expense, in responding to it.

We are a global business and in performing the services we may pass Personal Data within our global network of offices and affiliates and to providers of IT outsourcing who will be subject to appropriate data protection standards. Irrespective of where we receive or hold individually identifiable personal information ("Personal Data") on your behalf, we confirm that, acting as data processor we will take appropriate technical, physical and organizational/administrative measures to protect that Personal Data against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure or access. We will only use that Personal Data for the purposes of providing services to you or for other reasonable purposes which are related to the services we provide, unless you instruct us otherwise. You and Towers Watson shall each comply with the provisions and obligations imposed on each of us by applicable data privacy legislation and regulations.

7. Limitation of Liability. If our services do not conform to the requirements agreed between us please notify us promptly and we shall re-perform any non-conforming services at no additional charge or, at our option, refund the portion of the fees paid with respect to such services.

If re-performance of the services or refund of the applicable fees would not provide an adequate remedy for damages, the aggregate liability of Towers Watson and its employees, directors, officers, agents and subcontractors (the "related persons") to you whether in contract, tort (including negligence), breach of statutory duty or otherwise for any losses arising from or in any way connected with our services shall not exceed in aggregate the greater of (a) \$250,000 or (b) the total amount of the fees paid to us for the services provided pursuant to that statement of work during any 12-month period beginning with the commencement of that statement of work, unless otherwise agreed in writing. Nothing in these terms shall exclude or limit the liability of Towers Watson or our related persons in the case of: (a) death or personal injury resulting from our or our related person's negligence; (b) willful misconduct; (c) fraud; or (d) other liability to the extent that the same may not be extended or limited as a matter of law. In no event shall we or any of our related persons or affiliates be liable for any incidental, special, punitive, or consequential damages of any kind (including, without limitation, loss of income, loss of profits, or other pecuniary loss).

Where we are jointly liable to you with another party, we shall to the extent permitted by law only be liable for those losses that correspond directly with our share of responsibility for the losses in question.

8. Third Parties. These terms only create rights enforceable by you and do not create any rights enforceable by any other party.

We accept no responsibility for any consequences arising from any third party relying on our work product. If we agree to provide our work product to a third party, you are responsible for ensuring that the third party is made aware of the fact that they are not entitled to rely upon it.

You agree to reimburse us for all costs (including reasonable attorney's fees) that we incur in responding to any requests or demands from third parties, pursuant to legal process or otherwise, for data or information related to the services provided to you.

9. Termination. Either party may terminate a project on 30 days' written notice to the other party. We shall be entitled to be paid for services rendered up to the date of any such termination, and for expenses incurred. Any of these terms that would be reasonably intended to apply after termination will do so.

10. Miscellaneous. These terms, together with the statement of work, set out the entire agreement between you and us concerning the provision of the services. Any modifications of or amendments to these terms or a change to the services must be in writing and agreed by the parties. Should any of these terms be declared void, illegal or otherwise unenforceable, the remainder shall survive unaffected.

Neither party may assign or delegate any of its rights or obligations to any third party without the prior written consent of the other party. Notwithstanding the foregoing either party may assign or delegate any of its rights and obligations to an affiliate. We reserve the right to employ subcontractors to assist us in providing services and to pass to them any information and materials they need to perform their work. Where we use affiliates or subcontractors to provide the services to you, we will remain responsible for the provision of the services to you.

11. Dispute Resolution. The parties agree to work in good faith to resolve any disputes that may arise. If we cannot resolve a dispute the matter will be submitted to nonbinding mediation before either party pursues other remedies. If the governing law is any jurisdiction other than California, the parties hereby waive any right they may have to demand a jury trial.

If the governing law is that of Florida, except as otherwise provided below, any controversy or claim arising out of or relating to the Agreement which the parties are unable to resolve between themselves shall be resolved by Jacksonville, Florida.

12. Governing Law. Any controversy, dispute or claim of any kind between the parties shall be governed by and interpreted in accordance with the laws of the jurisdiction where our office principally responsible for providing services to you is located, without regard to any provisions governing conflicts of laws; provided that if such office is located outside such of the US or Canada, the governing law shall be that of the State of New York.