

From: [Amdur, Stephen B.](#)
To: [Davis, Julia](#); [Nunn, Veronica T.](#)
Cc: [Hodges, Lawsikia](#); [Gavin, Kyle](#)
Subject: RE: Intralinks
Date: Friday, December 27, 2019 9:32:09 AM
Attachments: [Scampi - Consulting Subcontract Agreement with Statement of Work \(McKinsey & Company, Inc.\) 4831-4330-8710 v.1.pdf](#)
[Scampi - Mutual Non-Disclosure Agreement \(McKinsey\) 4829-4171-9974 v.1.pdf](#)
[Termination Agreement - Pillsbury JFA.docx](#)
[Countersigned - Project Scampi Work Order.pdf](#)

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Julia,

As discussed, please find attached the executed McKinsey engagement agreements, as well as a contemplated termination agreement that I understand has been discussed at a business level with the Company (but has not yet been commented upon by Company or us). Please also find attached the Intralinks contract.

I am unaware of any other third party engagements or contracts entered into on behalf of the Company.

Please let me know if you have any questions or comments or would like to discuss.

Regards,

Steve

Stephen B. Amdur | Partner

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From: Davis, Julia <JBDavis@coj.net>

Sent: Thursday, December 26, 2019 6:13 PM

To: Amdur, Stephen B. <stephen.amdur@pillsburylaw.com>; Nunn, Veronica T. <veronica.nunn@pillsburylaw.com>

Cc: Hodges, Lawsikia <LHodges@coj.net>; Gavin, Kyle <KGavin@coj.net>

Subject: Intralinks

Importance: High

*** EXTERNAL EMAIL ***

Stephen and Veronica – We would appreciate it if you would send us the outstanding balance of amounts payable to Intralinks for the data room, a copy of the applicable contract and the name of your contact person. As you know, Intralinks is holding documents which likely are public records under Florida law and must be preserved in accordance with applicable retention requirements. JEA will also need to be able to access these records to promptly respond to outstanding public records requests.

Please also send us a copy of any other third party engagements or contracts you entered into on behalf of JEA. We have copies of engagement letters with FTI Consulting, Leidos Engineering and Diane M. Tropa. In particular, we noticed from your bills that we do not have a copy of the engagement letter with McKinsey & Company.

Thanks for your help.

Julie

Julia B. Davis

Assistant General Counsel
Office of General Counsel
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CONSULTING SUBCONTRACT AGREEMENT

McKinsey & Company, Inc. Washington D.C. ("McKinsey") and Pillsbury Winthrop Shaw Pittman LLP ("Client" or "Pillsbury") hereby agree to the following terms in connection with consulting services that McKinsey may have provided in the past, may be providing currently, and may provide in the future to the Client (the "Services").

Pillsbury's client, JEA, has established an attorney-client relationship with Pillsbury to obtain legal services related to JEA's solicitation of proposals from all qualified and interested parties on strategic alternatives (the "Transaction"), subject to JEA criteria, that will allow JEA to maximize value for its key stakeholders ("Privileged Work"). In performing the Services, McKinsey will be a subcontractor to Pillsbury under Pillsbury's engagement letter with JEA. On behalf of JEA, and in order to maintain the attorney-client privilege over the Privileged Work, JEA has determined that it is permitted to rely on acquisition strategies applicable to the procurement of "legal services" and has asked Pillsbury to subcontract with McKinsey for certain services directly related to the Privileged Work. The parties hereto acknowledge and agree that the privileged nature of the work may be limited by the Florida Public Records Act.

1. **SERVICES**. The working arrangements, including scope of the Services, Deliverables (as defined below), team composition, and workplan, will be described in McKinsey's proposals, confirming memoranda, and statements of work submitted to the Client and as agreed by the parties hereto (each a "Proposal"). The Services may include the evaluation or discussion of potential services and McKinsey's preparation of Proposals, and the parties hereto may meet at mutually agreed times to discuss the progress of the Services and to exchange feedback. To complete the Services within the agreed timeframe and budget and to fulfill its responsibilities on a timely basis, the parties hereto will cooperate with each other, including making available relevant data, information, and personnel, performing any tasks or responsibilities assigned to them, and notifying the other party of any issues or concerns such party may have relating to the Services. During the course of the Services, priorities may change or unexpected events may occur, which may necessitate changes to the Services. In this event, the parties hereto will jointly discuss the anticipated impact on the Services and agree on any appropriate adjustments, including to the scope of work, timeframe and budget.

2. **COMPENSATION**. Upon the terms and subject to the conditions in this agreement, McKinsey will be compensated by the Client for its professional fees and expenses in connection with the Services, as set forth in the applicable Proposal. Except as required by applicable law, the Client will not, without McKinsey's prior written permission, disclose the terms of this agreement or any Proposal (including McKinsey's fees, expenses, and other commercial terms) to any third parties (including the Client's external procurement and other service providers), except for JEA and its directors, officers, employees, and advisors (including attorneys, accountants, consultants, and financial advisors) who have a need to know such information in connection with the Services (collectively with JEA, the "JEA Parties"). The Client will notify McKinsey if it needs to share this agreement or Proposal with the JEA Parties other than JEA and its directors, officers, and employees. McKinsey will invoice the Client for professional fees and expenses in connection with the Services monthly or as otherwise set forth in the applicable Proposal. Client shall pay any invoice only when it actually receives payment from JEA on account of such invoice. Should the August 2019 or September 2019 invoice remain unpaid for more than 90 days after presentation, or should the October 2019 invoice (or any invoice thereafter) remain unpaid for more than 60 days after the presentation, interest will accrue on the outstanding amount at the rate of 1% per month, calculated from the 31st day after presentation until the date of payment.

3. **CONFIDENTIALITY**. McKinsey will keep confidential any confidential information, including, without limitation, any personal data (as defined below, as well as defined by Regulation (EU) 2016/679 of 27 April 2016, General Data Protection Regulation, the California Consumer Protection Act, the New York Stop Hacks and Improve Electronic Data Security Act ("SHIELD Act"), and any and all other applicable

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data privacy and data protection laws and implementing regulations and their definitions of personal data, personal information, private information, and related terms, but only to the extent these laws or regulations are applicable to the Services or a Proposal (collectively, "Applicable Data Privacy Laws")), furnished by or on behalf of the Client or JEA to McKinsey in connection with the Services (the "Confidential Information"). McKinsey will disclose the Confidential Information only to its employees, agents, and contractors who have a need to know such information and are bound by nondisclosure obligations consistent with the terms of this agreement ("Representatives"), will use the Confidential Information only for purposes of performing the Services, including preparing Proposals and evaluating potential Services, or as otherwise requested or authorized by the Client or JEA, and will protect the Confidential Information in accordance with the McKinsey Data Protection Protocols available at <https://solutions.mckinsey.com/msd/data-protocols.pdf> (the "Protocols"). Subject to its confidentiality, security, and non-disclosure obligations, where the agreed upon Services include benchmarking services, McKinsey may also incorporate the Confidential Information into its benchmarking databases for use in reporting on sanitized or aggregate trends and metrics without attribution to the Client or JEA. To bring the best of McKinsey's global resources to serve the Client, the Client agrees that McKinsey may transfer the Confidential Information to geographies other than those in which it was collected or received, including to McKinsey affiliates and sub-processors that comprise or support McKinsey's infrastructure and maintenance functions as set forth in the Protocols (collectively with Representatives, the "authorized agents"), to facilitate any activities authorized by the Client or JEA; provided that at all times the Confidential Information will be treated as confidential and subject to the use restrictions and protected in accordance with the terms of this agreement. McKinsey shall be responsible for its authorized agents' compliance with the terms of this agreement. The Confidential Information does not include information that (a) is or becomes publicly available, other than as a result of McKinsey's or its authorized agent's disclosure, (b) was already known to McKinsey prior to its receipt hereunder, and (c) is independently acquired or developed by McKinsey without access to or use of the Confidential Information. If McKinsey becomes legally compelled to disclose any of the Confidential Information pursuant to any legal or regulatory proceeding, McKinsey, to the extent legally permissible, shall provide the Client and/or JEA with prompt written notice of such requirement prior to disclosure, so that the Client and/or JEA may seek a protective order or other appropriate remedy. In the event the Client and/or JEA determines to seek such protective order or other remedy, McKinsey or its authorized agent(s), as applicable, will reasonably cooperate with the Client and/or JEA, at the Client's or JEA's cost, in seeking such protective order or other remedy. If, failing the entry of a protective order, McKinsey or its authorized agent(s), as applicable, is, upon the advice of McKinsey's counsel, compelled to disclose the Confidential Information, McKinsey or its authorized agent(s), as applicable, may disclose only that portion of such Confidential Information that is compelled to be disclosed; provided, however, that McKinsey gives the Client and/or JEA written notice of the information to be disclosed (including copies of the relevant portions of the relevant documents) as far in advance of its disclosure as is practicable and legally permissible, uses reasonable best efforts to limit any such disclosure only to the matters required to be disclosed, and uses its reasonable best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such information. In any event, McKinsey and its authorized agents will not oppose action by the Client and/or JEA to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded such Confidential Information. In performing the Services, McKinsey will use and rely primarily on information available from public sources and the Confidential Information, and Client acknowledges that it is authorized to provide McKinsey with such Confidential Information for its use in connection with the agreed Services and that McKinsey will have no obligation to independently verify such information. At the Client's election and notification to McKinsey, McKinsey and its authorized agents will promptly return or destroy any Confidential Information, including any personal data, in its possession or control; provided that McKinsey may retain one copy of such Confidential Information only as required by applicable law, regulation or documented professional archival policy or as otherwise authorized or instructed by the Client. Any Confidential Information so retained will at all times remain subject to the terms and conditions of this agreement, including with respect to confidentiality, use, security, and non-disclosure.

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4. DATA SECURITY. Without limiting the foregoing, if McKinsey in any way obtains from the Client or JEA or processes data (as defined below, as well as defined by Applicable Data Privacy Laws) as part of the Services and on behalf of the Client or JEA that relates to an identified or identifiable person ("personal data"), McKinsey will (i) only process such personal data, including with respect to McKinsey's use of subcontractors or sub-processors, as set forth in this agreement and the Protocols, as otherwise authorized in writing by the Client, or as required by applicable law, (ii) implement appropriate technical and organizational measures to protect such personal data as set forth in the Protocols, as well as reasonable security measures as required by the SHIELD Act and any and all other Applicable Data Privacy Laws, (iii) promptly notify the Client and/or JEA of any incident in which the confidentiality, integrity, or security of the personal data has been compromised, and (iv) collaborate with the Client, as required by applicable law or the Client's request, to document the personal data, data subjects, and processing activities related to the Services, including as part of an applicable Proposal. In the event that the Client transfers personal data that is subject to the General Data Protection Regulation (2016/679) to McKinsey outside of the European Economic Area, or where otherwise agreed by the parties hereto or required by applicable law, the parties hereto agree that the standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council (or any successor thereto), as applicable to McKinsey's Services and available at <http://www.mckinsey.com/scs.pdf>, will be deemed automatically incorporated into this agreement and binding upon the parties hereto, including their affiliates, unless an alternate data transfer arrangement authorized by applicable law is agreed by the parties hereto. McKinsey will comply with the Client's reasonable requests to furnish information regarding McKinsey's processing activities as is reasonably necessary to enable the Client to verify that McKinsey is complying with its obligations under this agreement, including, without limitation, by making its Director of IT Security or person of comparable knowledge and position available to provide information about the Protocols and McKinsey's processing in connection with the Services, and the foregoing shall apply in full satisfaction of any Client rights to audit or inspection of McKinsey, but shall not limit or restrict the ability of any legal or regulatory authority to conduct such audit or inspection pursuant to applicable law.

5. INTELLECTUAL PROPERTY.

(a) Intellectual Property Rights Granted to Pillsbury. Subject to subsection 5(c), McKinsey will provide a limited, royalty-free, non-transferrable, non-sublicensable, non-exclusive license in the Deliverables to Pillsbury to: (i) use such Deliverables to integrate into, or create additional, deliverables that may be required by Pillsbury's contract with JEA and (ii) distribute the Deliverables provided by McKinsey to JEA, subject to the intellectual property rights granted to JEA in this Agreement.

(b) Intellectual Property Rights Granted to JEA. Subject to subsection 5(c) and upon payment in full of McKinsey's fees, JEA will own all reports and other deliverables prepared for and furnished to the Client or JEA by McKinsey in connection with the Services (the "Deliverables").

(c) Retention of Intellectual Property Rights. McKinsey retains all intellectual property rights and interests in all concepts, know-how, tools, questionnaires and assessments, modules, courses, frameworks, software, algorithms, databases, content, models, and industry perspectives developed or enhanced outside of or in connection with the Services (the "McKinsey Tools"). None of the McKinsey Tools will contain the Confidential Information. To the extent the Deliverables include any embedded McKinsey Tools, McKinsey grants JEA a non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free license to use and copy the McKinsey Tools solely as part of the Deliverables and subject to the limitations herein on disclosure of McKinsey materials and publicity. The Client agrees that, without McKinsey's prior written permission, it will not, or permit any third party acting on its behalf to (i) access, copy, or reverse engineer any McKinsey Tool or Deliverable or (ii) remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers, provided with any McKinsey Tool or Deliverable. McKinsey hereby agrees that the Client and/or JEA retains its entire right, title, and interest, including all intellectual property rights, in and to all the Confidential Information that it discloses hereunder. McKinsey hereby agrees that any disclosure of such Confidential Information hereunder shall not be

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construed as an assignment, grant, option, license, or other transfer of any such right, title, or interest, by implication or otherwise, whatsoever to McKinsey or any of its authorized agents.

6. DISCLOSURE OF MCKINSEY MATERIALS; PUBLICITY. The Client may communicate with JEA and its directors, officers, employees, and representatives regarding McKinsey, and share the Deliverables with JEA and its directors, officers, employees, and representatives who have a need to know such information in connection with the Services or the Privileged Work. Except as otherwise set forth in any Proposal and except for any Deliverables that McKinsey provides to Pillsbury specifically to support JEA's third party strategy presentation, McKinsey's work for the Client and JEA is confidential and for the Client's and JEA's internal use only. Except as required by applicable law and subject to Section 3, McKinsey will not disclose the Deliverables to any third party without the Client's or JEA's prior written permission. Similarly, except as otherwise set forth in any Proposal, except for any Deliverables that McKinsey provides to Pillsbury specifically to support JEA's third party strategy presentation, and except as required by applicable law, and subject to this Section 6, the Client agrees that it will not disclose any materials or information that McKinsey furnishes to the Client, including the Deliverables, to any third party without McKinsey's prior written permission, not to be unreasonably withheld. The Client agrees that McKinsey will not advocate, present findings, or speak on the Client's or JEA's behalf in any public forum without McKinsey's and the Client's specific written authorization and agreement. Notwithstanding anything to the contrary, McKinsey acknowledges and agrees that JEA is, and accordingly the Client and McKinsey may be, subject to the Florida Public Records Act that requires disclosure of information, subject to certain exceptions, and that JEA will comply with public records requests, which may include disclosure of McKinsey's Confidential Information, in accordance with JEA's reasonable interpretation of applicable law and JEA's internal policies. To the extent reasonably practical and permitted by applicable law, prior to making any legally required disclosure, the Client will provide McKinsey prior written notice to afford McKinsey an opportunity to protect its information to the extent allowable by law, including, but not limited to, the applicable public records law. Except as required by applicable law, each party hereto further agrees not to use the other party's name or trademarks in any communication with any third party, without the other party's prior written permission. The Client agrees that JEA will be bound by confidentiality obligations (prior to receipt of any Deliverables) that are at least as protective as provided herein.

7. SERVING COMPETITORS. It is McKinsey's long-standing policy to serve competing clients and clients with potentially conflicting interests as well as counterparties in merger, acquisition and alliance opportunities, and to do so without compromising McKinsey's professional responsibility to maintain the confidentiality of client information. Consistent with such practice and McKinsey's confidentiality obligations to its other clients, McKinsey is not able to advise or consult with the Client about McKinsey's serving the Client's competitors or other parties. Nothing in this section will operate to limit or reduce McKinsey's obligations with respect to the Client's Confidential Information, including the confidentiality and non-disclosure obligations with respect thereto. McKinsey maintains client relationships across industries and regions and across different groups, and has conflicts procedures that are designed to identify, manage, and monitor potential conflicts of interest. As such, McKinsey has in place policies and procedures which are designed (i) to prevent disclosure of confidential client information outside McKinsey, and (ii) to prevent confidential client information from being used for the benefit of other McKinsey clients. These policies prohibit disclosure of confidential client information outside of McKinsey. These policies also require that confidential client information be disseminated internally only on a need-to-know basis. In addition, McKinsey can confirm that it has a system designed to identify, analyze, and avoid or mitigate conflicts of interest that may arise as a result of McKinsey's relationships with clients who may have conflicts of interests in respect of a particular transaction, including the imposition of information barriers between different McKinsey consulting teams and, where appropriate, between consulting teams in the same industry. In particular, McKinsey confirms that McKinsey officers, directors, and employees shall not provide services to any party that has submitted (or, prior to October 7, 2019 (as may be extended under the JEA Invitation to Negotiate #129-19 for Strategic Alternatives, issued on August 2, 2019 ("ITN")), is or may be submitting) a proposal to JEA in response to the ITN (a "Strategic Partner"), if such services are related to a proposal that the Strategic Partner has submitted (or, prior to October 7, 2019 (as may be extended under

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the ITN), is or may be submitting) to JEA in response to the ITN, and shall not share Confidential Information with any Strategic Partner or any separate McKinsey consulting team providing services to any Strategic Partner, save with the Client's and/or JEA's consent or where the Client's and/or JEA's has permitted the disclosure of such information to Strategic Partners generally.

For the avoidance of doubt, provided that McKinsey is otherwise in compliance with its conflicts procedures and its policies and procedures regarding confidential information, (a) McKinsey, including, but not limited to, McKinsey officers, directors, and employees who have received Confidential Information and who are members of the McKinsey consulting team providing the Services under this agreement in the related Proposals (the "Advisory Team"), may provide services (to any Strategic Partner or any other party) that are unrelated to a proposal that the Strategic Partner is submitting to JEA in response to the ITN; and (b) during the period from the date hereof through the date that the JEA Board makes a contract award (the "Contract Award Date") under the ITN, no Restricted Individual will provide any services (whether in connection with the Transaction or otherwise) to any Strategic Partner. A list of the Restricted Individuals is attached hereto. McKinsey shall promptly inform Client and JEA of any member of the Advisory Team with a title of engagement manager or below who becomes fully dedicated to this engagement following the date hereof and any such individual will be automatically added to the list of Restricted Individuals. A list of the Strategic Partners is attached hereto; provided that (i) on and after October 7, 2019 (as may be extended under the ITN), the Strategic Partners shall automatically include only those parties that have submitted a Reply (as defined in the ITN), and (ii) on an after October 18, 2019 (as may be extended under the ITN), the Strategic Partners shall automatically include only those parties participating in the Negotiation Phase under the ITN, in each case unless otherwise agreed between the parties. After the Contract Award Date, McKinsey's obligations under this section will expire.

8. **LIMITATION OF LIABILITY.** The Services are not (and will not be interpreted as) investment, legal, tax, accounting, or other regulated advice. McKinsey does not supplant the Client's or JEA's management or other decision-making bodies and does not guarantee results. The Client and JEA remain solely responsible for their respective decisions, actions, use of the Deliverables, and compliance with applicable laws, rules, and regulations. The Client agrees to pay for any reasonable costs, including reasonable out-of-pocket attorney fees, McKinsey incurs as a result of its participation as a non-party in any legal, regulatory, administrative, or other proceeding relating to the Services, on the terms and conditions in Section 2; provided, however, that such reasonable costs shall not exceed \$50,000 in the aggregate without the Client's and JEA's consent (such consent not to be unreasonably withheld). In no event will either party's liability to the other party in connection with the Services relating to an engagement for the Client exceed the fees received by McKinsey from the Client in connection with such engagement, provided, however that such cap on liability will not apply to claims for (i) personal injury due to gross negligence, (ii) wrongful death, (iii) willful misconduct, (iv) fraud, and (v) McKinsey's indemnification obligations for losses resulting from any third-party claim, suit, action, investigation, penalty notice, or proceeding brought against the Client, JEA, and their respective affiliates and employees based on the infringement by McKinsey of any third-party intellectual property rights. For the avoidance of doubt, McKinsey shall not be required to indemnify for an action or claim resulting from the (1) Client's or JEA's improper use, misuse, or modification of McKinsey's Deliverables; (2) combining any Deliverables furnished under this agreement with any article not furnished by McKinsey (provided that this clause (2) shall not prevent a claim that a Deliverable infringes or violates intellectual property rights); or (3) use of information or materials other than the Deliverables in the form provided by McKinsey. McKinsey's total liability under this agreement for breach of its confidentiality obligations under Section 3 (Confidentiality) hereof, will not, in any event, exceed, in the aggregate, an amount equal to three times (3x) the greater of (x) the fees actually paid by or on behalf of client to McKinsey (less any refunds or credits) in the nine (9) month period immediately preceding the event that gave rise to the claim or (y) \$3,000,000. Neither party hereto will be liable for any lost profits or other indirect, consequential, incidental, punitive or special damages. McKinsey shall indemnify and hold

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harmless the Client and its partners, officers, and employees to the extent any liability, loss, damage, cost, or expense by reason of real or tangible personal property damage or personal injury (including death) are finally determined to be caused by the grossly negligent act or omission of McKinsey or of its authorized agents. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this agreement.

9. TERM AND TERMINATION. This agreement takes effect on the date hereof and will continue until terminated in accordance with its terms. Except as otherwise provided in the applicable Proposal, either party hereto may terminate the Services at any time effective upon written notice to the other and, in the event of such termination, the Client will pay McKinsey's fees and expenses for the Services that McKinsey provides up to the effective date of termination, on the terms and conditions in Section 2, unless the Client terminates this agreement for Cause. For purposes hereof, the term "Cause" shall mean McKinsey's or any authorized agent's gross negligence, bad faith, or willful misconduct while performing the Services or a material breach of its obligations under this agreement. For an alleged material breach of this agreement, the Client can terminate this agreement for Cause if McKinsey is unable to cure the material breach within ten (10) calendar days after receiving written notice of such material breach from the Client. If the Client terminates the agreement for Cause, then the Client will pay McKinsey's fees and expenses for the Services performed up to the effective date of termination minus the damages that are finally determined to be primarily caused by McKinsey's material breach of this agreement. Neither the Client nor JEA will have any other liability to McKinsey for any cause whatsoever arising out of, or in connection with, termination, including, but not limited to, lost profits, lost opportunities, or resulting change in business condition, except for McKinsey's fees and expenses in accordance with the terms of this Section 9 or as expressly stated within this agreement. McKinsey agrees that, following termination of this engagement, (a) McKinsey will deliver to the Client (and will not retain, copy, or deliver to anyone else) any and all final Deliverables, and (b) will sign and deliver a certificate that certifies to McKinsey's full compliance with this Section in such form as may be acceptable to the Client.

10. MISCELLANEOUS. This agreement, that certain Mutual Nondisclosure Agreement, dated July 15, 2019 (the "NDA"), between McKinsey and the Client, and the Proposals constitute the entire agreement between the McKinsey and the Client, and there are no prior or contemporaneous oral or written representations, understandings or agreements relating to this subject matter that are not fully expressed herein or therein. This agreement, the NDA, and the Proposals are governed by and construed in accordance with the laws of the State of Florida without regard to conflicts of law principles and will inure to the benefit of and be binding on the successors and permitted assigns of the Client and McKinsey. The following Sections will survive the completion or any termination of the Services: 3 (Confidentiality), 4 (Data Security), 5 (Intellectual Property), 6 (Disclosure of McKinsey Materials; Publicity), 7 (Serving Competitors), 8 (Limitation of Liability), 9 (Term and Termination), 10 (Miscellaneous), 11 (Export Controls), 12 (Anti-Corruption and Anti-Bribery), 13 (Compliance with Sanctions Laws), and 14 (Standards) and any other provision which by law or by its nature should survive. Neither party hereto may assign its rights or obligations under this agreement to any person or entity without the written consent of the other party, not to be unreasonably withheld, conditioned, or delayed; provided, however, that either party may assign its rights and obligations under this agreement to its affiliates upon reasonable written notice to the other party but without the written consent of the other party. Assignment does not relieve either party hereto of its obligations hereunder. McKinsey agrees that it is an independent contractor (not an employee or other agent) solely responsible for the manner and hours in which Services are performed, is solely responsible for all taxes, withholdings, and other statutory, regulatory, or contractual obligations of any sort, and is not entitled to participate in any employee benefit plans, group insurance arrangements, or similar programs of the Client. McKinsey will require that any of its employees and contractors involved in the Services are bound to the foregoing sentence. McKinsey will be responsible for the damages resulting from any breach of this agreement by McKinsey's employees, contractors, and service providers involved in the Services, which breach remains uncured within ten (10) calendar days. Subject to Section 8 (Limitation of Liability), McKinsey agrees to indemnify the Client and JEA from any and all third-party claims, damages, liability, settlements, attorneys' fees, and expenses that are finally determined by a court of competent jurisdiction to

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be resulting from any breach of this agreement by McKinsey or its authorized agents. McKinsey is not the Client's agent or fiduciary. Notwithstanding any course of dealings of the parties at any time or any statement to the contrary contained therein, no purchase order, invoice, or other similar document issued by a party hereto will be construed to modify the terms of this agreement. Rights and remedies provided in this agreement are cumulative and not exclusive of any right or remedy provided at law or in equity. Any of the terms and conditions hereunder may be amended or waived only with the written consent of the parties hereto. The failure of either party hereto to enforce its rights under this agreement at any time for any period will not be construed as a waiver of such rights. If any portion of this agreement is held to be unenforceable under applicable law, McKinsey and the Client agree that such provision shall be excluded from this agreement, the balance of this agreement shall be interpreted as if such provision were so excluded, and the balance of this agreement shall be enforceable in accordance with its terms.

The Client's audit rights under this agreement, except as provided under Section 4, are solely limited to McKinsey providing the Client any invoices and final Deliverables arising out of this agreement.

11. EXPORT CONTROLS. Neither party hereto will export, directly or indirectly, any technical data acquired from the other party pursuant to this agreement or any product utilizing any such data to any country where such export requires an export license or other governmental approval (collectively, "controlled materials") without first obtaining such license or approval and otherwise complying with all applicable export control regulations, including, but not limited to, ITAR and EAR. Notwithstanding the foregoing, neither party hereto will provide to the other party any controlled materials without, in each instance, (i) the receiving party's prior written consent, and (ii) clearly identifying all such controlled materials as subject to export control regulations and providing the receiving party with the appropriate classification or designation.

12. ANTI-CORRUPTION AND ANTI-BRIBERY. The Client, McKinsey, and their respective employees, officers, directors, partners, subcontractors and agents, must not, directly or indirectly, make any payment, or offer or transfer anything of value, or agree or promise to make any payment or offer or transfer anything of value, directly or indirectly, for any improper purpose or to improperly influence any party for any purpose related to this agreement. The Client and McKinsey each warrant that it is in compliance, and will continue to comply, with, all anti-corruption laws applicable to this agreement, including, but not limited to, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act. The Client and McKinsey each must promptly notify the other if it fails to meet any of its obligations in this Section. IF THE CLIENT OR MCKINSEY BREACHES THE OBLIGATIONS IN THIS SECTION, IT AGREES TO FULLY COOPERATE WITH THE OTHER TO REVIEW ANY ALLEGED IMPROPER PAYMENTS, VIOLATION OF LAW (INCLUDING, BUT NOT LIMITED TO, APPLICABLE ANTI-CORRUPTION LAWS), OR BREACH OF THIS SECTION. THE CLIENT AND MCKINSEY EACH UNDERSTANDS THAT A BREACH OF THE OBLIGATIONS IN THIS SECTION IS A MATERIAL BREACH OF THIS AGREEMENT AND THAT THE OTHER WILL HAVE THE RIGHT TO IMMEDIATELY TERMINATE THIS AGREEMENT AND SEEK OTHER REMEDIES DUE TO THE BREACH.

13. STANDARDS. McKinsey covenants that (a) the Services will be performed in a professional and workmanlike manner consistent with industry standards; (b) all work under this agreement will be McKinsey's original work or McKinsey has (or has obtained) all necessary intellectual property rights in the Deliverables and agrees to convey such rights to Client, and neither the Services, nor any Client Inventions, nor any development, use, production, distribution, or exploitation thereof, will infringe, misappropriate, or violate any intellectual property or other rights of any person or entity (including, without limitation, McKinsey); (c) McKinsey has the full right to provide the Client with the rights provided for herein and otherwise to fully perform McKinsey's obligations under this agreement; (d) each person who performs the Services, or has any access to any Confidential Information, will be bound by confidentiality obligations (prior to any such involvement or access) that are at least as protective as provided herein; (e) McKinsey will comply with all applicable laws and regulations in the course of performing the Services; and (f) McKinsey has obtained, and will maintain in full force and effect, any licenses that may be required to perform the

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Services. For purposes of this agreement, "Inventions" mean discoveries, developments, concepts, designs, ideas, know how, improvements, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable, or otherwise legally protectable first created under this agreement. Inventions include, but are not limited to, any new product, machine, article of manufacture, biological material, method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design, or configuration of any kind first created under this agreement. For purposes of this agreement, "Client Inventions" mean any Inventions that McKinsey, solely or jointly with others, authors, first discovers, develops, conceives, or reduces to practice while performing the Services for the Client. McKinsey represents and covenants that McKinsey's performance of the Services and all other obligations under this agreement do not and will not breach any written agreement McKinsey has entered into, or will enter into, with any other party. McKinsey agrees not to enter into any written agreement that violates this agreement or otherwise creates a conflict of interest with the Services that McKinsey cannot mitigate.

Pillsbury Winthrop Shaw Pittman LLP

McKinsey & Company, Inc. Washington D.C.



Name:
Title:
Date:



Name: Scott Perl
Title: Partner
Date: 9/19/2019

Exhibit A – Restricted List

This Exhibit A – Restricted List arises out of the Consulting Subcontract Agreement dated September 18, 2019 between McKinsey & Company, Inc. Washington D.C. (“McKinsey”) and Pillsbury Winthrop Shaw Pittman LLP (“Client” or “Pillsbury”). This Exhibit A includes both the Restricted Individuals and Strategic Partners that are referenced in Section 7 of the agreement. Restricted Individuals include any member of the Advisory Team that are fully dedicated to this engagement that are in the position of engagement manager or below. Strategic Partner is defined in Section 7.

Restricted Individuals:

1. Sarah Brody
2. Adam Rubin
3. Zealan Hoover
4. Emily Knoll
5. Robert Golden

Strategic Partners:

1. 3Degress Utility Partnership Team
2. ADIA
3. AEP
4. AIMCo
5. Algonquin
6. Alinda
7. ALLIED RELIABILITY, INC
8. Ameren
9. American Infrastructure Holdings LLC
10. American Public Infrastructure
11. American Water Works Company, Inc.
12. Antin Infrastructure
13. Apollo
14. Aqua America
15. ATCO
16. Ausley McMullen Law
17. Bank of America/ML
18. BCI
19. Beaches Energy
20. Berger Singerman, Florida's Business Law Firm
21. Bernhard
22. Blackhills Corp
23. BlackRock
24. Blackstone
25. Brookfield
26. BuildingIQ Sales Agent
27. Cal Water
28. Carlyle
29. CenterPoint

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30. Citi | Investment Banking
31. Global Power & Utilities Group
32. Citi Corporate & Investment Banking
33. City of Jacksonville
34. CLEARResults
35. ConEd
36. Corporate & Investment Banking | The Bank Of Nova Scotia
37. CPPIB
38. Delta Global Network
39. Driver, McAfee, Hawthorne & Diebenow PLLC
40. Duke Energy
41. Editor in Chief • Jacksonville Business Journal
42. Elias Group, LLP
43. Emera
44. Enbridge
45. Enel Global Infrastructure & Networks
46. ENGIE North America
47. ENI
48. Enovation Partners, LLC
49. Entergy
50. EPCOR USA
51. EPCOR Water
52. EQT Infra
53. Exelon
54. Florida Power and Light
55. Florida Times-Union metro reporter
56. Foley
57. GCM Grosvenor
58. Geo.Digital
59. GIC
60. GIP
61. Global Water Intelligence
62. Goldman Sachs
63. HARGRAY
64. I Squared
65. Iberdrola
66. IFM Investors
67. IFM Investors (US), LLC
68. Jacobs
69. JEA
70. JEA Website Admin for Updates
71. John Hancock
72. JP Morgan
73. JPM Infrastructure
74. K Path Solutions
75. KKR
76. Lippes

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77. LS Power
78. Macquarie Capital
79. Macquarie Group
80. Macquarie Infrastructure and Real Assets Inc.
81. McWane Ductile
82. Morgan Stanley
83. Morgan Stanley | Investment Banking Division
84. Morgan, Lewis & Bockius LLP
85. Mott MacDonald
86. Naturgy
87. NextEra
88. NextEra Energy
89. Northwest Natural
90. OMERS
91. Ontario Teachers
92. Pennington Law
93. Pillsbury Winthrop Shaw Pittman LLP
94. Poseidon Water
95. Power and Utilities Investment Banking
96. PSEG
97. PSP
98. Public Power & Utilities Group | RBC Capital Markets
99. Quanta
100. RBC Capital Markets
101. Sacagwea Energy
102. Scotia Capital Inc.
103. Semptra
104. Sensus
105. SJW
106. Skadden, Arps, Slate, Meagher & Flom LLP
107. SOFOS HARBERT
108. Southern Company
109. Southwest Water
110. Spark Fund
111. Stonepeak
112. Uniti Group Inc.
113. TD Securities (USA) LLC
114. TFC Utilities
115. US Water Services Corporation
116. Veolia
117. WEC
118. Wells Fargo Securities
119. Wunderlich-Malec
120. Xcel
121. XPV Capital
122. Xylem



McKinsey & Company

Statement of Work #1 – Developing strategic plan for JEA

Statement of Work | August 29, 2019

CONFIDENTIAL

As a part of soliciting proposals from all qualified and interested parties on strategic alternatives that will allow JEA to maximize value for its key stakeholders, JEA would like to distribute an Invitation to Negotiate (ITN) and engage in discussions with select interested parties.

JEA has retained Pillsbury Winthrop Shaw Pittman LLP (“Client”) to provide legal advice in connection with this solicitation. As discussed in the subcontract agreement, in connection with the representation of JEA, the Client has reached out to McKinsey and Company, Inc. Washington D.C. (“McKinsey”) to provide Services related to the Privileged Work. This memorandum represents the scope of work that McKinsey will perform under this request and pursuant to that certain Consulting Subcontract Agreement, dated as of the date hereof, between Client and McKinsey.

I. PROPOSED APPROACH, DELIVERABLES AND TIMING

a. *Proposed approach*

We propose that Services described in this memorandum be performed in two Phases, with Phase 1 anticipated to take place in July 2019-March 2020, with an *option for Phase 2* anticipated to take place in October 2019-July 2020 (*in case JEA and the Client require additional analyses and support as outlined in this Statement of Work #1 (“SOW”) and beyond what’s covered in Phase 1*). The Services are based on JEA’s priorities and direction. The Deliverables will provide options that are based on best practices.

Furthermore, upon completion of Phase 1, McKinsey proposes to provide on-going limited **support** as described below (irrespective of the decision made by JEA and the Client regarding Phase 2).

1. Phase 1 will focus on the following:

- What is the **vision and definition of JEA’s business model of the future**, including JEA’s specific role in the broader city of Jacksonville, as well as the supporting strategies and tactics to effectuate it?
- What are the **targets for JEA performance and health** aligned against JEA’s existing strategic framework to guide development of full strategic plan?
- What is the **plan for JEA to achieve these targets**, including initiatives with an initial estimate of value and capital requirements; initial implementation roadmap; list of quick win initiatives with short implementation timelines?
- What is the implied **capital structure and investment plan** to support rate design changes and growth from new businesses (e.g., grid modernization and IT/OT investments required to support DER incentives)?

- What are the **organizational gaps** based on future business model(s), leadership requirements and capabilities required?
- How can the strategy be synthesized for the **3rd party strategy presentation**?

2. Phase 2 (Optional) may focus on the following:

- Assessing the **strategic compatibility** and **strategic value to potential interested third parties** of JEA, in each case, which third parties JEA selects;
- Further **refinement of the Phase I Bankable strategic plan** and its **conversion into actionable implementation plan**;
- Developing a **system of tracking progress of the strategic transformation**;
- Additional priorities for any phase (including deep-dives and new analyses) may be discussed jointly between the Client, JEA and McKinsey.

b. Proposed Deliverables

1. For Phase 1:

- A **vision and definition of JEA's business model** and performance in the future;
- **Specific, measurable, achievable targets for JEA performance and health** aligned against JEA's existing strategic framework;
- **Bankable strategic plan for JEA structured around performance improvements and new businesses.** Bankable strategic plan will include initiatives across operational performance (top down), strategic capital deployment, and "new" growth for which key parameters, such as gap analysis in projected earnings between status quo and "should be" earnings in 2020-2030, market sizing, and competitive positioning (where appropriate), earnings contribution between 2020 and 2030, capital required, and skills and capabilities needed, will be outlined. Bankable strategic plan will cover full enterprise and will serve as an input into the consolidated model developed by the financial advisors of JEA.
- Implied **capital structure and investment plan**;
- View of **organizational gaps** based on future business model(s), leadership requirements and capabilities required;
- **Materials to support JEA's 3rd party strategy presentation**; a short teaser summarizing JEA's developed strategy and tailored to potential strategic investors, financial investors, and technology players;
- **Assist management with development of a comprehensive informational strategy presentation for the JEA's Board of Directors** (October 2019).

2. For **Phase 2** (*Optional at the request of JEA or the Client*):

- Additional **content deep-dives and analyses** (as needed, at request of the Client or JEA);
- **Assessment of strategic compatibility of potential third parties with JEA (e.g., potential synergies, strategic rationale for investment) and value to potential third parties of JEA, in each case, which third parties JEA selects;**
- **Detailed implementation plans for JEA's strategic initiatives** including core action plans, value realization timelines, specific gap closure plans (from the gaps identified in Phase 1), risks and interdependencies;
- **System for tracking progress of JEA's strategic transformation**, including metrics and roles;
- Additional Deliverables based on regular discussions between the Client, JEA and McKinsey.

3. Upon completion of Phase 1, McKinsey will provide on-going **limited support** (with no full-time team on the ground), including **responses to questions submitted by third parties** regarding materials on which McKinsey worked, **clarifications of the Deliverables of Phase 1, refinements of the presentation materials to address third party inquiries and targeted Q&A 3rd party strategy presentation meetings** (e.g., 5-6) through closing of any potential transaction (irrespective of the decision made by the Client and JEA regarding Phase 2).

a. Proposed timing

Based on the milestones as understood today, Phase 1 of the work is anticipated to take place July 2019-March 2020; Phase 2 of the work, if agreed upon, is anticipated to take place October 2019-July 2020; on-going support as described above will be provided upon completion of Phase 1 through closing of any potential transaction.

II. OUR TEAM AND PROFESSIONAL ARRANGEMENTS

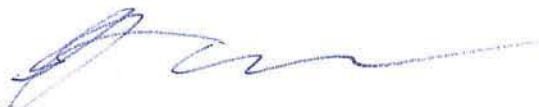
We will support the effort with a full-time team supported by the group of experienced practitioners in our global Electric Power Practice, Corporate Finance and Strategy Practice and Organization Practice. These experts have all extensively served North American utilities on the topics of strategic planning, organizational health, and performance improvement opportunities.

Our fees for this effort will be a firm fixed price related to the Deliverables we agree upon for this kind of engagement.


Based on the Deliverables and timeline listed above, the firm fixed price professional fees, inclusive of all out-of-pocket expenses, such as travel, production, research, administrative, etc., for **Phase 1** of this work will be USD \$3,000,000, payable over an eight month period (August 2019--March 2020), with two monthly payments of \$100,000 for August 2019 and September 2019, three monthly payments of \$600,000 for October 2019, November 2019, and December 2019, and three monthly payments of \$333,333.33 for January 2020, February 2020, and March 2020, subject to Section 2 of the Consulting Subcontract Agreement. This pricing includes on-going limited **support** (with no full-time team on the ground) post Phase 1 through closing of any potential transaction, as outlined above.

Our firm fixed price professional fees, inclusive of all out-of-pocket expenses, such as travel, production, research, administrative, etc. for **Phase 2** of this work, will be as mutually agreed in writing by the parties, payable monthly, subject to Section 2 of the Consulting Subcontract Agreement. We propose that JEA, the Client and McKinsey have a discussion on a bi-monthly basis starting at the end of September 2019 on whether additional support under Phase 2 is required based on JEA's and the Client's priorities.

Pillsbury Winthrop Shaw Pittman LLP


Name:
Title:
Date:

McKinsey & Company, Inc. Washington D.C.


Name: Scott Perl
Title: Partner
Date: 9/19/2019

This MUTUAL NONDISCLOSURE AGREEMENT ("Agreement") between McKinsey & Company, Inc. Washington D.C. and its affiliates ("McKinsey") and Pillsbury Winthrop Shaw Pittman LLP ("Company") is dated as of August 9, 2019. Each of Company and McKinsey has consented to make information available to the other party on a confidential basis. The parties agree as follows:

1. Purpose. The parties wish to share certain Confidential Information in connection with a possible business relationship between the parties or as otherwise mutually agreed by the parties (the "Purpose"). Each party agrees to (i) use the other party's Confidential Information only for the Purpose and (ii) keep confidential and not disclose, and direct its authorized agents (as defined below) to keep confidential and not disclose, the other party's Confidential Information, other than to JEA and those of the Company's and JEA's directors, officers, employees, agents, affiliates, financial advisors, attorneys, and accountants who have a need to know such information and who are bound by nondisclosure obligations consistent with the terms of this Agreement (its "authorized agents"). Each party shall be responsible for its authorized agents' compliance with the terms of this Agreement.

2. Definition of Confidential Information. Except as required under the Florida Public Records Act, a party's "Confidential Information" means any information that is treated as confidential by the disclosing party, including, without limitation, any business plans, product ideas, software, tools, frameworks, data, know-how, industry information, evaluation materials, and client-related information disclosed by or on behalf of such party prior to, on, or after the date hereof; provided, however, that "Confidential Information" shall not include any information that (i) is public, other than as a result of the recipient's or its authorized agent's disclosure, (ii) was in the recipient's or its authorized agent's possession prior to its receipt hereunder, (iii) was disclosed to the recipient or its authorized agent by a third party reasonably understood to have the right to disclose it, or (iv) is independently developed by the recipient or its authorized agent without access to or use of the disclosing party's Confidential Information. No party shall provide any Confidential Information to the other party (i) in violation of applicable law, or (ii) to which it does not hold all right, title and interest necessary for the receiving party to use the same as contemplated by this Agreement. Each party shall indemnify and hold harmless the other party and its affiliates and representatives from a third-party claim arising from a breach of this section. Notwithstanding the foregoing, McKinsey acknowledges and agrees that JEA is, and accordingly Company and McKinsey may be, subject to the Florida Public Records Act that requires disclosure of information, subject to certain exceptions, and that JEA will comply with public records requests, which may include disclosure of McKinsey's Confidential Information, in accordance with JEA's reasonable interpretation of applicable law and JEA's internal policies.

3. Compliance with Laws. If a party becomes legally compelled to disclose any of the Confidential Information received from the other party pursuant to any legal or regulatory proceeding, the compelled party, to the extent legally permissible, shall provide such other party with prompt written notice of such requirement prior to disclosure so that such other party may seek a protective order or other appropriate remedy. In the event the disclosing party determines to seek such protective order or other remedy, the receiving party or its authorized agent(s), as applicable, will reasonably cooperate with the disclosing party, at the disclosing party's cost, in seeking such protective order or other remedy. If, failing the entry of a protective order, the receiving party or its authorized agent(s), as applicable, is, upon the advice of receiving party's counsel, compelled to disclose the disclosing party's Confidential Information, the receiving party or its authorized agent(s), as applicable, may disclose only that portion of such Confidential Information that is compelled to be disclosed; provided, however, that the receiving party gives the disclosing party written notice of the information to be disclosed (including copies of the relevant portions of the relevant documents) as far in advance of its disclosure as is practicable and legally permissible, uses reasonable best efforts to limit any such disclosure only to the matters required to be disclosed, and uses its reasonable best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such information. In any event, the receiving party and its authorized agents will not oppose action by the disclosing party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded such Confidential Information.

4. Right and Title. The receiving party hereby agrees that the disclosing party retains its entire right, title, and interest, including all intellectual property rights, in and to all the Confidential Information that disclosing party discloses hereunder. The receiving party hereby agrees that any disclosure of such Confidential Information hereunder shall not be construed as an assignment, grant, option, license, or other transfer of any such right, title, or interest, by implication or otherwise, whatsoever to the receiving party or any of its authorized agents. To the extent that any of the disclosing party's Confidential Information includes materials subject to the attorney-client privilege, neither the disclosing party nor any of its authorized agents is waiving, and shall not be deemed to have waived or diminished, its attorney work-product protections, attorney-client privileges or similar protections and privileges as a result of disclosing any such Confidential Information (including Confidential Information related to pending or threatened litigation) to the receiving party or any of its authorized agents.

5. Termination; Return or Destruction of Confidential Information. This Agreement may be terminated by either party at any time upon written notice to the other party; provided that the confidentiality, use and nondisclosure obligations of this Agreement shall continue to apply to any Confidential Information disclosed pursuant to this Agreement. In addition, if a disclosing party so requests in writing, the receiving party shall return or destroy within five business days all copies of the disclosing party's Confidential Information in the receiving party's or its authorized agents' possession and certify within such period that it has done so; provided, however, that the receiving party may retain one copy of such Confidential Information, subject to the confidentiality, use and nondisclosure restrictions of this Agreement, solely as required by applicable law, regulation or documented professional archival policy.

6. Warranties. The receiving party confirms that the disclosing party is disclosing the Confidential Information on an "as-is" basis, without any warranty or representation of any nature whatsoever. The disclosing party shall not, therefore, be liable to the receiving party for any direct, indirect, special, consequential, incidental, or punitive damages or loss, regardless of the form of action or theory of liability (including, without limitation, actions in contract or negligence) resulting from any use of any of the disclosing party's Confidential Information by the receiving party.

7. Equitable Relief. In the event of any breach of the provisions of this Agreement, the affected non-breaching party shall be entitled to seek equitable relief, including in the form of injunctions and orders for specific performance, in addition to any and all other remedies available at law or in equity.

8. Publicity. Except as required by applicable law, the parties agree that, without the prior written consent of the other party, neither party shall refer to the other party or attribute any information to the other party in any external communication for any purpose, including without limitation in press releases or otherwise to the media, web sites, offering memoranda, and conversations with third parties.

9. Non-Exclusivity. Nothing herein requires either party to proceed with any proposed transaction or relationship.

10. General Clauses. The validity and construction of this Agreement shall be governed by the laws of the State of Florida, excluding the conflicts-of-laws principles thereof. This Agreement states the entire agreement and understanding of the parties on the subject matter of this Agreement and supersedes all previous agreements, arrangements, communications, and understandings relating to that subject matter. Nothing in this Agreement shall be deemed to constitute any party a partner, joint venturer, employer, employee, master, servant, principal, or agent of any other party or of any other person. This Agreement may be executed in counterparts. No waiver of any term or condition of this Agreement shall be effective, unless made in writing and signed by the parties hereto. No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that right or of any other right. A waiver or consent given by either party on any one occasion shall be effective only in that instance and shall not be construed as a bar to or waiver of any right on any other occasion.

11. Anti-Bribery Compliance. Company and McKinsey, and their respective employees, officers, directors, partners, stockholders, subcontractors and agents, shall not, directly or indirectly, make any payment, or offer or transfer anything of value, or agree or promise to make any payment or offer or transfer anything of value, directly or indirectly, for any improper purpose or to improperly influence any party. Company and McKinsey each certifies that it is in compliance, and shall remain in compliance, with all applicable anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act. Company and McKinsey each shall immediately notify the other party if it fails to meet any of its obligations in this paragraph. In the event of a breach of this paragraph, Company and McKinsey each further agrees to provide any and all information requested by the other party to support an investigation related to the breach. Company and McKinsey each understands that a breach of this paragraph will be deemed to be a material breach of the Agreement, and the other party will have the right to terminate the Agreement with immediate effect.

12. Signatures. Signatures of any party transmitted by facsimile or electronic mail (including, without limitation, electronic mailing of a so-called portable document format or "pdf" of a scanned counterpart) shall be treated as and deemed to be original signatures for all purposes, and will have the same binding effect as if they were original, signed instruments delivered in person.

MCKINSEY & COMPANY, INC. WASHINGTON D.C.

PILLSBURY WINTHROP SHAW PITTMAN LLP



Name: Scott Perl

Title: Partner

Date: 9/19/2019

Name:

Title:

Date:

Termination Agreement for

Consulting Subcontract Agreement

McKinsey & Company, Inc. Washington D.C. ("McKinsey") and Pillsbury Winthrop Shaw Pittman LLP ("Client" or "Pillsbury") entered into the Consulting Subcontract Agreement ("Agreement") dated September 19, 2019.

In accordance with Section 9 (Term and Termination) of the Agreement, the parties agree to terminate the Agreement for convenience in accordance with the following terms and conditions:

- The Agreement will terminate for convenience as of December 31, 2019.
- McKinsey's total fees and expenses up to the effective date of termination are \$2,900,000. Therefore, Pillsbury will pay McKinsey a final payment in the amount of \$2,900,000 ("Final Payment") to satisfy all of McKinsey's outstanding fees and amounts invoiced to date. Pillsbury will pay McKinsey the Final Payment promptly after JEA pays Pillsbury, which shall not occur more than 30 days after McKinsey invoices Pillsbury for the balance amount that McKinsey has not yet invoiced Pillsbury (which is \$1,500,000).
- McKinsey fully completed and delivered, and Pillsbury and JEA have accepted, all the required Deliverables under the agreement.
- As of December 31, 2019, all the client service restrictions set forth under Section 7 of the Agreement are not applicable, provided that McKinsey is otherwise in compliance with its conflicts procedures and its policies and procedures regarding confidential information.

Except for the terms and conditions included in this Termination Agreement and except for the rights and obligations that survive termination included in Sections 3, 4, 5, 6, 8, 9, 10, 11, 12, 13 and 14 of the Agreement, each Party has no further obligations under the Agreement.

IN WITNESS WHEREOF, the Pillsbury and McKinsey have executed and delivered this Termination Agreement to be effective as of the date below.

Pillsbury Winthrop Shaw Pittman LLP

McKinsey & Company, Inc. Washington D.C.

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:



Intralinks, Inc.
685 Third Avenue, 9th Floor
New York, NY 10017
Fed Tax ID 13-3899047

Work Order

Client: Pillsbury Winthrop Shaw Pittman LLP
31 West 52nd Street
New York, NY, 10019
United States

Contract ID: 5186703
Contract date: August 02, 2019
Project Name: Scampi

PERMITTED PURPOSE:

M&A Transaction

Number of Intralinks Exchanges	As required per transaction
Base Fee	107,000.00
Included Use Period	18 month(s) from creation of Exchange
Included Use Limit	100,000 Pages
Use Period Extension	1 month(s)
Use Period Extension Fee	Total Usage Fees prorated based on the months in the Use Period Extension
Currency	USD
Payment Terms	60 days net

Incremental Tiers	Incremental Fees
100,001.00 to +	1.07 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



Intralinks, Inc.
685 Third Avenue, 9th Floor
New York, NY 10017
Fed Tax ID 13-3899047

TERMS:

1. INCLUDED PLATFORM FEATURES:

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

2. FEES:

"Usage Fees" include the Base Fee and all incremental storage fees, if any, and exclude fees for Optional Services. The Base Fee 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 totalled 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). Incremental storage fees and charges for Optional Services will be invoiced as and when incurred.

3. USE PERIOD:

The "Use Period" begins as of the date the first Exchange is created. Client may request that Intralinks enable functionality to allow Client to self-create Exchanges. Provided that Client designates a primary contact(s) at the creation of the Exchange, Client's primary contact(s) shall receive a system-generated alert that the Use Period is about to expire. 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 or multi-monthly periods, as specified above, until the last Exchange is deleted by or at the written direction of Client. In consideration for such extensions, upon the terms and subject to the conditions herein, Client shall pay a 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 and multiplied by the number of months in the extended Use Period (the "Extension Fee").

Any storage increases made during Use Period extension shall be subject to payment of incremental storage fees as set forth above. The 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.

4. 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:

- a) **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 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.
- b) **Intralinks Archives ("Archives"):** Archives may be ordered separately by Client or its Exchange Managers with respect to any Exchange provided hereunder. 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 Compliance or Data Archive copy for the fee set forth above.



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5. INTRALINKS HOSTING FACILITIES:

Exchanges shall be hosted in the United States by default. Upon creation of an Exchange, Client may request that Intralinks host such Exchange in the Intralinks U.K., German or Australian hosting facilities.

Functions such as Information Rights Management (IRM) protection, encryption and decryption, virus scanning and application of watermarks will be performed in the Australian or German hosting facilities, as applicable. In respect of the foregoing, this serves as written notice to Client that Intralinks shall use (i) Amazon Web Services as a subcontractor for the provision of computer and storage services in support of the Australian hosting facility and (ii) T-Systems as a subcontractor for the provision of computer and storage services in support of the German hosting facility.

AGREEMENT:

This Work Order incorporates by reference and shall be governed by the Master Services Agreement, set forth below (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.



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BILLING CONTACT / ACCOUNT PAYABLES INFORMATION

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

First Name:		Last name:	
Title:			
Company:			
Address:			
City:		State/Province:	
Postal Code:		Country:	
Email:			
Phone Number:		Fax Number:	

TAX EXEMPT INFORMATION

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

PURCHASE ORDER INFORMATION

Is there a Client purchase order associated with this contract?

No ____

Yes ____


PO Number:	
(if a PO number is not provided, the contract will be treated as not requiring a PO)	

Intralinks does not require a PO to issue an invoice. Client acknowledges that PO requirements, if any, are internal to Client and do not affect Client's contractual obligations under this contract to pay all amounts when due. If the Client has an internal PO requirement, Intralinks recommends a blanket PO to ensure that additional usage fees incurred after the initial order are also covered.



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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:	Pillsbury Winthrop Shaw Pittman LLP
Signature:	
Name:	AUGUSTO C. LIMA
Title:	PARTNER
Date:	

INTRALINKS, INC.	
Signature:	
Name:	
Title:	
Date:	



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MASTER SERVICES AGREEMENT

This Master Services Agreement is made and entered into as of the date of the first Work Order ("Effective Date") and executed between Intralinks, Inc., located at 150 East 42nd Street, New York, New York 10017 ("Intralinks") and the Client, described in such Work Order ("Client") (each, a "party," and together, the "parties"). The terms and conditions of this Master Services Agreement shall govern the Services to be provided by Intralinks under any Work Order executed by the parties, as though the provisions of this Master Services Agreement were set forth in their entirety within such Work Order, and so that each Work Order and this Master Services Agreement shall be considered one, fully integrated document and agreement.

DEFINITIONS:

"Affiliate" means any entity that directly or indirectly owns or controls, is owned or controlled by or is under common ownership or common control with Intralinks or Client, as the case may be.

"Agreement" means, collectively, any applicable Work Order and this Master Services Agreement, as the same may be supplemented, amended or modified by schedules, exhibits, appendices, addenda and amendments hereto, executed by Intralinks and Client from time to time thereafter.

"Exchange Manager" means those End Users designated by Client to have the authority to instruct Intralinks in connection with the Services and to act as administrators of Client's use of the Services.

"End User" means those persons (including without limitation, Client's employees, advisors, representatives, consultants, contractors or agents or any other third party) who are authorized by or on behalf of Client to use the Services and have been supplied user identifications and passwords for the Services.

"End User File" means any printed, electronic or digital document that is uploaded or copied to the Services by or on behalf of Client or any party who is authorized to do so by Client.

"Exchange" means, collectively, those Intralinks' URLs, online exchanges (also referred to as workspaces, dealrooms and virtual datarooms), web site contents and features provided to Client through which End Users may access, process, store and communicate End User Files.

"Intralinks Courier" means Intralinks' secure file transfer service which may be provided to Client through a web site, standalone software utility or plug-in.

"Intralinks VIA®" means Intralinks' ad hoc collaboration application, including the file synch and share capabilities, desktop, mobile and web applications and all included features and functions.

"Services" means, collectively, all Intralinks Exchanges, Intralinks Courier, Intralinks VIA®, Intralinks' web site features, software, application programming interfaces, systems delivered or accessible through any media or device, support, additional services and all related materials and documentation, provided by or on behalf of Intralinks to Client pursuant to this Agreement.



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“Work Order” means the form evidencing the initial order for Services and any subsequent orders separately entered into by Client and Intralinks. Each such fully executed Work Order shall be incorporated into and become a part of this Agreement.

1. Master Terms; Work Orders: (a) This Agreement shall govern any Work Orders between Intralinks and Client and Client's Affiliates. Subject to the terms and conditions of this Agreement, Intralinks grants to Client, and Client accepts from Intralinks, a non-exclusive, non-sublicensable, non-transferable, limited right and license to utilize, and permit its End Users (including its Affiliates) and its and their respective agents, employees, officers and directors to utilize the Services strictly in accordance with the terms and conditions of this Agreement and the applicable Work Order. The rights and obligations of the parties set out in any Work Order (or any other document comprising the Agreement) between the parties shall be governed by the terms and conditions of this Agreement; provided that, in the event of any inconsistency between a provision of any Work Order and the terms and conditions of this Agreement, the provision of the relevant Work Order shall prevail solely with respect to the Services provided and used thereunder. Client may use the Services solely to the extent and for the purpose(s) and time period(s) provided expressly under each Work Order.

(b) If Client issues a purchase order in respect of this Agreement, Client acknowledges that any such purchase order is solely for the convenience of Client's purchasing system and does not in any way modify or add to this Agreement or the rights or obligations of Intralinks or Client.

2. Payments: (a) JEA agrees to pay Intralinks the undisputed portion of the fees specified in each Work Order. The Services will include those services that are reasonably understood to be inherent to or necessary for the proper performance of the Services, irrespective of whether such services are explicitly specified in the applicable Work Order. Intralinks may charge JEA separately for additional services not specified in Work Orders (including without limitation additional Exchanges, consulting, programming and integration services), provided that Client has approved any such additional services and related charges in advance in writing. All fees and charges are payable in the currency used in the applicable Work Order. Unless otherwise expressly agreed in a Work Order, all fees and charges are payable to Intralinks within sixty (60) days of JEA's receipt of an invoice related to a Work Order.

(b) Charges and other amounts payable under this Agreement exclude applicable taxes (including VAT) and (i) if any such amount is in consideration for a taxable supply for VAT purposes, upon the terms and subject to the conditions of this Agreement, JEA shall pay on receipt of a valid VAT invoice an amount equal to any VAT which may from time to time be properly chargeable in respect of such a supply; and (ii) such amounts shall be paid free and clear of any deduction or withholding (save as required by law), provided that, if any deduction or withholding is required by law to be made from any payment due from Client under this Agreement, the amount of such payment shall be increased to an amount which will, after such deduction or withholding has been made, leave Intralinks with the same amount as it would be entitled to receive under this Agreement in the absence of any such deduction or withholding. For the avoidance of doubt, upon the terms and subject to the conditions of this Agreement, JEA shall be responsible for the payment of all taxes associated with provision and use of the Services (other than taxes on Intralinks' income).

3. Exchange Management: Intralinks shall provide Client with one or more user ID's, initial passwords and/or other devices for Client's designated Exchange Managers to access and use each Exchange and to permit other End Users to access and use such Exchange. On the terms and subject to the conditions of this Master Services Agreement and without limiting Intralinks' obligations under this Agreement or Intralinks' strict adherence to its security policies, protocols, and procedures, Client authorizes Intralinks to act on any instructions reasonably believed by Intralinks to be authentic communications from Client or its Exchange Managers with respect to the management of Client's Exchanges. Client acknowledges its Exchange Managers shall be authorized on Client's behalf, among other things, to appoint and remove other Exchange Managers, create, open and close Exchanges, permit any person to upload End User



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Files to Exchanges, manage each End User's access to End User Files and permit End Users to download End User Files and to transfer them to third parties (including through integrations with third-party services). Client will use generally accepted practices to keep all user IDs, passwords and other means of access to Exchanges within the possession or control of Client's End Users and Exchange Managers, employees and agents confidential and secure from unauthorized use. Client shall be responsible for monitoring its use of the Services within the limits set forth in the applicable Work Order. Intralinks retains the right to deregister any End User from the Services upon request of the employer of such End User.

4. Term & Termination; Billing Disputes: (a) This Agreement shall commence on the Effective Date and continue in effect until terminated (i) in accordance with Section 4(b); (ii) by written agreement of the parties; or (iii) by delivery of written notice of termination by either party to the other party after completion of performance or termination of all Work Orders governed by this Agreement in accordance with their terms. Except as otherwise expressly provided in any Work Order, upon termination of this Agreement, the Services shall cease and Client shall immediately discontinue use of any Exchanges provided hereunder.

(b) Notwithstanding the foregoing, either party may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within sixty (60) days thereafter; or (iii) makes an assignment for the benefit of creditors. Notwithstanding the foregoing, Client may terminate this Agreement immediately upon written notice if Intralinks breaches any material obligation under this Agreement and fails to cure such breach within thirty (30) days after delivery of notice thereof by Client. Either party also may suspend the applicable Work Order or this Agreement immediately upon notice if such party determines in its reasonable judgment that the Services have been used by the other party for any illegal transaction or unlawful purpose. Without limiting the generality of any other provision of this Agreement, in the event that an Intralinks' invoice is not subject to a timely asserted bona fide dispute by Client and such invoice has not been paid within sixty (60) days of JEA's receipt of such invoice, Intralinks may then send a written notice of suspension to JEA and, if the invoice remains unpaid ten (10) business days' following JEA's receipt of such notice of suspension, Intralinks may immediately suspend access by Client and End Users to Exchanges under the Work Order related to such invoice. At any point following Intralinks' suspension of access provided for in the preceding sentence, Intralinks may then send a written notice of termination to JEA and, if the invoice remains unpaid thirty (30) days following JEA's receipt of such notice of termination, Intralinks may immediately terminate the applicable Work Order or this Agreement.

(c) In the event Client disputes a charge in good faith, an email containing the name of the contracted company, invoice number, the specific charge, amount being disputed and the reason for the dispute must be sent to billing@Intralinks.com. Client must retain the automatic email response from Intralinks as proof that the dispute was timely asserted. Intralinks shall act in good faith to resolve all disputes accurately and timely. Upon the terms and subject to the conditions of this Agreement, if a disputed charge is found to be valid, then payment of such charge is immediately due and payable by Client within sixty (60) days following such finding upon the terms and subject to the conditions of this Agreement. Notification of a dispute does not relieve Client from its obligation to pay the undisputed portion of any invoices. Notwithstanding anything to the contrary, Client will not be considered in breach of this Agreement or any applicable Work Order for any fees disputed by Client in good faith and Intralinks may not suspend performance under this Agreement or any applicable Work Order with respect to any fees that are the subject of such dispute between the parties.

5. Ownership of Services; Acceptable Use: (a) As between the parties, Intralinks owns and shall retain all right, title and interest in and to the Services, all components thereof, including, without limitation, all related applications, user interface designs, processes, software and source code and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein. Client and its End Users may use the Services for the intended business purposes only. Client shall not (i) reverse engineer, disassemble, transfer, distribute, make available or otherwise exploit the Services; (ii) modify or make derivative works based upon the



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Services; (iii) access the Services in order to build, operate or otherwise make available a competitive product or service; or (iv) use the Services in any manner inconsistent with the terms and conditions of this Agreement. Client hereby agrees, on behalf of itself and its End Users, that, to the extent that any applicable mandatory laws (such as, for example, national laws implementing EC Directive 91/250 on the Legal Protection of Computer Programs) provide the right to perform any of the aforementioned activities without the consent of Intralinks to gain certain information about the Services, before it exercises any such rights, Client shall first request such information from Intralinks in a written notice delivered hereunder detailing the purpose for which the information is needed. Only if and to the extent Intralinks, at its sole discretion, denies such request, shall Client or its End Users exercise such statutory rights. All information derived from the exercise of such statutory rights shall be and remain the Confidential Information of Intralinks.

(b) Additionally, Client shall not use or permit to use the Services to do or attempt to do any of the following: (i) send spam or otherwise duplicative or unsolicited messages in violation of Applicable Laws; (ii) send or store infringing, obscene, threatening, libelous or otherwise unlawful material which may give rise to tortious liability, including material harmful to children or violative of third-party privacy rights; (iii) send or store material containing malicious software, including, without limitation, viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Services or the data contained therein; or (v) attempt to gain unauthorized access to the Services or its related systems or networks.

6. End User Files: As between the parties, Client (or the applicable third party) owns and will retain all right, title, and interest in and to the End User Files, including all components thereof, and shall not be considered part of the Services. Client acknowledges that the Services are intended to hold secondary copies of End User Files and not to maintain master or original documents. Client acknowledges and agrees that Intralinks shall not be responsible for the content of End User Files or the authorized modification, use or publication of End User Files by any End User or third party (other than Intralinks' permitted agents and authorized subcontractors). Subject to the terms of this Agreement, Intralinks shall not be responsible for the content, accuracy or completeness of End User Files.

7. Confidentiality: (a) "Confidential Information" means any and all information disclosed by or at the direction of either party to the other in connection with the provision or use of Services under this Agreement, including, without limitation, information relating to the business, operations, technology, properties, employees and clients of the disclosing party. Without limiting the foregoing, all information, processes, know-how, designs and technology relating to the Services as well as the terms of this Agreement shall be deemed Intralinks' Confidential Information, and all End User Files shall be treated as Client's Confidential Information. Notwithstanding the foregoing, Confidential Information does not include any information that a receiving party can demonstrate (i) was known to it prior to the information's disclosure in connection with provision or use of the Services; (ii) is or becomes known publicly through no wrongful act of the receiving party; (iii) was rightfully received from a third party under no contractual, legal or fiduciary obligation to keep such information confidential; or (iv) was independently developed by the receiving party, without the use of any Confidential Information.

(b) Each receiving party agrees that it shall use Confidential Information of the disclosing party solely in furtherance of the performance of this Agreement and for no other purpose. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than a reasonable degree of care. Each party agrees not to disclose the other party's Confidential Information to any person or entity other than: (i) to its clients (in the case of Client) and employees, agents, authorized subcontractors or consultants of the receiving party and, in the case of Client, its clients on an as-needed basis, provided that such persons have entered into written confidentiality agreements consistent with this Section 7 or are otherwise bound by substantially similar confidentiality restrictions; (ii) with respect to End User Files, as authorized by Client or End Users granted rights by Client to access, use, distribute, and/or disclose End User Files through the Services; (iii) to the extent required by court order, legal process, governmental regulation or Applicable Law, provided that the party required to disclose the



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information provides prompt advance written notice thereof (to the extent permitted by law) to the other party; or (iv) otherwise solely as expressly authorized in writing by the disclosing party. Notwithstanding any provision hereof to the contrary, Intralinks may use and disclose statistical data regarding the use of the Services, provided that no Client, End User, End User File or particular transaction shall be identified in connection with such statistical data.

(c) Each party acknowledges and agrees the use or disclosure of Confidential Information inconsistent with this Agreement could cause irreparable harm to a disclosing party, the extent of which would be difficult to ascertain. Accordingly, each party agrees that, in addition to any remedies available at law, any non-breaching party shall have the right to seek immediate injunctive relief, without the necessity of posting a bond, in the event of a breach or threatened breach of this Section 7 by the other party, any of its Affiliates or its and their respective representatives. This Section 7 shall survive termination or expiration of this Agreement. This Agreement expressly supersedes and replaces in its entirety any non-disclosure agreement executed by Intralinks in connection with preliminary discussions regarding the provision of Services to Client.

(d) Client has no obligation to provide Intralinks with ideas, suggestions, concepts or proposals relating to the Services or Intralinks' business (collectively, "Feedback"). However, if Client provides Feedback to Intralinks, Client grants Intralinks a non-exclusive, worldwide, sublicensable, transferrable, royalty-free license to make, use, sell, have made, offer to sell, import, reproduce, publicly display, distribute, modify and publicly perform the Feedback, without any reference, obligation or remuneration to Client. All Feedback shall be deemed non-confidential to Client. Client shall not provide to Intralinks any Feedback that is or may be subject to the intellectual property claims or rights of a third party.

(e) Upon termination of this Agreement and/or any Work Order by either party and, upon Client's written request, Intralinks shall provide Client with an offline archive of the End User Files uploaded to an Exchange for the fee set forth in the relevant Work Order. It is understood and agreed by the parties that, upon termination of any Work Order or written notification by Client, the Exchange is marked for deletion forthwith, but remains on the Services for a period of sixty (60) days for technical reasons. The Exchange is not accessible to any End Users but can be reactivated if requested by Client in writing. Upon expiry of the sixty (60) day period, the End User Files uploaded to the Exchange are purged from the Services during the next scheduled purge job, which runs once a week. Any End User Files stored in Intralinks' backup systems shall be destroyed within thirty-five (35) days after purging. The parties agree that, upon Client's written request, Intralinks shall provide a certification of deletion or destruction of the End User Files uploaded to an Exchange.

8. Warranties: Intralinks warrants the Services shall be provided in a manner that (a) meets or exceeds prevailing industry standards; and (b) is designed for the secure maintenance and distribution of End User Files. Intralinks warrants that (x) the Services do not contain any third-party computer code designed to disrupt, disable or harm in any manner the operation of the Services (e.g., "viruses" or "worms"), and (y) the Services will be performed at a level that meets or exceeds the Operational Time guarantees specified in Section 12 hereof. Intralinks further warrants, the Services do not and will not infringe any third-party intellectual property rights. OTHER THAN THE FOREGOING AND SECTION 12 BELOW, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. INTRALINKS MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES INTRALINKS WARRANT THE COMPATIBILITY OR OPERATION OF THE SERVICES WITH ALL HARDWARE AND SOFTWARE CONFIGURATIONS. WITHOUT LIMITING THE FOREGOING, CLIENT ACKNOWLEDGES THAT FEATURES OF THE INTRALINKS SERVICE DESIGNED TO RESTRICT ACCESS TO OR USE OF END USER FILES CANNOT PREVENT MANUAL COPYING OF DISPLAYED INFORMATION AND MAY NOT PREVENT ELECTRONIC OR DIGITAL CAPTURE OF DOCUMENT CONTENTS BY END USERS USING THIRD-PARTY SOFTWARE DESIGNED TO CIRCUMVENT SUCH SYSTEM FEATURES. EXCEPT AS SET FORTH IN THIS SECTION 8, INTRALINKS MAKES AND CLIENT RECEIVES NO



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WARRANTIES, EXPRESS OR IMPLIED, REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. INTRALINKS DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT HEREBY ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY WARRANTY, CONDITION, GUARANTY OR REPRESENTATION BY INTRALINKS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.

9. Representations: Client represents and warrants to Intralinks that the disclosure of End User Files to Intralinks and to End Users by or at the direction of Client shall not violate any applicable law, regulation or third-party rights in any material respect. Each party executing this Agreement represents to the other that it is authorized and has all rights necessary to enter into and be bound under this Agreement, and no law, regulation, court order or third-party agreement prohibits its performance of this Agreement.

10. Indemnification: (a) Intralinks will indemnify, defend, and hold harmless Client, JEA, and their respective Affiliates, employees, advisors, representatives, consultants, contractors, and agents (the "Client Indemnified Parties") from and against any and all damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation, penalty notice, or proceeding (each, an "Action") brought against any Client Indemnified Party based on: (i) the infringement by Intralinks of any third-party intellectual property rights (an "Infringement Claim"); (ii) the breach by Intralinks or any of its Affiliates, or Sub-processors, or any of their respective employees, advisors, representatives, consultants, contractors, or agents of any obligations, representations, or warranties in this Agreement, including, without limitation, with respect to Applicable Data Privacy Laws, and Confidential Information, except, in any case, to the extent such Action is based on Client's willful misconduct or gross negligence, or the occurrence of a Force Majeure Event; or (iii) the gross negligence, willful misconduct, or bad faith of Intralinks or any of its Affiliates, or Sub-processors, or any of their respective employees, representatives, consultants, contractors, or agents. In the event of an Infringement Claim, Intralinks will, at Client's option: (A) procure for Client the necessary right to continue using the Services; (B) replace or modify any infringing portion of the Services with a functionally equivalent non-infringing substitute thereof; (C) modify the Services so as to be non-infringing; or (D) if none of the foregoing are commercially reasonable in Client's reasonable discretion, either party may terminate this Agreement (and in the event of such termination, Client shall be entitled to a refund of any prepaid fees for the unexpired portion of any term of a Work Order). Intralinks's obligations pursuant to this Section 10(a) shall not apply to any Infringement Claim to the extent that the Infringement Claim would not have arisen but for the End User Files violating applicable law or a Client Indemnified Parties' breach of Section 5(a)(i) above. The foregoing states Client's sole and exclusive remedy and Intralinks' exclusive liability with respect to claims of intellectual property infringement.

(b) Client agrees that: (i) Client will promptly notify Intralinks in writing of the any Action specified in 10(a); provided, however, that late notice shall only excuse Intralinks from its obligations hereunder if such late notice materially prejudices Intralinks' defense of the claim; (ii) Intralinks will have sole control of the defense and all related settlement negotiations; provided, however, that any settlement that does not fully release the Client Indemnified Parties from liability or which would impose any monetary, injunctive or other obligation or restriction upon any of the Client Indemnified Parties shall be subject to Client's prior written approval; and (iii) at Intralinks' sole cost and expense, Client will provide reasonable cooperation and information in furtherance of such defense, as reasonably required by Intralinks. The Client may participate in the defense of the claim with counsel of its choosing at its expense; provided, that, if Intralinks fails to promptly assume the defense or settlement of the claim, Client may assume sole control of the defense of the claim at Intralinks' expense.

11. Limitation of Liability: (a) EXCEPT FOR CLAIMS FOR (I) PERSONAL INJURY DUE TO NEGLIGENCE, (II) WRONGFUL DEATH, (III) WILLFUL MISCONDUCT, (IV) FRAUD, (V) INTRALINKS' BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7 (CONFIDENTIALITY) HEREOF ("CONFIDENTIALITY CLAIM"), AND (VI) INTRALINKS' INDEMNIFICATION OBLIGATIONS UNDER SECTION 10(a)(i) (INFRINGEMENT INDEMNIFICATION) HEREOF, NEITHER PARTY IS LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OR DAMAGE TO GOODWILL, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, REGARDLESS OF THE BASIS OR LEGAL THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) EXCEPT FOR CLAIMS FOR (I) PERSONAL INJURY DUE TO NEGLIGENCE, (II) WRONGFUL DEATH, (III) WILLFUL MISCONDUCT, (IV) FRAUD, AND (V) INTRALINKS' INDEMNIFICATION OBLIGATIONS UNDER SECTION 10(a)(i) (INFRINGEMENT INDEMNIFICATION) HEREOF, EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT FOR DAMAGES, REGARDLESS OF THE BASIS OR LEGAL THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, WILL NOT, IN ANY EVENT, EXCEED, IN THE AGGREGATE, THE GREATER OF (I) THREE (3) TIMES THE FEES ACTUALLY PAID BY CLIENT TO INTRALINKS UNDER THE RELEVANT WORK ORDER GIVING RISE TO THE CLAIM FOR DAMAGES (LESS ANY REFUNDS OR CREDITS) IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM OR (II) USD\$500,000 (THE MONETARY LIMITATION DESCRIBED IN SUBSECTIONS (I) AND (II) OF THIS SECTION 10(b) BEING REFERRED TO AS THE "BASE CAP"); PROVIDED THAT INTRALINKS' TOTAL LIABILITY UNDER THIS AGREEMENT FOR CONFIDENTIALITY CLAIMS WILL NOT, IN ANY EVENT, EXCEED, IN THE AGGREGATE, AN AMOUNT EQUAL TO THE GREATER OF (I) TEN TIMES (10x) THE FEES ACTUALLY PAID BY OR ON BEHALF OF CLIENT TO INTRALINKS UNDER THE RELEVANT WORK ORDER GIVING RISE TO THE CLAIM FOR DAMAGES (LESS ANY REFUNDS OR CREDITS) IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM OR (II) \$2,500,000.

12. Uptime: Intralinks shall provide the Services with a minimum of ninety-nine and a half percent (99.5%) Operational Time twenty-four (24) hours a day, seven (7) days a week as measured over each calendar month. "Operational Time" shall be calculated as (Hours in Month – Downtime) / Hours in Month. "Hours in Month" means the total number of hours in any given calendar month. "Downtime" means any period of time during that calendar month during which Client's End Users are unable to access data on the Services ("Unavailability"), commencing on the receipt of Client's notification to Intralinks of such Unavailability or when Intralinks otherwise becomes aware of such Unavailability and ending when Intralinks has substantially restored the affected access or provided a workaround as described below. Downtime shall not include any period of time during which Client and/or its End Users are unable to access the Services due to (i) scheduled maintenance and/or upgrades or (ii) data quarantined due to virus infection in the End User Files uploaded by End Users. The period of Downtime due to such Unavailability shall be stopped in the event Intralinks provides to Client a workaround for such Unavailability that makes the affected portion of the Services available to End Users of affected Exchanges. By the fifth (5th) business day following each month during the term of the applicable Work Order, Intralinks will provide Client with a report detailing the actual Operational Time of the Services for the immediately preceding month. Notwithstanding the foregoing, if Intralinks fails to provide the Services in accordance with the Operational Time guarantee set forth in this Section 12 for (a) any two (2) consecutive months or (b) any three (3) months in a rolling twelve (12) month period, then Client, in addition to all of its other rights and remedies under this Agreement, may terminate the applicable Work Order or this Agreement in accordance with Section 4 of this Agreement.



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Intralinks shall continue to work on a permanent correction for such Unavailability in the event it provides a workaround to Client. In the event Client reasonably determines that the workaround materially impacts the use of such Exchanges, Client shall provide telephonic and email notice of such determination, and the period of Downtime due to such Unavailability shall resume as of the time of such notice to Intralinks but shall not include the interim period during which Intralinks provided such workaround to Client. Intralinks shall continue to work on a permanent correction for such Unavailability in the event it provides a workaround to Client.

13. Data Processing:

(a) Each party shall comply with all laws and regulations of the relevant jurisdictions that apply to its respective performance of obligations and exercise of rights under this Agreement, including, without limitation, as applicable, Regulation (EU) 2016/679 of 27 April 2016, General Data Protection Regulation (the "GDPR"), the Personal Data (Privacy) Ordinance (Cap 486 of the Laws of Hong Kong), the Gramm-Leach-Bliley Act, the Health Insurance Portability and Accountability Act, and all U.S. state data privacy and data protection laws, and related implementing regulations, including, but not limited to, the California Consumer Protection Act ("CCPA") and the New York Stop Hacks and Improve Electronic Data Security Act ("SHIELD Act") (collectively, "Applicable Data Privacy Laws"). For the purposes of the GDPR, the parties acknowledge that Client is the "Controller" and Intralinks is the "Processor", each having the meanings given to them in the GDPR.

(b) "Personal Data" means any information relating to an identified or identifiable natural person (or, to the extent that Applicable Data Privacy Laws apply to information about legal persons, an identified or identifiable legal person), or as otherwise defined in Applicable Data Privacy Laws, which is included in End User Files.

(c) Client warrants that:

(i) it has complied, and shall continue to comply, with Applicable Data Privacy Laws in its collection, processing and provision to Intralinks of Personal Data; and

(ii) it shall not process any Personal Data using the Services, or instruct Intralinks to process any Personal Data, in breach or contravention of any order issued to, or limitation of processing imposed on, Client by any regulatory authority.

(d) Intralinks warrants to Client that it is certified under the EU-U.S. Privacy Shield Framework operated by the U.S. Department of Commerce.

(e) Intralinks shall process Personal Data only on the documented written instruction of Client and solely as reasonably necessary for the purposes set forth in, and in the manner required by, this Agreement or as otherwise required by applicable law (including any requirement to comply with a court warrant or order or subpoena), in which case Intralinks shall notify Client in advance of such processing, unless prohibited from doing so. To the extent that Personal Data is subject to the GDPR, applicable law in the preceding sentence is limited to the laws of the European Union and the laws of any Member State of the European Union applicable to Intralinks. The following is deemed an instruction by Client to process Personal Data, subject to Intralinks' compliance with this Agreement and the Applicable Data Privacy Laws: (i) processing necessary to perform the purposes set forth in accordance with this Agreement; (ii) processing initiated by Client (or its authorized End Users or representatives) in their use of the Services; and (iii) processing necessary to comply with other reasonable instructions provided by Client. Client acknowledges that Intralinks may transfer End User Files to Intralinks' Affiliates and its authorized subcontractors; provided that such transfer shall be solely as needed to perform the Services hereunder and Intralinks shall be



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responsible for ensuring its Affiliates and authorized subcontractors handle End User Files in accordance with the terms of this Agreement.

(f) The subject-matter of the processing under this Agreement is limited to Personal Data. The duration of the processing shall be for the term of the Agreement, as determined under Section 4. The nature and purpose of the processing shall be to provide Services pursuant to this Agreement. The types of Personal Data processed by the Services include those expressly identified in Article 4(1) and “special categories of personal data” in Article 9(1) of the GDPR, to the extent such data forms part of the Personal Data. The categories of data subjects are individuals whose Personal Data is contained in End User Files.

(g) Intralinks shall implement appropriate technical and organizational measures to protect Personal Data against (i) accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of processing, having regard to the state of technological development and the cost of implementing any measures including (without limitation), as appropriate, the measures referred to in Article 32 of the GDPR and any agreement between the parties, and (ii) the risks presented by the processing of Personal Data in connection with the Services and Intralinks shall ensure that all personnel who have access to and/or process Personal Data are obliged to keep such Personal Data confidential. Intralinks shall provide Client with any other information reasonably requested by Client in writing regarding Intralinks’ current security practices and policies. Intralinks shall implement and maintain reasonable security safeguards in compliance with the SHIELD Act, the GDPR, and any and all other Applicable Data Privacy Laws. Intralinks shall comply with data transparency, disclosure, information requests, deletion requests, and any and all other data obligations set forth by the CCPA, the GDPR, and any and all other Applicable Data Privacy Laws.

(h) It is acknowledged and agreed by Client that Intralinks, in providing the Services under this Agreement, transfers Personal Data to its servers in the U.S. and also wherever Intralinks’ Affiliates have offices. In addition, it is acknowledged and agreed by Client that Intralinks may subcontract: (i) data center and related management services; (ii) End User customer support services; (iii) administration and back office services; and (iv) such other functions and services necessary for the performance of the Services. Client hereby consents to Intralinks transferring Personal Data to the aforementioned Intralinks’ Affiliates and subcontractors (each, a “Sub-processor” and collectively, “Sub-processors”) in the relevant jurisdiction(s) strictly to the extent necessary for the Intralinks’ Sub-processors to perform the relevant specified services. An up-to-date list of Intralinks’ Sub-processors and their locations is available at www.intralinks.com/sub-processors. Intralinks shall ensure that any such Intralinks’ Sub-processor is bound by a written agreement containing data protection obligations not less protective than those in this Agreement with respect to the protection of Personal Data to the extent applicable to the nature of the services provided by such Sub-processor. Where an Intralinks’ Sub-processor fails to fulfil its data processing obligations under this Agreement, Intralinks shall remain fully liable to Client for the performance of that Intralinks’ Sub-processor’s obligations. Intralinks hereby agrees to notify Client of any change or addition to the subcontractors listed in the URL identified above as of the Effective Date. In the event of a change of any such subcontractor, or an appointment of a new subcontractor, Intralinks undertakes to give Client notice of such change or appointment no less than forty-five (45) days prior to the change or appointment in question occurring. Further to such notice, Client shall be entitled to terminate this Agreement and/or any Work Order upon written notice to Intralinks where Client does not, in its absolute discretion, approve of the subcontractor in question. Any such notice to terminate shall only be valid if received by Intralinks within thirty (30) calendar days of the date of the notice from Intralinks informing Client of the change or appointment of the relevant subcontractor. Intralinks shall not transfer any Personal Data to Sub-processors located in countries outside of the European Union or the European Economic Area that do not ensure an adequate level of data protection within the meaning of the GDPR without first having entered into the Standard Contractual Clauses (processors).



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(i) Upon Client's request, Intralinks shall enter into the Standard Contractual Clauses (processors) with Client. It is acknowledged and agreed by Client that any claims arising in connection with breaches of data processing (including, but not limited to, claims for breach of the Standard Contractual Clauses entered pursuant to this [Section 13\(i\)](#)) shall be subject to the provisions of [Section 11](#) of this Agreement. It is understood and agreed by Client that such provisions shall apply to all Intralinks' Affiliates in the same manner as they apply to Intralinks. Notwithstanding the foregoing, the provisions of [Section 11](#) of this Agreement shall not apply in a case where a 'data subject' raises any claims against Intralinks or its Affiliates in accordance with the Standard Contractual Clauses.

(j) Intralinks utilizes security systems and infrastructure customary in the industry, including but not limited to redundant data centers with a full range of back-up and business recovery services and anti-virus and intrusion detection software and systems. Client acknowledges that Intralinks shall provide Client with access to the latest SOC 2 Security and Availability Report for the Services and the Standard Information Gathering questionnaire, which relates to controls of Intralinks. For all subcontractors, Intralinks shall provide Client a summary of the results of its audit of its subcontractors which Intralinks has undertaken of the subcontractor. Should Client request further information with reference to such audits, Intralinks shall reasonably assist with such requests. If such audits are, on reasonable grounds, deemed insufficient by Client on certain aspects or topics, Intralinks or an independent third-party auditor with appropriate experience and expertise acting on its behalf, shall be obliged to perform an additional audit on such aspects or topics. Intralinks shall share the results of such additional audit with Client, except for information which is confidential, commercially sensitive or privileged.

All reasonable costs and expenses incurred for such additional audits shall be paid for by Client, unless such audit reveals a breach of the provisions of this [Section 13](#), in which case Intralinks shall bear reasonable out of pocket costs and expenses incurred. Intralinks shall provide Client with a proposal, cost estimate and payment schedule for Client's acceptance prior to beginning any such additional audits.

(k) Intralinks shall notify Client in advance of implementing any new technology or other change to the Services which, in Intralinks' reasonable opinion, is likely to result in a high risk to the rights and freedoms of individuals whose Personal Data is processed as part of the Services ("[Notifiable Change](#)"). If requested by Client, Intralinks shall provide Client with any such information that Client is required to communicate to a regulatory authority about the Notifiable Change under Applicable Data Privacy Laws.

(l) Intralinks shall cooperate with Client and provide information to Client as reasonably requested in writing or required to enable Client to comply with Applicable Data Privacy Laws.

(m) Intralinks agrees that, upon expiration or termination of this Agreement or a Work Order, Client may at its discretion request the deletion or the return of the Personal Data and the End User Files, and copies thereof, in accordance with [Section 7\(e\)](#) of this Agreement. Intralinks shall make available or delete the Personal Data and the End User Files in accordance with such request, unless required to do otherwise by applicable law. To the extent that Personal Data is subject to the GDPR, applicable law in the preceding sentence is limited to the laws of the European Union and the laws of any Member State of the European Union applicable to Intralinks.

(n) Intralinks shall, to the extent permitted by Applicable Data Privacy Laws, promptly notify Client upon receiving a request from any third party or regulatory authority for access to, or to otherwise exercise their rights in respect of, Personal Data. Upon reasonable written request from Client, Intralinks shall provide Client with reasonable cooperation and assistance in (i) responding to any legal or regulatory proceeding that involves Personal Data, (ii) fulfilling Client's obligations under Applicable Data Privacy Laws to respond to requests for exercising data subject rights, and (iii) ensuring compliance with its obligations under the Applicable Data Privacy Laws with respect to impact assessments and consultations with supervisory authorities or regulators.



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(o) Intralinks shall notify Client without undue delay upon becoming aware of any unauthorized or unlawful processing of Personal Data, including, but not limited to, access to or acquisition, use, loss, destruction, compromise or disclosure of (i) Personal Data or (ii) End User credentials that enable access to or use of the Services ("Security Breach") (wherever possible, no later than twenty-four (24) hours after becoming aware of the Security Breach) with such details as Client reasonably requires regarding (i) the nature of the Security Breach, including the categories and approximate numbers of data subjects and Personal Data records concerned, (ii) any investigations into such Security Breach, (iii) the likely consequences of the Security Breach, and (iv) measures taken, or that Intralinks recommends, to address such Security Breach, including to mitigate its possible adverse effects. Intralinks shall cooperate with Client in providing any notifications or communications required by Applicable Data Privacy Laws and seeking to ensure that similar Security Breaches do not reoccur.

(p) Neither party shall name the other party or otherwise refer to that other party in any communication to a regulatory authority or data subject relating to a Security Breach without the other party's prior written approval of the content of that communication, which approval shall not be unreasonably withheld, conditioned or delayed.

14. Miscellaneous:

(a) Notices. Except as otherwise expressly provided, all notices, requests, demands or consents under this Agreement must be in writing, and be delivered personally, by certified mail, by internationally recognized courier service to the addresses of the parties set forth in this Agreement or by email. Notices to Intralinks shall be sent to the attention of the General Counsel or to contracts@Intralinks.com.

(b) Modification. Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by both parties.

(c) Independent Contractors; No Third-Party Beneficiaries. The parties are independent contractors with respect to each other and neither shall be deemed an employee, agent, partner or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. No third-party beneficiary rights are granted as a result of or pursuant to this Agreement.

(d) Force Majeure. Any delay in or failure of performance by either party under this Agreement shall not be considered a breach and shall be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages and governmental restrictions and, in the case of Intralinks' delay or failure to perform, problems due to Client-owned equipment (a "Force Majeure Event"). If a Force Majeure Event prevails for a continuous period of more than thirty (30) days, the party not affected by the Force Majeure Event may terminate this Agreement by giving fourteen (14) days' prior written notice to the other party and upon expiration of this notice period, this Agreement shall terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.

(e) Entire Agreement. This Agreement contains the complete, full and exclusive agreement between the parties pertaining to the subject matter hereof. This Agreement supersedes all prior agreements, understandings, representations, warranties, proposals, requests for proposal and negotiations, if any, related to the subject matter hereof.

(f) Severability. If any court of competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected. If any invalid, unenforceable or illegal provision of this Agreement would



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be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention. This Section 14(f) shall survive termination or expiration of this Agreement.

(g) Assignment. Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder in whole or in part without the prior written consent of the other party. In the event of any proposed assignment of this Agreement to an Affiliate of a party, such consent shall not be unreasonably withheld, conditioned or delayed. Either Party shall have the right to assign this Agreement in connection with the merger, reorganization or acquisition of such party or the sale of all or substantially all of its assets related to this Agreement, without such consent. Any purported assignment of this Agreement in violation of this Section 14(g) shall be invalid. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

(h) Governing law; Jurisdiction. This Agreement is governed by and is to be construed in accordance with the laws of the State of Florida, without giving effect to its conflict of laws principles. The parties agree the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The parties agree to submit to the jurisdiction of the state and federal courts located in New York County, New York, for the adjudication of any case or controversy arising under this Agreement, and the parties hereby waive their right to a trial by jury in any such litigation.

(i) Waiver. No failure or delay of either party to exercise any right or remedy provided under this Agreement or by law or to insist upon strict compliance by the other party to its obligation under this Agreement, and no custom or practice of the parties in variance with the terms of this Agreement, shall constitute a waiver of either party's right to demand exact compliance with the terms of this Agreement. Any waiver of any breach of any provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof.

(j) Interpretation. This Agreement has been mutually negotiated, and therefore shall be deemed to have been negotiated and prepared at the joint request, direction and construction of all parties, at arm's length and shall be interpreted in accordance with the terms without favor to any party.

(k) Foreign Corrupt Practices Act, UK Bribery Act and Other Improper Payments. In connection with the parties' compliance with the U.S. Foreign Corrupt Practices Act and the UK Bribery Act (and similar laws of other jurisdictions), the parties shall not offer, promise, approve or make payments, gifts or anything of value to foreign government officials or private parties for the purpose of influencing such individuals to obtain or retain business. In addition, neither party shall make any payments with a wrongful or corrupt intent, including, without limitation, payments a party knew or should have known were intended to influence a private party, government official or government.

(l) Export Compliance. The Services and any standalone utilities that may be provided to Client for use with the Services may be subject to export laws and regulations of the U.S., the European Union and other jurisdictions. Client represents that it is not named on any U.S. government or European Union member denied-party list. Client shall not permit End Users to access or use the Services in a U.S.-embargoed country, in violation of any U.S. or European Union export law or regulation from where Client uses the Services. Client is solely responsible for obtaining any necessary export license or other approval to transfer End User Files in connection with its use of the Service.

[Signature Pages Follow]



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INTRALINKS, INC.

By: _____

Name:

Title:

PILLSBURY WINTHROP SHAW PITTMAN LLP

By: _____

Name: AUGUSTO C. LIMA

Title: PARTNER

Accepted and agreed

JEA, Inc.

By: _____

Name:

Title:



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INTRALINKS, INC.

By: _____

Name:

Title:

PILLSBURY WINTHROP SHAW PITTMAN LLP


By: _____

Name:

Title:

Accepted and agreed

JEA, Inc.

By: 
Name: *Lynne Rhode*
Title: *VP and Chief Legal Officer*