



Public Cloud Pricing Schedule

Customer Name:	Oliver Wyman Group	Pricing Schedule Effective Date:	Latest Date Set Forth in the Signature Block Below
Address for Billing:	1166 Avenue of the Americas, NY, NY 10036	Master Agreement Name:	Master License and Maintenance Agreement
Attention:	Vikram Mody	Master Agreement Effective Date:	December 31, 2009
Email:	Vikram.mody@oliverwyman.com	Invoice Terms:	Net 30
Phone:	212-541-8100	Payment Schedule:	Paid in Full

This Pricing Schedule sets forth the software products and services to be provided by Jive Software, Inc. ("Jive") to the entity referenced above ("Customer"). This Pricing Schedule is governed by the terms of the Master Agreement referenced above between Jive and Customer ("Master Agreement") dated as of the Master Agreement Effective Date listed above. If the parties have not entered into a Master Agreement as of the Pricing Schedule Effective Date, then this Pricing Schedule is governed by the terms and conditions of the "Clickwrap License, Hosting and Professional Services Agreement – Public Cloud" ("Clickwrap") located at <http://www.jivesoftware.com/legal/>. The parties agree that this Pricing Schedule is incorporated by reference into the Master Agreement or Clickwrap, as applicable, as an additional software product and/or services order.

1. Base Platform License Information

Community Name:	PoW
Software Licensed:	Jive Engage – Employee (Private)
License Type:	User Based, Subscription License
Number of Licensed Users:	3,500
Deployment Type:	Public Cloud
Support Level:	Gold

2. Modules/Extensions

The modules/extensions listed below are to be used solely in conjunction with the Community described above (each a "Module"). Each Module is licensed on an annual subscription basis where the license term equals the license term set forth below. See Section 3 ("Module Terms") for Module specific terms.

Jive Mobile Module	User Count:	Upto 3,500
Jive Ideation Module	User Count:	Upto 3,500
Jive Video Module	User Count:	Upto 3,500
Jive Connects for Microsoft SharePoint	User Count:	Upto 3,500
Jive Connects for Microsoft Outlook	User Count:	Upto 3,500
Jive Content Accelerator (Akamai)	Quantity:	Upto 3 Million Page Views per Month

3. Module Terms

Below are additional terms and conditions pertaining to the Modules purchased by Customer as set forth in Section 2 ("Modules/Extensions"). Unless expressly stated otherwise, the annual subscription fees for any Module(s) purchased by Customer are included in the license fees listed in Section 5 ("Fees") below. In the event Customer purchases additional Users additional Module fees may apply.

A. Jive Mobile Module

- In connection with Customer's use of the Jive Mobile Module, Jive is not responsible for the security of Customer Content while in transit to and/or from, or when stored within, any mobile device utilized by a User to access and use the Community listed above.

B. Jive Ideation Module

- A license to the Ideation Module permits unlimited usage of the Module in connection with the Community listed above.

C. Jive Video Module

- The Jive Video Module permits a certain level of monthly usage in connection with the Community listed above (the "Base Video Usage Level"), as described in the below table. Any additional usage requires the payment of overage fees as set forth below. The standard pricing and overage pricing for the Jive Video Module is as follows:

Users (Private)	Monthly Bandwidth	Monthly Accumulated Storage	Overage
up to 1,000	100 GB	10 GB	\$3/GB
up to 3,000	250 GB	25 GB	\$3/GB
up to 10,000	750 GB	50 GB	\$3/GB
up to 50,000	3,000 GB	125 GB	\$3/GB
up to 100,000	6,000 GB	250 GB	\$3/GB

- The Base Video Usage Level incorporates two separate monthly measurements:

1. "Bandwidth" is defined as the rate of data transfer, in Gigabytes, used during the viewing of videos.

2. "Accumulated Storage" is defined as the volume of disk space, in Gigabytes, utilized by the videos housed within the Community.

- In the event Customer's usage exceeds the set Monthly Bandwidth and/or the Monthly Accumulated Storage, incremental overage charges of \$3 per GB for both Bandwidth and Accumulated Storage will apply. Such overage charges will be tracked monthly and invoiced quarterly in arrears.

D. Jive Connects for Microsoft SharePoint

- Customer shall separately procure any and all rights necessary to utilize Microsoft SharePoint.
- Customer may use the SharePoint Connector Module in connection with not more than 20 SharePoint webapps.

E. Jive Connects for Microsoft Outlook

- Customer shall separately procure any and all rights necessary to utilize Microsoft Outlook.

F. Jive Content Accelerator (Akamai)

- The terms and conditions of the Master Agreement shall not apply to the Jive Content Accelerator (Akamai) Module. Customer's access to and use of the Jive Content Accelerator (Akamai) Module will be controlled solely by the terms and conditions required by Akamai ("Akamai Module Terms"). The Akamai Module Terms are located at: <http://www.akamai.com/service> and http://www.akamai.com/html/policies/acceptable_use.html.

4. License Terms

License, Hosting & Module Term Start Date:	September 24, 2012
License, Hosting & Module Term Length:	12 months

5. Fees

License, Hosting & Module Fees:	\$332,000
Gold Support:	\$ 30,000
Total Fees:	\$362,000

- This includes a 12 month "pilot" use of Outlook module at a significantly reduced amount. If Oliver Wyman Groups decides to utilize the Outlook module for on-going deployment next year than that would be \$75,000.

6. Other Terms

Customer has elected to upgrade to Gold Support Services. Jive will provide Support Services during the term of this Pricing Schedule in accordance with the terms for Gold support located at <http://www.jivesoftware.com/legal/support.pdf>

This Pricing Schedule supersedes any quotation issued by Jive pertaining to the products and services set forth above. Notwithstanding any inconsistent language within the Master Agreement (a) the software products licensed under this Pricing Schedule may include one or more separate stand-alone Modules which such Modules may be provided on a hosted basis by a third party as set forth in the Documentation and, in such instances, Customer will not install the Module but will instead access the Module via the functionality of the Base Platform and (b) as may be further described above, certain third party Modules may not comply with all hosting service level agreements and requirements set forth in the Master Agreement; provided that Jive agrees to pass through and make available to Customer all warranties, indemnities and support and maintenance terms offered by such third parties in connection with such Module.

By executing below, both Jive and Customer agree to be bound by all terms and conditions of this Pricing Schedule.



JIVE SOFTWARE, INC.

Signature: Kate Johnson

Printed Name: Kate Johnson

Title: VP & Corporate Controller

Date: 9/19/12

OLIVER WYMAN GROUP

Signature: Vikram Mody

Printed Name: Vikram Mody

Title: CIO

Date: 9/18/2012