# ORACLE HOSPITALITY FOOD AND BEVERAGE CONSULTING

## SERVICE DESCRIPTIONS

November 3, 2017

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Oracle Hospitality Food and Beverage Point of Sale Implementation Services – Per Hour

Part Number: B80282, B87968 (Extended Hours), B87976 (Weekend/Holiday Hours)
Legacy Part Number: PDT-PRJ-LEAD - PROJECT LEAD/PROGRAMMING

Description of Services

You have ordered the quantity of hours identified in Your order of Oracle Hospitality Food and Beverage Point of Sale Implementation Services (“Total Hours”) related to Your Oracle Hospitality deployment(s), which Services may include assistance with any of the following:

1. **Software Configuration**
   a. Configure menus, modifiers, page design, employee setup, time and attendance, printing, standard reports, eBusiness modules and standard interfaces to credit cards, gift cards and Property Management Systems.
   b. Test the configuration, printing, reporting and interface connectivity.

Your Obligations and Project Assumptions

In addition to the obligations and assumptions stated in Your order, You acknowledge that Oracle’s ability to perform the Services depends upon Your fulfillment of the following obligations and the following assumptions:

1. **Your Obligations**
   a. Provide Oracle access to Your food and beverage site as required for the performance of Services.
   b. Provide Oracle access to site personnel who are best able to provide information needed to perform software configuration.
   c. If remote Services are required, in order for Oracle to perform Services under this order, You will provide a virtual private network (“VPN”) access to Your systems through a network connection You create between Oracle and Your systems.
      i. You are responsible for ensuring that (i) Your network and systems comply with specifications Oracle provides, (ii) all components of Your Oracle software environment are accessible through the VPN, and (iii) the VPN is installed in a timely manner for Oracle to perform the Services.
      ii. You are responsible for acquiring and maintain any equipment and performing any labor and/or activities necessary to set-up and maintain network connectivity at and to Your Oracle environment.
      iii. You will provide and maintain user accounts for, and access to, the VPN for the Oracle team members, including but not limited to, Oracle’s onsite remote and offshore resources.

   If Your VPN client software and/or VPN infrastructure fails to allow Oracle access to perform Services under this order, You agree to pay for any increased costs resulting from Your failure. Oracle will prepare an amendment to this order for the change in the Services and fees resulting from such failure. If You do not review and approve such amendment within five (5) days after Your receipt thereof, Oracle may terminate its performance of Services under this order.

2. **Project Assumptions**
   a. All communications and documentation will be in a mutually agreed upon language.
   b. The Services above will be performed either by onsite delivery resources or remotely.
   c. The Services do not include physical hardware installation, networking or any other Services not expressly identified herein.
   d. Custom report development is not included in the Services.
   e. Custom interface development is not included in the Services.
   f. Third party software configuration is not included in the Services.
g. Application training is not included in the Services.

h. Project management is not included in the Services.

i. Delays caused by either You or Your third party vendors not being ready at the scheduled times may result in additional charges.

j. Oracle may deliver Services during the following work shifts as specified in Your order:
   i. “Standard Business Hours” Hours between 8:00 am and 5:00 pm in the time zone of Your site and/or location the services are to be performed at.
   ii. “Extended Business Hours” Hours between 5:01 pm and 8:00 am in the time zone of Your site and/or location the services are to be performed at.
   iii. “Weekend” Hours beginning on Saturday 8:01 am in the time zone of Your site and/or location the services are to be performed at and ending on Monday at 7:59 am.
   iv. “Holiday” Hours at any time on any public holiday (as authorized by applicable law) in the time zone of Your site and/or location the services are to be performed at.
Oracle Hospitality Food and Beverage Point of Sale Implementation Consultation and Configuration - Per Hour
Part Number: B80283, B87969 (Extended Hours), B87977 (Weekend/Holiday Hours)
Legacy Part Number: PDT-PRJ-LEAD - PROJECT LEAD/PROGRAMMING

Description of Services

You have ordered the quantity of hours identified in Your order of Oracle Hospitality Food and Beverage Point of Sale Implementation Consultation and Configuration- Standard Services (“Total Hours”) related to Your Oracle Hospitality deployment(s), which Services may include assistance with any of the following:

1. **Software Configuration**
   a. Review Your environment to confirm the following items: on premise or hosted, Point of Sale (“POS”) software version, eBusiness modules, revenue centers, and interfaces.
   b. Conduct Site Survey to gather configuration information including, but not limited to: menus, modifiers, tenders, discounts, Service charges, table numbers, room numbers, remote printing, employee privileges, time and attendance, credit card processing, gift card processing, third party interfaces, and interfaces to other Oracle Hospitality products Configuration of menus, modifiers, page design, employee setup, time and attendance, printing, standard reports, eBusiness modules and standard interfaces to credit cards, gift cards and PMS’s.
   c. Test the configuration.

Your Obligations and Project Assumptions

In addition to the obligations and assumptions stated in Your order, You acknowledge that Oracle’s ability to perform the Services depends upon Your fulfillment of the following obligations and the following assumptions:

1. **Your Obligations**
   a. Provide Oracle access to Your food and beverage site required for the performance of Services.
   b. Provide Oracle access to site personnel who are best able to provide information needed to perform the Site Survey.
   c. If remote Services are required, in order for Oracle to perform Services under this order, You will provide a virtual private network (“VPN”) access to Your systems through a network connection You create between Oracle and Your systems.
      i. You are responsible for ensuring that (i) Your network and systems comply with specifications Oracle provides, (ii) all components of Your Oracle software environment are accessible through the VPN, and (iii) the VPN is installed in a timely manner for Oracle to perform the Services.
      ii. You are responsible for acquiring and maintain any equipment and performing any labor and/or activities necessary to set-up and maintain network connectivity at and to Your Oracle environment.
      iii. You will provide and maintain user accounts for, and access to, the VPN for the Oracle team members, including but not limited to, Oracle’s onsite remote and offshore resources.

If Your VPN client software and/or VPN infrastructure fails to allow Oracle access to perform Services under this order, You agree to pay for any increased costs resulting from Your failure. Oracle will prepare an amendment to this order for the change in the Services and fees resulting from such failure. If You do not review and approve such amendment within five (5) days after Your receipt thereof, Oracle may terminate its performance of Services under this order.

2. **Project Assumptions**
   a. All communications and documentation will be in the mutually agreed upon language.
b. The Services above will be performed either by onsite delivery resources or remotely and do not include physical hardware installation, networking or any other Services not expressly identified herein.

c. Delays caused by either You or Your third party vendors not being ready at the scheduled times may result in additional charges.

d. Custom report development is not included in the Services.

e. Custom interface development is not included in the Services.

f. Third party software configuration is not included in the Services.

g. Application training is not included in the Services.

h. Project management is not included in the Services.

i. Oracle may deliver Services during the following work shifts as specified in Your order:

   i. “Standard Business Hours” Hours between 8:00 am and 5:00 pm in the time zone of Your site and/or location the services are to be performed at.

   ii. “Extended Business Hours” Hours between 5:01 pm and 8:00 am in the time zone of Your site and/or location the services are to be performed at.

   iii. “Weekend” Hours beginning on Saturday 8:01 am in the time zone of Your site and/or location the services are to be performed at and ending on Monday at 7:59 am.

   iv. “Holiday” Hours at any time on any public holiday (as authorized by applicable law) in the time zone of Your site and/or location the services are to be performed at.
Oracle Hospitality Food and Beverage Live Support Service – Per Hour
Part Number: B80284, B87970 (Extended Hours), B87978 (Weekend/Holiday Hours)
Legacy Part Number: PDT-LIVE – LIVE SUPPORT

Description of Services

You have ordered the quantity of hours identified in Your order of Oracle Hospitality Food and Beverage Live Support Services (“Total Hours”) related to Your Oracle Hospitality deployment(s), which Services may include assistance with any of the following:

1. Go Live Support Services
   a. Provide post go-live support in production environment, primarily focused on supporting Your management staff during the transition to the new application.
   b. Answer operational questions and consult with You in a manner to transfer knowledge of the application to You.
   c. Assist You with basic configurations change requests identified during go live.

Your Obligations and Project Assumptions

In addition to the obligations and assumptions stated in Your order, You acknowledge that Oracle’s ability to perform the Services depends upon Your fulfillment of the following obligations and the following assumptions:

1. Your Obligations
   a. Provide Oracle access to Your food and beverage site as required for the performance of Services.
   b. Schedule the appropriate resources to work with Oracle to ensure a smooth transition to the new application.
   c. If remote Services are required, in order for Oracle to perform Services under this order, You will provide a virtual private network (“VPN”) access to Your systems through a network connection You create between Oracle and Your systems.
      i. You are responsible for ensuring that (i) Your network and systems comply with specifications Oracle provides, (ii) all components of Your Oracle software environment are accessible through the VPN, and (iii) the VPN is installed in a timely manner for Oracle to perform the Services.
      ii. You are responsible for acquiring and maintain any equipment and performing any labor and/or activities necessary to set-up and maintain network connectivity at and to Your Oracle environment.
      iii. You will provide and maintain user accounts for, and access to, the VPN for the Oracle team members, including but not limited to, Oracle’s onsite remote and offshore resources.

   If Your VPN client software and/or VPN infrastructure fails to allow Oracle access to perform Services under this order, You agree to pay for any increased costs resulting from Your failure. Oracle will prepare an amendment to this order for the change in the Services and fees resulting from such failure. If You do not review and approve such amendment within five (5) days after Your receipt thereof, Oracle may terminate its performance of Services under this order.

2. Project Assumptions
   a. The Services above will be performed either by onsite delivery resources or remotely and do not include physical hardware installation or any other Services not expressly identified herein.
   b. Configuration or training of third party applications is not included in the Services.
   c. Configuration of custom reporting is not included in the Services.
   d. Configuration of custom interfaces is not included in the Services.
   e. Full menu entry or additional revenue center creation is not included in the Services.
f. Project management is not included in the Services.
g. Delays caused by either You or Your third party vendors not being ready at the scheduled times may result in additional charges.
h. Oracle may deliver Services during the following work shifts as specified in Your order:
   i. “Standard Business Hours” Hours between 8:00 am and 5:00 pm in the time zone of Your site and/or location the services are to be performed at.
   ii. “Extended Business Hours” Hours between 5:01 pm and 8:00 am in the time zone of Your site and/or location the services are to be performed at.
   iii. “Weekend” Hours beginning on Saturday 8:01 am in the time zone of Your site and/or location the services are to be performed at and ending on Monday at 7:59 am.
   iv. “Holiday” Hours at any time on any public holiday (as authorized by applicable law) in the time zone of Your site and/or location the services are to be performed at.
Oracle Hospitality Food and Beverage Project Management – Per Hour
Part Number: B80285

Description of Services

You have ordered the quantity of hours identified in Your order of Oracle Hospitality Food and Beverage Project Management Services (“Total Hours”) related to Your Oracle Hospitality deployment(s), which Services may include assistance with any of the following:

1. Project Management Services
   a. Facilitate project kick-off call with Your team to review and confirm project scope.
   b. Confirm Oracle Hospitality products and Services purchased.
   c. Confirm preliminary implementation dates including go-live date.
   d. Prepare project implementation schedule.
   e. Facilitate reoccurring project status calls to track progress.
   f. Track status of hardware purchased for food and beverage implementation.

Your Obligations and Project Assumptions

In addition to the obligations and assumptions stated in Your order, You acknowledge that Oracle’s ability to perform the Services depends upon Your fulfillment of the following obligations and the following assumptions:

1. Your Obligations
   a. You agree to designate a primary representative who will serve as Oracle’s primary point of contact and have authority to make decisions with regard to the Services Oracle will be performing. This representative shall work together with Oracle’s project manager to facilitate an efficient delivery of the Services.
   b. Schedule Your resources to work with or provide information to Oracle.
   c. Schedule third party vendors according to project schedule, if required.
   d. Advise Oracle of any delays or scheduling changes as soon as possible.
   e. If remote Services are required, in order for Oracle to perform Services under this order, You will provide a virtual private network (“VPN”) access to Your systems through a network connection You create between Oracle and Your systems.
      i. You are responsible for ensuring that (i) Your network and systems comply with specifications Oracle provides, (ii) all components of Your Oracle software environment are accessible through the VPN, and (iii) the VPN is installed in a timely manner for Oracle to perform the Services.
      ii. You are responsible for acquiring and maintaining any equipment and performing any labor and/or activities necessary to set-up and maintain network connectivity at and to Your Oracle environment.
      iii. You will provide and maintain user accounts for, and access to, the VPN for the Oracle team members, including but not limited to, Oracle’s onsite remote and offshore resources.

If Your VPN client software and/or VPN infrastructure fails to allow Oracle access to perform Services under this order, You agree to pay for any increased costs resulting from Your failure. Oracle will prepare an amendment to this order for the change in the Services and fees resulting from such failure. If You do not review and approve such amendment within five (5) days after Your receipt thereof, Oracle may terminate its performance of Services under this order.

2. Project Assumptions
   a. All communications and documentation will be in the mutually agreed upon language.
b. Delays caused by either You or Your third party vendors not being ready at the scheduled times may result in additional charges.

c. Services can be either performed onsite or remotely.
Oracle Hospitality Food and Beverage System Administrator Training Services – Per Hour
Part Number: B80286, B87971 (Extended Hours), B87979 (Weekend/Holiday Hours)
Legacy Part Number: PDT-TRAINING – TRAINING SERVICES

Description of Services

You have ordered the quantity of hours identified in Your order of Oracle Hospitality Food and Beverage System Administrator Training Services ("Total Hours") related to Your Oracle Hospitality deployment(s), which Services may include assistance with any of the following:

1. Software Application Training
   a. Train Your staff on standard product functionality and can include menu configuration, revenue center configuration, employee setup, timekeeping and scheduling, reporting, inventory management, and loyalty and gift card program management.
   b. Provide available training material electronically.

Your Obligations and Project Assumptions

In addition to the obligations and assumptions stated in Your order, You acknowledge that Oracle’s ability to perform the Services depends upon Your fulfillment of the following obligations and the following assumptions:

1. Your Obligations
   a. Provide Oracle access to Your food and beverage site as required for the performance of Services.
   b. Schedule Your staff to attend all required Oracle Hospitality training sessions.
   c. Reproduce copies of training materials solely for Your staff.
   d. If remote Services are required, in order for Oracle to perform Services under this order, You will provide a virtual private network ("VPN") access to Your systems through a network connection You create between Oracle and Your systems.
      i. You are responsible for ensuring that (i) Your network and systems comply with specifications Oracle provides, (ii) all components of Your Oracle software environment are accessible through the VPN, and (iii) the VPN is installed in a timely manner for Oracle to perform the Services.
      ii. You are responsible for acquiring and maintain any equipment and performing any labor and/or activities necessary to set-up and maintain network connectivity at and to Your Oracle environment.
      iii. You will provide and maintain user accounts for, and access to, the VPN for the Oracle team members, including but not limited to, Oracle’s onsite remote and offshore resources.

   If Your VPN client software and/or VPN infrastructure fails to allow Oracle access to perform Services under this order, You agree to pay for any increased costs resulting from Your failure. Oracle will prepare an amendment to this order for the change in the Services and fees resulting from such failure. If You do not review and approve such amendment within five (5) days after Your receipt thereof, Oracle may terminate its performance of Services under this order.

2. Project Assumptions
   a. The Services above will be performed either by onsite trainers or remotely.
   b. Training is provided for Oracle Hospitality products only.
   c. If training is provided on site, You are responsible for providing a training room with internet access, access to all required Oracle Hospitality products, LCD projector, white board or flip chart, and computers for students (if required).
d. If training is provided remotely, all attendees must have a phone and either have their own PC’s with internet connection or the ability to share the screen of a personal computer (“PC”) with internet connection.
e. Additional training sessions to accommodate larger teams or advanced training sessions will require a change order.
f. Training of third party applications is not included in the Services.
g. Project management is not included in the Services.
h. Oracle may deliver Services during the following work shifts as specified in Your order:
   i. “Standard Business Hours” Hours between 8:00 am and 5:00 pm in the time zone of Your site and/or location the services are to be performed at.
   ii. “Extended Business Hours” Hours between 5:01 pm and 8:00 am in the time zone of Your site and/or location the services are to be performed at.
   iii. “Weekend” Hours beginning on Saturday 8:01 am in the time zone of Your site and/or location the services are to be performed at and ending on Monday at 7:59 am.
   iv. “Holiday” Hours at any time on any public holiday (as authorized by applicable law) in the time zone of Your site and/or location the services are to be performed at.
Oracle Hospitality Food and Beverage End User Training – Per Hour
Part Number: B80287, B87972 (Extended Hours), B87980 (Weekend/Holiday Hours)
Legacy Part Number: PDT-TRAINING – TRAINING SERVICES

Description of Services

You have ordered the quantity of hours identified in Your order of Oracle Hospitality Food and Beverage End User Training Services (“Total Hours”) related to Your Oracle Hospitality deployment(s), which Services may include assistance with any of the following:

1. Software Application Training
   a. Provide training on end user interaction with Oracle’s Hospitality products, as currently configured. This can include entering, editing, and tendering checks, timekeeping, reporting, manager functions.
   b. Provide available training material electronically.

Your Obligations and Project Assumptions

In addition to the obligations and assumptions stated in Your order, You acknowledge that Oracle’s ability to perform the Services depends upon Your fulfillment of the following obligations and the following assumptions:

1. Your Obligations
   a. Provide Oracle access to Your Food and Beverage site as required for the performance of Services.
   b. Schedule Your staff to attend all required Oracle Hospitality training sessions.
   c. Reproduce copies of training materials solely for Your staff.
   d. If remote Services are required, in order for Oracle to perform Services under this order, You will provide a virtual private network (“VPN”) access to Your systems through a network connection You create between Oracle and Your systems.
      i. You are responsible for ensuring that (i) Your network and systems comply with specifications Oracle provides, (ii) all components of Your Oracle software environment are accessible through the VPN, and (iii) the VPN is installed in a timely manner for Oracle to perform the Services.
      ii. You are responsible for acquiring and maintaining any equipment and performing any labor and/or activities necessary to set-up and maintain network connectivity at and to Your Oracle environment.
      iii. You will provide and maintain user accounts for, and access to, the VPN for the Oracle team members, including but not limited to, Oracle’s onsite remote and offshore resources.

   If Your VPN client software and/or VPN infrastructure fails to allow Oracle access to perform Services under this order, You agree to pay for any increased costs resulting from Your failure. Oracle will prepare an amendment to this order for the change in the Services and fees resulting from such failure. If You do not review and approve such amendment within five (5) days after Your receipt thereof, Oracle may terminate its performance of Services under this order.

2. Project Assumptions
   a. The Services above will be performed either by onsite trainers or remotely.
   b. Training is provided for Oracle Hospitality products only.
   c. If training is provided on site, You are responsible for providing a training room with internet access, access to all required Oracle Hospitality products, LCD projector, white board or flip chart, and computers for students (if required).
   d. If training is provided remotely, all attendees must have a phone and either have their own personal computers (“PC’s”) with internet connection or the ability to share the screen of a PC with internet connection.
e. Configuration or training of third party applications is not included in the Services.

f. Project management is not included in the Services.

g. Oracle may deliver Services during the following work shifts as specified in Your order:
   i. “Standard Business Hours” Hours between 8:00 am and 5:00 pm in the time zone of Your site
      and/or location the services are to be performed at.
   ii. “Extended Business Hours” Hours between 5:01 pm and 8:00 am in the time zone of Your site
       and/or location the services are to be performed at.
   iii. “Weekend” Hours beginning on Saturday 8:01 am in the time zone of Your site and/or
        location the services are to be performed at and ending on Monday at 7:59 am.
   iv. “Holiday” Hours at any time on any public holiday (as authorized by applicable law) in the
       time zone of Your site and/or location the services are to be performed at.
Description of Services

You have ordered the quantity of hours identified in Your order of Oracle Hospitality Food and Beverage Point of Sale Pre-Implementation Consulting Services (“Total Hours”) related to Your Oracle Hospitality deployment(s), which Services may include assistance with any of the following:

1. Consulting Services
   a. Conduct requirements gathering for implementing Oracle Hospitality Food and Beverage Point of Sale solutions.
   b. Provide consultation for application architecture for Oracle Hospitality Food and Beverage Point of Sale products.
   c. Provide consultation on practices regarding integration of Oracle Hospitality products including Point of Sale, iCare, MyMicros, MyInventory, and MyLabor.
   d. Define requirements for Oracle Hospitality Point of Sale application, assisting customer with identifying any custom development needs.
   e. Provide consultation on feature functionality and feature requirements gap analysis.
   f. Provide consultation and testing Services for 3rd party interfaces.
   g. Provide documentation to include diagrams of application data flow, process models, and control flow.
   h. Maintenance of installed Oracle Hospitality applications.
   i. Analyze installed Oracle Hospitality applications for maintenance and upgrade paths.

Your Obligations and Project Assumptions

In addition to the obligations and assumptions stated in Your order, You acknowledge that Oracle’s ability to perform the Services depends upon Your fulfillment of the following obligations and the following assumptions:

1. Your Obligations
   a. Provide Oracle access to Your food and beverage site, including remote access to Your Oracle Hospitality applications and infrastructure, as required for the performance of Services.
   b. Provide Oracle with full access to relevant functional, technical, and business resources with adequate skills and knowledge to support the performances of Services.
   c. If remote Services are required, in order for Oracle to perform Services under this order, You will provide a virtual private network (“VPN”) access to Your systems through a network connection You create between Oracle and Your systems.
      i. You are responsible for ensuring that (i) Your network and systems comply with specifications Oracle provides, (ii) all components of Your Oracle software environment are accessible through the VPN, and (iii) the VPN is installed in a timely manner for Oracle to perform the Services.
      ii. You are responsible for acquiring and maintain any equipment and performing any labor and/or activities necessary to set-up and maintain network connectivity at and to Your Oracle environment.
      iii. You will provide and maintain user accounts for, and access to, the VPN for the Oracle team members, including but not limited to, Oracle’s onsite remote and offshore resources.

If Your VPN client software and/or VPN infrastructure fails to allow Oracle access to perform Services under this order, You agree to pay for any increased costs resulting from Your failure. Oracle will prepare an amendment to this order for the change in the Services and fees resulting from such failure. If You do not
review and approve such amendment within five (5) days after Your receipt thereof, Oracle may terminate its performance of Services under this order.

2. **Project Assumptions**
   a. All communications and documentation will be in a mutually agreed upon language.
   b. The Services above will be performed either by onsite delivery resources or remotely.
   c. The Services do not include physical hardware installation, networking or any other Services not expressly identified herein.
   d. Custom report development is not included in the Services.
   e. Custom interface development for new interfaces is not included in the Services.
   f. Third party software configuration is not included in the Services.
   g. Application training is not included in the Services.
   h. Project management is not included in the Services.
   i. Delays caused by either You or Your third party vendors not being ready at the scheduled times may result in additional charges.
   j. Oracle may deliver Services during the following work shifts as specified in Your order:
      i. “Standard Business Hours” Hours between 8:00 am and 5:00 pm in the time zone of Your site and/or location the services are to be performed at.
      ii. “Extended Business Hours” Hours between 5:01 pm and 8:00 am in the time zone of Your site and/or location the services are to be performed at.
      iii. “Weekend” Hours beginning on Saturday 8:01 am in the time zone of Your site and/or location the services are to be performed at and ending on Monday at 7:59 am.
      iv. “Holiday” Hours at any time on any public holiday (as authorized by applicable law) in the time zone of Your site and/or location the services are to be performed at.
Oracle Hospitality Standard Hardware Installation

The below Service description is written for the following part numbers:

- Oracle Hospitality Hardware Installation Service for a Cash Drawer B81071
- Oracle Hospitality Hardware Installation Service for a Customer Display B81072
- Oracle Hospitality Hardware Installation Service for a Kitchen Display B81087
- Oracle Hospitality Hardware Installation Service for a Component B81074
- Oracle Hospitality Hardware Installation Service for a Handheld Scanner B81075
- Oracle Hospitality Hardware Installation Service for a Personal Computer B81076
- Oracle Hospitality Hardware Installation Service for a Scale B81077
- Oracle Hospitality Hardware Installation Service for a Switch or Router up to 8 ports B81078
- Oracle Hospitality Hardware Installation Service for an Uninterrupted Power Supply B81079
- Oracle Hospitality Hardware Installation Service for a Payment Terminal B81080
- Oracle Hospitality Hardware Installation Service for up to 4 Printers B81081
- Oracle Hospitality Hardware Installation Service for a Scanner B81082
- Oracle Hospitality Hardware Installation Service for a Server B81083
- Oracle Hospitality Hardware Installation Service for a Workstation B81084
- Oracle Hospitality Hardware Installation Service for up to 6 e7 Terminals B81085
- Oracle Hospitality Hardware Installation Service for up to 9 3700 Terminals B81086

Descriptions of Services

Oracle will perform the following Services related to the installation and configuration of the hardware listed in Your hardware order and delivered to You ("hardware"), including the following:

1. Installation Task Planning
   a. Oracle will contact Your designated point of contact to discuss the estimated commencement of Services hereunder.

2. Installation and Configuration
   a. Review and compare the hardware packing list, the hardware delivered to You, and the hardware listed on Your hardware order.
   b. Unpack the hardware and set packaging material aside for Your disposal.
   c. Conduct a physical review of the hardware for reasonably visible damage and notify You of any such damage.
   d. Install the hardware, as follows:
      1. Install internal and external hardware components specified in the applicable manufacturer manuals included in Your hardware order and delivered to You.
      2. Connect industry standard electrical/receptacle power supplies, if applicable.
      3. Power up the hardware, if applicable.
      4. Connect the hardware to Your servers and/or network switches.

3. Handover
   a. Oracle will provide You with the following reference documentation ("Reference Documentation").
      1. The applicable hardware end user manual(s), either as a hardcopy or a link, as made available either by Oracle or third party provider.
      2. User passwords to the hardware, if applicable.

Your Obligations and Project Assumptions
In addition to the obligations and assumptions stated in Your order, You acknowledge that Oracle’s ability to perform the Services depends upon Your fulfillment of the following obligations and the following project assumptions:

1. **Your Obligations**
   a. Obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of installation Services.
   b. Provide any notices and obtain any consent required for Oracle to perform Services.
   c. Provide complete and accurate information to Oracle regarding the hardware, including, without limitation, the serial number for the hardware, where applicable.
   d. Prior to the commencement of Services, perform back-up copies of all software and data contained on all hardware systems(s), and within any of Your systems or equipment that may be affected by the Services.
   e. Prior to the commencement of Services, inform Oracle of any equipment or environment modifications that may affect Oracle’s performance of the Services.
   f. Prior to the Installation and Configuration Services, ensure Your power supply is in accordance with industry standards, using industry standard electrical/receptacle connectors power supply(ies) as required by Oracle.
   g. Provide Oracle with all applicable and compatible cables prior to the commencement of Services.
   h. Install or have installed cables in a manner which does not pose any actual or potential safety hazards exist.
   i. Ensure all hardware requiring cable connections are located within a reasonable proximity, as determined by Oracle, of the hardware to be connected.
   j. Upon Oracle’s request, schedule Your information technology resource to be onsite to work with the on-site Oracle resource.
   k. Prior to commencement of Services, ensure Your power supply is in accordance with industry standards and You will ensure that the property where the hardware requiring connectivity to a power supply has industry standard electrical/receptacles connectors as required by Oracle or original equipment manufacturer (“OEM”) vendor.
   l. At Oracle’s request, provide to Oracle Your in-house cable labeling guide for the hardware to be installed.
   m. Dispose the packaging material set aside by Oracle.
   n. All required Oracle approved cables must be provided by You prior to the time that Oracle is prepared to power up the installed hardware;
   o. Install or have installed cables where no potential safety hazards exists; and ensure all hardware requiring cable connections are located within a reasonable proximity, as determined by Oracle, of the hardware to be connected.

2. **Project Assumptions**
   a. The hardware to be installed will be at Your designated installation site prior to the commencement of Services.
   b. All communications and documentation will be in a mutually agreed upon language.
   c. The Services cover a single installation of the hardware. In no event is staged or managed roll-out installation included in the Services.
   d. An upgrade to the Property Management System database is not included in the Services.
   e. Network, domain name system (“DNS”) or wireless changes are not included in the Services.
   f. You acknowledge and agree that the performance of Services is contingent upon the hardware being undamaged and including all the relevant components. In the event Oracle is unable to perform the Services because the hardware is damaged or components were not delivered, Oracle will work with You to determine an appropriate course of action.
   g. Oracle will determine, in its sole discretion, which firmware updates and/or operating system patches will be used to address the hardware requirements.
h. Oracle will not connect any electrical power supplies, or perform any other electrical work that, in Oracle’s sole opinion, should be performed by a licensed electrician.
i. Site planning is not included in the Services.
j. Installations of cables that must pass through ceilings or walls are not included in the Services.
k. Training is not included in the Services.
l. Technical support for the hardware is not included in the Services.
Oracle Hospitality Credit Card On Premise POS Gateway Setup Fee for Merchant Link
Part Number: B80831

Description of Services

You have ordered the following Services related to Your Oracle Hospitality Food and Beverage Point of Sale ("POS") deployment:

1. **Software Installation**
   a. Install Your credit card service processor interface software into Your POS production environment.
   b. Conduct a call with Merchant Link for up to thirty minutes (30) in duration to schedule an appointment to configure Your connectivity requirements and Your merchant id routing information.
   c. Assisted by a Merchant Link representative, Oracle will perform the following:
      1. Enter Your connectivity information for the Merchant Link Gateway.
      2. Configure the routing information into the Oracle POS software.
   d. Test the connectivity of Your credit card Service interface software as follows:
      1. Perform up to three measurements of heartbeat (i.e. ping) attempts.
      2. Perform up to three measurements of credit card authorization attempts for each card type.

Your Obligations and Project Assumptions

In addition to the obligations and assumptions stated in Your order, You acknowledge that Oracle’s ability to perform the Services depends upon Your fulfillment of the following obligations and the following project assumptions:

1. **Your Obligations**
   a. Install Your Oracle POS software prior to the commencement of Services.
   b. Purchase the required credit card service processor interface software interface prior to the commencement of Services.
   c. Provide Oracle access to Your site, including access to Your Oracle POS applications, required for the performance of Services.
   d. Provide dummy (i.e. test) credit card data to test the authorization attempts.
   e. Complete the applicable merchant setup form prior to the commencement of Services.
   f. Complete required activities defined in the pre-installation list of requirements prior to the commencement of Services.
   g. Acquire, install and maintain the necessary hardware configured to the specifications outlined in the pre-installation guide.
   h. Oracle shall not seek, and You shall not provide, any access to credit card data unless agreed to by the parties in an amendment to this order. In such case, the parties shall specify which controls are applicable to Oracle’s performance of the Services and what specific measures Oracle shall take to address the controls.
   i. If remote Services are required, in order for Oracle to perform Services under this order, You will provide a virtual private network ("VPN") access to Your systems through a network connection You create between Oracle and Your systems.
   ii. You are responsible for ensuring that (i) Your network and systems comply with specifications Oracle provides, (ii) all components of Your Oracle software environment are accessible through the VPN, and (iii) the VPN is installed in a timely manner for Oracle to perform the Services.
iii. You are responsible for acquiring and maintain any equipment and performing any labor and/or activities necessary to set-up and maintain network connectivity at and to Your Oracle environment.

iv. You will provide and maintain user accounts for, and access to, the VPN for the Oracle team members, including but not limited to, Oracle’s onsite remote and offshore resources.

If Your VPN client software and/or VPN infrastructure fails to allow Oracle access to perform Services under this order, You agree to pay for any increased costs resulting from Your failure. Oracle will prepare an amendment to this order for the change in the Services and fees resulting from such failure. If You do not review and approve such amendment within five (5) days after Your receipt thereof, Oracle may terminate its performance of Services under this order.

2. **Project Assumptions**
   a. All communications and documentation will be in mutually agreed upon language.
   b. The Services are designed to go-live in the production Services environment at one time. Multiple or staged go-lives are not included in the Services.
   c. Development of a new application interface is not included in the Services.
   d. Configuration of or training on third party applications is not included in the Services.
   e. The Services above will be performed either by onsite delivery resources or remotely and do not include physical hardware installation or any other Services not expressly identified herein.
   f. Assistance with network troubleshooting is not included in this Service.
Oracle Hospitality Credit Card On Premise POS Gateway Change of Service for Merchant Link
Part Number: B80832

Description of Services

You have ordered the following Services related to the configuration of Your Oracle Hospitality Food and Beverage Point of Sale (“POS”) software to connect to Your Merchant Link credit card processor:

1. **Software Configuration Installation Services**
   a. Conduct a call that is up to one (1) hour in duration which may be attended by designated members of Your team to confirm what Your existing credit card service processor (“existing credit card service processor”) will be changed to (“new credit card service processor”) and what the version of Your Oracle Hospitality Food and Beverage POS software is.
   b. Remotely connect to Your Oracle Hospitality Food and Beverage POS software to update the Merchant Link identifications.
   c. Test the connectivity of Your Oracle Hospitality Food and Beverage POS software and Merchant Link credit card service processor as follows:
      i. Perform a connectivity (i.e. ping) test between Your Oracle Hospitality Food and Beverage POS application and the new credit card service processor.
      ii. Perform up to three measurements of credit card authorization attempts.

Your Obligations and Project Assumptions

In addition to the obligations and assumptions stated in Your order, You acknowledge that Oracle’s ability to perform the Services depends upon Your fulfillment of the following obligations and the following project assumptions:

1. **Your Obligations**
   a. Install Your Oracle Hospitality Food and Beverage POS software prior to the commencement of Services.
   b. Complete the applicable food and beverage merchant form prior to the commencement of Services.
   c. Provide dummy (i.e. test) credit card data to test the authorization attempts.
   d. Provide Oracle access to Your site, including access to Your Oracle Hospitality Food and Beverage POS applications, required for the performance of Services.
   e. Acquire, install and maintain the necessary server or applicable hardware configured to the specifications outlined in the hardware sizing guide.
   f. Complete required activities defined in the Oracle Hospitality Food and Beverage pre-installation list of requirements prior to the commencement of Services.
   g. Oracle shall not seek, and You shall not provide, any access to credit card data unless agreed to by the parties in an amendment to this order. In such case, the parties shall specify which controls are applicable to Oracle’s performance of the Services and what specific measures Oracle shall take to address the controls.
   h. In order for Oracle to perform Services under this order, You will provide a virtual private network (“VPN”) access to Your systems through a network connection You create between Oracle and Your systems.
i. You are responsible for ensuring that (i) Your network and systems comply with specifications Oracle provides, (ii) all components of Your Oracle software environment are accessible through the VPN, and (iii) the VPN is installed in a timely manner for Oracle to perform the Services.

ii. You are responsible for acquiring and maintain any equipment and performing any labor and/or activities necessary to set-up and maintain network connectivity at and to Your Oracle environment.

iii. You will provide and maintain user accounts for, and access to, the VPN for the Oracle team members, including but not limited to, Oracle’s onsite remote and offshore resources.

If Your VPN client software and/or VPN infrastructure fails to allow Oracle access to perform Services under this order, You agree to pay for any increased costs resulting from Your failure. Oracle will prepare an amendment to this order for the change in the Services and fees resulting from such failure. If You do not review and approve such amendment within five (5) days after Your receipt thereof, Oracle may terminate its performance of Services under this order.

2. Project Assumptions
   a. All communications and documentation will be in mutually agreed upon language.
   b. The Services are designed to go-live in the production Services environment at one time. Multiple or staged go-lives are not included in the Services.
   c. Development of a new application interface is not included in the Services.
   d. Configuration or training of third party applications is not included in the Services.
   e. The Services above will be performed remotely and do not include physical hardware installation or any other Services not expressly identified herein.
   f. Assistance with network troubleshooting is not included in this Service.
Oracle Hospitality Food and Beverage Implementation Site Inspection - Per Hour
Part Number: B83491

Description of Services

You have ordered the quantity of hours identified in Your order of Oracle Hospitality Food and Beverage Implementation Site Inspection (“Total Hours”) related to Your Oracle Hospitality Food and Beverage deployment(s), which Services may include assistance with any of the following:

1. Consulting Services
   a. Review with You the alternating current (“AC”) power requirements for implementing Oracle Hospitality Food and Beverage Point of Sale (“POS”) applications.
   b. Confirm network cables have been installed and terminated near hardware placement for Oracle Hospitality Food and Beverage POS products.
   c. Test Your network connectivity and validate ports and Oracle URL is accessible for Oracle Hospitality Food and Beverage products, including Point of Sale, iCare, MyMicros, MyInventory, and MyLabor.
   d. Review whether Your device locations are ready for hardware placement, such as brackets, mounts, holes for cables and power cords, for Oracle Hospitality Food and Beverage Point of Sale products.
   e. Review whether site contains shelving and rack systems to accommodate back office server(s) if included in configuration.
   f. Provide to You a Report-of-Findings checklist, describing Your site’s deficiencies, as identified by Oracle.

Your Obligations and Project Assumptions

In addition to the obligations and assumptions stated in Your order, You acknowledge that Oracle’s ability to perform the Services depends upon Your fulfillment of the following obligations and the following project assumptions:

1. Your Obligations
   a. Review and prepare Your environment per Oracle’s Site Preparation Guidelines available at the following link:
      https://mosemp.us.oracle.com/eptms/main/downloadattachmentprocessor?attachid=2067935.1%3A
      SITE_INSPECTION_FORM&docType=HOWTO&action=download
      Site Preparation Guidelines will also be emailed to Your primary implementation contact.
   b. Provide a device location map showing planned site layout.
   c. The installation, termination, and certification of network cabling and/or wireless local area network (“LAN”) are Your responsibility and/or Your contractor.
   d. Provide any notices and obtain any consent required for Oracle to perform Services.
   e. Provide complete and accurate information to Oracle regarding the hardware, including, without limitation, the serial number for the hardware, where applicable.
   f. Prior to the commencement of Services, inform Oracle of any equipment or environment modifications that may affect Oracle’s performance of the Services.
   g. Confirm that Your power supply is in accordance with industry standards, using industry standard electrical/receptacle connectors power supply(ies) as required by Oracle.
   h. Install cables in a manner which does not pose potential safety hazards, and confirm that all cable connections are located within a reasonable proximity of the hardware to be connected.
   i. Upon Oracle’s request, schedule Your information technology resource to be onsite to work with the on-site Oracle resource.
   j. At Oracle’s request, provide to Oracle Your in-house cable labeling guide for the hardware to be installed.
   k. All required Oracle approved cables must be provided and placed by You prior to the site inspection.

2. Project Assumptions
a. All communications and documentation will be in a mutually agreed upon language.
b. The Services cover a single site inspection walk through. In no event is staged, hardware placement or managed roll-out installation included in the Services.
c. Network, domain name system (“DNS”) or wireless changes are not included in the Services.
d. Troubleshooting of deficiencies found is not included in the Services.
Oracle Hospitality Food and Beverage Consulting Professional Services - per Hour
Part Number: B83492, B87974 (Extended Hours), B87982 (Weekend/Holiday Hours)

Description of Services

You have ordered the quantity of hours identified in Your order of Oracle Hospitality Food and Beverage Consulting Professional Services ("Total Hours") related to Your Oracle Hospitality Food and Beverage deployment(s), which Services may include assistance with any of the following:

1. Software Application Configuration and Operational Review
   a. Review and configure Your business rules and operational standards.
   b. Review and configure application parameters.
   c. Review and configure users/granting permissions.
   d. Review and configure screen designs.
   e. Enable or modify features.
   f. Review and configure Your needs and advise on a deployment path.

Your Obligations and Project Assumptions

In addition to the obligations and assumptions stated in Your order, You acknowledge that Oracle’s ability to perform the Services depends upon Your fulfillment of the following obligations and the following engagement assumptions:

1. Your Obligations
   a. Provide Oracle access to Your site required for the performance of Services.
   b. Provide Oracle access to Your test environment required for the performance of Services.
   c. If Services are provided remotely, Oracle resources may provide Services via phone, a customer-specific web portal (if ordered), and/or electronic communication. You agree that Oracle resources may access Your systems, throughout the performance of Services, using an Oracle defined standard virtual private network ("VPN") or Oracle Web Conference ("OWC"). If a network connection between Oracle and Your systems is required for Oracle resources to perform Services under this order, You will provide access to Oracle as follows:
      i. You are responsible for ensuring that (i) Your network and systems comply with specifications Oracle provides, (ii) all components of Your Oracle software environment are accessible through the VPN, and (iii) the VPN is installed in a timely manner for Oracle to perform the Services.
      ii. You are responsible for acquiring and maintaining any equipment and performing any labor and/or activities necessary to set-up and maintain network connectivity at and to Your Oracle environment.
      iii. You will provide and maintain user accounts for, and access to, the VPN for the Oracle team members, including but not limited to, Oracle’s onsite remote and offshore resources.

Oracle is not responsible for network connections or for issues, problems or conditions arising from or related to network connections, such as bandwidth issues, excessive latency, network outages, and/or any other conditions that are caused by an internet service provider, or the network connection. If Your VPN client software and/or VPN infrastructure fails to allow Oracle access to perform Services under this order, You agree to pay for any increased costs resulting from Your failure. Oracle will prepare an amendment to this order for the change in the Services and fees resulting from such failure. If You do not review and approve such amendment within five (5) days after Your receipt thereof, Oracle may terminate its performance of Services under this order.

2. Project Assumptions
   a. All communications and documentation will be in mutually agreed upon language.
b. Configuration or training of third party applications is not included in the Services.

c. The Services above will be performed either by onsite delivery resources or remotely and do not include physical hardware installation.

d. Project management is not included in the Services.

e. Oracle may deliver Services during the following work shifts as specified in Your order:
   
i. “Standard Business Hours” Hours between 8:00 am and 5:00 pm in the time zone of Your site and/or location the services are to be performed at.
   
ii. “Extended Business Hours” Hours between 5:01 pm and 8:00 am in the time zone of Your site and/or location the services are to be performed at.
   
iii. “Weekend” Hours beginning on Saturday 8:01 am in the time zone of Your site and/or location the services are to be performed at and ending on Monday at 7:59 am.
   
iv. “Holiday” Hours at any time on any public holiday (as authorized by applicable law) in the time zone of Your site and/or location the services are to be performed at.
Oracle Hospitality Food and Beverage Professional Services and Consulting - per Hour
Part Number: B85443, B87975 (Extended Hours), B87983 (Weekend/Holiday Hours)

Description of Services

You have ordered the quantity of hours identified in Your order of Oracle Hospitality Food and Beverage Professional Services and Consulting (“Total Hours”) related to Your Oracle Hospitality Food and Beverage deployment(s), which Services may include assistance with any of the following:

1. **Software Application Configuration and Operational Review**
   a. Review and configure Your business rules and operational standards.
   b. Review and configure application parameters.
   c. Review and configure users/granting permissions.
   d. Review and configure screen designs.
   e. Enable or modify features.
   f. Review and configure Your needs and advise on a deployment path.
   g. Assess and make recommendations on system optimization and architectural structure/deployment.

Your Obligations and Project Assumptions

In addition to the obligations and assumptions stated in Your order, You acknowledge that Oracle’s ability to perform the Services depends upon Your fulfillment of the following obligations and the following engagement assumptions:

1. **Your Obligations**
   a. Provide Oracle access to Your Food and Beverage site required for the performance of Services.
   b. Provide Oracle access to Your test environment required for the performance of Services.
   c. Perform all data entry.
   d. If remote Services are required, in order for Oracle to perform Services under this order, You will provide a virtual private network (“VPN”) access to Your systems through a network connection You create between Oracle and Your systems.
      i. You are responsible for ensuring that (i) Your network and systems comply with specifications Oracle provides, (ii) all components of Your Oracle software environment are accessible through the VPN, and (iii) the VPN is installed in a timely manner for Oracle to perform the Services.
      ii. You are responsible for acquiring and maintain any equipment and performing any labor and/or activities necessary to set-up and maintain network connectivity at and to Your Oracle environment.
      iii. You will provide and maintain user accounts for, and access to, the VPN for the Oracle team members, including but not limited to, Oracle’s onsite remote and offshore resources.

If Your VPN client software and/or VPN infrastructure fails to allow Oracle access to perform Services under this order, You agree to pay for any increased costs resulting from Your failure. Oracle will prepare an amendment to this order for the change in the Services and fees resulting from such failure. If You do not review and approve such amendment within five (5) days after Your receipt thereof, Oracle may terminate its performance of Services under this order.

2. **Project Assumptions**
   a. All communications and documentation will be in mutually agreed upon language.
   b. Oracle will provide a list of requirements that must be implemented by You in preparation of the project.
   c. Data migration from an external Food and Beverage management system is not included in the Services.
d. Configuration, review or training on third party applications is not included in the Services.

e. The Services above will be performed either by onsite delivery resources or remotely and do not include physical hardware installation.

f. Project management is not included in the Services.

g. Oracle may deliver Services during the following work shifts as specified in Your order:
   i. “Standard Business Hours” Hours between 8:00 am and 5:00 pm in the time zone of Your site and/or location the services are to be performed at.
   ii. “Extended Business Hours” Hours between 5:01 pm and 8:00 am in the time zone of Your site and/or location the services are to be performed at.
   iii. “Weekend” Hours beginning on Saturday 8:01 am in the time zone of Your site and/or location the services are to be performed at and ending on Monday at 7:59 am.
   iv. “Holiday” Hours at any time on any public holiday (as authorized by applicable law) in the time zone of Your site and/or location the services are to be performed at.
Oracle Hospitality Food and Beverage POS Software Recovery Services

Part Number: B86081

Description of Services

You have ordered Oracle Hospitality Food and Beverage POS Software Recovery Services for Your Oracle Hospitality system. The services period will commence on Your order’s signature date, unless otherwise stated in Your order, and will continue for a twelve (12) month period (“Software Recovery Services Period”).

During the Software Recovery Services Period, up to twice annually, Oracle will use commercially reasonable efforts to restore Your Oracle Point of Sale (“POS”) system on one of Your Oracle back office servers by assisting with any of the following:

1. Reconfigure Your Oracle back office server using Your copy of the Oracle back office server image files;
2. Reload Your Oracle software applications and interfaces; and
3. Reload Your POS database and sales history files.

Your Obligations and Project Assumptions

In addition to the obligations and assumptions stated in Your order, You acknowledge that Oracle’s ability to perform the services depends upon Your fulfillment of the following obligations and the following assumptions:

1. **Your Obligations**
   a. Provide Oracle with access to Your Food and Beverage facility required for the performance of services.
   b. Provide secure storage for and provide the Oracle resource(s) with a working copy of Your Oracle back office server image files.
   c. Establish and maintain a secure process for creating, backing up and storing daily copies of the Oracle application(s), database and sales history files.
   d. Verify that Your daily back up routines are properly being performed each day.
   e. Provide physical care and storage of the device used to store the MICROS back office server image, Oracle application(s), database and history files (e.g. – an external USB bootable hard drive).
   f. License, install and maintain a current version of Your Oracle POS application(s), operating system and anti-virus software on Your Oracle back office server.
   g. In addition to fees set forth in this order, You agree to reimburse Oracle for travel and out-of-pocket expenses related to providing any on-site Services.
   h. In order for Oracle to perform the Services under this order, You will allow remote support agent based access, or provide virtual private network (“VPN”) access to Your systems through a network connection You create between Oracle and Your systems.
   i. You are responsible for ensuring that (i) Your network and systems comply with specifications Oracle provides, (ii) all components of Your Oracle software environment are accessible through the connection, and (iii) the connection is installed in a timely manner for Oracle to perform the Services.
   ii. You are responsible for acquiring and maintain any equipment and performing any labor and/or activities necessary to set-up and maintain network connectivity at and to Your Oracle environment.
   iii. You will provide and maintain user accounts for, and access to, the VPN for the Oracle team members, including but not limited to, Oracle’s onsite remote and offshore resources.

If Your VPN client software and/or VPN infrastructure fails to allow Oracle access to perform Services under this order, You agree to pay for any increased costs resulting from Your failure. Oracle will prepare an amendment to this order for the change in the Services and fees resulting from such failure. If You do not
review and approve such amendment within five (5) days after Your receipt thereof, Oracle may terminate its performance of Services under this order.

2. Project Assumptions
   a. All communications and documentation will be in the mutually agreed upon language.
   b. The services above will be performed either by an on-site and/or remote delivery resources.
   c. Additional fees will be required if (i) You do not have a working copy of Your Oracle back office server image and/or Your Oracle POS database and history files and (ii) there are delays caused by You or Your third party providers.
   d. This Service only applies to Oracle applications and databases; third party products are not included in this Service.
   e. Physical hardware installation and networking are not included in this Service.
   f. Menu item or program configuration changes are not included in this Service.
   g. Third party software configuration is not included in the services.
   h. Windows operating system password reset is not included in this Service.
   i. Virus or malware removal is not included in this Service.
   j. Application training is not included in the services.

Unused Services

Any services not used within the Software Recovery Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused services. You may not use the fees for any services other than the services stated herein.
Oracle Hospitality Hardware Installation Service – Per Hour
Part Number: B86413

Description of Services

You have ordered the quantity of hours identified in Your order of Oracle Hospitality Hardware Installation Service (“Total Hours”) related to the installation and configuration of the Oracle hardware listed in Your hardware order, as applicable and delivered to You (“hardware”), including the following:

1. Installation Task Planning
   a. Oracle will contact Your designated point of contact to discuss the estimated commencement of Services hereunder.

2. Installation and Configuration
   a. Review and compare the hardware (as appropriate) packing list, the hardware delivered to You, and the hardware listed on Your Oracle Hospitality hardware order.
   b. Unpack the hardware and set packaging material aside for Your disposal.
   c. Conduct a physical review of the hardware for reasonably visible damage and notify You of any such damage.
   d. Install internal and external hardware components specified in the applicable manufacturer manuals (where applicable) included in Your hardware order and delivered to You.
   e. Provide system cable labeling.
   f. Connect industry standard electrical/receptacle power supplies, if applicable.
   g. Oracle may, at Oracle’s discretion, connect the hardware to Your servers and/or network switches, if applicable, subject to the following conditions:
      i. All require Oracle approved cables must be provided by You prior to the time that Oracle is prepared to power up the hardware;
      ii. All required cable connections are located within a reasonable proximity, as determined by Oracle, of the hardware to be connected;
      iii. Cables are installed where no potential safety hazards exist; and
      iv. Under-floor cables will only be installed in a raised floor environment.
   h. Power up the hardware, if applicable.
   i. Configure the hardware in accordance with applicable manufacture’s specifications.
   j. Provide onsite support in production environment following the go-live event, if applicable.
   k. Oracle may, at Oracle’s discretion, apply applicable firmware updates and operating system patches to the hardware.

3. Uninstall
   a. Oracle will disconnect and uninstall hardware scheduled for decommissioning per the guidance provided in Customer Obligations 1.c below, if applicable.

4. Reference Documentation
   a. Oracle will provide You with the following reference documentation (“Reference Documentation”).
      i. The applicable hardware end user manual(s), either as a hardcopy or a link, as made available either by Oracle or third party provider.
      ii. User passwords to the hardware, if applicable.

Your Obligations and Project Assumptions

In addition to the obligations and assumptions stated in Your order, You acknowledge that Oracle’s ability to perform the Services depends upon Your fulfillment of the following obligations and the following project assumptions:
1. **Your Obligations**
   a. Obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of installation Services.
   b. Provide any notices and obtain any consent required for Oracle to perform Services.
   c. Provide complete and accurate information to Oracle regarding the hardware to be installed or uninstalled, including, without limitation, the serial number for the hardware, where applicable.
   d. Prior to the commencement of Services, perform back-up copies of all software and data contained on all hardware systems(s), and within any of Your systems or equipment that may be affected by the Services.
   e. Prior to the commencement of Services, inform Oracle of any equipment or environment modifications that may affect Oracle’s performance of the Services.
   f. Prior to the commencement of Services, complete installation prerequisites and questionnaire where applicable.
   g. Provide Oracle with all applicable and compatible cables prior to the commencement of Services.
   h. Install or have installed cables where no potential safety hazards exists; and ensure all hardware requiring cable connections are located within a reasonable proximity, as determined by Oracle, of the hardware to be connected.
   i. At Oracle’s request, provide to Oracle Your in-house cable labeling guide for the hardware to be installed.
   j. Upon Oracle’s request, schedule Your information technology resource to be onsite to work with the on-site Oracle resource.
   k. Prior to commencement of Services, ensure Your power supply is in accordance with industry standards and You will ensure that the property where the hardware requiring connectivity to a power supply has industry standard electrical/receptacles connectors as required by Oracle or original equipment manufacturer vendor.
   l. Dispose the packaging material set aside by Oracle.
   m. Dispose of any decommissioned hardware in accordance with applicable laws.

2. **Project Assumptions**
   a. The hardware to be installed will be at Your designated installation site prior to the commencement of Services.
   b. All communications and documentation will be in English.
   c. The Services cover a single installation of the hardware. In no event is staged or managed roll-out installation included in the Services.
   d. You acknowledge and agree that failure to complete Your customer prerequisites and/or the questionnaire prior to the agreed installation date may cause delay in Services delivery.
   e. Network, domain name system or wireless changes are not included in the Services.
   f. You acknowledge and agree that the performance of Services is contingent upon the hardware being undamaged and including all the relevant components. In the event Oracle is unable to perform the Services because the hardware is damaged or components were not delivered, Oracle will work with You to determine an appropriate course of action.
   g. Oracle will determine, in its sole discretion, which firmware updates and/or operating system patches will be used to address the hardware requirements.
   h. Oracle will not connect any electrical power supplies, or perform any other electrical work that, in Oracle’s sole opinion, should be performed by a licensed electrician.
   i. Project management is not included in the Services.
   j. Site planning is not included in the Services.
   k. Installations of cables that must pass through ceilings or walls are not included in the Services.
   l. Training is not included in the Services.
   m. The following are expressly excluded from the scope of Services:
      i. Technical support for the hardware; and
      ii. Fixes, replacements and back up for hardware that will be uninstalled.
Oracle Hospitality Food and Beverage Interface Update and Recovery Services

The below service description is written for the following part numbers:
Oracle Hospitality Food and Beverage Interface Update and Recovery Services – Third Party Gift and Loyalty B86858
Oracle Hospitality Food and Beverage Interface Update and Recovery Services – Third Party Sales and Inventory B86859
Oracle Hospitality Food and Beverage Interface Update and Recovery Services - Third Party Enterprise Sales and Inventory B86860
Oracle Hospitality Food and Beverage Interface Update and Recovery Services - Payroll Export B86861
Oracle Hospitality Food and Beverage Interface Update and Recovery Services - PMS and Third Party Posting B86862
Oracle Hospitality Food and Beverage Interface Update and Recovery Services - Education B86863
Oracle Hospitality Food and Beverage Interface Update and Recovery Services - Gaming B86864

Description of Services

You have ordered Oracle Hospitality Food and Beverage Interface Update and Recovery Services for Your Oracle Hospitality Products for a single location. The services period will commence on the date of Your order and will continue for a twelve (12) month period (“Recovery Term”).

During the Recovery Term, up to twice annually, Oracle will use commercially reasonable efforts to restore currently configured functionality to Your interface on Your Oracle Point of Sale (“POS”) software by assisting with any of the following:

1. Re-install and configure a single interface and supporting files onto Your existing POS software and dependent third-party software.
2. Diagnose and assist with restoring functionality to the interface after You have upgraded Your POS software within a major version of the POS software.

Your Obligations and Project Assumptions

In addition to the obligations and assumptions stated in Your order, You acknowledge that Oracle’s ability to perform the Services depends upon Your fulfillment of the following obligations and the following assumptions:

1. **Your Obligations**
   a. Maintain the properly configured hardware/operating system platform to support the Services.
   b. Obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of Services.
   c. Maintain annual technical support for the Oracle software and hardware under separate contract throughout the term of the Services.
   d. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
   e. Provide any notices, and obtain any consents, required for Oracle to perform Services.
   f. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
   g. If while performing Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
   h. Develop necessary end user documentation, including, but not limited to, specific business practices and data examples documentation, and organization/end-user specific policies and procedures.
   i. Be responsible for addressing and resolving functional and/or compatibility issues, in Your environments, that are not expressly included in the Services to be performed by Oracle.
   j. Perform all data entry.
   k. In order for Oracle to perform Services under this order, You will provide a virtual private network (“VPN”) access to Your systems through a network connection You create between Oracle and Your systems.
i. You are responsible for ensuring that (i) Your network and systems comply with specifications Oracle provides, (ii) all components of Your Oracle software environment are accessible through the VPN, and (iii) the VPN is installed in a timely manner for Oracle to perform the Services.

ii. You are responsible for acquiring and maintaining any equipment and performing any labor and/or activities necessary to set up and maintain network connectivity at and to Your Oracle environment.

iii. You will provide and maintain user accounts for, and access to, the VPN for the Oracle team members, including but not limited to, Oracle’s onsite remote and offshore resources.

If Your VPN client software and/or VPN infrastructure fails to allow Oracle access to perform Services under this order, You agree to pay for any increased costs resulting from Your failure. Oracle will prepare an amendment to this order for the change in the Services and fees resulting from such failure. If You do not review and approve such amendment within five (5) days after Your receipt thereof, Oracle may terminate its performance of Services under this order.

2. Project Assumptions
   a. This Service is offered only for Oracle Hospitality interfaces available from the Oracle Technology Network ("OTN").
   b. All communications and documentation will be in the mutually agreed upon language.
   c. The Services above will be delivered remotely.
   d. Services will be performed during normal local business hours, Monday through Friday, excluding holidays, unless otherwise agreed to by You and Oracle.
   e. Additional fees, under separate contract, will be required if there are delays caused by You or Your third party providers.
   f. If You wish to receive services after the conclusion of the Recovery Term or after performance of two recovery events, You must do so under a separate order.
   g. Anything not expressly listed in the Description of Services is not included in the scope of, or estimated fees for, Services. Services identified as out of scope include, but are not limited to, the following:
      
      i. Installation of POS and/or dependent third party software;
      ii. Configuration of third party software;
      iii. Physical hardware installation and configuration;
      iv. Network configuration changes;
      v. Services required to address changes in third party products;
      vi. Menu item or POS programming; and
      vii. Application or staff training.

Unused Services

Any Services not used within the Recovery Term will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any Services other than the Services stated herein.
Oracle Hospitality Food and Beverage Implementation of Oracle Payment Foundation – Base Install
Part Number: B88258

Description of Services

You have ordered up to three (3) hours of assistance related to the transition, installation, configuration and testing of Your Oracle Hospitality Food and Beverage Implementation of Oracle Payment Foundation (“OPF”) software to connect to Your new payment system credit card services processor (“new 3rd party provider”).

Software Installation Configuration Services

1. Conduct a preliminary conference call for up to one (1) hour in duration to discuss the following:
   a. Identify Your current version of the OPF;
   b. Determine whether You have any outstanding transactions that must be cleared prior to the commencement of the Services set forth herein; if there are outstanding transactions that must be cleared, Oracle will assist You for up to thirty (30) minutes to batch and settle such outstanding transactions. In the event that the batch and settling process exceeds thirty (30) minutes, You shall be required to order additional services to guarantee that all outstanding transactions have been cleared before continuing with these Services.
   c. Confirm that You want to transition from Your existing payment system credit card processor to a new 3rd party provider; and
   d. Review the steps for the Services set forth below.
2. Connect to Your OPF software, install and configure Your OPF software for processing of credit card transactions through Your new 3rd party provider.
3. Connect Your OPF software to Your new 3rd party provider.
4. Test the connectivity of Your OPF software and Your new 3rd party provider as follows:
   a. Perform a connectivity (i.e. ping) test between Your OPF software and the new 3rd party provider.
   b. Run up to three test transactions of credit card authorization attempts for manual, chip, and swipe entry methods.

Your Obligations and Project Assumptions

In addition to the obligations and assumptions stated in Your order, You acknowledge that Oracle’s ability to perform the Services depends upon Your fulfillment of the following obligations and the following project assumptions:

1. Your Obligations
   a. Install Your Oracle Hospitality Food and Beverage Point of Sale (“POS”) software prior to the commencement of Services.
   b. Acquire an agreement with the new 3rd party provider prior to the commencement of Services.
   c. Provide test credit card data to test the authorization attempts.
   d. Maintain network connectivity between Your OPF and the new 3rd party provider.
   e. Provide dedicated IP addresses for the payment devices to be configured.
   f. Maintain the properly configured hardware/operating system platform to support the Services.
   g. Oracle shall not seek, and You shall not provide, any access to any real credit card data.
   h. You agree that Oracle resources may access Your systems, throughout the performance of services, using an Oracle defined standard virtual private network (VPN) or Oracle Web Conference (OWC). If a network connection between Oracle and Your systems is required for Oracle resources to perform services under this order, You will provide access to Oracle as follows:
i. You are responsible for ensuring that (i) Your network and systems comply with specifications Oracle provides, (ii) all components of Your Oracle software environment are accessible through the VPN, and (iii) the VPN is installed in a timely manner for Oracle to perform the Services.

ii. You are responsible for acquiring and maintaining any equipment and performing any labor and/or activities necessary to set-up and maintain network connectivity at and to Your Oracle environment.

iii. You will provide and maintain user accounts for, and access to, the VPN for the Oracle team members, including but not limited to, Oracle’s onsite remote and offshore resources.

Oracle is not responsible for network connections or for issues, problems or conditions arising from or related to network connections, such as bandwidth issues, excessive latency, network outages, and/or any other conditions that are caused by an internet service provider, or the network connection. If Your VPN client software and/or VPN infrastructure fails to allow Oracle access to perform services under this order, You agree to pay for any increased costs resulting from Your failure. Oracle will prepare an amendment to this order for the change in the services and fees resulting from such failure. If You do not review and approve such amendment within five (5) days after Your receipt thereof, Oracle may terminate its performance of services under this order.

2. Project Assumptions
   a. Oracle resources may provide services via phone, a customer-specific web portal (if ordered), and/or electronic communication.
   b. All communications and documentation will be in English.
   c. The Services will be delivered in a single session.
   d. The following are not part of this Service and are considered out of scope:
      i. Development of a new application interface;
      ii. Configuration or training of third party applications;
      iii. Network troubleshooting;
      iv. Changes to workstations and POS workflow;
      v. Application training; or
      vi. Any other Services not expressly identified herein.
Oracle Hospitality Food and Beverage Implementation of Oracle Payment Foundation – up to 5 Payment Devices
Part Number: B88259

Description of Services

You have ordered up to two (2) hours of assistance related to the transition, installation, configuration and testing of Your Oracle Hospitality Food and Beverage Implementation of Oracle Payment Foundation (“OPF”) software to connect to Your new payment system credit card services processor (“new 3rd party provider”) for up to five payment devices.

Software Installation Configuration Services

1. Conduct a preliminary conference call for up to one (1) hour in duration to discuss the following:
   a. Identify Your current version of the OPF;
   b. Determine whether You have any outstanding transactions that must be cleared prior to the commencement of the Services set forth herein; if there are outstanding transactions that must be cleared, Oracle will assist You for up to thirty (30) minutes to batch and settle such outstanding transactions. In the event that the batch and settling process exceeds thirty (30) minutes, You shall be required to order additional services to guarantee that all outstanding transactions have been cleared before continuing with these Services.
   c. Confirm that You want to transition from Your existing payment system credit card processor to a new 3rd party provider; and
   d. Review the steps for the Services set forth below.
2. Connect to Your OPF software, install and configure Your OPF software for processing of credit card transactions through Your new 3rd party provider for up to five payment devices.
3. Connect Your OPF software to Your new 3rd party provider.
4. Test the connectivity of Your OPF software and Your new 3rd party provider as follows:
   a. Perform a connectivity (i.e. ping) test between Your OPF software and the new 3rd party provider.
   b. Run up to three test transactions of credit card authorization attempts for manual, chip, and swipe entry methods.

Your Obligations and Project Assumptions

In addition to the obligations and assumptions stated in Your order, You acknowledge that Oracle’s ability to perform the Services depends upon Your fulfillment of the following obligations and the following project assumptions:

1. Your Obligations
   a. Install Your Oracle Hospitality Food and Beverage Point of Sale (“POS”) software prior to the commencement of Services.
   b. Acquire an agreement with the new 3rd party provider prior to the commencement of Services.
   c. Provide test credit card data to test the authorization attempts.
   d. Maintain network connectivity between Your OPF and the new 3rd party provider.
   e. Provide dedicated IP addresses for the payment devices to be configured.
   f. Maintain the properly configured hardware/operating system platform to support the Services.
   g. Oracle shall not seek, and You shall not provide, any access to any real credit card data.
   h. You agree that Oracle resources may access Your systems, throughout the performance of services, using an Oracle defined standard virtual private network (VPN) or Oracle Web Conference (OWC). If a network connection between Oracle and Your systems is required for Oracle resources to perform services under this order, You will provide access to Oracle as follows:
i. You are responsible for ensuring that (i) Your network and systems comply with specifications Oracle provides, (ii) all components of Your Oracle software environment are accessible through the VPN, and (iii) the VPN is installed in a timely manner for Oracle to perform the Services.

ii. You are responsible for acquiring and maintaining any equipment and performing any labor and/or activities necessary to set-up and maintain network connectivity at and to Your Oracle environment.

iii. You will provide and maintain user accounts for, and access to, the VPN for the Oracle team members, including but not limited to, Oracle’s onsite remote and offshore resources.

Oracle is not responsible for network connections or for issues, problems or conditions arising from or related to network connections, such as bandwidth issues, excessive latency, network outages, and/or any other conditions that are caused by an internet service provider, or the network connection. If Your VPN client software and/or VPN infrastructure fails to allow Oracle access to perform services under this order, You agree to pay for any increased costs resulting from Your failure. Oracle will prepare an amendment to this order for the change in the services and fees resulting from such failure. If You do not review and approve such amendment within five (5) days after Your receipt thereof, Oracle may terminate its performance of services under this order.

2. Project Assumptions

1. All communications and documentation will be in English
2. The Services will be delivered in a single session.
3. The following are not part of this Service and are considered out of scope:
   i. Development of a new application interface;
   ii. Configuration or training of third party applications;
   iii. Network troubleshooting;
   iv. Changes to workstations and POS workflow;
   v. Application training; or
   vi. Any other Services not expressly identified herein.
**Oracle Hospitality Food and Beverage Software Recovery Services for Functional Help Desk**

**Part Number: B88479**

**Description of Services**

You have ordered Oracle Hospitality Food and Beverage Software Recovery Services for Functional Help Desk Your Oracle Hospitality system. The services period will commence on Your order’s signature date, unless otherwise stated in Your order, and will continue for a twelve (12) month period (“Software Recovery Services Period”).

During the Software Recovery Services Period, up to twice annually, Oracle will use commercially reasonable efforts to restore Your Oracle Point of Sale ("POS") system on one of Your Oracle back office servers by assisting with any of the following:

1. Reconfigure Your Oracle back office server using Your copy of the Oracle back office server image files;
2. Reload Your Oracle software applications and interfaces; and
3. Reload Your POS database and sales history files.

**Your Obligations and Project Assumptions**

In addition to the obligations and assumptions stated in Your order, You acknowledge that Oracle’s ability to perform the services depends upon Your fulfillment of the following obligations and the following assumptions:

1. **Your Obligations**
   a. Provide Oracle with access to Your Food and Beverage facility required for the performance of services.
   b. Provide secure storage for and provide the Oracle resource(s) with a working copy of Your Oracle back office server image files.
   c. Establish and maintain a secure process for creating, backing up and storing daily copies of the Oracle application(s), database and sales history files.
   d. Verify that Your daily back up routines are being performed properly each day.
   e. Provide physical care and storage of the device used to store the MICROS back office server image, Oracle application(s), database and history files (e.g. – an external USB bootable hard drive).
   f. License, install and maintain a current version of Your Oracle POS application(s), operating system and anti-virus software on Your Oracle back office server.
   g. Contract and maintain Oracle Functional Help Desk Annual Services for all Oracle hardware and software supporting Your POS systems.
   h. In addition to fees set forth in this order, You agree to reimburse Oracle for travel and out-of-pocket expenses related to providing any on-site Services.
   i. You agree that Oracle resources may access Your systems, throughout the performance of services, using an Oracle defined standard virtual private network (VPN) or Oracle Web Conference (OWC). If a network connection between Oracle and Your systems is required for Oracle resources to perform services under this order, You will provide access to Oracle as follows:
      i. You are responsible for ensuring that (i) Your network and systems comply with specifications Oracle provides, (ii) all components of Your Oracle software environment are accessible through the VPN, and (iii) the VPN is installed in a timely manner for Oracle to perform the Services.
      ii. You are responsible for acquiring and maintaining any equipment and performing any labor and/or activities necessary to set-up and maintain network connectivity at and to Your Oracle environment.
      iii. You will provide and maintain user accounts for, and access to, the VPN for the Oracle team members, including but not limited to, Oracle’s onsite remote and offshore resources.
Oracle is not responsible for network connections or for issues, problems or conditions arising from or related to network connections, such as bandwidth issues, excessive latency, network outages, and/or any other conditions that are caused by an internet service provider, or the network connection. If Your VPN client software and/or VPN infrastructure fails to allow Oracle access to perform services under this order, You agree to pay for any increased costs resulting from Your failure. Oracle will prepare an amendment to this order for the change in the services and fees resulting from such failure. If You do not review and approve such amendment within five (5) days after Your receipt thereof, Oracle may terminate its performance of services under this order.

2. Project Assumptions
   a. All communications and documentation will be in the mutually agreed upon language.
   b. The services above will be performed either by an on-site and/or remote delivery resources.
   c. Additional fees will be required if (i) You do not have a working copy of Your Oracle back office server image and/or Your Oracle POS database and history files and (ii) there are delays caused by You or Your third party providers.
   d. This Service only applies to Oracle applications and databases; third party products are not included in this Service.
   e. Physical hardware installation and networking are not included in this Service.
   f. Menu item or program configuration changes are not included in this Service.
   g. Third party software configuration is not included in the services.
   h. Windows operating system password reset is not included in this Service.
   i. Virus or malware removal is not included in this Service.
   j. Application training is not included in the services.

Unused Services

Any services not used within the Software Recovery Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused services. You may not use the fees for any services other than the services stated herein.
Oracle Hospitality Food and Beverage EMM Services for Simphony – Introductory
Part Number B88655

Description of Services

Oracle will provide You with the following Services for Your centrally maintained Oracle Hospitality Simphony, version 2, enterprise database (the “Enterprise Application(s)”) during the Service Period (defined below):

1. **Configuration of Your Enterprise Application(s).**
   b. Configure the following Simphony features:
      i. Menu updates, which will consist of the following (collectively, “Simphony Menu Updates”):
         1. Menu items;
         2. Menu item prices;
         3. Condiments;
         4. Combo meals;
         5. Combo meal side groups;
         6. Conversational ordering module (“COM”) menu items;
         7. Menu item classes;
         8. Print classes;
         9. Barcodes; and
         10. User interface element.

2. **Enterprise Menu Management (“EMM”) Service Request Services.**
   a. Subject to Section B.2 below, Oracle will process service requests (individually, an “EMM Request”, or “EMM Service Request” or “EMM SR”, and collectively “EMM Service Requests” or “EMM SRs”) to provide Changes (defined below) to the Enterprise Application(s) as set forth below:
      i. Upon receipt of the EMM SR, Oracle will review the request and contact You, if necessary, to clarify requirements and also confirm anticipated deployment dates, if any, of any Changes to the Enterprise Application(s).
      ii. If the EMM SR is determined by Oracle to be outside the scope of Services, the EMM SR will be closed as out of scope and Oracle will have no further obligation with respect to such EMM SR.
      iii. Oracle shall assign an EMM SR Level, as defined below in Section B.2 to every active EMM SR based on the quantity of Changes.
      iv. Oracle shall add the EMM SR to the work schedule.
      v. If there are multiple active EMM SRs, Oracle will use reasonable efforts, where possible, to allocate the workflow according to Your stated preference; however, Oracle maintains sole discretion in determining ultimate workflow allocation;
      vi. Oracle will work on an open EMM SR until one of the following occurs:
         1. The agreed upon Changes have been applied and verified by You;
         2. Oracle has determined that no further action will be taken on the EMM SR; or
         3. Both You and Oracle agree to close the EMM SR.

b. **EMM Service Request Levels.**
   i. Service request levels and objectives are defined as follows (hereinafter, “EMM Service Request Level(s)” and “EMM Service Request Level Objective(s)” respectively):
EMM Service Request Level | Definition of EMM Service Request Level | EMM Service Request Level Objectives *
--- | --- | ---
Level 4 Change | Up to 10 total Changes comprising of Simphony Menu Updates | 2 Working Days

* The EMM Service Request Level Objectives as set forth in this section are subject to Section B.8 (defining “Service Hours”) and B.10 (defining “Working Day”) below and are targeted goals only.

ii. The mix of EMM Service Request Levels for the Enterprise Application(s) hereunder shall not exceed the maximum number of EMM SRs allowed during the Service Period, as set out in the table below.

<table>
<thead>
<tr>
<th>EMM Service Request Level</th>
<th>Maximum Number of EMM SRs/Service Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 4 Change</td>
<td>3 per Service Period</td>
</tr>
</tbody>
</table>

Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any Services. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle’s ability to perform the Services depends upon Your fulfillment of the following obligations and the following project assumptions:

1. Your Obligations
   a. Maintain the properly configured hardware/operating system platform to support the Services.
   b. Obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of Services.
   c. Maintain annual technical support for the Oracle software and hardware under separate contract throughout the term of the Services.
   d. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
   e. Provide any notices, and obtain any consents, required for Oracle to perform Services, including if relevant, those related to the collection, use, processing, transfer and disclosure of personal data.
   f. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
   g. If while performing Services, Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
h. Prior to commencement of Services, You will provide, in writing, a list of representatives authorized to submit EMM SRs, and You shall instruct each such representative that, prior to submitting each EMM SR, s/he must complete a EMM Service Request form with complete and accurate detail, including:
   i. Indicating the date of requested deployment of Changes, ensuring it coincides with the targeted EMM Service Request Level Objectives; and
   ii. Completing the EMM Service Request form(s) (i.e., provide Your configuration requirements), on the form provided to You by Oracle on a spreadsheet.

i. Assign appropriate technical resources for resolution of EMM SRs within the Enterprise Application(s).

j. Provide the appropriate approvals/consents as required to support the performance of Services.

k. Perform all respective testing of Changes to Your Enterprise Application related to the associated EMM Service Request(s).

l. Once Oracle provides You with notice that the Changes are ready to be made to the Enterprise Sites, You shall have three (3) business days to review and test the Changes and provide Oracle with written notice of any deficiencies (“Acceptance Period”). If you do not provide such notice within the Acceptance Period, then Your approval to proceed with deployment of the Changes shall be deemed given at the end of the Acceptance Period and the associated EMM SR will be closed.

m. Any subsequent request by You to add to or in any way adjust a previously submitted EMM SR will be treated as a new EMM SR.

n. Perform software upgrades as required by Oracle to support the performance of Services.

o. Update Your business data in the applications that interface with the Enterprise Application(s), as requested by Oracle, to achieve closure of an EMM Service Request.

p. Use reasonable efforts to notify Oracle’s project manager of a change in Your assigned team members at least five (5) business days prior to the institution of the resource change.

q. You agree that Oracle resources may access Your systems, throughout the performance of Services, using an Oracle defined standard virtual private network (VPN) or Oracle Web Conference (OWC). If a network connection between Oracle and Your systems is required for Oracle resources to perform Services under this order, You will provide access to Oracle as follows:

   i. You are responsible for ensuring that (i) Your network and systems comply with specifications Oracle provides, (ii) all components of Your Oracle software environment are accessible through the VPN, and (iii) the VPN is installed in a timely manner for Oracle to perform the Services.

   ii. You are responsible for acquiring and maintaining any equipment and performing any labor and/or activities necessary to set-up and maintain network connectivity at and to Your Oracle environment.

   iii. You will provide and maintain user accounts for, and access to, the VPN for the Oracle team members, including but not limited to, Oracle’s onsite remote and offshore resources.

Oracle is not responsible for network connections or for issues, problems or conditions arising from or related to network connections, such as bandwidth issues, excessive latency, network outages, and/or any other conditions that are caused by an internet service provider, or the network connection. If Your VPN client software and/or VPN infrastructure fails to allow Oracle access to perform Services under this exhibit, You agree to pay for any increased costs resulting from Your failure. Oracle will prepare an amendment to this exhibit for the change in the Services and fees resulting from such failure. If You do not review and approve such amendment within five (5) days after Your receipt thereof, Oracle may terminate its performance of Services under this order.

2. **Project Assumptions**
   a. Project communication will be in English.
   b. Services will be performed remotely by Oracle.
c. Oracle will provide the Services using Oracle tools and systems including tools for collecting, managing, updating, and presenting information.
d. “Changes” are defined as the addition or update to the configuration features identified in Section A (Configuration of Your Enterprise Application(s)) above. The quantity of Changes that may be requested for each of the features is as defined in Section B.2.A (Service Request Levels) above. As EMM SRs may contain any combination of Changes, Oracle will identify an appropriate EMM Service Level to be assigned to each EMM SR on submission.
e. “Enterprise Sites” are defined as the operational level locations as configured in the Enterprise Application(s).
f. You and Oracle each agree to designate a project manager who shall be responsible for coordinating its activities.
g. You and Oracle each shall direct all inquiries concerning the Services to the other party’s project manager. Your project manager shall have the authority to approve Services on Your behalf. Oracle’s project manager shall have the sole right to exercise direct control and supervision over the work assignments of the consultants.
h. EMM Service Requests will be processed in accordance with the primary service hours, which are Monday through Friday, 9:00am – 5:00pm EST excluding public holidays (“Service Hours”).
i. EMM Service Level Objectives set out in Section B.2.A (Service Request Levels) above are measured during the Service Hours from the time the EMM SR has been assigned to an Oracle resource.
j. A “Working Day” for each EMM SR is defined as any business day during Service Hours when an Oracle resource has such EMM SR, provided that such EMM SR was first assigned to him/her prior to 10:00 am local time on that business day.
k. Oracle will use reasonable efforts to notify You of a change in an assigned Oracle team member at least five (5) business days prior to the institution of the resource change event.
l. The EMM Service Request Level Objectives described in Section B.2.A (Service Request Levels) above are not applicable and will not serve as a guideline as indicated therein where the EMM SR or the delay, as applicable, has one or more of the following attributes, to the extent that such attribute materially affects Oracle’s ability to comply with such objectives:
   i. The EMM SR is submitted by a contact not defined by You in the Work Plan; in such an event, the EMM SR will be rejected and referred back for authorization;
   ii. The EMM SR is submitted in a format outside of the EMM Service Request Procedure as defined in Section B.1 (Enterprise Menu Management (“EMM”) Service Request Services) above;
   iii. The EMM SR, or delay in meeting the EMM Service Request Level Objectives, results from something unrelated to any Services provided by Oracle (e.g. infrastructure You control);
   iv. The EMM SR, or delay in meeting the EMM Service Request Level Objectives, results from a force majeure event;
   v. The EMM SR, or delay in meeting the EMM Service Request Level Objectives, results from a network, power transmission, or telecommunications anomaly;
   vi. The EMM SR, or delay in meeting the EMM Service Request Level Objectives, results from the failure of infrastructure not provided by, or within the sole control of, Oracle;
   vii. The EMM SR, or delay in meeting the EMM Service Request Level Objectives, results from the action, or inaction, of a person or entity not involved with the delivery of Services;
   viii. The EMM SR, or delay in meeting the EMM Service Request Level Objectives, results from Your failure to fulfill Your obligations as set out in Section 2.A (Your Obligations) above; and
   ix. The delay in meeting the EMM Service Request Level Objectives, results from the total number of EMM SRs not being evenly reported throughout the Service Period.
a. On the date that You reach the Maximum Number of EMM SRs/Service Period for the specific EMM Service Request Level as set out in Section B.2.B (Service Request Levels) above ("Ceiling Date"), between the Ceiling Date and the End Date, Oracle will stop processing any additional EMM SRs logged by You at the specific EMM Service Request Level. Contact Your Oracle sales representative to purchase additional Services, under a separate contract.
m. Anything not expressly listed in Section 1 (Description of Services) is not included in the scope of, or
fees for, Services. Items identified as out of scope include, without limitation, the following; the
following is not an exhaustive list:
   i. Custom report development.
   ii. Installation of POS and/or dependent third party software;
   iii. Configuration of third party software;
   iv. Physical hardware installation and configuration;
   v. Network configuration changes;
   vi. Services required to address changes in third party products;
   vii. Custom Report Development; and
   viii. Application or staff training.

Unused Services

The Services will be made available to You beginning on i) the date of Your order if Your Oracle Simphony
deployment(s) are deployed (as determined by Oracle) as of the customer signature date of Your order, or ii) the
date of Your first EMM Service Request submission if Your Oracle Simphony deployments(s) are not deployed (as
determined by Oracle) as of the customer signature date of this order, and for three (3) months thereafter (the
“Service Period”). In the event the maximum number of EMM Service Requests have not been used within the
Service Period, such unused Requests will be automatically forfeited by You, with no further action required of either
party, and You shall not be entitled to any refund, or any credit towards additional or other Services, for any unused
portion of the EMM Service Requests. You may not use the EMM Service Requests for any Services other than
Services described herein for Your Enterprise Application(s).
Oracle Hospitality Food and Beverage EMM Services for Simphony – Bronze
Part Number B88656

Description of Services

Oracle will provide You with the following Services for Your centrally maintained Oracle Hospitality Simphony, version 2, enterprise database (the “Enterprise Application(s)”) during the Service Period (defined below):

1. **Configuration of Your Enterprise Application(s).**
   b. Configure the following Simphony features:
      i. Menu updates, which will consist of the following (collectively, “Simphony Menu Updates”):
         1. Menu items;
         2. Menu item prices;
         3. Condiments;
         4. Combo meals;
         5. Combo meal side groups;
         6. Conversational ordering module (“COM”) menu items;
         7. Menu item classes;
         8. Print classes;
         9. Barcodes; and
         10. User interface element.

2. **Enterprise Menu Management (“EMM”) Service Request Services.**
   a. Subject to Section B.2 below, Oracle will process service requests (individually, an “EMM Request”, or “EMM Service Request” or “EMM SR”, and collectively “EMM Service Requests” or “EMM SRs”) to provide Changes (defined below) to the Enterprise Application(s) as set forth below:
      i. Upon receipt of the EMM SR, Oracle will review the request and contact You, if necessary, to clarify requirements and also confirm anticipated deployment dates, if any, of any Changes to the Enterprise Application(s).
      ii. If the EMM SR is determined by Oracle to be outside the scope of Services, the EMM SR will be closed as out of scope and Oracle will have no further obligation with respect to such EMM SR.
      iii. Oracle shall assign an EMM SR Level, as defined below in Section B.2 to every active EMM SR based on the quantity of Changes.
      iv. Oracle shall add the EMM SR to the work schedule.
      v. If there are multiple active EMM SRs, Oracle will use reasonable efforts, where possible, to allocate the workflow according to Your stated preference; however, Oracle maintains sole discretion in determining ultimate workflow allocation;
      vi. Oracle will work on an open EMM SR until one of the following occurs:
         1. The agreed upon Changes have been applied and verified by You;
         2. Oracle has determined that no further action will be taken on the EMM SR; or
         3. Both You and Oracle agree to close the EMM SR.

   b. **EMM Service Request Levels.**
      i. Service request levels and objectives are defined as follows (hereinafter, “EMM Service Request Level(s)” and “EMM Service Request Level Objective(s)” respectively):
<table>
<thead>
<tr>
<th>EMM Service Request Level</th>
<th>Definition of EMM Service Request Level</th>
<th>EMM Service Request Level Objectives *</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 4 Change</td>
<td>Up to 10 total Changes comprising of Simphony Menu Updates</td>
<td>2 Working Days</td>
</tr>
</tbody>
</table>

* The EMM Service Request Level Objectives as set forth in this section are subject to Section B.8 (defining “Service Hours”) and B.10 (defining “Working Day”) below and are targeted goals only.

ii. The mix of EMM Service Request Levels for the Enterprise Application(s) hereunder shall not exceed the maximum number of EMM SRs allowed during the Service Period, as set out in the table below.

<table>
<thead>
<tr>
<th>EMM Service Request Level</th>
<th>Maximum Number of EMM SRs/Service Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 4 Change</td>
<td>12 per Service Period</td>
</tr>
</tbody>
</table>

Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any Services. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle’s ability to perform the Services depends upon Your fulfillment of the following obligations and the following project assumptions:

1. Your Obligations
   a. Maintain the properly configured hardware/operating system platform to support the Services.
   b. Obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of Services.
   c. Maintain annual technical support for the Oracle software and hardware under separate contract throughout the term of the Services.
   d. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
   e. Provide any notices, and obtain any consents, required for Oracle to perform Services, including if relevant, those related to the collection, use, processing, transfer and disclosure of personal data.
   f. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
   g. If while performing Services, Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
h. Prior to commencement of Services, You will provide, in writing, a list of representatives authorized to submit EMM SRs, and You shall instruct each such representative that, prior to submitting each EMM SR, s/he must complete a EMM Service Request form with complete and accurate detail, including:
   i. Indicating the date of requested deployment of Changes, ensuring it coincides with the targeted EMM Service Request Level Objectives; and
   ii. Completing the EMM Service Request form(s) (i.e., provide Your configuration requirements), on the form provided to You by Oracle on a spreadsheet.

i. Assign appropriate technical resources for resolution of EMM SRs within the Enterprise Application(s).

j. Provide the appropriate approvals/consents as required to support the performance of Services.

k. Perform all respective testing of Changes to Your Enterprise Application related to the associated EMM Service Request(s).

l. Once Oracle provides You with notice that the Changes are ready to be made to the Enterprise Sites, You shall have three (3) business days to review and test the Changes and provide Oracle with written notice of any deficiencies (“Acceptance Period”). If you do not provide such notice within the Acceptance Period, then Your approval to proceed with deployment of the Changes shall be deemed given at the end of the Acceptance Period and the associated EMM SR will be closed.

m. Any subsequent request by You to add to or in any way adjust a previously submitted EMM SR will be treated as a new EMM SR.

n. Perform software upgrades as required by Oracle to support the performance of Services.

o. Update Your business data in the applications that interface with the Enterprise Application(s), as requested by Oracle, to achieve closure of a EMM Service Request.

p. Use reasonable efforts to notify Oracle’s project manager of a change in Your assigned team members at least five (5) business days prior to the institution of the resource change.

q. You agree that Oracle resources may access Your systems, throughout the performance of Services, using an Oracle defined standard virtual private network (VPN) or Oracle Web Conference (OWC). If a network connection between Oracle and Your systems is required for Oracle resources to perform Services under this order, You will provide access to Oracle as follows:

   i. You are responsible for ensuring that (i) Your network and systems comply with specifications Oracle provides, (ii) all components of Your Oracle software environment are accessible through the VPN, and (iii) the VPN is installed in a timely manner for Oracle to perform the Services.

   ii. You are responsible for acquiring and maintaining any equipment and performing any labor and/or activities necessary to set-up and maintain network connectivity at and to Your Oracle environment.

   iii. You will provide and maintain user accounts for, and access to, the VPN for the Oracle team members, including but not limited to, Oracle’s onsite remote and offshore resources.

Oracle is not responsible for network connections or for issues, problems or conditions arising from or related to network connections, such as bandwidth issues, excessive latency, network outages, and/or any other conditions that are caused by an internet service provider, or the network connection. If Your VPN client software and/or VPN infrastructure fails to allow Oracle access to perform Services under this exhibit, You agree to pay for any increased costs resulting from Your failure. Oracle will prepare an amendment to this exhibit for the change in the Services and fees resulting from such failure. If You do not review and approve such amendment within five (5) days after Your receipt thereof, Oracle may terminate its performance of Services under this order.

2. Project Assumptions
   a. Project communication will be in English.
   b. Services will be performed remotely by Oracle.
c. Oracle will provide the Services using Oracle tools and systems including tools for collecting, managing, updating, and presenting information.

d. “Changes” are defined as the addition or update to the configuration features identified in Section A (Configuration of Your Enterprise Application(s)) above. The quantity of Changes that may be requested for each of the features is as defined in Section B.2.A (Service Request Levels) above. As EMM SRs may contain any combination of Changes, Oracle will identify an appropriate EMM Service Level to be assigned to each EMM SR on submission.

e. “Enterprise Sites” are defined as the operational level locations as configured in the Enterprise Application(s).

f. You and Oracle each agree to designate a project manager who shall be responsible for coordinating its activities.

g. You and Oracle each shall direct all inquiries concerning the Services to the other party’s project manager. Your project manager shall have the authority to approve Services on Your behalf. Oracle’s project manager shall have the sole right to exercise direct control and supervision over the work assignments of the consultants.

h. EMM Service Requests will be processed in accordance with the primary service hours, which are Monday through Friday, 9:00am – 5:00pm EST excluding public holidays (“Service Hours”).

i. EMM Service Level Objectives set out in Section B.2.A (Service Request Levels) above are measured during the Service Hours from the time the EMM SR has been assigned to an Oracle resource.

j. A “Working Day” for each EMM SR is defined as any business day during Service Hours when an Oracle resource has such EMM SR, provided that such EMM SR was first assigned to him/her prior to 10:00 am local time on that business day.

k. Oracle will use reasonable efforts to notify You of a change in an assigned Oracle team member at least five (5) business days prior to the institution of the resource change event.

l. The EMM Service Request Level Objectives described in Section B.2.A (Service Request Levels) above are not applicable and will not serve as a guideline as indicated therein where the EMM SR or the delay, as applicable, has one or more of the following attributes, to the extent that such attribute materially affects Oracle’s ability to comply with such objectives:

   i. The EMM SR is submitted by a contact not defined by You in the Work Plan; in such an event, the EMM SR will be rejected and referred back for authorization;

   ii. The EMM SR is submitted in a format outside of the EMM Service Request Procedure as defined in Section B.1 (Enterprise Menu Management (“EMM”) Service Request Services) above;

   iii. The EMM SR, or delay in meeting the EMM Service Request Level Objectives, results from something unrelated to any Services provided by Oracle (e.g. infrastructure You control);

   iv. The EMM SR, or delay in meeting the EMM Service Request Level Objectives, results from a force majeure event;

   v. The EMM SR, or delay in meeting the EMM Service Request Level Objectives, results from a network, power transmission, or telecommunications anomaly;

   vi. The EMM SR, or delay in meeting the EMM Service Request Level Objectives, results from the failure of infrastructure not provided by, or within the sole control of, Oracle;

   vii. The EMM SR, or delay in meeting the EMM Service Request Level Objectives, results from the action, or inaction, of a person or entity not involved with the delivery of Services;

   viii. The EMM SR, or delay in meeting the EMM Service Request Level Objectives, results from Your failure to fulfill Your obligations as set out in Section 2.A (Your Obligations) above; and

   ix. The delay in meeting the EMM Service Request Level Objectives, results from the total number of EMM SRs not being evenly reported throughout the Service Period.

b. On the date that You reach the Maximum Number of EMM SRs/Service Period for the specific EMM Service Request Level as set out in Section B.2.B (Service Request Levels) above (“Ceiling Date”), between the Ceiling Date and the End Date, Oracle will stop processing any additional EMM SRs logged by You at the specific EMM Service Request Level. Contact Your Oracle sales representative to purchase additional Services, under a separate contract.
m. Anything not expressly listed in Section 1 (Description of Services) is not included in the scope of, or fees for, Services. Items identified as out of scope include, without limitation, the following; the following is not an exhaustive list:
   i. Custom report development.
   ii. Installation of POS and/or dependent third party software;
   iii. Configuration of third party software;
   iv. Physical hardware installation and configuration;
   v. Network configuration changes;
   vi. Services required to address changes in third party products;
   vii. Custom Report Development; and
   viii. Application or staff training.

Unused Services

The Services will be made available to You beginning on i) the date of Your order if Your Oracle Simphony deployment(s) are deployed (as determined by Oracle) as of the customer signature date of Your order, or ii) the date of Your first EMM Service Request submission if Your Oracle Simphony deployments(s) are not deployed (as determined by Oracle) as of the customer signature date of this order, and for twelve (12) months thereafter (the “Service Period”). In the event the maximum number of EMM Service Requests have not been used within the Service Period, such unused Requests will be automatically forfeited by You, with no further action required of either party, and You shall not be entitled to any refund, or any credit towards additional or other Services, for any unused portion of the EMM Service Requests. You may not use the EMM Service Requests for any Services other than Services described herein for Your Enterprise Application(s).
Oracle Hospitality Food and Beverage EMM Services for Simphony – Silver
Part Number B88657

Description of Services

Oracle will provide You with the following Services for Your centrally maintained Oracle Hospitality Simphony, version 2, enterprise database (the “Enterprise Application(s)”) during the Service Period (defined below):

1. Configuration of Your Enterprise Application(s).
   b. Configure the following Simphony features:
      i. Menu updates, which will consist of the following (collectively, “Simphony Menu Updates”):
         1. Menu items;
         2. Menu item prices;
         3. Condiments;
         4. Combo meals;
         5. Combo meal side groups;
         6. Conversational ordering module (“COM”) menu items;
         7. Menu item classes;
         8. Print classes;
         9. Barcodes; and
         10. User interface element.
      ii. Sales updates, which will consist of the following (collectively, “Simphony Sales Updates”):
         1. Discounts;
         2. Promotions;
         3. Coupons;
         4. Tenders; and
         5. Service charges.
      iii. Retail price updates, which will consist of the following (collectively, “Simphony Retail Price Updates”):
         1. Menu item prices;
         2. Condiment prices;
         3. Combo meal prices; and
         4. COM prices.

   a. Subject to Section B.2 below, Oracle will process service requests (individually, an “EMM Request”, or “EMM Service Request” or “EMM SR”, and collectively “EMM Service Requests” or “EMM SRs”) to provide Changes (defined below) to the Enterprise Application(s) as set forth below:
      i. Upon receipt of the EMM SR, Oracle will review the request and contact You, if necessary, to clarify requirements and also confirm anticipated deployment dates, if any, of any Changes to the Enterprise Application(s).
      ii. If the EMM SR is determined by Oracle to be outside the scope of Services, the EMM SR will be closed as out of scope and Oracle will have no further obligation with respect to such EMM SR.
      iii. Oracle shall assign an EMM SR Level, as defined below in Section B.2 to every active EMM SR based on the quantity of Changes.
      iv. Oracle shall add the EMM SR to the work schedule.
      v. If there are multiple active EMM SRs, Oracle will use reasonable efforts, where possible, to allocate the workflow according to Your stated preference; however, Oracle maintains sole discretion in determining ultimate workflow allocation;
      vi. Oracle will work on an open EMM SR until one of the following occurs:
1. The agreed upon Changes have been applied and verified by You;
2. Oracle has determined that no further action will be taken on the EMM SR; or
3. Both You and Oracle agree to close the EMM SR.

b. EMM Service Request Levels.
i. Service request levels and objectives are defined as follows (hereinafter, “EMM Service Request Level(s)” and “EMM Service Request Level Objective(s)” respectively):

<table>
<thead>
<tr>
<th>EMM Service Request Level</th>
<th>Definition of EMM Service Request Level</th>
<th>EMM Service Request Level Objectives *</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 3 Change</td>
<td>Up to 5 Changes comprising of up to 5 Simphony Sales Updates</td>
<td>5 Working Days</td>
</tr>
<tr>
<td>Level 4 Change</td>
<td>Up to 10 total Changes comprising of Simphony Menu Updates</td>
<td>2 Working Days</td>
</tr>
<tr>
<td>Level 5a Change</td>
<td>Up to 500 Simphony Retail Price Updates</td>
<td>5 Working Days</td>
</tr>
</tbody>
</table>

* The EMM Service Request Level Objectives as set forth in this section are subject to Section B.8 (defining “Service Hours”) and B.10 (defining “Working Day”) below and are targeted goals only.

ii. The mix of EMM Service Request Levels for the Enterprise Application(s) hereunder shall not exceed the maximum number of EMM SRs allowed during the Service Period, as set out in the table below.

<table>
<thead>
<tr>
<th>EMM Service Request Level</th>
<th>Maximum Number of EMM SRs/Service Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 3 Change</td>
<td>2 per Service Period</td>
</tr>
<tr>
<td>Level 4 Change</td>
<td>15 per Service Period</td>
</tr>
<tr>
<td>Level 5a Change</td>
<td>1 per Service Period</td>
</tr>
</tbody>
</table>

Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any Services. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle’s ability to perform the Services depends upon Your fulfillment of the following obligations and the following project assumptions:
1. Your Obligations
   a. Maintain the properly configured hardware/operating system platform to support the Services.
   b. Obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of Services.
   c. Maintain annual technical support for the Oracle software and hardware under separate contract throughout the term of the Services.
   d. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
   e. Provide any notices, and obtain any consents, required for Oracle to perform Services, including if relevant, those related to the collection, use, processing, transfer and disclosure of personal data.
   f. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
   g. If while performing Services, Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
   h. Prior to commencement of Services, You will provide, in writing, a list of representatives authorized to submit EMM SRs, and You shall instruct each such representative that, prior to submitting each EMM SR, s/he must complete a EMM Service Request form with complete and accurate detail, including:
      i. Indicating the date of requested deployment of Changes, ensuring it coincides with the targeted EMM Service Request Level Objectives; and
 ii. Completing the EMM Service Request form(s) (i.e., provide Your configuration requirements), on the form provided to You by Oracle on a spreadsheet.
   i. Assign appropriate technical resources for resolution of EMM SRs within the Enterprise Application(s).
   j. Provide the appropriate approvals/consents as required to support the performance of Services.
   k. Perform all respective testing of Changes to Your Enterprise Application related to the associated EMM Service Request(s).
   l. Once Oracle provides You with notice that the Changes are ready to be made to the Enterprise Sites, You shall have three (3) business days to review and test the Changes and provide Oracle with written notice of any deficiencies (“Acceptance Period”). If you do not provide such notice within the Acceptance Period, then Your approval to proceed with deployment of the Changes shall be deemed given at the end of the Acceptance Period and the associated EMM SR will be closed.
   m. Any subsequent request by You to add to or in any way adjust a previously submitted EMM SR will be treated as a new EMM SR.
   n. Perform software upgrades as required by Oracle to support the performance of Services.
   o. Update Your business data in the applications that interface with the Enterprise Application(s), as requested by Oracle, to achieve closure of a EMM Service Request.
   p. Use reasonable efforts to notify Oracle’s project manager of a change in Your assigned team members at least five (5) business days prior to the institution of the resource change.
   q. You agree that Oracle resources may access Your systems, throughout the performance of Services, using an Oracle defined standard virtual private network (VPN) or Oracle Web Conference (OWC). If a network connection between Oracle and Your systems is required for Oracle resources to perform Services under this order, You will provide access to Oracle as follows:
      i. You are responsible for ensuring that (i) Your network and systems comply with specifications Oracle provides, (ii) all components of Your Oracle software environment are accessible through the VPN, and (iii) the VPN is installed in a timely manner for Oracle to perform the Services.
      ii. You are responsible for acquiring and maintaining any equipment and performing any labor and/or activities necessary to set-up and maintain network connectivity at and to Your Oracle environment.
You will provide and maintain user accounts for, and access to, the VPN for the Oracle team members, including but not limited to, Oracle’s onsite remote and offshore resources.

Oracle is not responsible for network connections or for issues, problems or conditions arising from or related to network connections, such as bandwidth issues, excessive latency, network outages, and/or any other conditions that are caused by an internet service provider, or the network connection. If Your VPN client software and/or VPN infrastructure fails to allow Oracle access to perform Services under this exhibit, You agree to pay for any increased costs resulting from Your failure. Oracle will prepare an amendment to this exhibit for the change in the Services and fees resulting from such failure. If You do not review and approve such amendment within five (5) days after Your receipt thereof, Oracle may terminate its performance of Services under this order.

2. Project Assumptions
   a. Project communication will be in English.
   b. Services will be performed remotely by Oracle.
   c. Oracle will provide the Services using Oracle tools and systems including tools for collecting, managing, updating, and presenting information.
   d. “Changes” are defined as the addition or update to the configuration features identified in Section A (Configuration of Your Enterprise Application(s)) above. The quantity of Changes that may be requested for each of the features is as defined in Section B.2.A (Service Request Levels) above. As EMM SRs may contain any combination of Changes, Oracle will identify an appropriate EMM Service Level to be assigned to each EMM SR on submission.
   e. “Enterprise Sites” are defined as the operational level locations as configured in the Enterprise Application(s).
   f. You and Oracle each agree to designate a project manager who shall be responsible for coordinating its activities.
   g. You and Oracle each shall direct all inquiries concerning the Services to the other party’s project manager. Your project manager shall have the authority to approve Services on Your behalf. Oracle’s project manager shall have the sole right to exercise direct control and supervision over the work assignments of the consultants.
   h. EMM Service Requests will be processed in accordance with the primary service hours, which are Monday through Friday, 9:00am – 5:00pm EST excluding public holidays (“Service Hours”).
   i. EMM Service Level Objectives set out in Section B.2.A (Service Request Levels) above are measured during the Service Hours from the time the EMM SR has been assigned to an Oracle resource.
   j. A “Working Day” for each EMM SR is defined as any business day during Service Hours when an Oracle resource has such EMM SR, provided that such EMM SR was first assigned to him/her prior to 10:00 am local time on that business day.
   k. Oracle will use reasonable efforts to notify You of a change in an assigned Oracle team member at least five (5) business days prior to the institution of the resource change event.
   l. The EMM Service Request Level Objectives described in Section B.2.A (Service Request Levels) above are not applicable and will not serve as a guideline as indicated therein where the EMM SR or the delay, as applicable, has one or more of the following attributes, to the extent that such attribute materially affects Oracle’s ability to comply with such objectives:
      i. The EMM SR is submitted by a contact not defined by You in the Work Plan; in such an event, the EMM SR will be rejected and referred back for authorization;
      ii. The EMM SR is submitted in a format outside of the EMM Service Request Procedure as defined in Section B.1 (Enterprise Menu Management (“EMM”) Service Request Services) above;
      iii. The EMM SR, or delay in meeting the EMM Service Request Level Objectives, results from something unrelated to any Services provided by Oracle (e.g. infrastructure You control);
      iv. The EMM SR, or delay in meeting the EMM Service Request Level Objectives, results from a force majeure event;
      v. The EMM SR, or delay in meeting the EMM Service Request Level Objectives, results from a network, power transmission, or telecommunications anomaly;
vi. The EMM SR, or delay in meeting the EMM Service Request Level Objectives, results from the failure of infrastructure not provided by, or within the sole control of, Oracle;

vii. The EMM SR, or delay in meeting the EMM Service Request Level Objectives, results from the action, or inaction, of a person or entity not involved with the delivery of Services;

viii. The EMM SR, or delay in meeting the EMM Service Request Level Objectives, results from Your failure to fulfill Your obligations as set out in Section 2.A (Your Obligations) above; and

ix. The delay in meeting the EMM Service Request Level Objectives, results from the total number of EMM SRs not being evenly reported throughout the Service Period.

c. On the date that You reach the Maximum Number of EMM SRs/Service Period for the specific EMM Service Request Level as set out in Section B.2.B (Service Request Levels) above (“Ceiling Date”), between the Ceiling Date and the End Date, Oracle will stop processing any additional EMM SRs logged by You at the specific EMM Service Request Level. Contact Your Oracle sales representative to purchase additional Services, under a separate contract.

m. Anything not expressly listed in Section 1 (Description of Services) is not included in the scope of, or fees for, Services. Items identified as out of scope include, without limitation, the following; the following is not an exhaustive list:
   i. Custom report development.
   ii. Installation of POS and/or dependent third party software;
   iii. Configuration of third party software;
   iv. Physical hardware installation and configuration;
   v. Network configuration changes;
   vi. Services required to address changes in third party products;
   vii. Custom Report Development; and
   viii. Application or staff training.

Unused Services

The Services will be made available to You beginning on i) the date of Your order if Your Oracle Simphony deployment(s) are deployed (as determined by Oracle) as of the customer signature date of Your order, or ii) the date of Your first EMM Service Request submission if Your Oracle Simphony deployments(s) are not deployed (as determined by Oracle) as of the customer signature date of this order, and for twelve (12) months thereafter (the “Service Period”). In the event the maximum number of EMM Service Requests have not been used within the Service Period, such unused Requests will be automatically forfeited by You, with no further action required of either party, and You shall not be entitled to any refund, or any credit towards additional or other Services, for any unused portion of the EMM Service Requests. You may not use the EMM Service Requests for any Services other than Services described herein for Your Enterprise Application(s).