Advanced Customer Services ("ACS")
Service Descriptions

Effective Date: September 13, 2019

TIME AND MATERIALS SERVICE DESCRIPTIONS **185**

Advanced Customer Services ("ACS")
Annual Service Descriptions

The ACS Annual Services you have ordered for your Oracle Product Environment (if applicable) will be identified in Your order and related Annuals Exhibit.

Oracle Advanced Support Assistance ("ASA")

Service Offering	Part #
Oracle Advanced Support Assistance for Software 8X5	B86696
Oracle Advanced Support Assistance for Software 7X24	B86697
Oracle Advanced Support Assistance for Software 8X5: Custom	B86698
Oracle Advanced Support Assistance for Software 7X24: Custom	B86699
Oracle Advanced Support Assistance for Systems 8X5	B86708
Oracle Advanced Support Assistance for Systems 7X24	B86709
Oracle Advanced Support Assistance for Systems 8X5: Custom	B86710
Oracle Advanced Support Assistance for Systems 7X24: Custom	B86711
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

A. **Description of Services**

1. Support Delivery Management

   A Technical Account Manager ("TAM") will be assigned to You, as Your primary contact for the Services, during the hours specified in Your order. Your TAM shall provide and/or assist with the following Services:

   a. Prepare and maintain a service delivery plan;
   b. Document the contact details for key Oracle contacts, Your technical contacts for Oracle Premier Support, and management escalation team ("Customer Contacts") and Oracle's escalation procedures ("Joint Contacts and Escalation Guide");
   c. Document the technical specifications of Your Oracle Product Environment ("Environment and Configuration Guide");
   d. Prepare and provide quarterly service delivery plan progress reports;
   e. Provide access to a customer-specific web portal;
   f. Assist with conducting an orientation for Your Customer Contacts;
   g. Assist with conducting a delivery planning session and maintaining the service delivery plan;
   h. Assist with conducting quarterly service delivery plan reviews;
   i. Assist with reviewing all applicable Oracle Support Services activity related to the items identified in the OPE, including service request ("SR") activity in connection with individual SRs logged by Your Customer Contacts. This review may consist of status reports, next steps, if any, and review of Your SR priorities;
   j. Assist with SR management, prioritization and escalation;

k. Assist with communicating the status of Your SRs to Your Customer Contact(s), as requested;
l. Assist with facilitating communications between Oracle and Your Customer Contacts; and
m. Assist with maintaining the Joint Contacts and Escalation Guide and the Environment and Configuration Guide.

2. <u>Standby Coverage</u>

Upon Your request to Your TAM, Oracle will provide standby coverage (e.g., SR management, prioritization and escalation) by Your primary TAM for up to twenty-four (24) consecutive hours in the quantity defined in the OPE section of the Annual Services Exhibit.

3. <u>Supplemental Resources</u>

If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist in the furtherance of Advanced Support Assistance services, up to the maximum number of days per resource role as set forth in Your order. A "day" is defined as one (1) resource working eight (8) hours per day.[1]

B. Additional Obligations and Project Assumptions

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

1. <u>Your Obligations</u>

a. Restore service, including, for example, reconfiguring applications or reloading or restarting application software.
b. Designate Customer Contacts and identify by name, phone number, e-mail address and other appropriate contact methods, for each of Your Customer Contacts.
c. Apply bug fixes, critical patches and configuration recommendations provided through Oracle Support Services within a commercially reasonable period of time.
d. Assist Oracle to maintain the Joint Contacts and Escalation Guide and the Environment and Configuration Guide.

2. <u>Project Assumptions</u>

a. Only Customer Contacts may communicate with Oracle regarding the delivery of the Services or deliverables, if any.

Oracle Advanced Database Support ("ADS")

Oracle Advanced Database Support ("ADS") for Exadata Cloud at Customer ("ExaCC")

Service Offering	Part #
Oracle Advanced Database Support	B85837
Oracle Advanced Database Support with TAM	B85838
Oracle Advanced Database Support: Patch Management (1 Patch)	B85839
Oracle Advanced Database Support: Patch Management (2 Patches)	B85840
Oracle Advanced Database Support: Patch Management (3 Patches)	B85841
Oracle Advanced Database Support: Patch Management (4 Patches)	B85842
Oracle Advanced Database Support for Exadata Cloud at Customer	B90915
Oracle Advanced Database Support: Patch Management for Exadata Cloud at Customer Oracle Homes (1 Patch)	B90916
Oracle Advanced Database Support: Patch Management for Exadata Cloud at Customer Oracle Homes (2 Patches)	B90917
Oracle Advanced Database Support: Patch Management for Exadata Cloud at Customer Oracle Homes (3 Patches)	B90918
B90919 Oracle Advanced Database Support: Patch Management for Exadata Cloud at Customer Oracle Homes (4 Patches)	B90919
Oracle Advanced Database Support: Patch Management for Exadata Cloud at Customer Oracle VMs (1 Patch)	B90920
Oracle Advanced Database Support: Patch Management for Exadata Cloud at Customer Oracle VMs (2 Patches)	B90921
Oracle Advanced Database Support: Patch Management for Exadata Cloud at Customer Oracle VMs (3 Patches)	B90922
Oracle Advanced Database Support: Patch Management for Exadata Cloud at Customer Oracle VMs (4 Patches)	B90923
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

A. **Description of Services**

1. <u>Advanced Database Support</u>

   Oracle will provide the following Services for (i) Oracle Advanced Database Support, ("ADS") for the databases running on the quantity of ACS processor cores identified in the OPE section of the Annual Services Exhibit; and/or (ii) Oracle Advanced Database Support ("ADS") for Exadata Cloud at Customer, ("ExaCC") for the databases running on the quantity of OCPUs identified in the OPE section of the Annual Services Exhibit and the associated Oracle virtual machines (VMs) for ExaCC, as applicable. Oracle will provide the following for the initiation of the Services:

   a. Online ADS activation questionnaire ("Questionnaire");

b.   ACS Gateway (defined below) installation and setup process instructions;

c.   Oracle's fault notification process documentation;

d.   Service Request ("SR") process documentation; and

e.   Customer Portal (defined below) use and functionality documentation.

2.   Fault Management

Oracle will monitor the Oracle databases and/or VMs for ExaCC identified in the OPE section of the Annual Services Exhibit twenty-four (24) hours per day, seven (7) days a week ("24x7") to identify nonstandard activity ("Event"). Each detected Event that results in an actual unplanned interruption or immediate material reduction in quality of performance of the Oracle database(s), and associated VMs for ExaCC as applicable, is referred to as a Fault. Oracle will determine the tools and criteria used to determine whether an Event constitutes a Fault.

a.   For each Fault, Oracle will:
   (i)   Categorize the Fault based upon the definitions of severity in Oracle's technical support policies, which are available at: http://www.oracle.com/us/support/policies/index.html;
   (ii)   Gather available applicable diagnostic information pertaining to the Fault;
   (iii) Provide You with a Fault notification e-mail for each automated service request ("ASR"). Oracle will use commercially reasonable efforts to provide the Fault notification email within fifteen (15) minutes of Oracle's detection of the Fault. The fifteen minutes commences upon the detection of the Fault by the Oracle fault monitoring tools and ends when Oracle sends You the Fault notification e-mail; and
   (iv)   Create an ASR with My Oracle Support ("MOS"), which includes the available applicable diagnostic information. Oracle will use commercially reasonable efforts to create the ASR within fifteen (15) minutes of Oracle sending the Fault notification e-mail.
b.   In the event You submit a severity 1 SR, based upon the definitions of severity in Oracle's technical support policies, for a database and/or VM for ExaCC identified in the OPE section of the Annual Services Exhibit, Oracle will use commercially reasonable efforts to provide an initial response through MOS within twenty (20) minutes of Your SR submittal.

3.   Reporting

Oracle will provide standardized reports via the Customer Portal for the databases and/or VMs for ExaCC, as applicable, identified in the OPE section of the Annual Services Exhibit. Oracle will determine the contents of the reports which may include the following:

a.   Oracle Database Security Compliance Report. Oracle will provide summary and detail reports comparing Your database configurations, database directory and file permissions and database user access to Oracle's configuration recommendations;

b.   Oracle Patch Advisory Report. Oracle will provide a summary and detailed report identifying the patch set update(s) ("PSU") available for the databases and/or VMs for ExaCC, as applicable, identified in the OPE section of the Annual Services Exhibit;

c.   Oracle Status Report. Oracle will provide information concerning the status of the databases and/or VMs for ExaCC, as applicable, identified in the OPE section of the Annual Services Exhibit (e.g., current up/down status, cluster/single instance, version number);

d.   Oracle ASR Report. Oracle will provide a summary of opened ASRs for each database and/or VM for ExaCC, as applicable, identified in the OPE section of the Annual Services Exhibit; and

e. Oracle Health-check Report. Oracle will provide information about potential configuration setting issues and scalability attributes for database and/or VM for ExaCC, as applicable, as well as suggested remediation actions.

4. Patch Management

If Patch Management is included in Your order, Oracle will perform the following Services for the quantity of ACS – Oracle HOMES and/or VMs for ExaCC, as applicable, identified in the OPE section of the Annual Services Exhibit:

a. Perform a patch assessment;
b. Create a patch installation plan;
c. If necessary, prior to installing the PSUs, Oracle will provide a standard test/back-out plan example, and both You and Oracle will agree, in writing, on the test/back-out plan;
d. Oracle will install the PSUs during an agreed upon window; and
e. Provide oversight and escalation management for each patch installment activity.

5. Support Delivery Management

If Support Delivery Management is included in Your order, a Technical Account Manager ("TAM") will be assigned to You as Your primary contact for the Services and shall provide and/or assist with the following support Services:

a. Conduct an orientation for Your Customer Contacts (defined below);
b. Document the contact details for key Oracle contacts, Your technical contacts for Oracle Premier Support, and management escalation team ("Customer Contacts") and Oracle's escalation procedures ("Joint Contacts and Escalation Guide");
c. Assist with providing monthly technical service reviews including SR and ASR activity in connection with the databases and/or VMs for ExaCC, as applicable, identified in the OPE section of the Annual Services Exhibit;
d. Assist with providing quarterly management reviews; and
e. Assist with facilitating communications between Oracle and Your Customer Contacts.

6. Supplemental Resources

If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist in the furtherance of Advanced Database Support services, up to the maximum number of days per resource role as set forth in Your order. A "day" is defined as one (1) resource working eight (8) hours per day.

B. Oracle Advanced Support Gateway

ACS Services may be delivered utilizing a gateway. A gateway is the computing platform, consisting of the Oracle Advanced Support Gateway software available on MOS and a physical or virtual hardware platform or an Oracle Public Cloud ("OPC") instance, which hosts Oracle's tools, for collecting, managing, updating and presenting information ("ACS Gateway"). Oracle's minimum hardware requirements for the ACS Gateway are available at **https://docs.oracle.com/cd/E41177_01/html/E40642/index.html.** Oracle will provide the necessary software and instructions to install the ACS Gateway or You may provide Oracle remote access to install the ACS Gateway on Your behalf. You will ensure the ACS Gateway (i) has sufficient rack and floor space, air conditioning, electrical power, Internet connectivity, (ii) is correctly located within Your local-area network and wide-area network environments(s) (as agreed to with Oracle) and attached to Your network, to physically rack, stack and power-up, and (iii) is positioned such that the systems being fault monitored can be

logically routed to it using layer 3 IP. Once the ACS Gateway is installed, Oracle will deploy additional software on the ACS Gateway which will be used to deliver Your Services. If utilized, the ACS Gateway must be fully installed, connected and operational in order for You to receive the Services. Oracle retains all rights, title and interest to the Oracle supplied ACS Gateway. Oracle retains the right to update and/or replace the ACS Gateway at any time during the performance of the Services.

The Oracle Advanced Support Gateway Portal ("Customer Portal") is a Web-based interface hosted on the ACS Gateway, behind Your firewall and is accessible by You and authorized Oracle Support engineers. It is used by You to interact with the ACS service(s) enabled on the ACS Gateway.

C. Additional Obligations and Project Assumptions

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

1. Your Obligations

    a. Prior to the commencement of Services, return the completed Questionnaire.
    b. Maintain Oracle Premier Support for Systems for the dedicated hardware component of the ACS Gateway and the Oracle systems running the Oracle database(s) and/or VMs for ExaCC, if applicable and as described here: http://www.oracle.com/us/support/library/hardware-systems-support-policies-069182.pdf.
    c. Prior to the commencement of Services, install and configure the ACS Gateway in Your datacenter on Your network and start the Services initiation process.
    d. Provide required private and public-facing Internet Protocol ("IP") addresses, proper firewall settings, required predefined ports, and appropriate inbound and continuous outbound connectivity to the ACS Gateway.
    e. If You have chosen to enable the remote access control feature of the ACS Gateway:
        (i)   Use commercially reasonable efforts to immediately grant Oracle access to the ACS Gateway when requested by Oracle to allow Oracle to resolve incidents or security vulnerabilities associated with the ACS Gateway; and
        (ii) At least monthly, mutually agree with Oracle on a window of access to the ACS Gateway sufficient for Oracle to proactively patch the ACS Gateway and make any configuration changes appropriate for Oracle to deliver the Services.
    f. Provide on-site troubleshooting in the event that Oracle is not able to remotely connect to the ACS Gateway.
    g. Identify the database(s) described in section A.2. (Fault Management) above via the Customer Portal.
    h. Change the default Customer Portal password.
    i. Via the Customer Portal, maintain current contact and email information.
    j. Maintain Internet connectivity with availability of 99.5% or better as measured on a monthly basis.
    k. Follow the SR escalation process documented on MOS (i.e., "How To Request Management Attention to a Service Request (SR) with Oracle Support Services (ID 199389.1")).
    l. Create a blackout in the actions field within the Customer Portal during key system change(s) initiated by You so that ASRs are not initiated automatically as a result of faults caused by key systems change(s).
    m. Patch Management Specific Obligations:
        If Patch Management is included in Your order, You will:

        (i)   Schedule patch installation(s) via the Customer Portal;

(ii) Provide installation and back out instructions that were created and tested in Your nonproduction environment for the patch installations; and

(iii) Test all patch installations in Your nonproduction environment.

2. Project Assumptions

a. All communication (oral, written and electronic) associated with the delivery of the Service is only provided in English.

b. Your prompt return of the completed Questionnaire is a prerequisite to Oracle's performance of the Services described herein. Any delays in the prompt return of the Questionnaire shall delay the performance of the Services.

c. Oracle shall limit Your access to functionality contained within the ACS Gateway in order to perform the Services.

d. Subject to hardware system capacity limits, any number of Oracle databases may be fault monitored on the hardware system(s) associated with the ACS processor cores identified in the OPE section of the Annual Services Exhibit.

e. Oracle Database Security Compliance Reporting Assumption

(i) Database security compliance reports provided by Oracle hereunder may contain security related information regarding the Oracle databases and/or VMs for ExaCC, as applicable, identified in the OPE section of the Annual Services Exhibit. While you may use such reports for informational purposes to assist You in your submission of security content for any of Your internal or external reporting, the security reports provided hereunder are not certifications or attestations and are provided for Your internal business operations only. Oracle makes no representations about the security of Your systems or equipment.

f. Patch Management Assumptions
If Patch Management is included in Your order, the following assumptions will apply:

(i) Ensure You are running Oracle Database 11g2 or higher, and/or Oracle ExaCC in order to receive the Services.

(ii) Upon the commencement of Patch Management, You and Oracle will agree upon the current PSUs appropriate for Your environment which shall be either the most current PSU or its immediate predecessor applicable to Your version of the Oracle database(s) and/or VMs for ExaCC, as applicable, identified in OPE section of the Annual Services Exhibit;

(iii) PSU deployment will be performed first in Your non-production environment(s). Oracle will validate that the environment(s) is accessible to You for Your testing prior to promotion to production. Prior to the promotion of the patch to production, a valid backup must be performed by You if backups are under Your control;

(iv) Patch Management does not include testing of patch installations for customer-specific configurations;

(v) Oracle will not install patches designated as, or determined by Oracle to be, "release" or "version" patches; and

(vi) The deployment of PSUs may impact the performance of the databases and/or VMs for ExaCC, as applicable, identified in the OPE section of the Annual Services Exhibit.

Oracle Business Critical Assistance ("BCA")

Service Offering	Part #
Oracle Business Critical Assistance for Software 8X5	B86700
Oracle Business Critical Assistance for Software 7X24	B86701
Oracle Business Critical Assistance for Software 8X5: Custom	B86702
Oracle Business Critical Assistance for Software 7X24: Custom	B86703
Oracle Business Critical Assistance for Systems 8X5	B86712
Oracle Business Critical Assistance for Systems 7X24	B86713
Oracle Business Critical Assistance for Systems 8X5: Custom	B86714
Oracle Business Critical Assistance for Systems 7X24: Custom	B86715
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

A. Description of Services

1. Support Delivery Management

   A Technical Account Manager ("TAM") will be assigned to You, as Your primary contact for the Services, during the hours specified in Your order. Your TAM shall provide and/or assist with the following support Services:

   a. Prepare and maintain a service delivery plan;
   b. Document the contact details for key Oracle contacts, Your technical contacts for Oracle Premier Support, and management escalation team ("Customer Contacts") and Oracle's escalation procedures ("Joint Contacts and Escalation Guide");
   c. Document the technical specifications of Your Oracle Product Environment ("Environment and Configuration Guide");
   d. Prepare and provide quarterly service delivery plan progress reports;
   e. Provide access to a customer-specific web portal;
   f. Assist with conducting an orientation for Your Customer Contacts;
   g. Assist with conducting a delivery planning session and maintaining the service delivery plan;
   h. Assist with conducting quarterly service delivery plan reviews;
   i. Assist with reviewing all applicable Oracle Support Services activity related to the items identified in the OPE, including service request ("SR") activity in connection with individual SRs logged by Your Customer Contacts. The review may consist of status reports, next steps, if any, and review of Your SR priorities;
   j. Assist with SR management, prioritization and escalation;
   k. Assist with communicating the status of Your SRs to Your Customer Contacts, as requested;
   l. Assist with facilitating communications between Oracle and Your Customer Contacts; and
   m. Assist with maintaining the Joint Contacts and Escalation Guide and the Environment and Configuration Guide.

2. Assistance on Service Requests

    At the TAM's discretion, for Severity 1 and mutually agreed upon Severity 2 issues, the TAM will engage the Services of an Oracle Advanced Support Engineer ("ASE") or team of ASEs, to assist Your Customer Contact(s) with technical issues. The current definition of Oracle's Severity Levels is available in the applicable Oracle Technical Support Policies which may be accessed at http://www.oracle.com/support/policies.html.

    a. Critical Service Requests
        For products identified in the OPE section of the Annual Services Exhibit and documented in Your Environment and Configuration Guide, the TAM and ASE(s) are the designated points of contact for Severity 1 and mutually agreed upon Severity 2 SRs, collectively ("critical SRs") and shall provide the following support Services for the quantity of Full Coverage Units defined in the OPE section of the Annual Services Exhibit:

        (i)   Conduct SR analysis;
        (ii)   Assist with issue identification and issue reproduction;
        (iii)   Assist with constructing a reproducible test case required by Oracle Support Services to address an SR and help determine a workaround for the issue;
        (iv)   Assist with potential workarounds;
        (v)   Provide guidance to implement the recommendations documented in the SR;
        (vi)   Assist with testing prior to production implementation of any recommendations;
        (vii)   Extract data from a downed database and attempt a recovery for Oracle databases within the OPE section of the Annual Services Exhibit;
        (viii) Provide advice and recommendations regarding the operation, configuration and use of the applicable Oracle Support Services tools for Your Oracle products in the OPE section of the Annual Services Exhibit; and
        (ix)   Notify You of Oracle alerts, releases, firmware updates and patches related to Your Oracle products in the OPE section of the Annual Services Exhibit, including critical patch updates.

    b. Critical Reactive Service Requests
        If Your order includes products identified in the OPE section of the Annual Services Exhibit and documented in Your Environment and Configuration Guide as Critical Reactive units as defined in the Annuals Exhibit, Oracle will monitor only Severity 1 and mutually agreed upon Severity 2 SRs and communicate the SR status to Your designated Customer Contacts for the quantity of Critical Reactive units defined in the OPE section of the Annual Services Exhibit.

3. Standby Coverage

    Upon Your request to Your TAM, Oracle will provide technical standby coverage for non-Severity 1 issues (e.g., software upgrade, patch set applications, data purge) by an ASE for up to twenty-four (24) consecutive hours in the quantity defined in the OPE section of the Annual Services Exhibit.

4. Service Request Prioritization

    Oracle will prioritize Your SRs above SRs of the same severity level submitted by other Premier Support customers. Reasonable efforts will be made to respond to Your SRs per the following guidelines ("SR Response Guidelines"):

    a. 90% of Severity 1 SRs within one (1) hour (available 24x7);

b. 90% of Severity 2 SRs within two and one half (2.5) local business hours;

c. 90% of Severity 3 SRs within the next local business day; and

d. 90% of Severity 4 SRs within the next local business day.

5. Supplemental Resources

If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist in the furtherance of Business Critical Assistance services, up to the maximum number of days per resource role as set forth in Your order. A "day" is defined as one (1) resource working eight (8) hours per day. 1

B. Additional Obligations and Project Assumptions

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

1. Your Obligations

a. Restore service, including, for example, reconfiguring applications or reloading or restarting application software.

b. Designate Customer Contacts and identify by name, phone number, e-mail address and other appropriate contact methods, for each of Your Customer Contacts.

c. Apply bug fixes, critical patches and configuration recommendations provided through Oracle Support Services within a commercially reasonable period of time.

d. If requested by Oracle, You shall provide a test environment and, if applicable, a non-customized code test environment for Your Oracle applications, for testing patches and troubleshooting.

2. Project Assumptions

a. Only Customer Contacts may communicate with Oracle regarding the delivery of the Services or deliverables, if any.

Oracle Business Help Desk for Software as a Service ("SaaS")

Service	Part #
Oracle Business Help Desk for SaaS	B90164

A. Description of Services

Oracle Business Help Desk for SaaS Services (the "Services") consist of the following for the Oracle Programs for which You have purchased one or more of the Oracle Software as a Service listed in the table below identified with the heading "Software as a Service" ("Supported Programs"):

1. A Customer management lead to serve as Your single point of contact to facilitate account management and service reviews;

2. Creation of a joint plan during the Initiation Phase that will identify the specific Supported Programs subject to the Services ("Identified Supported Programs") and provide information about (a) the Identified Supported Programs; (b) Your existing processes and procedures; and (c) Your functional and technical design documents; if subsequent to the creation of the joint plan the parties agree to include additional

Supported Programs within the Identified Supported Programs, additional Initiation Phase activities will be required subject to additional fees. The Initiation Phase shall not exceed the time period identified in the Service Maximums table below;

3. Receiving and managing the following types of Service Requests ("SR(s)") related to the Services as entered by You via My Oracle Support or Your ticketing system, if identified as the Service Request system in the Service Maximums table (the "Request System"):

   a. Type 1: Standard Functional Support Service Request
   b. Type 2: Complex Functional Support Service Request

   Oracle will receive Your SR, evaluate Your SR to determine the SR type as defined in the Cloud Service Unit Catalog ("SR Type"), and execute Your SR as further detailed in the *Oracle Cloud Service Unit Catalog.*

   (i)   For each SR, Your Cloud Service Unit ("CSU") balance will be decremented by the number of CSUs for the SR Types specified in the *Oracle Cloud Service Unit Catalog*.
   (ii)   If Your CSU balance depletes to zero, You must purchase additional CSUs prior to submitting any further SRs.

4. Service level management for the Identified Supported Programs and Production Environments for the Services shall be as follows:

   Service Level Target. The level of performance under the applicable Service Level that Oracle endeavors to achieve on a monthly basis

   Credit Criteria. If the monthly performance measured for a Service Level is below the Service Level Target, then the credit criteria are used to determine the applicable Service Level Credit

   Service Level Credit %. The percentage of monthly fees paid for the Services to be credited based on the credit criteria

Service Levels	Service Level Target	Credit Criteria	Service Level Credit %
Service Request Resolution Time for Severity Level 1 SRs	▪ Severity Level 1. Type 1 SRs: 8 hours ▪ Severity Level 1, Type 2 SRs: 8 hours	<90% of Severity 1 Level SRs resolved within target	1.5%
Service Request Resolution Time for Severity Level 2 SRs	24 hours	<90% of Severity 2 Level SRs resolved within target	1.5%

Service Levels	Service Level Target	Credit Criteria	Service Level Credit %
Service Request Response Time	Severity Level 1: 30 minutes	<90% of SRs responded to within target	None
	Severity Level 2: 60 minutes		
Performance Against Service Description	Performance of the Services in accordance with this Oracle Business Help Desk for SaaS Service Description	As described in the Performance Against Service Description section below	3%

Service Request Response Time. The Service Request Response Time Service Level measures the elapsed time (during the Primary Hours of Operation) taken for Oracle to acknowledge the receipt of an SR ("Response Time"). The Response Time commences when an SR is entered into the applicable queue in the Request System.

The Service Level Target Response Time shall be measured on a monthly basis calculated in accordance with the following formula:

Total number of SRs related to the Services and Production Environment(s) for the applicable Severity Level during the applicable month which meets the target response times identified in the Service Level Target column in the table above

divided by

Total number of SRs related to the Services and Production Environment(s) for the applicable Severity Level in such calendar month

multiplied by 100.

Service Request Resolution Time. The Service Request Resolution Time Service Level measures the elapsed time (during the Primary Hours of Operation) within which an SR affecting a Production Environment is resolved (i.e. downgraded to a lower Severity Level or closed by Oracle). The resolution time commences when one of the following occurs:

□ The submission of the SR via the Request System (notwithstanding anything to the contrary in Appendix 1: Oracle Managed Cloud Service Delivery Policies of the *Oracle Managed Cloud Services Service Descriptions* published at oracle.com/contracts);

□ Oracle detects an incident and logs the incident as an SR in the Request System; or

□ An SR is upgraded from Severity Level 3 or 4 to Severity Level 1 or 2.

The Service Request Resolution Time Service Level shall be measured on a monthly basis and calculated in accordance with the following formula:

Total number of SRs in a calendar month related to the Services and Production Environment(s) for the applicable Severity Level which meet the target resolution times identified in the Service Levels table above

divided by

Total number of SRs related to the Services and Production Environment(s) for the applicable Severity Level in such calendar month

multiplied by 100.

Performance Against Service Description

If You demonstrate that Oracle failed to perform the Services in accordance with this Service Description during a particular month, You shall be entitled to a Service Level Credit as described in the Service Levels, Service Level Target(s), Credit Criteria and Service Level Credit Percentages Table above for such failure for such month. SRs and Incidents, for which the root cause is subject to any of the exclusions identified in the following paragraph, shall not be included in the Performance Against Service Description Service Level.

Exclusions

Notwithstanding any provision or interpretation of this Service Description to the contrary, Oracle's obligation to provide Service Level Credits shall be excused to the extent the failure to meet the applicable Service Levels: (a) occurs during a Planned Outage or during any other period in which the Services are temporarily suspended under the Order; (b) is caused by changes to or failures of any equipment, hardware or Infrastructure component not provided or managed by Oracle, including equipment owned or provided by You; (c) is caused by the Internet or any other connectivity or communication facility; (d) is caused by actions, omissions, delays or any type of failure of a Third Party Vendor retained by You, a third party service provider retained by You, or any Third Party Software; (e) is caused by a Force Majeure event; (f) is caused by a declared Disaster; (g) is caused by Your failure to perform Your obligations set forth in this Service Description; (h) results from any software bugs; (i) occurs within a Non-Production Environment; (j) is the result of application functional setup, configuration or functionality issues that are not within the scope of the Services; (k) results from Your request to limit Oracle work to resolve a Severity Level 1 SR to time periods that are less than 24 hours per day, seven days per week; (l) results from an event or failure which occurred prior to the effective date of the Order (e.g. preexisting SRs); (m) results from recurrence of a Problem for which Oracle has identified and recommended a Release, patch or other fix that You have not allowed Oracle to implement in the Production Environment; (n) occurs in a month when you have consumed more than 10 percent of the Annual Cloud Service Units identified in the Service Maximums table; or (o) is the result of Your changes to access controls for the Services.

B. Oracle Software as a Service

The Services are available only for the following Oracle Software as a Service offerings (the "Supported Programs"):

Software as a Service
Oracle Fusion CRM Base Cloud Services Oracle Fusion Partner Relationship Cloud Services Oracle Fusion Customer Data Management Cloud Services Oracle Fusion Human Capital Management Cloud Services Oracle Fusion Talent Management Cloud Services Oracle Fusion Financial Cloud Services Oracle Fusion Procurement Cloud Services Oracle Fusion Project Portfolio Management Cloud Services Oracle Fusion Supply Chain Management Cloud Services Oracle Enterprise Performance Management Cloud Services Oracle Transportation Management Cloud Services Oracle Global Trade Management Cloud Services Oracle Commerce Cloud Services Oracle Customer Experience (CX) Cloud Services Oracle Field Service Cloud Services Oracle Talent Acquisition Cloud Services Oracle Service Cloud (Right Now) Service Taleo Learn Cloud Services

C. **Mix of Severity Levels**

The mix of Severity Levels for SRs logged by You in connection with the Services will not exceed the percentage listed in the following table.

SR Severity Level Mix

Severity Level	Percentage of SRs
Severity Level 1 SRs and Severity Level 2 SRs	20% of all of Your SRs

If the number of Severity Level 1 and Severity Level 2 SRs logged by You exceeds 20 percent of the total number of SRs in three consecutive months, Oracle will work with You to (i) purchase additional CSUs (defined in the Service Maximums section below) to account for the increased number of Severity Level 1 and Severity Level 2 SRs, or (ii) attempt to identify the root cause and develop a plan for reducing the number of Severity Level 1 and Severity Level 2 SRs to the level identified in the SR Severity Level Mix Table.

D. **Service Maximums**

The Services are subject to the following constraints (the "Service Maximums").

Type		Oracle Business Help Desk for SaaS
Primary Hours of Operation	SR Types 1 and 2	8x5
	Severity Level 1 SRs	24x7
	Service Language	U.S. English

Type	Oracle Business Help Desk for SaaS
Initiation Phase	1 month
Request System	My Oracle Support (MOS)
Account & Service Review Frequency	Monthly
Operational Reporting Frequency	Weekly
Annual Cloud Service Units[1]	660

[1] Cloud Service Unit consumption shall remain level from month-to-month

For purposes of the Service Maximum(s) described in the above table, the following definitions apply:

PRIMARY HOURS OF OPERATION: Your business hours during which the Services will be provided (in Hours per Day x Days per Week).

SERVICE LANGUAGE: The language used to perform the Services.

INITIATION PHASE: The period at the commencement of the Services during which Oracle and You will perform the transition activities defined above.

REQUEST SYSTEM: System through which Service Requests for the Services are raised and managed.

ACCOUNT & SERVICE REVIEW FREQUENCY and OPERATIONAL REPORTING FREQUENCY: The maximum entitlement for Your use of continual Service improvement and governance services as described in Appendix 1: Oracle Managed Cloud Service Delivery Policies of the *Oracle Managed Cloud Services Service Descriptions* published at oracle.com/contracts*.*

ANNUAL CLOUD SERVICE UNITS: Number of Cloud Service Units ("CSUs") included with the Services per year. CSUs may be used to obtain the services described in the *Oracle Cloud Service Unit Catalog.* You may access the *Oracle Cloud Service Unit Catalog* at https://support.oracle.com by searching on Document ID 780129.5. Annual Cloud Service Units expire at the end of each year of the Services term; any unused quantity of CSUs that remain at the end of the one year period will be forfeited and Oracle shall have no further obligation with respect to such unused CSUs.

E. Your Obligations

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:

1. You are responsible for Your, Your Users' and Your third parties' use of and access to networks, systems and all Environments, including use of and access to Your Content and for compliance by You and such third parties with the terms of the Agreement, Order and this service description.

2. You must purchase and maintain for the duration of the Services, Oracle Software as a Service for the Identified Supported Programs prior to commencement of the Services

3. During the Initiation Phase, You must provide information about Your (a) Identified Supported Programs; (b) existing processes and procedures; and (c) functional and technical design documents.

4. You shall provide Oracle with necessary user and role access to the Identified Supported Programs as required to deliver the Services.

5. You shall submit SRs with sufficient information and detailed documentation as required for delivery of the Services.

6. You shall identify the number and type of Identified Supported Programs at the beginning of the Initiation Phase. Once identified, the Identified Supported Programs may not change. You may add a module to an existing Identified Supported Program by submitting a Type 4 SR.

7. You acknowledge and agree that any exception to your compliance with the obligations and responsibilities described herein is granted on the condition that Oracle is not responsible for the resulting consequences.

8. You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content. Additionally, for Oracle Cloud at Customer, You are responsible for providing adequate physical and network security (e.g., intrusion detection systems, access controls, and firewalls) to prevent unauthorized access to Your Oracle Cloud Services from Your networks.

9. You are responsible for acquiring and maintaining all applicable software, equipment, and telecommunications required to connect to the Services via a network connection that meets Oracle's specifications.

10. You shall obtain at your sole expense any and all rights (including license rights) and consents from third parties necessary for Oracle and its subcontractors to access Third Party Software (including any Required Software) or perform the Services. You are solely responsible for maintenance of, the performance of, any testing of, and resolving any issues related to, Third Party Software, and any other software transitioned into your Environment(s) without Oracle's prior consent, as well as the impact that such Third Party Software and such other software may have on the Services.

11. You shall defend and indemnify Oracle against liability arising under any applicable laws, ordinances or regulations from your termination or modification of the employment of any of your employees in connection with Services.

12. You acknowledge and agree that (i) if Oracle's performance of activities specified herein exceeds the Term set forth in the ordering document due to your failure to meet the obligations and responsibilities specified herein, you will be required to purchase applicable additional services from Oracle; (ii) use of the Services in a manner not consistent with this Service Description may adversely affect services performance and/or may result in additional fees, and (ii) if Oracle's cost of providing the Services is increased because of a circumstance outside of Oracle's control, then additional fees for the additional work performed by Oracle due to such circumstances may apply.

13. You agree to pay within 30 days of written notification any fees applicable to Your use of the Services in excess of Your rights. If You do not pay, Oracle can end Your Services.

14. You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances

or regulations; (b) perform or disclose any benchmarking, availability or performance testing of the Services; or (c) perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration tests of the Services (the "Acceptable Use Policy"). In addition to other rights in the Agreement and Your ordering document, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

F.   Assumptions

1. Capitalized terms used but not defined in this Service Description have the meaning set forth in the Agreement, or the Oracle Managed Cloud Services *Definitions Schedule* available at https://support.oracle.com by searching on Document ID 780129.5.

2. Oracle may make changes or updates to the Services during the Services Term, including to reflect changes in technology, industry practices, and patterns of system use and reserves the right to provide services from locations, and/or through use of subcontractors, worldwide.

G.   Warranty and Disclaimers

The sole and exclusive warranty for the Services is that Oracle warrants that the Services will be provided in all material respects in accordance with the Service Level set forth in Section A.5 of this Service Description.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

ORACLE DOES NOT WARRANT THAT SERVICES WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE. YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

H.   Exclusive Remedy

If the Services provided to You for any given month during the Term were not in accordance with the warranty specified in the previous Section, You must provide written notice to Oracle no later than five (5) business days after the last day of that particular month. Your notice must describe the deficiency (including the Service Request number notifying Oracle of the deficiency in service), and must be submitted to outsourcingcredit_ww@oracle.com.

If the Services were deficient, Oracle will remit, if applicable, a services fee credit for such month calculated as set forth in Section A.5 of this Service Description.

The credit will be in the form of a credit towards any outstanding balance for Managed Cloud Services owed to Oracle, and the remittance of such credit WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND ORACLE'S SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED IN THIS ORDER.

I.   Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

J. Data Privacy

In performing the Services, Oracle will comply with the Managed Cloud Services Delivery Policies for Oracle Public Cloud in the *Oracle Managed Cloud Services Service Descriptions*. The Managed Cloud Services Delivery Policies for Oracle Public Cloud in the *Oracle Managed Cloud Services Service Descriptions* are available under the category "Cloud Services" at http://www.oracle.com/contracts. The Oracle Consulting & Advanced Customer Services Security Practices do not apply to the Services.

During the Services Term, Oracle may update the policy and practices to reflect changes in, among other things, laws, regulations, rules, technology, and industry practices. Such updates will not materially reduce the level of performance, functionality, security, or availability of the Services during the Services Term. Unless otherwise specified in the order, Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to those specified in the order and herein. You are responsible for any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Services Personal Information) as part of the Services.

K. Service Monitoring and Analyses

Oracle continuously monitors the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. Oracle will retain all intellectual property rights in Service Analyses.

Oracle Business Help Desk for Software as a Service ("SaaS"): Extended Support Coverage

Service Offering	Part #
Oracle Business Help Desk for SaaS: Extended Support Coverage 16 Hours x 5 Days	B90165
Oracle Business Help Desk for SaaS: Extended Support Coverage 24 Hours x 7 Days	B90166

A. Description of Services

Oracle Business Help Desk - Extended Support Coverage (the "Services") consists of:

1. Extension of the Primary Hours of Operation for SR Types 1 and 2 in accordance with and to supplement the established maximums of the following services separately purchased by You (hereinafter "Pre-requisite Service"):

Service Offering	Part #
Oracle Business Help Desk for Software as a Service ("SaaS")	B90164

B. Service Maximums

The Services are subject to the following constraints**:**

Service Maximums	Primary Hours of Operation (Hours per Day x Days per Week)
Oracle Business Help Desk for SaaS: Extended Support Coverage 16 Hours x 5 Days (Part # B90165)	16x5
Oracle Business Help Desk for SaaS: Extended Support Coverage 24 Hours x 7 Days (Part # B90166)	24x7

For purposes of the Service Maximum(s) described in the above table, the following definitions apply:

PRIMARY HOURS OF OPERATION: Your local business hours during which Oracle Business Help Desk for SaaS will be provided, excluding holidays.

C. Your Obligations

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:

1. You must purchase and maintain for the duration of the Service the Pre-Requisite Service listed above.

2. You acknowledge and agree that any exception to your compliance with the obligations and responsibilities described herein is granted on the condition that Oracle is not responsible for the resulting consequences.

3. You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content. Additionally, for Oracle Cloud at Customer, You are responsible for providing adequate physical and network security (e.g., intrusion detection systems, access controls, and firewalls) to prevent unauthorized access to Your Oracle Cloud Services from Your networks.

4. You are responsible for acquiring and maintaining all applicable software, equipment, and telecommunications required to connect to the Services via a network connection that meets Oracle's specifications.

5. You shall obtain at your sole expense any and all rights (including license rights) and consents from third parties necessary for Oracle and its subcontractors to access Third Party Software (including any Required Software) or perform the Services. You are solely responsible for maintenance of, the performance of, any testing of, and resolving any issues related to, Third Party Software, and any other software transitioned into your Environment(s) without Oracle's prior consent, as well as the impact that such Third Party Software and such other software may have on the Services.

6. You shall defend and indemnify Oracle against liability arising under any applicable laws, ordinances or regulations from your termination or modification of the employment of any of your employees in connection with Services.

7. You acknowledge and agree that (i) if Oracle's performance of activities specified herein exceeds the Term set forth in the ordering document due to your failure to meet the obligations and responsibilities specified herein, you will be required to purchase applicable additional services from Oracle; (ii) use of the Services in a manner not consistent with this Service Description may adversely affect Services performance and/or may result in additional fees, and (ii) if Oracle's cost of providing the Services is increased because of a circumstance outside of Oracle's control, then additional fees for the additional work performed by Oracle due to such circumstances may apply.

8. You agree to pay within 30 days of written notification any fees applicable to Your use of the Services in excess of Your rights. If You do not pay, Oracle can end Your Services.

9. You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking, availability or performance testing of the Services; or (c) perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration tests of the Services (the "Acceptable Use Policy"). In addition to other rights in the Agreement and Your ordering document, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

D. Assumptions

1. Capitalized terms used but not defined in this Service Description have the meaning set forth in the Agreement, or the Oracle Managed Cloud Services Definitions Schedule available at https://support.oracle.com by searching on Document ID 780129.5.

2. Oracle may make changes or updates to the Services during the Services Term, including to reflect changes in technology, industry practices, and patterns of system use and reserves the right to provide services from locations, and/or through use of subcontractors, worldwide.

E. Warranty and Disclaimers

The sole and exclusive warranty for the Services is that Oracle warrants that the Services will be provided in all material respects with this Service Description.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

ORACLE DOES NOT WARRANT THAT SERVICES WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE. YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

F. Exclusive Remedy

If the Services provided to You for any given month during the Services Term were not in accordance with the warranty specified in the previous Section, You must provide written notice to Oracle no later than five (5) business days after the last day of that particular month. Your notice must describe the deficiency (including the Service Request number notifying Oracle of the deficiency in service), and must be submitted to outsourcingcredit_ww@oracle.com.

If the Services were deficient, Oracle will remit, if applicable, a services fee credit for such month calculated at ten (10) percent of the monthly payment amount for the Services.

The credit will be in the form of a credit towards any outstanding balance for Managed Cloud Services owed to Oracle, and the remittance of such credit WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND ORACLE'S SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED IN THIS ORDER.

G. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

H. Data Privacy

In performing the Services, Oracle will comply with the Managed Cloud Services Delivery Policies for Oracle Public Cloud in the Oracle Managed Cloud Services Service Descriptions. The Managed Cloud Services Delivery Policies for Oracle Public Cloud in the Oracle Managed Cloud Services Service Descriptions are available under the category "Cloud Services" at http://www.oracle.com/contracts. The Oracle Consulting & Advanced Customer Services Security Practices do not apply to the Services.

During the Services Term, Oracle may update the policy and practices to reflect changes in, among other things, laws, regulations, rules, technology, and industry practices. Such updates will not materially reduce the level of performance, functionality, security, or availability of the Services during the Services Term. Unless otherwise specified in the order, Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to those specified in the order and herein. You are responsible for any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Services Personal Information) as part of the Services.

I. Service Monitoring and Analyses

Oracle continuously monitors the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. Oracle will retain all intellectual property rights in Service Analyses.

Oracle Business Help Desk for Software as a Service: Translation Support – Additional One (1x) Language

Service	Part #
Oracle Business Help Desk for SaaS: Translation Support – Additional One (1x) Language	B90167

A. Description of Services

Oracle Business Help Desk for SaaS: Translation Support - Additional One (1x) Language (the "Services") consists of:

1. Identification and documentation of one additional service language for which the Services will be provided.

2. Translation of Service Requests from English to one (1) additional Service Language identified and documented by Oracle as either (a) Spanish or (b) Portuguese (each referred to herein as the "Selected Language"), and from the Selected Language to English, in accordance with and to supplement the established maximums of one (1) of the following services separately purchased by You (hereinafter "Pre-requisite Service"):

Service	Part #
Oracle Business Help Desk for Software as a Service ("SaaS")	B90164

B. Service Maximums

The Services are subject to the following constraints**:**

Service Maximum(s)	Additional Service Language
Additional Service Language	One (1) of the following: • Spanish • Portuguese

For purposes of the Service Maximum(s) described above, the following definition applies:

ADDITIONAL SERVICE LANGUAGE: The Selected Language used to translate Service Requests.

C. Your Obligations

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

1. You must purchase and maintain for the duration of the Services Term the Pre-requisite Service listed above.

2. Your Oracle Software as a Service programs for which You are purchasing the Services must be configured with user access and language profile options for both the U.S. English language and the Selected Language as required for Oracle to provide the Services.

3. You acknowledge and agree that any exception to your compliance with the obligations and responsibilities described herein is granted on the condition that Oracle is not responsible for the resulting consequences.

4. You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content. Additionally, for Oracle Cloud at Customer, You are responsible for providing adequate physical and network security (e.g., intrusion detection systems, access controls, and firewalls) to prevent unauthorized access to Your Oracle Cloud Services from Your networks.

5. You are responsible for acquiring and maintaining all applicable software, equipment, and telecommunications required to connect to the Services via a network connection that meets Oracle's specifications.

6. You shall obtain at your sole expense any and all rights (including license rights) and consents from third parties necessary for Oracle and its subcontractors to access Third Party Software (including any Required Software) or perform the Services. You are solely responsible for maintenance of, the performance of, any testing of, and resolving any issues related to, Third Party Software, and any other software transitioned

into your Environment(s) without Oracle's prior consent, as well as the impact that such Third Party Software and such other software may have on the Services.

7. You shall defend and indemnify Oracle against liability arising under any applicable laws, ordinances or regulations from your termination or modification of the employment of any of your employees in connection with Services.

8. You acknowledge and agree that (i) if Oracle's performance of activities specified herein exceeds the Term set forth in the ordering document due to your failure to meet the obligations and responsibilities specified herein, you will be required to purchase applicable additional services from Oracle; (ii) use of the Services in a manner not consistent with this Service Description may adversely affect Services performance and/or may result in additional fees, and (ii) if Oracle's cost of providing the Services is increased because of a circumstance outside of Oracle's control, then additional fees for the additional work performed by Oracle due to such circumstances may apply.

9. You agree to pay within 30 days of written notification any fees applicable to Your use of the Services in excess of Your rights. If You do not pay, Oracle can end Your Services.

10. You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking, availability or performance testing of the Services; or (c) perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration tests of the Services (the "Acceptable Use Policy"). In addition to other rights in the Agreement and Your ordering document, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

D. Assumptions

1. Capitalized terms used but not defined in this Service Description have the meaning set forth in the Agreement, or the Oracle Managed Cloud Services Definitions Schedule available at https://support.oracle.com by searching on Document ID 780129.5.

2. Oracle may make changes or updates to the Services during the Services Term, including to reflect changes in technology, industry practices, and patterns of system use and reserves the right to provide services from locations, and/or through use of subcontractors, worldwide.

E. Warranty and Disclaimers

The sole and exclusive warranty for the Services is that Oracle warrants that the Services will be provided in all material respects with this Service Description.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

ORACLE DOES NOT WARRANT THAT SERVICES WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE. YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS

FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

F. Exclusive Remedy

If the Services provided to You for any given month during the Services Term were not in accordance with the warranty specified in the previous Section, You must provide written notice to Oracle no later than five (5) business days after the last day of that particular month. Your notice must describe the deficiency (including the Service Request number notifying Oracle of the deficiency in service), and must be submitted to outsourcingcredit_ww@oracle.com.

If the Services were deficient, Oracle will remit, if applicable, a services fee credit for such month calculated at 10 percent of the monthly payment amount for the Services.

The credit will be in the form of a credit towards any outstanding balance for Managed Cloud Services owed to Oracle, and the remittance of such credit WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND ORACLE'S SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED IN THIS ORDER.

G. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

H. Data Privacy

In performing the Services, Oracle will comply with the Managed Cloud Services Delivery Policies for Oracle Public Cloud in the Oracle Managed Cloud Services Service Descriptions. The Managed Cloud Services Delivery Policies for Oracle Public Cloud in the Oracle Managed Cloud Services Service Descriptions are available under the category "Cloud Services" at http://www.oracle.com/contracts. The Oracle Consulting & Advanced Customer Services Security Practices do not apply to the Services.

During the Services Term, Oracle may update the policy and practices to reflect changes in, among other things, laws, regulations, rules, technology, and industry practices. Such updates will not materially reduce the level of performance, functionality, security, or availability of the Services during the Services Term. Unless otherwise specified in the order, Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to those specified in the order and herein. You are responsible for any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Services Personal Information) as part of the Services.

I. Service Monitoring and Analyses

Oracle continuously monitors the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address

issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. Oracle will retain all intellectual property rights in Service Analyses.

Oracle Cloud Service Units

Service Offering	Part #
Oracle Cloud Service Unit	B90168

A. Description of Services

Oracle Cloud Service Units ("CSUs") may be used to obtain a wide variety of Managed Cloud Services as described in the Oracle Cloud Service Unit Catalog which may be viewed at https://support.oracle.com by searching on Document ID 780129.5.

CSUs are available for flexible month-to-month consumption and will expire one (1) year from the start of the Term for such CSUs. Any unused quantity of CSUs that remain at the end of the one year period will be forfeited and Oracle shall have no further obligation with respect to such unused CSUs.

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:

B. Your Obligations

1. You are responsible for purchasing the number of CSUs required to support Your Environment.

2. You acknowledge and agree that Oracle will invoice you and You shall pay all fees for CSUs upon Oracle acceptance of Your order.

3. You acknowledge and agree that any exception to your compliance with the obligations and responsibilities described herein is granted on the condition that Oracle is not responsible for the resulting consequences.

4. You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content. Additionally, for Oracle Cloud at Customer, You are responsible for providing adequate physical and network security (e.g., intrusion detection systems, access controls, and firewalls) to prevent unauthorized access to Your Oracle Cloud Services from Your networks.

5. You are responsible for acquiring and maintaining all applicable software, equipment, and telecommunications required to connect to the Services via a network connection that meets Oracle's specifications.

6. You shall obtain at your sole expense any and all rights (including license rights) and consents from third parties necessary for Oracle and its subcontractors to access Third Party Software (including any Required Software) or perform the Services. You are solely responsible for maintenance of, the performance of, any testing of, and resolving any issues related to, Third Party Software, and any other software transitioned into your Environment(s) without Oracle's prior consent, as well as the impact that such Third Party Software and such other software may have on the Services.

7. You shall defend and indemnify Oracle against liability arising under any applicable laws, ordinances or regulations from your termination or modification of the employment of any of your employees in connection with Services.

8. You acknowledge and agree that (i) use of the Services in a manner not consistent with this Service Description may adversely affect Services performance and/or may result in additional fees, and (ii) if Oracle's cost of providing the Services is increased because of a circumstance outside of Oracle's control, then additional fees for the additional work performed by Oracle due to such circumstances may apply.

9. You agree to pay within 30 days of written notification any fees applicable to Your use of the Services in excess of Your rights. If You do not pay, Oracle can end Your Services.

10. You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking, availability or performance testing of the Services; or (c) perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration tests of the Services (the "Acceptable Use Policy"). In addition to other rights in the Agreement and Your ordering document, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

C. **Assumptions**

1. Capitalized terms used but not defined in this Service Description have the meaning set forth in the Agreement, or the Oracle Managed Cloud Services Definitions Schedule available at https://support.oracle.com by searching on Document ID 780129.5.

2. Oracle may make changes or updates to the Services during the Services Term, including to reflect changes in technology, industry practices, and patterns of system use and reserves the right to provide services from locations, and/or through use of subcontractors, worldwide.

D. **Warranty and Disclaimers**

The sole and exclusive warranty for the Services is that Oracle warrants that the Services will be provided in all material respects with this Service Description.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR

ENVIRONMENTS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

ORACLE DOES NOT WARRANT THAT SERVICES WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE. YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

B. Exclusive Remedy

If the Services provided to You for any given month during the Services Term were not in accordance with the warranty specified in the previous Section, You must provide written notice to Oracle no later than five (5) business days after the last day of that particular month. Your notice must describe the deficiency (including the Service Request number notifying Oracle of the deficiency in service), and must be submitted to outsourcingcredit_ww@oracle.com.

If the Services were deficient, Oracle will remit, if applicable, a services fee credit for such month calculated at 10 percent of the monthly payment amount for the Services.

The credit will be in the form of a credit towards any outstanding balance for Managed Cloud Services owed to Oracle, and the remittance of such credit WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND ORACLE'S SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED IN THIS ORDER.

E. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

F. Data Privacy

In performing the Services, Oracle will comply with the Managed Cloud Services Delivery Policies for Oracle Public Cloud in the Oracle Managed Cloud Services Service Descriptions. The Managed Cloud Services Delivery Policies for Oracle Public Cloud in the Oracle Managed Cloud Services Service Descriptions are available under the category "Cloud Services" at http://www.oracle.com/contracts. The Oracle Consulting & Advanced Customer Services Security Practices do not apply to the Services.

During the Services Term, Oracle may update the policy and practices to reflect changes in, among other things, laws, regulations, rules, technology, and industry practices. Such updates will not materially reduce the level of performance, functionality, security, or availability of the Services during the Services Term. Unless otherwise specified in the order, Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to those specified in the order and herein. You are responsible for any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Services Personal Information) as part of the Services.

G. Service Monitoring and Analyses

Oracle continuously monitors the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. Oracle will retain all intellectual property rights in Service Analyses.

H. Services Term

The Services shall begin upon acceptance of Your order and end on the earlier of the following to occur: (i) Oracle's performance of the quantity of the Services; (ii) the end of the term specified in the order; (iii) the termination or expiration of the Services in accordance with the Agreement or order; or (iv) one (1) year from Oracle's acceptance of Your order (the "Term").

Oracle Critical Process Management for Software as a Service ("SaaS")

Service Offering	Part #
Oracle Critical Process Management for SaaS	B90157

A. Description of Services

Oracle Critical Process Management for SaaS services (the "Services") consist of the following for Oracle Programs for which You have purchased one or more of the Oracle Software as a Service listed in the Software as a Service table below ("Supported Programs"):

1. A customer management lead to serve as Your single point of contact to facilitate account management and service reviews.

2. Creation of a joint plan upon the commencement of the Services to transfer relevant information to Oracle prior to Production Go-Live (the "Initiation Phase"). The plan will identify the specific Supported Programs subject to the Services ("Identified Supported Programs") and provide information about (a) the Identified Supported Programs; (b) Your existing processes and procedures; and (c) Your functional and technical design documents. If subsequent to the creation of the joint plan the parties agree to include additional Supported Programs within the Identified Supported Programs, additional Initiation Phase activities will be required subject to additional fees. The Initiation Phase shall not exceed the time period identified in the Service Maximums table below.

3. Critical business process management support for the duration of the Services to (a) schedule, submit, and monitor the success or failure of batch job runs, integration flows, or application jobs; and (b) review output logs. The number of critical business processes and the number of Critical Business Process executions (the "Critical Business Process Runs") shall not exceed the maximum identified in the Service Maximums table below.

B. Oracle Software as a Service

The Services are available only for the following Oracle Software as a Service offerings (the "Supported Programs"):

Software as a Service
Oracle Fusion CRM Base Cloud Services Oracle Fusion Partner Relationship Cloud Services Oracle Fusion Customer Data Management Cloud Services Oracle Fusion Human Capital Management Cloud Services Oracle Fusion Talent Management Cloud Services Oracle Fusion Financial Cloud Services Oracle Fusion Procurement Cloud Services Oracle Fusion Project Portfolio Management Cloud Services Oracle Fusion Supply Chain Management Cloud Services Oracle Enterprise Performance Management Cloud Services Oracle Transportation Management Cloud Services Oracle Global Trade Management Cloud Services Oracle Commerce Cloud Services Oracle Customer Experience (CX) Cloud Services Oracle Field Service Cloud Services Oracle Talent Acquisition Cloud Services Oracle Service Cloud (Right Now) Service Taleo Learn Cloud Services

C. Service Maximums

The Services are subject to the following constraints (the "Service Maximums").

Service Maximums

Maximum		Oracle Critical Process Management for SaaS
Primary Hours of Operation	Batch and Processing Management	24x7
	Service Language	U.S. English
	Initiation Phase	1 month
	Request System	My Oracle Support (MOS)

Maximum	Oracle Critical Process Management for SaaS
Account & Service Review Frequency	Monthly
Operational Reporting Frequency	Weekly
Critical Business Processes	20
Critical Business Process Runs per Month	3000

For purposes of the Service Maximum(s) described above, the following definitions apply:

PRIMARY HOURS OF OPERATION: Your business hours during which the Services will be provided (in Hours per Day x Days per Week).

SERVICE LANGUAGE: The language used to perform the Services. Additional language options are available for purchase, as required.

INITIATION PHASE: The period at the commencement of the Services during which Oracle and You will perform the transfer activities defined above.

REQUEST SYSTEM: System through which Service Requests for the Services are raised and managed.

ACCOUNT & SERVICE REVIEW FREQUENCY and OPERATIONAL REPORTING FREQUENCY: The maximum entitlement for Your use of continual Service improvement and governance services as described in Appendix 1: Oracle Managed Cloud Service Delivery Policies of the *Oracle Managed Cloud Services Service Descriptions* published at oracle.com/contracts.

CRITICAL BUSINESS PROCESSES: Number of critical business processes across the Identified Supported Programs and/or integrations which Oracle will monitor, and for which Oracle will manage SRs.

D. Your Obligations

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:

1. You are responsible for Your, Your Users' and Your third parties' use of and access to networks, systems and all Environments, including use of and access to Your Content and for compliance by You and such third parties with the terms of the Agreement, Order and this Service Description.

2. You must purchase Oracle Software as a Service for the Identified Supported Programs prior to commencement of the Services.

3. During the Initiation Phase, You must provide information about Your (a) Identified Supported Programs; (b) existing processes and procedures, including critical business processes; and (c) functional and technical design documents.

4. You shall provide Oracle with necessary user and role access to the Identified Supported Programs as required to deliver the Services.

5. You shall be responsible for addressing any issues and/or failures related to batch job runs, integration flows, or application jobs.

6. You shall identify the Identified Supported Programs at the beginning of the Initiation Phase. Once identified, the Identified Supported Programs may not change.

7. You acknowledge and agree that any exception to your compliance with the obligations and responsibilities described herein is granted on the condition that Oracle is not responsible for the resulting consequences.

8. You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content. Additionally, for Oracle Cloud at Customer, You are responsible for providing adequate physical and network security (e.g., intrusion detection systems, access controls, and firewalls) to prevent unauthorized access to Your Oracle Cloud Services from Your networks.

9. You are responsible for acquiring and maintaining all applicable software, equipment, and telecommunications required to connect to the Services via a network connection that meets Oracle's specifications.

10. You shall obtain at your sole expense any and all rights (including license rights) and consents from third parties necessary for Oracle and its subcontractors to access Third Party Software (including any Required Software) or perform the Services. You are solely responsible for maintenance of, the performance of, any testing of, and resolving any issues related to, Third Party Software, and any other software transitioned into your Environment(s) without Oracle's prior consent, as well as the impact that such Third Party Software and such other software may have on the Services.

11. You shall defend and indemnify Oracle against liability arising under any applicable laws, ordinances or regulations from your termination or modification of the employment of any of your employees in connection with Services.

12. You acknowledge and agree that (i) if Oracle's performance of activities specified herein exceeds the Term set forth in the ordering document due to your failure to meet the obligations and responsibilities specified herein, you will be required to purchase applicable additional services from Oracle; (ii) use of the Services in a manner not consistent with this Service Description may adversely affect services performance and/or may result in additional fees, and (ii) if Oracle's cost of providing the Services is increased because of a circumstance outside of Oracle's control, then additional fees for the additional work performed by Oracle due to such circumstances may apply.

13. You agree to pay within 30 days of written notification any fees applicable to Your use of the Services in excess of Your rights. If You do not pay, Oracle can end Your Services.

14. You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking, availability or performance testing of the Services; or (c) perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration tests of the Services (the "Acceptable Use Policy"). In addition to other rights in the Agreement and Your ordering document, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

E. Assumptions

1. Capitalized terms used but not defined in this Service Description have the meaning set forth in the Agreement, or the Oracle Managed Cloud Services *Definitions Schedule* available at https://support.oracle.com by searching on Document ID 780129.5.

2. Oracle may make changes or updates to the Services during the Services Term, including to reflect changes in technology, industry practices, and patterns of system use and reserves the right to provide services from locations, and/or through use of subcontractors, worldwide.

F. Warranty and Disclaimers

The sole and exclusive warranty for the Services is that Oracle warrants that the Services will be provided in all material respects with this Service Description.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

ORACLE DOES NOT WARRANT THAT SERVICES WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE. YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

G. Exclusive Remedy

If the Services provided to You for any given month during the Term were not in accordance with the warranty specified in the previous Section, You must provide written notice to Oracle no later than five (5) business days after the last day of that particular month. Your notice must describe the deficiency (including the Service Request number notifying Oracle of the deficiency in service), and must be submitted to outsourcingcredit_ww@oracle.com.

If the Services were deficient, Oracle will remit, if applicable, a services fee credit for such month calculated at ten (10) percent of the monthly payment amount for the Services.

The credit will be in the form of a credit towards any outstanding balance for Managed Cloud Services owed to Oracle, and the remittance of such credit WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND ORACLE'S SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED IN THIS ORDER.

H. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

I. Data Privacy

In performing the Services, Oracle will comply with the Managed Cloud Services Delivery Policies for Oracle Public Cloud in the Oracle Managed Cloud Services Service Descriptions. The Managed Cloud Services Delivery Policies for Oracle Public Cloud in the Oracle Managed Cloud Services Service Descriptions are available under the category "Cloud Services" at http://www.oracle.com/contracts. The Oracle Consulting & Advanced Customer Services Security Practices do not apply to the Services.

During the Services Term, Oracle may update the policy and practices to reflect changes in, among other things, laws, regulations, rules, technology, and industry practices. Such updates will not materially reduce the level of performance, functionality, security, or availability of the Services during the Services Term. Unless otherwise specified in the order, Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to those specified in the order and herein. You are responsible for any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Services Personal Information) as part of the Services.

J. Service Monitoring and Analyses

Oracle continuously monitors the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. Oracle will retain all intellectual property rights in Service Analyses.

Oracle Critical Process Management for Software as a Service ("SaaS"): Additional Five (5x) Critical Processes

Service	Part #
Oracle Critical Process Management for SaaS: Additional Five (5x) Critical Processes	B90158

A. Description of Services

Oracle will identify and document five (5) additional Critical business processes, including 750 additional Critical Business Process Runs per month, across the Identified Oracle Programs and/or integrations which Oracle will monitor, and for which Oracle will manage SRs Critical Business Processes to supplement the established maximums of the following service separately purchased by You (hereinafter the "Pre-requisite Service").

Pre-requisite Service

Service	Part #
Oracle Critical Process Management for SaaS	B90157

B. Your Obligations

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:

1. You must separately purchase and maintain for the duration of the Services the Pre-requisite Service.

2. You acknowledge and agree that any exception to your compliance with the obligations and responsibilities described herein is granted on the condition that Oracle is not responsible for the resulting consequences.

3. You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content. Additionally, for Oracle Cloud at Customer, You are responsible for providing adequate physical and network security (e.g., intrusion detection systems, access controls, and firewalls) to prevent unauthorized access to Your Oracle Cloud Services from Your networks.

4. You are responsible for acquiring and maintaining all applicable software, equipment, and telecommunications required to connect to the Services via a network connection that meets Oracle's specifications.

5. You shall obtain at your sole expense any and all rights (including license rights) and consents from third parties necessary for Oracle and its subcontractors to access Third Party Software (including any Required Software) or perform the Services. You are solely responsible for maintenance of, the performance of, any testing of, and resolving any issues related to, Third Party Software, and any other software transitioned into your Environment(s) without Oracle's prior consent, as well as the impact that such Third Party Software and such other software may have on the Services.

6. You shall defend and indemnify Oracle against liability arising under any applicable laws, ordinances or regulations from your termination or modification of the employment of any of your employees in connection with Services.

7. You acknowledge and agree that (i) if Oracle's performance of activities specified herein exceeds the Term set forth in the ordering document due to your failure to meet the obligations and responsibilities specified herein, you will be required to purchase applicable additional services from Oracle; (ii) use of the Services in a manner not consistent with this Service Description may adversely affect Services performance and/or may result in additional fees, and (ii) if Oracle's cost of providing the Services is increased because of a circumstance outside of Oracle's control, then additional fees for the additional work performed by Oracle due to such circumstances may apply.

8. You agree to pay within 30 days of written notification any fees applicable to Your use of the Services in excess of Your rights. If You do not pay, Oracle can end Your Services.

9. You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking, availability or performance testing of the Services; or (c) perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration tests of the Services (the "Acceptable Use Policy"). In addition to other rights in the Agreement and Your ordering document, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

C. Assumptions

1. Capitalized terms used but not defined in this Service Description have the meaning set forth in the Agreement, or the Oracle Managed Cloud Services Definitions Schedule available at https://support.oracle.com by searching on Document ID 780129.5.

2. Oracle may make changes or updates to the Services during the Services Term, including to reflect changes in technology, industry practices, and patterns of system use and reserves the right to provide services from locations, and/or through use of subcontractors, worldwide.

D. Warranty and Disclaimers

The sole and exclusive warranty for the Services is that Oracle warrants that the Services will be provided in all material respects with this Service Description.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

ORACLE DOES NOT WARRANT THAT SERVICES WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE. YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

E. Exclusive Remedy

If the Services provided to You for any given month during the Services Term were not in accordance with the warranty specified in the previous Section, You must provide written notice to Oracle no later than five (5) business days after the last day of that particular month. Your notice must describe the deficiency (including the Service Request number notifying Oracle of the deficiency in service), and must be submitted to outsourcingcredit_ww@oracle.com.

If the Services were deficient, Oracle will remit, if applicable, a services fee credit for such month calculated at 10 percent of the monthly payment amount for the Services.

The credit will be in the form of a credit towards any outstanding balance for Managed Cloud Services owed to Oracle, and the remittance of such credit WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND ORACLE'S SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED IN THIS ORDER.

F. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

G. Data Privacy

In performing the Services, Oracle will comply with the Managed Cloud Services Delivery Policies for Oracle Public Cloud in the Oracle Managed Cloud Services Service Descriptions. The Managed Cloud Services Delivery Policies for Oracle Public Cloud in the Oracle Managed Cloud Services Service Descriptions are available under the category "Cloud Services" at http://www.oracle.com/contracts. The Oracle Consulting & Advanced Customer Services Security Practices do not apply to the Services.

During the Services Term, Oracle may update the policy and practices to reflect changes in, among other things, laws, regulations, rules, technology, and industry practices. Such updates will not materially reduce the level of performance, functionality, security, or availability of the Services during the Services Term. Unless otherwise specified in the order, Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to those specified in the order and herein. You are responsible for any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Services Personal Information) as part of the Services.

H. Service Monitoring and Analyses

Oracle continuously monitors the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. Oracle will retain all intellectual property rights in Service Analyses

I. Services Term

The Services shall begin upon acceptance of Your order and end on the earlier of the following to occur: (i) Oracle's performance of the quantity of the Services; (ii) the end of the term specified in the order; (iii) the termination or expiration of the Services in accordance with the Agreement or order; or (iv) one (1) year from Oracle's acceptance of Your order (the "Term").

Oracle Engineered Systems Incremental Patch Deployment for Oracle Platinum Service

Service Offering	Part #
Oracle Engineered Systems Incremental Patch Deployment for Oracle Platinum Service (1 Patch) – Local Delivery	B85531
Oracle Engineered Systems Incremental Patch Deployment for Oracle Platinum Service (1 Patch) – Remote Delivery	B85535
Oracle Engineered Systems Incremental Patch Deployment for Oracle Platinum Service (2 Patches) – Local Delivery	B85532
Oracle Engineered Systems Incremental Patch Deployment for Oracle Platinum Service (2 Patches) – Remote Delivery	B85536
Oracle Engineered Systems Incremental Patch Deployment for Oracle Platinum Service (3 Patches) – Local Delivery	B85533
Oracle Engineered Systems Incremental Patch Deployment for Oracle Platinum Service (3 Patches) – Remote Delivery	B85537
Oracle Engineered Systems Incremental Patch Deployment for Oracle Platinum Service (4 Patches) – Local Delivery	B85534
Oracle Engineered Systems Incremental Patch Deployment for Oracle Platinum Service (4 Patches) – Remote Delivery	B85538
Oracle Engineered Systems Incremental Patch Deployment for Oracle Platinum Service Connected (1 Patch) - Remote Delivery	B86720
Oracle Engineered Systems Incremental Patch Deployment for Oracle Platinum Service Connected (2 Patches) - Remote Delivery	B86721
Oracle Engineered Systems Incremental Patch Deployment for Oracle Platinum Service Connected (3 Patches) - Remote Delivery	B86722
Oracle Engineered Systems Incremental Patch Deployment for Oracle Platinum Service Connected (4 Patches) - Remote Delivery	B86723

Service Offering	Part #
Oracle Engineered Systems Incremental Patch Deployment w/SAP for Oracle Platinum Services (1 Patch)	B85539
Oracle Engineered Systems Incremental Patch Deployment w/SAP for Oracle Platinum Services (2 Patches)	B85540
Oracle Engineered Systems Incremental Patch Deployment w/SAP for Oracle Platinum Services (3 Patches)	B85541
Oracle Engineered Systems Incremental Patch Deployment w/SAP for Oracle Platinum Services (4 Patches)	B85542

A. Description of Services

1. Oracle will review and analyze Your current patching configuration for the product(s) set forth in the OPE section of the Annual Services Exhibit and deploy the updated/new patches You receive from My Oracle Support ("MOS") up to the number of patches specified in Your order by performing the following activities:

    a. Conduct a preliminary meeting and orientation;
    b. Identify the previously installed patches to be combined with the planned patches to be installed ("Patch Bundle") using one (1) of the following patching options:
        (i)   Oracle will install the Patch Bundle on one (1) actively running/online system that is substantially similar to the OPE; or
        (ii) Oracle will install the Patch Bundle on one (1) inactive/offline system that is substantially similar to the OPE; or
        (iii) Oracle will assist You with the installation of the Patch Bundle on one (1) system that is substantially similar to the OPE.
    c. Conduct a final meeting to review the Services.

B. Oracle Advanced Support Gateway

ACS Services may be delivered utilizing a gateway. A gateway is the computing platform, consisting of the Oracle Advanced Support Gateway software available on MOS and a physical or virtual hardware platform or an Oracle Public Cloud ("OPC"), which hosts Oracle's tools, for collecting, managing, updating and presenting information ("ACS Gateway"). Oracle's minimum hardware requirements for the ACS Gateway are available at http://www.oracle.com/us/support/library/advanced-support-gateway-host-reqs-1896462.pdf.   Oracle will provide the necessary software and instructions to install the ACS Gateway or You may provide Oracle remote access to install the ACS Gateway on Your behalf. You will ensure the ACS Gateway (i) has sufficient rack and floor space, air conditioning, electrical power, Internet connectivity and (ii) is correctly located within Your local-area network and wide-area network environments(s) (as agreed to with Oracle) and attached to Your network, to physically rack, stack and power-up. Once the ACS Gateway is installed, Oracle will deploy additional software on the ACS Gateway which will be used to deliver Your Services. If utilized, the ACS Gateway must be fully installed, connected and operational in order for You to receive the Services. Oracle retains all rights, title and interest to the Oracle supplied ACS Gateway. Oracle retains the right to update and/or replace the ACS Gateway at any time during the performance of the Services.

C. Additional Obligations and Project Assumptions

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

1. Your Obligations

    a. During the preliminary meeting, You will identify the system in subsection.A.1.b. above on which the Patch Bundle shall be installed.
    b. In the event You have ordered on-site Patch Bundle installation (as identified in subsection A.1.b.3.), such installation Services will be performed at Your location as defined in the exhibit.

2. Project Assumptions

    a. The Services shall be coordinated to coincide with the patching Services You are receiving under Platinum Services.
    b. Oracle shall limit Your access to functionality contained within the ACS Gateway in order to perform the Services.

Oracle Engineered Systems Quarterly Patch Deployment

Service Offering	Part #
Oracle Engineered Systems Quarterly Patch Deployment (1 Patch) – Local Delivery	B85523
Oracle Engineered Systems Quarterly Patch Deployment (1 Patch) – Remote Delivery	B85527
Oracle Engineered Systems Quarterly Patch Deployment (2 Patches) – Local Delivery	B85524
Oracle Engineered Systems Quarterly Patch Deployment (2 Patches) – Remote Delivery	B85528
Oracle Engineered Systems Quarterly Patch Deployment (3 Patches) – Local Delivery	B85525
Oracle Engineered Systems Quarterly Patch Deployment (3 Patches) – Remote Delivery	B85529
Oracle Engineered Systems Quarterly Patch Deployment (4 Patches) – Local Delivery	B85526
Oracle Engineered Systems Quarterly Patch Deployment (4 Patches) – Remote Delivery	B85530
Oracle Engineered Systems Quarterly Patch Deployment Connected (1 Patch) - Remote Delivery	B86724
Oracle Engineered Systems Quarterly Patch Deployment Connected (2 Patches) - Remote Delivery	B86725
Oracle Engineered Systems Quarterly Patch Deployment Connected (3 Patches) - Remote Delivery	B86726
Oracle Engineered Systems Quarterly Patch Deployment Connected (4 Patches) - Remote Delivery	B86727
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

A. **Description of Services**

1. Oracle will review and analyze Your current patching configuration for the product(s) set forth in the OPE section of the Annual Services Exhibit and deploy the updated/new patches You receive through My

Oracle Support ("MOS") up to the number of patches identified in Your order by performing the following Services:

a. Conduct a preliminary meeting and orientation;
b. Provide access to a Central Portal (defined below);
c. Install data collector software to gather patch history and configuration data for the environment set forth in the OPE section of the Annual Services Exhibit;
d. Review and analyze the patch and configuration data collected by the data collector software to identify recommended patches;
e. Conduct a meeting to establish a patching schedule;
f. Install patch(es) following the established patching schedule to include the following:
    (i) Review the recommendations with You and mutually agree upon the patches to be installed;
    (ii) Determine the compatibility of the planned patches to be installed with the previously installed patches for the product;
    (iii) Identify the previously installed patches to be combined with the planned patches to be installed ("Patch Bundle");
    (iv) Prepare and build the Patch Bundle;
    (v) Prior to installation, conduct a meeting to review the Patch Bundle contents;
    (vi) Install Patch Bundle(s) using one (1) of the following patching options:
        (1) Oracle will install the Patch Bundle on one (1) actively running/online system that is substantially similar to the OPE ; or
        (2) Oracle will install the Patch Bundle on one (1) inactive/offline system that is substantially similar to the OPE ; or
        (3) Oracle will assist You with the installation of the Patch Bundle on one (1) system that is substantially similar to the OPE.
g. Conduct a final meeting to review the Services.

2. Supplemental Resources

If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist in the furtherance of the Oracle Engineered Systems Quarterly Patch Deployment services, up to the maximum number of days per resource role as set forth in Your order. A "day" is defined as one (1) resource working eight (8) hours per day.[1]

B. **Oracle Advanced Support Gateway**

ACS Services may be delivered utilizing a gateway. A gateway is the computing platform, consisting of the Oracle Advanced Support Gateway software available on MOS and a physical or virtual hardware platform or an Oracle Public Cloud ("OPC"), which hosts Oracle's tools, for collecting, managing, updating and presenting information ("ACS Gateway"). Oracle's minimum hardware requirements for the ACS Gateway are available at http://www.oracle.com/us/support/library/advanced-support-gateway-host-reqs-1896462.pdf. Oracle will provide the necessary software and instructions to install the ACS Gateway or You may provide Oracle remote access to install the ACS Gateway on Your behalf. You will ensure the ACS Gateway (i) has sufficient rack and floor space, air conditioning, electrical power, Internet connectivity, and (ii) is correctly located within Your local-area network and wide-area network environments(s) (as agreed to with Oracle) and attached to Your network, to physically rack, stack and power-up. Once the ACS Gateway is installed, Oracle will deploy additional software on the ACS Gateway which will be used to deliver Your Services. If utilized, the ACS Gateway must be fully installed, connected and operational in order for You to receive the Services. Oracle

retains all rights, title and interest to the Oracle supplied ACS Gateway. Oracle retains the right to update and/or replace the ACS Gateway at any time during the performance of the Services.

The Oracle Advanced Support Portal ("Central Portal") is a Web-based interface hosted by Oracle in an Oracle datacenter. It is used for configuring and maintaining the Configuration Management Database ("CMDB"), managing monitoring events, handling change requests and documenting Your requests. It is accessible by You and authorized Oracle Support engineers.

C. Additional Obligations and Project Assumptions

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

1. Your Obligations

    a. During the preliminary meeting, You will identify the system in subsection A.1.f.6 in which the Patch Bundle shall be installed.
    b. In the event You have ordered on-site Patch Bundle installation (as identified in subsection A.1.f.6.iii), such installation Services will be performed at Your location as defined in the exhibit.
    c. You will comply with patch recommendations provided by Oracle, including authorizing prompt application of security patches.
    d. You are solely responsible for the impact and related risks resulting from Your failure to comply with Oracle patch recommendations.
    e.

2. Project Assumptions

    a. The Oracle Engineered Systems Quarterly Patch Deployment will be performed on up to one (1) Oracle database (per Zero Data Loss Recovery Appliance), two (2) Oracle databases (per Oracle Database Appliance), four (4) Oracle databases (per eighth rack**,** quarter rack or half rack Exadata; or half rack SuperCluster); up to eight (8) databases (per full rack Exadata or full rack SuperCluster) or Exalytics (per machine, up to three (3) Oracle VM ("OVM") guests and up to three (3) software instances of any combination of the following: (i.) Oracle Business Intelligence Enterprise Edition ("OBIEE") and Oracle TimesTen In-Memory Database; and/or (ii.) Oracle Essbase with optional Enterprise Performance Management ("EPM") Foundation; and/or (iii.) Oracle Endeca) in accordance with the quantities identified in Your Order; one (1) Mammoth patch deployment bundle (per Big Data Appliance).
    b. Additional database deployments may be purchased under a separate order.
    c. All communication (oral, written and electronic) associated with the delivery of the Service is only provided in English.
    d. Oracle shall limit Your access to functionality contained within the ACS Gateway in order to perform the Services.

Oracle Extensions and Integrations Support for Software as a Service ("SaaS")

Service Offering	Part #
Oracle Extensions and Integrations Support for SaaS	B90160

A. Description of Services

Oracle Extensions and Integrations Support for SaaS services (the "Services") consist of the following for the Oracle Programs for which You have purchased one or more of the Oracle Software as a Service listed in the Software as a Service table below ("Supported Programs"):

1. A customer management lead to serve as Your single point of contact to facilitate account management and service reviews;

2. Creation of a joint plan upon the commencement of the Services to transfer relevant information to Oracle prior to Production Go-Live (the "Initiation Phase"). The plan will identify the specific Supported Programs subject to the Services ("Identified Supported Programs") and provide information about (a) the Identified Supported Programs; (b) Your existing processes and procedures; (c) Your functional and technical design documents; and (d) installation documents for the Extensions (as defined below). If subsequent to the creation of the joint plan the parties agree to include additional Supported Programs within the Identified Supported Programs, additional Initiation Phase activities will be required subject to additional fees. The Initiation Phase shall not exceed the time period identified in the Service Maximums table below;

3. Extensions support for the duration of the Services to (a) review and validate extension requirements; (b) modify extensions and/or create new extensions; (c) unit test the new extensions; and (d) document the new extensions.

    Oracle PaaS-based extensions to the Identified Supported Programs may include, but are not limited to, the following (collectively, "Extensions"):

    a. Oracle Analytics Cloud Service Dashboards and Reports
    b. Oracle Business Intelligence Cloud Service reports
    c. Oracle Integration Cloud Service integrations
    d. Oracle Java Cloud Service Java extensions
    e. Mobile Cloud Service Application Program Interfaces
    f. Process Cloud Service processes
    g. Oracle SOA Cloud Service integration composites
    h. Oracle Visual Builder Cloud Service Web Applications

4. Receive Service Requests ("SRs") for extension and or integration management activities that are entered by You into My Oracle Support (the "Request System"), evaluate such SRs to determine the SR Type (specified below), and execute Your SR as further detailed in the *Cloud Service Unit Catalog* (which may be viewed at https://support.oracle.com by searching on Document ID 780129.5):

    a. Standard Extension SR (Type 3)
    b. Complex Extension SR (Type 4)
    c. New Extension SR (Type 5)

    For each such SR, Your Cloud Service Unit ("CSU") balance will be decremented by the number of CSUs for the SR Types specified in the *Cloud Service Unit Catalog.*

If Your CSU balance depletes to zero, You must purchase additional CSUs prior to submitting any further SRs.

5. Service Level Management for the Identified Supported Programs and Production Environments for the Oracle Extensions and Integrations Support for SaaS services under this Service Description as follows:

Service Level Target. The level of performance under the applicable Service Level that Oracle endeavors to achieve on a monthly basis as identified in the following table

Credit Criteria. If the monthly performance measured for a Service Level is below the Service Level Target, then the credit criteria are used to determine the applicable Service Level Credit as identified in the following table

Service Level Credit %. The percentage of monthly recurring fees to be credited based on the credit criteria as identified in the following table.

Service Levels	Service Level Target	Credit Criteria	Service Level Credit %
Service Request Resolution Time for Severity Level 1 SRs	▪ Severity Level 1, Type 3 SRs: 12 hours ▪ Severity Level 1, Type 4 SRs: 12 hours	<90% of Severity 1 Level SRs resolved within target	1.5%
Service Request Resolution Time for Severity Level 2 SRs	24 hours	<90% of Severity 2 Level SRs resolved within target	1.5%
Service Request Response Time	▪ Severity Level 1: 30 minutes ▪ Severity Level 2: 60 minutes ▪ Severity Level 3: 8 hours ▪ Severity Level 4: 24 hours	<90% of SRs responded to within target	None
Performance Against Service Description	Performance of the Services in accordance with this Oracle Extensions and Integrations Support for SaaS Service Description	As described under Performance Against Service Description	3%

For purposes of the Service Maximum(s) described in the above table, the following definitions apply:

a. Service Request Response Time
The Service Request Response Time Service Level measures the elapsed time (during the Primary Hours of Operation) taken for Oracle to acknowledge the receipt of an SR ("Time to Respond"). The Time to Respond commences when an SR is entered into the applicable queue in the Request System.

The Service Level Target Response Time shall be measured on a monthly basis calculated in accordance with the following formula:

Total number of SRs related to the Services and Production Environment(s) for the applicable Severity Level during the applicable month which meet the target response times identified in the Service Level Target column in the table above

divided by

Total number of SRs related to the Services and Production Environment(s) for the applicable Severity Level in such calendar month

multiplied by100.

b. Service Request Resolution Time
The Service Request Resolution Time Service Level measures the elapsed time (during the Primary Hours of Operation) within which an SR affecting a Production Environment is resolved (i.e. downgraded to a lower Severity Level or closed by Oracle). The resolution time commences when one of the following occurs:

(i) The submission of the SR via the Request System (notwithstanding anything to the contrary in the *Oracle Managed Cloud Service Delivery Policies*)
(ii) Oracle detects an incident and logs the incident as an SR in the Request System
(iii) An SR is upgraded from Severity Level 3 or 4 to Severity Level 1 or 2

The Service Request Resolution Time Service Level shall be measured on a monthly basis and calculated in accordance with the following formula:

Total number of SRs in a calendar month related to the Services and Production Environment(s) for the applicable Severity Level which meet the target resolution times identified in the Service Levels table above

divided by

Total number of SRs related to the Services and Production Environment(s) for the applicable Severity Level in such calendar month

multiplied by100.

c. Performance Against Service Description
If You demonstrate that Oracle failed to perform the Services in accordance with this Service Description during a particular month, You shall be entitled to a Service Level Credit as described in the Service Levels table above for such failure for such month. SRs and Incidents, for which the root cause is subject to any of the exclusions identified in the following paragraph, shall not be included in the Performance Against Service Description Service Level MINUS any Service Level Credit earned under the Service Request Resolution Time Service Levels in connection with the Services provided in such month.

d. Exclusions

Notwithstanding any provision or interpretation of this Service Description to the contrary, Oracle's obligation to provide Service Level Credits shall be excused to the extent the failure to meet the applicable Service Levels: (a) occurs during a Planned Outage or during any other period in which the Services are temporarily suspended under the Order; (b) is caused by changes to or failures of any equipment, hardware or Infrastructure component not provided or managed by Oracle, including equipment owned or provided by You; (c) is caused by the Internet or any other connectivity or communication facility, which is outside of Oracle's control; (d) is caused by actions, omissions, delays or any type of failure of a Third Party Vendor retained by You, a third party service provider retained by You, or any Third Party Software; (e) is caused by a Force Majeure event; (f) is caused by a declared Disaster; (g) is caused by a failure of You to perform Your obligations set forth in this Service Description; (h) results from any software bugs; (i) occurs within a Non-Production Environment; (j) is the result of application functional setup, configuration or functionality issues that are not within the scope of the Services; (k) results from Your request to limit Oracle work to resolve a Severity Level 1 Service Request to time periods that are less than 24 hours per day, seven days per week; (l) results from an event or failure which occurred prior to the effective date of the Order (e.g. preexisting Service Requests); (m) results from recurrence of a Problem for which Oracle has identified and recommended a Release, patch or other fix that You have not allowed Oracle to implement in the Production Environment; (n) occurs in a month when you have consumed more than 10 percent of the Annual Cloud Service Units identified in the Service Maximums table; or (o) is the result of Your changes to access controls for the Services.

B. Oracle Software as a Service

The Services are available only for the following Oracle Software as a Service offerings:

Software as a Service
Oracle Fusion CRM Base Cloud Services   Oracle Fusion Partner Relationship Cloud Services   Oracle Fusion Customer Data Management Cloud Services   Oracle Fusion Human Capital Management Cloud Services   Oracle Fusion Talent Management Cloud Services   Oracle Fusion Financial Cloud Services   Oracle Fusion Procurement Cloud Services   Oracle Fusion Project Portfolio Management Cloud Services   Oracle Fusion Supply Chain Management Cloud Services   Oracle Enterprise Performance Management Cloud Services   Oracle Transportation Management Cloud Services   Oracle Global Trade Management Cloud Services   Oracle Commerce Cloud Services   Oracle Customer Experience (CX) Cloud Services   Oracle Field Service Cloud Services   Oracle Talent Acquisition Cloud Services   Oracle Service Cloud (Right Now) Service   Taleo Learn Cloud Services

C. Service Maximums

The Services are subject to the following constraints:

Service Maximums

Service		Oracle Extensions and Integrations Support for SaaS
Primary Hours of Operation	SR Types 3, 4, and 5 for Extensions and Integrations Support	8x5
	Severity Level 1 SRs for Extensions and Integrations Support	24x7
	Service Language	U.S. English
	Initiation Phase	1 month
	Request System	My Oracle Support (MOS)
	Account & Service Review Frequency	Monthly
	Operational Reporting Frequency	Weekly
	Annual Cloud Service Units[1]	402

[1]Cloud Service Unit consumption shall remain level from month-to-month

For purposes of the Service Maximums described above, the following definitions apply:

PRIMARY HOURS OF OPERATION: Your business hours during which the Services will be provided (in Hours per Day x Days per Week).

SERVICE LANGUAGE: The language used to perform the Services. Additional language options are available for purchase, as required.

INITIATION PHASE: The period at the commencement of the Services during which Oracle and You will perform the transition activities defined above.

REQUEST SYSTEM: System through which Service Requests for the Services are raised and managed.

ACCOUNT & SERVICE REVIEW FREQUENCY and OPERATIONAL REPORTING FREQUENCY: The maximum entitlement for Your use of continual service improvement and governance services as described in Appendix 1: Oracle Managed Cloud Service Delivery Policies of the *Oracle Managed Cloud Services Service Descriptions* published at oracle.com/contracts.

ANNUAL CLOUD SERVICE UNITS: Number of Cloud Service Units ("CSUs") included with the Services per year. CSUs may be used to obtain the services described in the *Oracle Cloud Service Unit Catalog.* You may access the *Oracle Cloud Service Unit Catalog* at https://support.oracle.com by searching on Document ID 780129.5. Annual Cloud Service Units expire at the end of each year of the Services term; any unused

quantity of CSUs that remain at the end of the one year period will be forfeited and Oracle shall have no further obligation with respect to such unused CSUs.

D. Your Obligations

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:

1. You are responsible for Your, Your Users' and Your third parties' use of and access to networks, systems and all Environments, including use of and access to Your Content and for compliance by You and such third parties with the terms of the Agreement, Order and this service description.

2. You must procure (a) an Oracle Cloud Access Security Broker subscription; and b) an Oracle Identity Cloud Service subscription and/or Okta, as applicable for SSO functionality, prior to commencement of the Services.

3. During the Initiation Phase, You must provide information about Your (a) Identified Supported Programs; (b) existing processes and procedures; (c) functional and technical design documents; and (d) installation documents for extensions required to support the Services.

4. You shall provide Oracle with necessary user and role access to the Identified Supported Programs as required to deliver the Services.

5. You shall submit Service Requests with sufficient information and detailed documentation as required for delivery of the Services.

6. You shall identify the Identified Supported Programs at the beginning of the Initiation Phase. Once identified, the Identified Supported Programs may not change.

7. You acknowledge and agree that any exception to your compliance with the obligations and responsibilities described herein is granted on the condition that Oracle is not responsible for the resulting consequences.

8. You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content. Additionally, for Oracle Cloud at Customer, You are responsible for providing adequate physical and network security (e.g., intrusion detection systems, access controls, and firewalls) to prevent unauthorized access to Your Oracle Cloud Services from Your networks.

9. You are responsible for acquiring and maintaining all applicable software, equipment, and telecommunications required to connect to the Services via a network connection that meets Oracle's specifications.

10. You shall obtain at your sole expense any and all rights (including license rights) and consents from third parties necessary for Oracle and its subcontractors to access Third Party Software (including any Required Software) or perform the Services. You are solely responsible for maintenance of, the performance of, any testing of, and resolving any issues related to, Third Party Software, and any other software transitioned into your Environment(s) without Oracle's prior consent, as well as the impact that such Third Party Software and such other software may have on the Services.

11. You shall defend and indemnify Oracle against liability arising under any applicable laws, ordinances or regulations from your termination or modification of the employment of any of your employees in connection with Services.

12. You acknowledge and agree that (i) if Oracle's performance of activities specified herein exceeds the Term set forth in the ordering document due to your failure to meet the obligations and responsibilities specified herein, you will be required to purchase applicable additional services from Oracle; (ii) use of the Services in a manner not consistent with this Service Description may adversely affect services performance and/or may result in additional fees, and (ii) if Oracle's cost of providing the Services is increased because of a circumstance outside of Oracle's control, then additional fees for the additional work performed by Oracle due to such circumstances may apply.

13. You agree to pay within 30 days of written notification any fees applicable to Your use of the Services in excess of Your rights. If You do not pay, Oracle can end Your Services.

14. You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking, availability or performance testing of the Services; or (c) perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration tests of the Services (the "Acceptable Use Policy"). In addition to other rights in the Agreement and Your ordering document, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

E. Assumptions

1. Capitalized terms used but not defined in this Service Description have the meaning set forth in the Agreement, or the Oracle Managed Cloud Services Definitions Schedule available at https://support.oracle.com by searching on Document ID 780129.5.

2. Oracle may make changes or updates to the Services during the Services Term, including to reflect changes in technology, industry practices, and patterns of system use and reserves the right to provide services from locations, and/or through use of subcontractors, worldwide.

F. Warranty and Disclaimers

The sole and exclusive warranty for the Services is that Oracle warrants that the Services will be provided in all material respects in accordance with the Service Level set forth in Section A.5 of this Service Description.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

ORACLE DOES NOT WARRANT THAT SERVICES WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE. YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

G. Exclusive Remedy

If the Services provided to You for any given month during the Term were not in accordance with the warranty specified in the previous Section, You must provide written notice to Oracle no later than five (5) business days after the last day of that particular month. Your notice must describe the deficiency (including the Service Request number notifying Oracle of the deficiency in service), and must be submitted to outsourcingcredit_ww@oracle.com.

If the Services were deficient, Oracle will remit, if applicable, a services fee credit for such month calculated as set forth in Section A.5 of this Service Description.

The credit will be in the form of a credit towards any outstanding balance for Managed Cloud Services owed to Oracle, and the remittance of such credit WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND ORACLE'S SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED IN THIS ORDER.

H. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

I. Data Privacy

In performing the Services, Oracle will comply with the Managed Cloud Services Delivery Policies for Oracle Public Cloud in the *Oracle Managed Cloud Services Service Descriptions*. The Managed Cloud Services Delivery Policies for Oracle Public Cloud in the *Oracle Managed Cloud Services Service Descriptions* are available under the category "Cloud Services" at http://www.oracle.com/contracts. The Oracle Consulting & Advanced Customer Services Security Practices do not apply to the Services.

During the Services Term, Oracle may update the policy and practices to reflect changes in, among other things, laws, regulations, rules, technology, and industry practices. Such updates will not materially reduce the level of performance, functionality, security, or availability of the Services during the Services Term. Unless otherwise specified in the order, Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to those specified in the order and herein. You are responsible for any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Services Personal Information) as part of the Services.

J. Service Monitoring and Analyses

Oracle continuously monitors the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. Oracle will retain all intellectual property rights in Service Analyses.

Oracle Extensions and Integrations Support for Software as a Service ("SaaS"): Extended Support Coverage

Service Offering	Part #
Oracle Extensions and Integrations Support for SaaS: Extended Support Coverage 16 Hours x 5 Days	B90161
Oracle Extensions and Integrations Support for SaaS: Extended Support Coverage 24 Hours x 7 Days	B90162

A. Description of Services

Oracle Extensions and Integrations Support for SaaS - Extended Support Coverage (the "Services") consists of:

1. Extension of the Primary Hours of Operation for SR Types 3, 4 and 5 in accordance with and to supplement the established maximums of the following service purchased separately purchased by You (hereinafter, "Pre-requisite Service"):

Service Offering	Part #
Oracle Extensions and Integrations Support for SaaS	B90160

B. Service Maximums

The Services are subject to the following constraints:

Service Maximums

Service Maximum(s)	Primary Hours of Operation (Hours per Day x Days per Week)
Oracle Extensions and Integrations Support for SaaS - Extended Support Coverage 16 Hours x 5 Days (Part # B90161)	16x5
Oracle Extensions and Integrations Support for SaaS - Extended Support Coverage 24 Hours x 7 Days (Part # B90162)	24x7

For purposes of the Service Maximums described above, the following definition applies:

PRIMARY HOURS OF OPERATION: Your local business hours during which Oracle Extensions and Integrations Support for SaaS will be provided, excluding holidays.

C. Your Obligations

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

1. You must purchase and maintain for the duration of the Services the Pre-Requisite Service listed above.

2. You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content. Additionally, for Oracle Cloud at Customer, You are responsible for providing adequate physical and network security (e.g., intrusion detection systems, access controls, and firewalls) to prevent unauthorized access to Your Oracle Cloud Services from Your networks.

3. You are responsible for acquiring and maintaining all applicable software, equipment, and telecommunications required to connect to the Services via a network connection that meets Oracle's specifications.

4. You shall obtain at your sole expense any and all rights (including license rights) and consents from third parties necessary for Oracle and its subcontractors to access Third Party Software (including any Required Software) or perform the Services. You are solely responsible for maintenance of, the performance of, any testing of, and resolving any issues related to, Third Party Software, and any other software transitioned into your Environment(s) without Oracle's prior consent, as well as the impact that such Third Party Software and such other software may have on the Services.

5. You shall defend and indemnify Oracle against liability arising under any applicable laws, ordinances or regulations from your termination or modification of the employment of any of your employees in connection with Services.

6. You acknowledge and agree that (i) if Oracle's performance of activities specified herein exceeds the Term set forth in the ordering document due to your failure to meet the obligations and responsibilities specified herein, you will be required to purchase applicable additional services from Oracle; (ii) use of the Services in a manner not consistent with this Service Description may adversely affect services performance and/or may result in additional fees, and (ii) if Oracle's cost of providing the Services is increased because of a circumstance outside of Oracle's control, then additional fees for the additional work performed by Oracle due to such circumstances may apply.

7. You agree to pay within 30 days of written notification any fees applicable to Your use of the Services in excess of Your rights. If You do not pay, Oracle can end Your Services.

8. You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking, availability or performance testing of the Services; or (c) perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration tests of the Services (the "Acceptable Use

Policy"). In addition to other rights in the Agreement and Your ordering document, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

D. Assumptions

1. Capitalized terms used but not defined in this Service Description have the meaning set forth in the Agreement, or the Oracle Managed Cloud Services *Definitions Schedule* available at https://support.oracle.com by searching on Document ID 780129.5.

2. Oracle may make changes or updates to the Services during the Services Term, including to reflect changes in technology, industry practices, and patterns of system use and reserves the right to provide services from locations, and/or through use of subcontractors, worldwide.

E. Warranty and Disclaimers

The sole and exclusive warranty for the Services is that Oracle warrants that the Services will be provided in all material respects with this Service Description.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

ORACLE DOES NOT WARRANT THAT SERVICES WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE. YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

F. Exclusive Remedy

If the Services provided to You for any given month during the Term were not in accordance with the warranty specified in the previous Section, You must provide written notice to Oracle no later than five (5) business days after the last day of that particular month. Your notice must describe the deficiency (including the Service Request number notifying Oracle of the deficiency in service), and must be submitted to outsourcingcredit_ww@oracle.com.

If the Services were deficient, Oracle will remit, if applicable, a services fee credit for such month calculated at ten (10) percent of the monthly payment amount for the Services.

The credit will be in the form of a credit towards any outstanding balance for Managed Cloud Services owed to Oracle, and the remittance of such credit WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND ORACLE'S SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED IN THIS ORDER.

G. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR

THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

H. Data Privacy

In performing the Services, Oracle will comply with the Managed Cloud Services Delivery Policies for Oracle Public Cloud in the *Oracle Managed Cloud Services Service Descriptions*. The Managed Cloud Services Delivery Policies for Oracle Public Cloud in the *Oracle Managed Cloud Services Service Descriptions* are available under the category "Cloud Services" at http://www.oracle.com/contracts. The Oracle Consulting & Advanced Customer Services Security Practices do not apply to the Services.

During the Services Term, Oracle may update the policy and practices to reflect changes in, among other things, laws, regulations, rules, technology, and industry practices. Such updates will not materially reduce the level of performance, functionality, security, or availability of the Services during the Services Term. Unless otherwise specified in the order, Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to those specified in the order and herein. You are responsible for any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Services Personal Information) as part of the Services.

I. Service Monitoring and Analyses

Oracle continuously monitors the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. Oracle will retain all intellectual property rights in Service Analyses.

Oracle Extensions and Integrations Support for Software as a Service ("SaaS"): Translation Support – Additional One (1x) Language

Service	Part #
Oracle Extensions and Integrations Support for SaaS: Translation Support – Additional One (1x) Language	B90163

A. Description of Services

Oracle Extensions and Integrations Support for SaaS: Translation Support - Additional One (1x) Language (the "Services") consists of:

1. Identification and documentation of one (1) additional service language for which the Services will be provided.

2. Translation of Service Requests from English to one (1) additional Service Language identified and documented by Oracle as either (a) Spanish or (b) Portuguese (each referred to herein as the "Selected Language"), and from the Selected Language to English, in accordance with and to supplement the established maximums of one (1) of the following services separately purchased by You (hereinafter "Pre-requisite Service"):

Service	Part #
Oracle Extensions and Integrations Support for SaaS	B90160

B. Your Obligations

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:

1. You must purchase and maintain for the duration of the Services the Pre-requisite Service listed above.

2. Your Oracle Software as a Service programs for which You are purchasing the Services must be configured with user access and language profile options for both the U.S. English language and the Additional Service Language as required for Oracle to provide the Services.

3. You acknowledge and agree that any exception to your compliance with the obligations and responsibilities described herein is granted on the condition that Oracle is not responsible for the resulting consequences.

4. You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content. Additionally, for Oracle Cloud at Customer, You are responsible for providing adequate physical and network security (e.g., intrusion detection systems, access controls, and firewalls) to prevent unauthorized access to Your Oracle Cloud Services from Your networks.

5. You are responsible for acquiring and maintaining all applicable software, equipment, and telecommunications required to connect to the Services via a network connection that meets Oracle's specifications.

6. You shall obtain at your sole expense any and all rights (including license rights) and consents from third parties necessary for Oracle and its subcontractors to access Third Party Software (including any Required Software) or perform the Services. You are solely responsible for maintenance of, the performance of, any testing of, and resolving any issues related to, Third Party Software, and any other software transitioned into your Environment(s) without Oracle's prior consent, as well as the impact that such Third Party Software and such other software may have on the Services.

7. You shall defend and indemnify Oracle against liability arising under any applicable laws, ordinances or regulations from your termination or modification of the employment of any of your employees in connection with Services.

8. You acknowledge and agree that (i) if Oracle's performance of activities specified herein exceeds the Term set forth in the ordering document due to your failure to meet the obligations and responsibilities specified herein, you will be required to purchase applicable additional services from Oracle; (ii) use of the Services in a manner not consistent with this Service Description may adversely affect services performance and/or may result in additional fees, and (ii) if Oracle's cost of providing the Services is increased because of a circumstance outside of Oracle's control, then additional fees for the additional work performed by Oracle due to such circumstances may apply.

9. You agree to pay within 30 days of written notification any fees applicable to Your use of the Services in excess of Your rights. If You do not pay, Oracle can end Your Services.

10. You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking, availability or performance testing of the Services; or (c) perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration tests of the Services (the "Acceptable Use Policy"). In addition to other rights in the Agreement and Your ordering document, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

C. Assumptions

1. Capitalized terms used but not defined in this Service Description have the meaning set forth in the Agreement, or the Oracle Managed Cloud Services Definitions Schedule available at https://support.oracle.com by searching on Document ID 780129.5.

2. Oracle may make changes or updates to the Services during the Services Term, including to reflect changes in technology, industry practices, and patterns of system use and reserves the right to provide services from locations, and/or through use of subcontractors, worldwide.

D. Warranty and Disclaimers

The sole and exclusive warranty for the Services is that Oracle warrants that the Services will be provided in all material respects with this Service Description.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

ORACLE DOES NOT WARRANT THAT SERVICES WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE. YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

E. Exclusive Remedy

If the Services provided to You for any given month during the Term were not in accordance with the warranty specified in the previous Section, You must provide written notice to Oracle no later than five (5) business days after the last day of that particular month. Your notice must describe the deficiency (including the Service Request number notifying Oracle of the deficiency in service), and must be submitted to outsourcingcredit_ww@oracle.com.

If the Services were deficient, Oracle will remit, if applicable, a services fee credit for such month calculated at ten (10) percent of the monthly payment amount for the Services.

The credit will be in the form of a credit towards any outstanding balance for Managed Cloud Services owed to Oracle, and the remittance of such credit WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND ORACLE'S SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED IN THIS ORDER.

F. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

G. Data Privacy

In performing the Services, Oracle will comply with the Managed Cloud Services Delivery Policies for Oracle Public Cloud in the Oracle Managed Cloud Services Service Descriptions. The Managed Cloud Services Delivery Policies for Oracle Public Cloud in the Oracle Managed Cloud Services Service Descriptions are available under the category "Cloud Services" at http://www.oracle.com/contracts. The Oracle Consulting & Advanced Customer Services Security Practices do not apply to the Services.

During the Services Term, Oracle may update the policy and practices to reflect changes in, among other things, laws, regulations, rules, technology, and industry practices. Such updates will not materially reduce the level of performance, functionality, security, or availability of the Services during the Services Term. Unless otherwise specified in the order, Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to those specified in the order and herein. You are responsible for any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Services Personal Information) as part of the Services.

H. Service Monitoring and Analyses

Oracle continuously monitors the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. Oracle will retain all intellectual property rights in Service Analyses.

Oracle Functional Help Desk for Retail and Hospitality

Service Offering	Part #
Oracle Functional Help Desk for Oracle Retail and Hospitality	B85444
Oracle Functional Help Desk for Oracle Retail and Hospitality Hardware	B85445
Oracle Functional Help Desk for Oracle Retail and Hospitality Third Party Product	B85446
Oracle Retail Store Open Support bundled	B91895
Oracle Retail Store Close Support bundled	B91896
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

A. **Definitions**

"*End Users*" means those of Your employees, agents, and contractors who are properly licensed or properly authorized to use the Oracle programs, Oracle hardware systems, and Third Party Products identified in the PE.

"*Functional Help Desk Configuration Document*" means a document that specifies the technical specifications of Your PE.

 "Item" means, for Oracle programs, an application instance (i.e., a single set of memory structures, a single application code tree, and a single set of operating system processes that collectively access a single database); for Oracle hardware systems, the hardware system itself; and for Third Party Products, a hardware component (e.g., a monitor, scanner, printer, etc.).

"*Key Contacts"* means Your technical contacts for Oracle Premier Support, Your incident management team, and Your management escalation team.

"*Product Environment" or "PE"* means, as limited to the number of Oracle program licenses and Oracle hardware systems specified in Your order, the number of Third Party products specified in Your order, the number and location of Sites specified in Your order, and the number of Items of each specified on the Functional Help Desk Configuration Document: (i) the Oracle programs for which You maintain annual technical support during the Term, (ii) the Oracle hardware systems for which You maintain technical support during the Term, and (iii) the third party products which interface with the point of sale ("POS") terminals at the Sites ("Third Party Products").

"*Services*" means Oracle Functional Help Desk Services for the PE.

"*Site*" means a location from which Your End Users and/or Key Contacts may place SRs for Oracle Functional Help Desk Assistance Services.

"*SR*" means a service request, logged by Your End Users and/or Key Contacts, for Oracle Functional Help Desk Services.

"*Term*" means the period that commences on the effective date of Your order and ends on the date that is twelve (12) months thereafter.

B. Description of Services

During the Term, Oracle will provide the following Services:

1. Support Delivery Management

    One Technical Account Manager ("TAM") will be assigned to You, as Your primary contact for the Services. The TAM shall provide the following remotely:

    a. Assist You with developing and maintaining a Functional Help Desk Configuration Document.

    b. Assist You with developing a service delivery plan for the Services which takes into account:
        (i)   Your current, documented business processes and end user training practices;
        (ii)   Your current, documented customizations, extensions, modifications, localizations and interfaces/integrations for Oracle programs ("CEMLIs");
        (iii) Your current, documented PE operational processes, including processes for incident management, testing, change management, configuration management, and escalation management; and
        (iv)   Your current, documented PE priorities.

    c. If available, document information, captured during the Term for the PE, on work arounds, patches, fixes and/or known errors;

    d. Document the contact details of Your Key Contacts, the contact information Key Contacts will need to contact the Oracle Functional Help Desk described in Section B.2 below ("Oracle Functional Help Desk Contacts"), and the escalation process and procedures Key Contacts must follow in contacting the Oracle Functional Help Desk Contacts (all information collectively documented in the "Joint Contacts and Escalation Guide");

    e. Document the Oracle programs setups, configurations and technical specifications of the PE;

    f. Prepare and provide to one of Your Key Contacts a monthly report which shall include:
        (i)   Analysis of the trends in the SRs logged by Your End Users during the reporting period; and
        (ii)   Identification of the patch sets, alerts, new releases, de-support notices, or new support tools applicable to the Oracle programs in the PE that have been published by Oracle, via My Oracle Support ("MOS") during the reporting period.

    g. Conduct a Services orientation for Your Key Contacts;

    h. Conduct a Services delivery planning session with Your Key Contacts;

    i. Assist with SR management, prioritization and escalation in accordance with this exhibit;

    j. Communicate the status of Severity 1 SRs;

    k. For Oracle programs in the PE, facilitate communications between Oracle Global Customer Support and Your Key Contacts, provided, however, that for any SRs related to PE CEMLIs, the TAM will refer

Your Key Contacts to Oracle Consulting for assistance with discussing the terms and fees for addressing issues related to PE CEMLIs; and

l.   Maintain the Joint Contacts and Escalation Guide.

2.   Oracle Functional Help Desk Support

Oracle Functional Help Desk Contacts will be available to perform the following activities, remotely, twenty-four (24) hours a day, seven (7) days a week ("24x7"):

a.   For Oracle programs and Oracle hardware systems SRs only:
    (i)   Receive and acknowledge Oracle programs SR(s) that have been logged by Your End Users in MOS or by calling Oracle's designated help desk number for customers who have purchased technical support services;
    (ii)   Assist in gathering additional relevant information pertaining to the SR(s);
    (iii)   Assist in collecting system data as necessary to address SR resolution. System data may include trace files, log files, and diagnostic information;
    (iv)   Diagnose underlying issues and propose an SR resolution or work around where practical;
    (v)   As specified in Section D (Service Request Severity Levels) below, adjust the severity level of SR(s), if required;
    (vi)   As specified in Section D (Service Request Severity Levels) below, escalate SR(s) according to severity level definitions;
    (vii)   Coordinate with Your incident management team to address Severity 1 SR(s);
    (viii) Coordinate with Oracle Global Customer Support and You for SR(s) that cannot be resolved by the Oracle Functional Help Desk, provided, however, that for any SR(s) related to PE CEMLIs, the Oracle Functional Help Desk Contacts will refer You to Oracle Consulting for assistance with discussing the terms and fees for addressing issues related to PE CEMLIs;
    (ix)   Monitor SR(s) and provide status updates throughout the SR lifecycle;
    (x)   Provide assistance with basic administrative, functional and technical incidents;
    (xi)   Provide assistance regarding the use and navigation of the features and functionality of the Oracle programs, as configured in the PE;
    (xii)   You and Oracle agree that an SR will remain open until one of the following occurs:
        (1) The SR has been resolved;
        (2) You and Oracle agree to close the SR;
        (3) The SR is transferred or referred in accordance with this exhibit; or
        (4) The SR is determined by Oracle to be outside the scope of the Services, at which point the SR will be transferred back to one of Your Key Contacts.

b.   For Third Party Products SRs only, if included in Your order:
    (i)   Receive and acknowledge Third Party Products SR(s), from Your End Users;
    (ii)   Gather preliminary information pertaining to the Third Party Products SRs;
    (iii)   Transfer the Third Party Products SRs to You or the appropriate third party;
    (iv)   Update the Third Party Products SRs with information, if any, received from the third party (i.e., third party ticket number); and
    (v)   Once the Third Party Products SRs have been transferred to You or the third party, document the transfer information in the SR received from Your End User, and then close the SR.

3.   Oracle Retail Store Open Support (B91895)

If included in Your order, Oracle will monitor Oracle Retail Xstore Point-of-Service ("Xstore POS") and perform the following in an effort to address errors that may impact Your store startup process:

a. Setup and configure the Xstore POS monitoring process.
b. Review the monitoring exception report on a daily basis to identify post-polling errors, Xstore POS startup errors, and environment startup errors (each error, a "Startup Event").
c. Attempt to remediate Startup Events.
d. Create one SR per day to document the following:
  (i) Actions completed by Oracle to remediate Startup Events
  (ii) A list of any Startup Events that could not be remediated and require further collaboration with You to diagnose the issue.
e. Work with You to further diagnose Startup Events that could not be remediated and require further action.
f. Email a daily Startup Event summary report to one email address designated by You.
g. Provide You with trending reports that recommend actions to remediate recurring Startup Events, on a monthly basis or more frequently as deemed necessary by Oracle, to address and reduce the frequency of recurring Startup Events.

Oracle reserves the right to disable polling for recurring Startup Events if You fail to implement Oracle recommended actions within seven (7) calendar days.

4. Oracle Retail Store Close Support (B91896)

If included in Your order, Oracle will monitor Xstore POS and perform the following in an effort to address closing errors that may impact Your store closing and polling process:

a.   Setup and configure the Xstore POS monitoring process.
b. Review the monitoring exception report on a daily basis to identify Xstore POS closing and polling errors (each error, a "Close Event").
c. Create one SR per day to document the following:
  (i) Actions completed by Oracle to remediate Close Events
  (ii) A list of any Close Events that could not be remediated and require further collaboration with You to diagnose the issue
d. Work with You to further diagnose Close Events that could not be remediated and require further action.
e. Email a daily Close Event summary report to You.
f. Provide You with trending reports that recommend actions to remediate recurring Close Events, on a monthly basis or more frequently as deemed necessary by Oracle, to address and reduce the frequency of recurring Close Events.

Oracle reserves the right to disable polling for Close Events if You fail to implement Oracle recommended actions, within seven (7) calendar days.

5. Supplemental Resources

If included in Your order, Oracle will provide additional resources, either on-site or remotely, up to the maximum number of days[1] per resource role as set forth in Your order ("Supplemental Resources").

These Supplemental Resources may assist with one or more of the following activities in furtherance of the services provided under Your order for Oracle Functional Help Desk for Oracle Retail and Hospitality services:

a. Assistance with SRs related to the following:

   (i)   Issue identification and issue reproduction
   (ii)   Constructing a reproducible test case
   (iii) Potential workarounds
   (iv)   Guidance to implement the recommendations documented in the SR

b. Customer meetings

c. Knowledge sharing

d. Local language support

[1] A "day" is defined as one (1) resource working eight (8) hours per day, except in the following countries: Canada (7.5 hours per day), Denmark (7.4 hours per day), Finland (7.5 hours per day), Germany (7.8 hours per day), Israel (8.6 hours per day), and Norway (7.5 hours per day).

6. Out of Scope

The Services do not include any Service that is not expressly identified in this exhibit, including but not limited to:

a. Defining, creating, designing or implementing business practices or processes;

b. Products training;

c. Disaster recovery services;

d. System architecture design or validation;

e. Assistance, address or resolution of PE CEMLIs; and

f. Assistance, address or resolution of Third Party Products SRs, other than as expressly specified in Section B.2.b. above.

g. Any activity or tasks required to ensure that the then current supported release(s)/version(s) of Third Party Products are running in the PE.

B. **Performance Levels, Metrics and Targets**

Oracle will use commercially reasonable efforts to achieve the performance targets listed in the following table; however, the parties agree that Oracle shall not incur any contractual, financial, or other penalty or liability if Oracle does not achieve the performance targets.

Performance Level	Performance Metric	Performance Target
Average Speed of Answer ("ASA")	The average length of time a call (SRs) to the Oracle Functional Help Desk waits before being answered by Oracle	85% of all SRs are answered within 120 seconds

Performance Level	Performance Metric	Performance Target
First Call Resolution Rate	The average rate in which the call (SR) is handled in accordance with this exhibit	65% of first call issues (SRs) are handled within 1 hour of Your initial call to the Oracle Functional Help Desk
Abandon Rate	The percentage of calls in which a caller hangs up or terminates a call to the Oracle Functional Help Desk prior to the call being answered	<= 8% for calls (SRs) that hold longer than 120 seconds

C. **Service Request Severity Levels**

1. Service Request Severity Level Assignment

Working together, the parties shall assign each SR one of the severity definitions identified in the applicable Oracle Technical Support Policies, which are available at http://www.oracle.com/us/support/policies/index.html. The Severity Level of an Oracle program SR may be upgraded or downgraded, using the severity definitions, by the parties as set forth in the following two paragraphs. For purposes of clarity, SR(s) for Oracle programs CEMLIs will be handled in accordance with Section B.2.a.ix. and SR(s) for Third Party Products will be handled in accordance with Section B.2.b. (Third Party Products), and will not be upgraded or downgraded.

2. Downgrading Severity Levels

If, during the SR process, the incident no longer warrants the Severity Level currently assigned to it, then the Severity Level may be downgraded to a lower Severity Level that most accurately reflects the current impact of the incident.

3. Upgrading Severity Levels

If during the SR process, the incident warrants the assignment of a higher Severity Level, then the Severity Level may be upgraded to a higher Severity Level that most accurately reflects the then current impact of the incident. When requesting the designation of a higher Severity Level, You must provide Oracle with sufficient information that demonstrates the increased adverse impact of the SR on Your use of the Oracle programs in the PE.

D. **Your Service Specific Obligations and Project Assumptions**

You acknowledge that Your timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees, and suitably configured computer products (collectively, "cooperation") are essential to the performance of the Services as set forth in this exhibit. Oracle will not be responsible for any deficiency in performing the 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. General

(i)   Maintain the properly configured software and hardware/operating system platform to support the Services;

(ii)   Obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of the Services;

(iii)   Maintain annual technical support for the Oracle software and hardware with access to software patches and updates made available by Oracle under separate contract throughout the term of the Service;

(iv)   Restrict Oracle's access to any content or information that imposes privacy, security or regulatory obligations greater than those specified in this order;

(v)   Provide Oracle with full access to the relevant documentation and the functional, technical and business resources with adequate skills and knowledge to support the performance of the Services;

(vi)   Identify a designated contact to Oracle, with the appropriate level of authority, to set priorities, coordinate activities and resolve conflicts between Your teams regarding the Services hereunder;

(vii)   Provide, for all Oracle resources performing the Services at Your site, if any, a safe and healthful workspace;

(viii) Provide any notices, and obtain any consents, required for Oracle to perform the Services;

(ix)   Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform the Services;

(x)   Return all Oracle property (e.g., Oracle Advanced Support Gateway, hardware, VPNs, etc.) used for the delivery of the Services upon Oracle's request and in no event later than fourteen (14) days after the cessation of the Services;

(xi)   Provide and/or support all third-party software in connection with the provision of the Services defined in Your order;

(xii)   Provide complete and accurate information to Oracle regarding hardware system(s) for, or on, which the Services are to be performed, including, without limitation, the serial number for the hardware system(s);

(xiii) Perform back-up or archival reproductions of all software and data contained on all hardware system(s), and within any of Your systems or equipment that may be affected by the Services, prior to the commencement of the Services;

(xiv)   Prior to the commencement of the Services, inform Oracle of any storage, server, system, application, equipment or environment modifications that may affect Oracle's performance of the Services;

(xv)   Work with Oracle to facilitate an efficient delivery of the Services; and

(xvi)   In the event that there is a change to the Services such that Oracle employees will be required to perform the Services at Your work site, then as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.

b. Functional and Technical Support

(i)   Implement all recommendations, provided by Oracle to You, to modify the PE to facilitate Oracle's performance of the Services. Oracle reserves the right to suspend or cease the performance of the Services if You fail to implement recommendations as and when required by Oracle;

(ii)   Log all SRs in MOS or by calling Oracle's designated help desk number for customers who have purchased technical support services;

(iii) Work with Oracle to assign a Severity Level, per the severity definitions identified in the Technical Support Policies referenced in Section D. above, and criteria identified in Section D. above, to each SR;

(iv) While an SR is at Severity Level 1, have a Key Contact available twenty-four (24) hours per day, seven (7) days per week, to provide information requested by Oracle, answer questions and participate in diagnostics;

(v) Provide accurate business impact details for Severity Level 1 and Severity Level 2 SRs;

(vi) Be responsible for SRs that are not within the scope of the Services (e.g., SRs related to Third Party Products, SRs related to CEMLIs);

(vii) Provide overall SR management coordination for all products in the PE;

(viii) Assist Oracle with SR analysis, data collection, and resolution;

(ix) Validate any data correction and/or modifications to the PE;

(x) Initiate escalation procedures documented in the Joint Contacts and Escalation Guide for Severity Level 1 and Severity Level 2 SRs;

(xi) At Oracle's request, promptly identify to Oracle, and ensure the availability of, Your appropriate technical resources for assistance with resolution of SRs;

(xii) Perform all functional regression, unit and user acceptance testing for SR resolutions and work arounds provided by Oracle;

(xiii) Manage the setup and management of Your end users;

(xiv) Provide information on PE functional setups and configurations;

(xv) Test any change, modification, update or upgrade made to the PE;

(xvi) Adhere to Oracle's recommended practices, for instance, strategy and code promotion, as part of Your overall release management process;

(xvii) Prior to the commencement of the Services, provide to the TAM Your functional setups and configuration documents, business process flow documents, user acceptance test case documents, functional specifications, technical specifications, technical architecture documents, CEMLI documents, service operations training guides and other appropriate documentation for all products in the PE;

(xviii) Prior to the commencement of the Services, provide all documentation and training to Oracle with respect to Your internal processes and tools relevant to the performance of the Services;

(xix) Prior to the commencement of the Services, ensure all end users are properly trained on how to use all products and the PE; and

(xx) Prior to the commencement of the development of the Functional Help Desk Configuration Document, provide the Oracle Functional Help Desk Contacts, and the TAM, with a list of Sites (by site number, and address), and the number of Oracle program licenses, Oracle hardware systems, and Third Party Products at each such Site. The number of Sites on the list, and the numbers of Oracle program licenses, Oracle hardware systems, and Third Party Products at each Site on the list, shall be no greater than the numbers for each that are specified in the order under which You acquired Oracle Functional Help Desk Services.

c.   Changes to the PE

(i) Planned changes

Notify the Oracle Functional Help Desk Contacts designated in the Joint Contacts and Escalation Guide, and the TAM, of mutually agreed planned changes to the PE at least forty-eight (48) hours in advance of the planned change; and

(ii) Emergency changes

Notify the Oracle Functional Help Desk Contacts designated in the Joint Contacts and Escalation Guide, and the TAM, of emergency changes to the PE at least four (4) hours in advance of the emergency change.

d. Third Party Products

(i) Maintain annual technical support contract(s) between the You and all third parties for all Third Party Products in the PE throughout the Term of the Services;

(ii) Be responsible for Your relationships with all third parties necessary to support the Services, including, without limitation, all contract administration, any regular interaction regarding SR status, and all responsibility for knowledge, access privileges and use of available support tools;

(iii) Facilitate Oracle's access to the third party SR submission process between You and Your third parties, and provide all Oracle Functional Help Desk Contacts designated in the Joint Contacts and Escalation Guide, and the TAM, with such information and appropriate rights to so access;

(iv) Ensure Oracle is assigned rights to act on Your behalf to open SRs with Your third party(ies) both electronically and verbally;

(v) Provide any alternate contact information to be used for Third Party Product SRs. In the absence of alternate contact information, Oracle will open the Third Party Product SR with the contact information of the End User found in the original SR;

(vi) Be responsible for all Third Party Product SRs once transferred to You or the third party, including status tracking and all subsequent interactions; and

(vii) Limit Your Third Party Products SRs as set forth in Section E.2.d. below.

2. Project Assumptions

a. Throughout the Term, each Third Party Product in the PE must be the current supported release version of such Third Party Product then available from the third party;

b. SRs shall only be submitted via MOS or by calling Oracle's help desk number for customers who have purchased support;

c. Only Key Contacts may communicate with the Oracle Functional Help Desk Contacts regarding the Support Delivery Management services set forth in Section B.1. above;

d. Third Party Product SRs will not exceed 80% of the total number of SRs logged for Oracle programs and hardware systems in a given quarter. Receipt and acknowledgement of Third Party Product SRs in excess of 80% of the total number of SRs logged for Oracle programs and hardware systems is, at all times, at the sole discretion of the Oracle Functional Help Desk Contacts;

e. Each SR must relate to a single issue only. While additional issues may arise out of an earlier issue for which an SR had previously been submitted, such subsequent issues shall be considered new issues for purposes of this exhibit and a separate SR must be created for each such new issue; and

f. Notwithstanding any provision or interpretation of this exhibit to the contrary, the Services under this exhibit do not include, and Oracle shall not be responsible for, the quality and/or time for response, restoration or resolution of SR opened with any third party.

You acknowledge that if Oracle's cost of providing the Services is increased because of Your failure to meet the obligations listed in this exhibit, failure to provide cooperation, or because of any other circumstance outside of Oracle's control, then You agree to pay Oracle for such increased costs. Such increased costs may include time during which Oracle resources are under-utilized because of delays.

E. Fees, Expenses and Payment

You agree to pay Oracle the fees for the Services as identified in Your order. All Services and payments are non-cancelable and nonrefundable.

Expenses related to the providing of the Services are in addition to the fees for the Services identified in Your order. Such expenses will be invoiced monthly as they are incurred and are due within thirty (30) days of the invoice date.

F. Effect of Termination

Notwithstanding any provision or interpretation of this exhibit to the contrary, upon the expiration of the Term or the termination of this exhibit ("End Date"), Oracle's obligation to provide You with the Services under this exhibit shall terminate. As of the End Date, any portion of the Services that Oracle has not provided prior to the End Date shall be automatically forfeited by You on the End Date, and You shall not be entitled to any refund, or any credit toward additional or other services, for any unused portion of the Services. In order for Oracle to provide the Services to You after the End Date, You and Oracle shall mutually agree, in writing, under a separate order, to the terms and fees for such Services.

G. Data Privacy

In performing the Services, Oracle will treat the data that resides on Oracle, Your or third-party systems to which Oracle is provided access to perform the Services in accordance with the Oracle Services Privacy Policy, which is available at http://www.oracle.com/us/legal/privacy/services-privacy-policy-078833.html. The Oracle Services Privacy Policy is subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of protection specified in the Oracle Services Privacy Policy during the period for which fees for the Services have been paid.

H. Delivery of Services

Services shall be provided remotely. Oracle may provide the Services by phone, via a customer-specific web portal (if ordered), and/or via electronic communication. You agree that Oracle may access Your systems throughout the performance of the Services using an Oracle defined standard virtual private network ("VPN"), multi-protocol label switching ("MPLS") connection, or Oracle Web Conference ("OWC"). If necessary to perform the Services under this exhibit, Oracle will provide each of Your Sites with a single pre-configured VPN or MPLS device. You are responsible for the installation of the VPN or the MPLS device on Your internet network, in accordance with Oracle's specifications, to create a network connection between Oracle and Your Site(s).

You are responsible for ensuring that Your network and systems comply with specifications that Oracle provides and that all components of Your Oracle software environment are accessible through the VPN, MPLS, or OWC.

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.

Except for those Services identified in this exhibit as Services to be provided twenty four (24) hours a day, seven (7) days a week ("24x7"), Services are delivered during local business days and hours, excluding local

public holidays, in the time zone of Your Sites. Services are not available during non-business hours unless otherwise specified in the exhibit. Services designated "24x7" may be delivered at any time of day, seven days a week, including local public holidays.

Oracle Retail Store Open Support

Service Offering	Part #
Oracle Retail Store Support Base Fee	B91894
Oracle Retail Store Open Support	B91895

A. Description of Services

Oracle will provide the following services (the "RSOS Services") for Your Oracle Retail Xstore Point-of-Service ("Xstore POS").

1. Service Delivery Management

    Oracle will assign a Technical Account Manager ("TAM") to You for the duration of the RSOS Services who will provide the following:

    a. Conduct a preliminary meeting and orientation with You to review the RSOS Services.
    b. Document contact details for up to four (4) Users with administrator privileges assigned by You to function as primary points of contact ("Key Contacts") to coordinate with the TAM.
    c. Coordinate delivery of the RSOS Services.
    d. Review Service Requests ("SRs") logged by Oracle on Your behalf.
    e. Provide You with trending reports that identify recommended actions to remediate recurring Startup Events (defined below), either on a monthly basis, or more frequently as deemed necessary by Oracle, in an effort to reduce the frequency of recurring Startup Events.
    f. Prepare and provide to You quarterly RSOS delivery progress reports.

2. Retail Store Open Support

    Oracle will monitor Xstore POS and perform the following in an effort to address errors that may impact Your store startup process:

    a. Setup and configure the Xstore POS monitoring process.
    b. Review the monitoring exception report on a daily basis to identify post-polling errors, Xstore POS startup errors, and environment startup errors (each error, a "Startup Event").
    c. Attempt to remediate Startup Events.
    d. Create one SR per day to document the following:
        (i)   Startup Events that were remediated by Oracle, including completed steps and actions.
        (ii) A list of Startup Events that could not be remediated and require further collaboration with You to diagnose the issue
    e. Work with You to further diagnose Startup Events that could not be remediated and require further action.
    f. Email a daily Startup Event summary report to the email address designated by You.

Oracle reserves the right to disable polling for recurring Startup Events if You fail to implement Oracle recommended actions within seven (7) calendar days.

B. Out of Scope

RSOS Services do not include any service not expressly identified in this Service Description, including but not limited to, the following:

1. Deployment of new business functionality;

2. Assistance with creating custom code, building or testing extensions, enhancements, modifications, localizations or interfaces;

3. Updates or patches to Xstore POS applications;

4. Physical hardware installation; or

5. Network troubleshooting;

C. Your Obligations

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

You acknowledge that Oracle's ability to provide the RSOS Services depends upon Your fulfillment of the following obligations:

1. Maintain the properly configured software and hardware/operating system platform to support the RSOS Services.

2. Obtain licenses under separate contract for any necessary Oracle software and hardware programs before commencement of the RSOS Services.

3. Maintain annual technical support for the Oracle software and hardware with access to software patches and updates made available by Oracle under separate contract throughout the term of the RSOS Services.

4. Restrict Oracle's access to any content or information that imposes privacy, security or regulatory obligations greater than those specified in this Service Description.

5. Provide Oracle with full access to the relevant documentation and the functional, technical and business resources with adequate skills and knowledge to support the performance of the RSOS Services.

6. Identify a designated contact to Oracle, with the appropriate level of authority to set priorities, coordinate activities and resolve conflicts between Your teams regarding the RSOS Services.

7. Provide a safe and healthful workspace for any Oracle resources performing the RSOS Services at Your site.

8. Provide any notices, and obtain any consents, required for Oracle to perform the RSOS Services.

9. Limit Oracle's access to production environments or shared development environments to the extent necessary for Oracle to perform the RSOS Services.

10. Return all Oracle property (e.g., Oracle Advanced Support Gateway, hardware, VPNs, etc.) used for delivery of the RSOS Services upon Oracle's request and in no event later than fourteen (14) days after the cessation of the RSOS Services.

11. Provide and/or support all third-party software in connection with the provision of the RSOS Services.

12. Provide complete and accurate information to Oracle regarding hardware system(s) for, or on, which the RSOS Services are to be performed, including, without limitation, the serial number for the hardware system(s).

13. Perform back-up or archival reproductions of all software and data contained on all hardware system(s), and within any of Your systems or equipment that may be affected by the RSOS Services, prior to the commencement of the RSOS Services.

14. Prior to the commencement of the Services, inform Oracle of any storage, server, system, application, equipment or environment modifications that may affect Oracle's performance of the RSOS Services.

15. Work with Oracle to facilitate efficient delivery of the RSOS Services.

16. In the event that there is a change to the RSOS Services such that Oracle employees will be required to perform the Services at Your work site, then as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.

17. Prior to commencement of the RSOS Services, install and configure an Oracle-approved VPN connection.

18. Provide required private and public-facing network access, proper firewall settings, required predefined ports, and appropriate inbound and continuous outbound connectivity to Oracle.

19. Provide Oracle with a designated email address to which the daily Startup Event summary report will be sent.

20. Work with Oracle to diagnose Startup Events that could not be remediated and require further action, such as data collection or initiation of the Xstore POS startup process.

21. Implement Oracle recommended actions to remediate Startup Events within seven (7) calendar days.

D. Service Assumptions

1. You acknowledge that if Oracle's cost of providing RSOS Services is increased because of Your failure to meet the obligations identified in this Service Description, failure to provide cooperation, or because of any other circumstance outside of Oracle's control, then You agree to pay Oracle for such increased costs. Such increased costs may include time during which Oracle resources are under-utilized because of delays.

2. If You renew RSOS Services, Your renewal fee for the RSOS Services will be based on the pricing policies in effect at the time of renewal.

3. RSOS Services will be provided by remote resources.

E. Fees and Expenses

You agree to pay Oracle the fees for the RSOS Services identified in Your order. The RSOS Services and all payments are non-cancelable and nonrefundable.

Expenses related to providing RSOS Services are in addition to the fees identified in Your order. Such expenses will be invoiced monthly as they are incurred and are due within 30 days of the invoice date.

F. Term

The term of RSOS Services shall be as defined in the Services table in Your order ("Term").

Notwithstanding any provision or interpretation of this Service Description to the contrary, upon the expiration of the Term or the termination of the RSOS Service ("End Date"), Oracle's obligation to provide You with RSOS Services under this Service Description shall terminate. As of the End Date, any portion of RSOS Services that Oracle has not provided prior to the End Date shall be automatically forfeited by You, and You shall not be entitled to a refund, or a credit toward additional or other services, for any unused portion of RSOS Services. In order for Oracle to provide RSOS Services to You after the End Date, Oracle and You shall mutually agree, in writing, under a separate order, to the terms and fees for RSOS Services.

Oracle Retail Store Close Support

Service Offering	Part #
Oracle Retail Store Support Base Fee	B91894
Oracle Retail Store Close Support	B91896

A. Description of Services

Oracle will provide the following services (the "RSCS Services") for Oracle Retail Xstore Point-of-Service (the "Xstore POS").

1. Service Delivery Management

    Oracle will assign a Technical Account Manager ("TAM") to You for the duration of the RSCS Services who will provide the following:

    a. Conduct a preliminary meeting and orientation with You to review the RSCS Services.
    b. Document contact details for up to four (4) Users with administrator privileges assigned by You to function as primary points of contact ("Key Contacts") to coordinate with the TAM.
    c. Coordinate delivery of the RSCS Services.
    d. Review service requests ("SRs") logged by Oracle on Your behalf.
    e. Provide You with trending reports that identify recommended actions to remediate recurring Close Events (defined below), either on a monthly basis, or more frequently as deemed necessary by Oracle, in an effort to reduce the frequency of recurring Close Events.
    f. Prepare and provide to You quarterly RSCS Services delivery progress reports.

2. Retail Store Close Support

    Oracle will monitor Xstore POS and perform the following in an effort to address errors that may impact Your store closing and polling process.

    a. Setup and configure the Xstore POS monitoring process.
    b. Review the monitoring exception report created on a daily basis to identify closing and polling errors (each error, a "Close Event").

c. Create one SR per day to document the following:
(i) Close Events that were remediated by Oracle, including completed steps and actions.
(ii) A list of Close Events that could not be remediated and require further collaboration with You to diagnose the issue
d. Work with You to further diagnose Close Events that could not be remediated and require further action.
e. Email a daily Close Event summary report to the email address designated by You.

Oracle reserves the right to disable polling for Close Events if You fail to implement Oracle-recommended actions within seven (7) calendar days.

B. Out of Scope

RSCS Services do not include any service not expressly identified in this Service Description, including but not limited to:

1. Deployment of new business functionality;

2. Assistance with creating custom code, building or testing extensions, enhancements, modifications, localizations or interfaces;

3. Updates or patches to Xstore POS;

4. Configuration or training of third party applications;

5. Physical Hardware Installation; or

6. Network Troubleshooting

C. Your Obligations

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

You acknowledge that Oracle's ability to provide the RSCS Services depends upon Your fulfillment of the following obligations:

1. Maintain the properly configured software and hardware/operating system platform to support the RSCS Services.

2. Obtain licenses under separate contract for any necessary Oracle software and hardware programs before commencement of the RSCS Services.

3. Maintain annual technical support for the Oracle software and hardware with access to software patches and updates made available by Oracle under separate contract throughout the term of the RSCS Services.

4. Restrict Oracle's access to any content or information that imposes privacy, security or regulatory obligations greater than those specified in this Service Description.

5. Provide Oracle with full access to the relevant documentation and the functional, technical and business resources with adequate skills and knowledge to support the performance of the RSCS Services.

6. Identify a designated contact to Oracle, with the appropriate level of authority, to set priorities, coordinate activities and resolve conflicts between Your teams regarding the RSCS Services.

7. Provide a safe and healthful workspace for any Oracle resources performing the RSCS Services at Your site.

8. Provide any notices, and obtain any consents, required for Oracle to perform the RSCS Services.

9. Limit Oracle's access to production environments or shared development environments to the extent necessary for Oracle to perform the RSCS Services.

10. Return all Oracle property (e.g., Oracle Advanced Support Gateway, hardware, VPNs, etc.) used for the delivery of RSCS Services upon Oracle's request and in no event later than fourteen (14) days after the cessation of the RSCS Services.

11. Provide and/or support all third-party software in connection with the provision of the RSCS Services.

12. Provide complete and accurate information to Oracle regarding hardware system(s) for, or on, which the RSCS Services are to be performed, including, without limitation, the serial number for the hardware system(s).

13. Perform back-up or archival reproductions of all software and data contained on all hardware system(s), and within any of Your systems or equipment that may be affected by the RSCS Services, prior to the commencement of the RSCS Services.

14. Prior to the commencement of the RSCS Services, inform Oracle of any storage, server, system, application, equipment or environment modifications that may affect Oracle's performance of the RSCS Services.

15. Work with Oracle to facilitate an efficient delivery of the RSCS Services.

16. In the event that there is a change to the RSCS Services such that Oracle employees will be required to perform the RSCS Services at Your work site, then as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.

17. Prior to commencement of the RSCS Services, install and configure an Oracle-approved VPN connection.

18. Provide required private and public-facing network access, proper firewall settings, required predefined ports, and appropriate inbound and continuous outbound connectivity to Oracle.

19. Provide Oracle with a designated email address to which the daily Close Event summary report will be sent.

20. Work with Oracle to diagnose identified Close Events that could not be remediated and require further action to address SR resolution, including, but not limited to, data collection, initiation of the Xstore POS polling process and retrieval and processing of pospoll files.

21. Implement Oracle-recommended actions to remediate Close Events within seven (7) calendar days.

D. Service Assumptions

1. You acknowledge that if Oracle's cost of providing RSCS Services is increased because of Your failure to meet the obligations identified in this Service Description, failure to provide cooperation, or because of

any other circumstance outside of Oracle's control, then You agree to pay Oracle for such increased costs. Such increased costs may include time during which Oracle resources are under-utilized because of delays.

2. If You renew RSCS Services, Your renewal fee for the RSCS Services will be based on the pricing policies in effect at the time of renewal.

3. RSCS Services will be provided by remote resources.

E. Fees and Expenses

You agree to pay Oracle the fees for RSCS Services identified in Your order. The RSCS Services and all payments are non-cancelable and non-refundable.

Expenses related to providing RSCS Services are in addition to the fees identified in Your order. Such expenses will be invoiced monthly as they are incurred and are due within 30 days of the invoice date.

F. Term

The term of RSCS Services shall be as defined in the Services table in Your order ("Term").

Notwithstanding any provision or interpretation of this Service Description to the contrary, upon the expiration of the Term or the termination of the RSCS Service ("End Date"), Oracle's obligation to provide You with RSCS Services under this Service Description shall terminate. As of the End Date, any portion of RSCS Services that Oracle has not provided prior to the End Date shall be automatically forfeited by You, and You shall not be entitled to a refund, or a credit toward additional or other services, for any unused portion of RSCS Services. In order for Oracle to provide RSCS Services to You after the End Date, Oracle and You shall mutually agree, in writing, under a separate order, to the terms and fees for RSCS Services.

Oracle Managed Identity Cloud Service, Standard

Service Offering	Part #
Oracle Managed Identity Cloud Service, Standard	B90152

A. Description of Services

Oracle Managed Identity Cloud Service, Standard ("the Services") consists of the following services for Your web-enabled applications utilizing Oracle Identity Cloud Service (the "IDCS Environment(s)"):

1. Provide a named security service manager to manage delivery of the Services.

2. Provide You with access URLs and administrative User names and passwords for Oracle Identity Cloud Service ("IDCS").

3. Configure and enable the following for Your IDCS:

   a. Synchronization of identities between Your Active Directory domain and the IDCS repository.
   b. Security Assertion Markup Language 2.0 ("SAML2") compliant federated single sign-on for web applications identified by You.
   c. Multi-factor authentication of Your SAML2 integrations with web applications identified by You (the "SAML2 Integrations").

d. Delegation of security and user administration capabilities for users identified by You.
e. Sign-in page and email template with branding logos provided by You.
f. Audit reports for user login and application access attempts.
g. Password policy in accordance with security requirements provided by You.

4. Assist You with issues related to the Services identified during Your User Acceptance Testing ("UAT").

5. Upon Your successful completion and signoff of UAT, migrate configurations to Your Production Environment.

6. Evaluate Oracle's product development release schedules for Your Identity Cloud Service and make recommendations for configuration changes.

7. Provide level 3 triage, troubleshooting, and escalation support for Incidents related to the Services.

8. Renew SAML signing certificates upon expiry and re-configure federation with new certificates.

B. Service Maximums

The Services are subject to the following constraints:

Maximums

Type	Quantity/Frequency
Service Delivery Reviews	Quarterly
IDCS Environments	2 (Production and Production Support)
SAML2 Integrations	8
Active Directory Domains	1

For purposes of the Service Maximums described above, the following definition applies:

SERVICE DELIVERY REVIEWS: Meetings conducted with You to review service reports, discuss findings, risks and remediation recommendations, review delivery of the Services, identify any changes in Your business or environments that may impact effectiveness of the Services, and evaluate additional services that may be required to address new threats.

C. Your Obligations

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:

1. You must procure and maintain for the duration of the Services an Oracle Identity Cloud Service subscription for the Production Environment and Production Support Environment.

2. You must provide Oracle the Active Directory connection details.

3. You must provide the SAML metadata of Your identified web applications for federated single sign on ("SSO").

4. You must provide a set of users to be configured in IDCS as delegated user administrators.

5. You are responsible for user administration in Your identified web applications integrated for federated SSO.

6. You are responsible for Your, Your Users' and Your third parties' use of and access to networks, systems and all Environments, including use of and access to Your Content and for compliance by You and such third parties with the terms of the Agreement, order and this service description.

7. Provide level 1 and level 2 incident management support for Incidents related to the Services.

8. You must use My Oracle Support to raise Service Requests and Requests for Change related to the Services.

9. You acknowledge and agree that any exception to your compliance with the obligations and responsibilities described herein is granted on the condition that Oracle is not responsible for the resulting consequences.

10. You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content. Additionally, for Oracle Cloud at Customer, You are responsible for providing adequate physical and network security (e.g., intrusion detection systems, access controls, and firewalls) to prevent unauthorized access to Your Oracle Cloud Services from Your networks.

11. You are responsible for acquiring and maintaining all applicable software, equipment, and telecommunications required to connect to the Services via a network connection that meets Oracle's specifications.

12. You shall obtain at your sole expense any and all rights (including license rights) and consents from third parties necessary for Oracle and its subcontractors to access Third Party Software (including any Required Software) or perform the Services. You are solely responsible for maintenance of, the performance of, any testing of, and resolving any issues related to, Third Party Software, and any other software transitioned into your Environment(s) without Oracle's prior consent, as well as the impact that such Third Party Software and such other software may have on the Services.

13. You shall defend and indemnify Oracle against liability arising under any applicable laws, ordinances or regulations from your termination or modification of the employment of any of your employees in connection with Services.

14. You acknowledge and agree that (i) if Oracle's performance of activities specified herein exceeds the Term set forth in the ordering document due to your failure to meet the obligations and responsibilities specified herein, you will be required to purchase applicable additional services from Oracle; (ii) use of the Services in a manner not consistent with this Service Description may adversely affect Services performance and/or may result in additional fees, and (ii) if Oracle's cost of providing the Services is increased because of a circumstance outside of Oracle's control, then additional fees for the additional work performed by Oracle due to such circumstances may apply.

15. You agree to pay within 30 days of written notification any fees applicable to Your use of the Services in excess of Your rights. If You do not pay, Oracle can end Your Services.

16. You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or

obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking, availability or performance testing of the Services; or (c) perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration tests of the Services (the "Acceptable Use Policy"). In addition to other rights in the Agreement and Your ordering document, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

D. Assumptions

1. Capitalized terms used but not defined in this Service Description have the meaning set forth in the Agreement, or the Oracle Managed Cloud Services Definitions Schedule available at https://support.oracle.com by searching on Document ID 780129.5.

2. Oracle may make changes or updates to the Services during the Services Term, including to reflect changes in technology, industry practices, and patterns of system use and reserves the right to provide services from locations, and/or through use of subcontractors, worldwide.

E. Warranty and Disclaimers

The sole and exclusive warranty for the Services is that Oracle warrants that the Services will be provided in all material respects with this Service Description.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

ORACLE DOES NOT WARRANT THAT SERVICES WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE. YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

F. Exclusive Remedy

If the Services provided to You for any given month during the Services Term were not in accordance with the warranty specified in the previous Section, You must provide written notice to Oracle no later than five (5) business days after the last day of that particular month. Your notice must describe the deficiency (including the Service Request number notifying Oracle of the deficiency in service), and must be submitted to outsourcingcredit_ww@oracle.com.

If the Services were deficient, Oracle will remit, if applicable, a services fee credit for such month calculated at 10 percent of the monthly payment amount for the Services.

The credit will be in the form of a credit towards any outstanding balance for Managed Cloud Services owed to Oracle, and the remittance of such credit WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND ORACLE'S SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED IN THIS ORDER.

G. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

H. Data Privacy

In performing the Services, Oracle will comply with the Managed Cloud Services Delivery Policies for Oracle Public Cloud in the Oracle Managed Cloud Services Service Descriptions. The Managed Cloud Services Delivery Policies for Oracle Public Cloud in the Oracle Managed Cloud Services Service Descriptions are available under the category "Cloud Services" at http://www.oracle.com/contracts.   The Oracle Consulting & Advanced Customer Services Security Practices do not apply to the Services.

During the Services Term, Oracle may update the policy and practices to reflect changes in, among other things, laws, regulations, rules, technology, and industry practices. Such updates will not materially reduce the level of performance, functionality, security, or availability of the Services during the Services Term. Unless otherwise specified in the order, Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to those specified in the order and herein. You are responsible for any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Services Personal Information) as part of the Services.

I. Service Monitoring and Analyses

Oracle continuously monitors the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. Oracle will retain all intellectual property rights in Service Analyses.

Oracle Managed Identity Cloud Service, Advanced

Service	Part #
Oracle Managed Identity Cloud Service, Advanced	B90153
Oracle Managed Identity Cloud Service, Advanced Plus	B90154
Oracle Managed Identity Cloud Service, Custom	B90156

A. Description of Services

Oracle Managed Identity Cloud Service, Advanced (the "Services") consists of the following managed identity and identity governance services for (i) Your web-enabled applications utilizing Oracle's Identity Cloud Service ("IDCS"), and Oracle's Identity Manager program ("OIM") installed on Oracle Cloud Infrastructure ("OCI"); and (ii) Your OIM Environments integrated with IDCS (the "OIM/IDCS Environments"):

1.   A named security service manager to manage delivery of the Services;

2.   Installation of OIM as required for the IDCS environment(s);

3.   Provide You with access URLs and administrative User names and passwords as required for the Services;

4.   Configure and enable the following for Your Identity Cloud Service:

   a.   Synchronization of identities between Your Active Directory domains and the IDCS repository.
   b.   Security Assertion Markup Language ("SAML2") compliant federated single sign-on for the web applications identified by You.
   c.   Multi-factor authentication of SAML2 integrations with web applications identified by You (the "SAML2 Integrations").
   d.   Delegation of security and user administration capabilities for users identified by You; all OIM users will be managed under one OIM organization container, approver and certifier information will be managed in OIM as part of the OIM catalog data.
   e.   Sign-in page with branding logos provided by You.
   f.   OIM email templates with branding logos (the "Email Notification Template") provided by You.
   g.   Audit reports of user login and application access attempts.
   h.   Password policy in accordance with security requirements provided by You.

5.   Renew Security Assertion Markup Language ("SAML") signing certificates upon expiry and re-configure federation with new certificates;

6.   Configure OIM, integrated with Oracle Identity Cloud Service, for the following:

   a.   Provisioning and reconciliation of accounts and groups from IDCS using Oracle Identity Cloud Service connector.
   b.   Development of a custom identity connector in OIM (the "Custom Connector") for the onboarding of the target applications (the "Target Applications") in accordance with the Service Maximums table.
   c.   Integration with trusted authoritative sources to reconcile identity lifecycle events related to onboarding and off boarding of users (the "Trusted Authoritative Data Source").
   d.   Definition of named sets of parameters used to review user entitlements and access privileges (the "Certification Definitions") and certification campaigns for users, roles, and entitlements.
   e.   Segregation of duties violation checks of roles and entitlements for the number of identity audit rules in accordance with the Service Maximums table (the "Identity Audit Rules").

f. Approval workflows and policies for self-service requests (the "Self-Service Approval Workflows") for up to three email notifications to requesters, application owners, and managers regarding pending actions.

g. User, role, and entitlement reporting capabilities based on standard OIM report templates included with the OIM program.

h. A request catalogue to be populated with entitlements, roles, and Target Applications.

i. Organizations and business duties and/or responsibilities to be granted to users in an organization ("Business Roles") identified by You.

7. Perform a Production Assessment of the OIM integration with IDCS.

8. Assist You with issues related to the Services identified during Your User Acceptance Testing ("UAT").

9. Upon Your successful completion and signoff of UAT, migrate the configurations to Your Production Environment.

10. Evaluate Oracle's product development release schedules for Your Identity Cloud Service and make recommendations for configuration changes.

11. Evaluate product development release schedules and software certification for OIM and make recommendations for upgrades and patches.

12. Provide You with services for OIM on Oracle Cloud Infrastructure as described in the following sections of Appendix 1: Oracle Managed Cloud Service Delivery Policies of the *Oracle Managed Cloud Services Service Descriptions* published at oracle.com/contracts:

a. Oracle Managed Cloud Security Policy
b. Oracle Managed Cloud Access Management Policy
c. Oracle Managed Cloud Change Management Policy
d. Oracle Managed Cloud Configuration Management Policy
e. Oracle Managed Cloud Release Management Policy
f. Oracle Managed Cloud Incident and Problem Management Policy
g. Oracle Managed Cloud Service Monitoring Policy
h. Oracle Managed Cloud Service Decommission Policy except for backup and removal of any software.

B. Service Maximums

The Services are subject to the following constraints:

Maximum	Oracle Managed Identity Cloud Service, Advanced Part # B90153	Oracle Managed Identity Cloud Service, Advanced Plus Part # B90154
Service Delivery Reviews	Quarterly	Quarterly
OIM/IDCS Environments	2 (Production and Production Support)	3 (Production, Production Support, Non-Production)
Application Environments	3 (Production, Production Support, or Non-Production)	4

Maximum	Oracle Managed Identity Cloud Service, Advanced Part # B90153	Oracle Managed Identity Cloud Service, Advanced Plus Part # B90154
Trusted Authoritative Data Sources	1	2
Target Applications	5	10
Business Roles	5	10
Certification Definitions	1	3
Identity Audit Rules	0	15
Self-service Approval Workflows	1	2
Email Notification Templates	5	10
Custom Connectors	0	1
SAML2 Integrations	5	15

For purposes of the Service Maximum(s) described in the above table, the following definitions apply:

SERVICE DELIVERY REVIEWS: Frequency of meetings conducted with You to review reports on the Services, discuss findings, risks and remediation recommendations, review delivery of the Services, identify any changes in Your business or environment(s) that may impact effectiveness of the Services, and evaluate additional services that may be required to address new threats.

APPLICATION ENVIRONMENTS: Maximum number of Production, Test, or Development environments per target application integrated with OIM and IDCS

CUSTOM CONNECTORS: Maximum number of custom identity connectors that Oracle will develop in OIM for the onboarding of the target applications; custom identity connectors are any connector that is not listed at http://www.oracle.com/technetwork/middleware/id-mgmt/downloads/connectors-101674.html.

SELF-SERVICE APPROVAL WORKFLOWS: Custom service oriented architecture ("SOA") self-service approval workflows that Oracle will define in OIM.

C. Your Obligations

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:

1. You must procure and maintain for the duration of the Services the following:

    a. The amount of Oracle Compute Cloud Service and Oracle Storage Cloud Service required to provide adequate computing capacity for the performance of OIM associated with the Services
    b. Oracle Identity Manager license
    c. Oracle Database licenses as required for the Services
    d. Oracle Identity Cloud Service subscriptions for Production, Production Support, and Development Environments, as required

2. You must provide to Oracle the Active Directory connection details.

3. You must provide to Oracle the target application environments connection details.

4. You must provide to Oracle Business Roles to be defined in OIM.

5. You must provide the SAML metadata of any web applications hosted by You for federated single sign-on.

6. You must provide a list of approvers to be configured in the self-service approval workflows.

7. You must provide a list of certification reviewers to be configured in Certification Definitions.

8. You must provide a list of rules to be defined for Segregation of Duties violation checks.

9. You must provide cleansed and high quality identity data sets that mirror production data for the purpose of UAT in the Production Support Environment.

10. You must provide data such as business classification and tagged entitlements and roles to enrich the request catalog data.

11. You are responsible for Your, Your Users' and Your third parties' use of and access to networks, systems and all Environments, including use of and access to Your Content and for compliance by You and such third parties with the terms of the Agreement, Order and this service description.

12. You must use My Oracle Support to raise Service Requests and/or Requests for Change related to the Services.

13. You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content. Additionally, for Oracle Cloud at Customer, You are responsible for providing adequate physical and network security (e.g., intrusion detection systems, access controls, and firewalls) to prevent unauthorized access to Your Oracle Cloud Services from Your networks.

14. You are responsible for acquiring and maintaining all applicable software, equipment, and telecommunications required to connect to the Services via a network connection that meets Oracle's specifications.

15. You shall obtain at your sole expense any and all rights (including license rights) and consents from third parties necessary for Oracle and its subcontractors to access Third Party Software (including any Required

Software) or perform the Services. You are solely responsible for maintenance of, the performance of, any testing of, and resolving any issues related to, Third Party Software, and any other software transitioned into your Environment(s) without Oracle's prior consent, as well as the impact that such Third Party Software and such other software may have on the Services.

16. You shall defend and indemnify Oracle against liability arising under any applicable laws, ordinances or regulations from your termination or modification of the employment of any of your employees in connection with Services.

17. You acknowledge and agree that (i) if Oracle's performance of activities specified herein exceeds the Term set forth in the ordering document due to your failure to meet the obligations and responsibilities specified herein, you will be required to purchase applicable additional services from Oracle; (ii) use of the Services in a manner not consistent with this Service Description may adversely affect services performance and/or may result in additional fees, and (ii) if Oracle's cost of providing the Services is increased because of a circumstance outside of Oracle's control, then additional fees for the additional work performed by Oracle due to such circumstances may apply.

18. You agree to pay within 30 days of written notification any fees applicable to Your use of the Services in excess of Your rights. If You do not pay, Oracle can end Your Services.

19. You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking, availability or performance testing of the Services; or (c) perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration tests of the Services (the "Acceptable Use Policy"). In addition to other rights in the Agreement and Your ordering document, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

D. Service Assumptions

1. The Services do not include fetching approver and certifier data from external systems.

2. The Services do not include advanced configuration and customization of OIM, such as creation of custom OIM UDFs (User defined fields) to capture Your company specific identity attributes, implementation of post processing rules using Event Handlers, pre-populate adapters, process task adapters and scheduled jobs.

3. The Services are not available for Disaster Recovery Environments.

4. A Custom Connector is any connector that is not listed at http://www.oracle.com/technetwork/middleware/id-mgmt/downloads/connectors-101674.html

5. Capitalized terms used but not defined in this Service Description have the meaning set forth in the Agreement, or the Oracle Managed Cloud Services Definitions Schedule available at https://support.oracle.com by searching on Document ID 780129.5.

6. Oracle may make changes or updates to the Services during the Services Term, including to reflect changes in technology, industry practices, and patterns of system use and reserves the right to provide services from locations, and/or through use of subcontractors, worldwide.

E. Warranty and Disclaimers

The sole and exclusive warranty for the Services is that Oracle warrants that the Services will be provided in all material respects with this Service Description.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

ORACLE DOES NOT WARRANT THAT SERVICES WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE. YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

F. Exclusive Remedy

If the Services provided to You for any given month during the Term were not in accordance with the warranty specified in the previous Section, You must provide written notice to Oracle no later than five (5) business days after the last day of that particular month. Your notice must describe the deficiency (including the Service Request number notifying Oracle of the deficiency in service), and must be submitted to outsourcingcredit_ww@oracle.com.

If the Services were deficient, Oracle will remit, if applicable, a services fee credit for such month calculated at ten (10) percent of the monthly payment amount for the Services.

The credit will be in the form of a credit towards any outstanding balance for Managed Cloud Services owed to Oracle, and the remittance of such credit WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND ORACLE'S SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED IN THIS ORDER.

G. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

H. Data Privacy

In performing the Services, Oracle will comply with the Managed Cloud Services Delivery Policies for Oracle Public Cloud in the *Oracle Managed Cloud Services Service Descriptions*. The Managed Cloud Services Delivery Policies for Oracle Public Cloud in the *Oracle Managed Cloud Services Service Descriptions* are available under the category "Cloud Services" at http://www.oracle.com/contracts. The Oracle Consulting & Advanced Customer Services Security Practices do not apply to the Services.

During the Services Term, Oracle may update the policy and practices to reflect changes in, among other things, laws, regulations, rules, technology, and industry practices. Such updates will not materially reduce the level of performance, functionality, security, or availability of the Services during the Services Term. Unless otherwise specified in the order, Your Content may not include any sensitive or special data that imposes

specific data security or data protection obligations on Oracle in addition to those specified in the order and herein. You are responsible for any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Services Personal Information) as part of the Services.

I.   Service Monitoring and Analyses

Oracle continuously monitors the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. Oracle will retain all intellectual property rights in Service Analyses.

Oracle Managed Identity Cloud Service, Advanced – Enhanced Recovery Service

Service Offering	Part #
Oracle Managed Identity Cloud Service, Advanced – Enhanced Recovery Service	B90155

A. Description of Services

Oracle Managed Identity Cloud Service Advanced – Enhanced Recovery Service ("the Services") consists of:

1. Enhanced Recovery Services for Oracle Identity Manager as described in the Oracle Managed Cloud Enhanced Recovery Policy Section of Appendix 1: Oracle Managed Cloud Service Delivery Policies of the *Oracle Managed Cloud Services Service Descriptions* (available at oracle.com/contracts) and in accordance with and to supplement the established maximums of the following services separately purchased by You (hereinafter "Pre-requisite Service"):

Pre-requisite Service

Part #	Service Offering
B90045	MCS - Oracle Managed Identity Cloud Service, Advanced
B90046	MCS - Oracle Managed Identity Cloud Service, Advanced Plus

B. Service Maximums

The Services are subject to the following constraints.

Service Maximums

Maximum	Oracle Managed Identity Cloud Service, Advanced – Enhanced Recovery Service	
Enhanced Recovery Services	RPO	1 hour
	RTO	12 hours
	Testing Frequency	Annual

For purposes of the Service Maximum(s) described in the above table, the following definitions apply:

ENHANCED RECOVERY SERVICES: Services designed to recover production data for Your Oracle Managed Applications Unlimited from a primary data center location to a secondary data center location in the event of a Disaster in accordance with the Recovery Time Objective ("RTO") and Recovery Point Objective ("RPO").

C. Your Obligations

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:

1. You must procure and maintain for the duration of the Services the following:

a. The amount of Oracle Compute Cloud Service and Oracle Storage Cloud Service required to provide adequate computing capacity for the performance of OIM associated with the Services
b. Oracle's Identity Manager license
c. Oracle Database licenses, as required for the Services
d. One of the Pre-Requisite Services listed above

2. You acknowledge and agree that any exception to your compliance with the obligations and responsibilities described herein is granted on the condition that Oracle is not responsible for the resulting consequences.

3. You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content. Additionally, for Oracle Cloud at Customer, You are responsible for providing adequate physical and network security (e.g., intrusion detection systems, access controls, and firewalls) to prevent unauthorized access to Your Oracle Cloud Services from Your networks.

4. You are responsible for acquiring and maintaining all applicable software, equipment, and telecommunications required to connect to the Services via a network connection that meets Oracle's specifications.

5. You shall obtain at your sole expense any and all rights (including license rights) and consents from third parties necessary for Oracle and its subcontractors to access Third Party Software (including any Required Software) or perform the Services. You are solely responsible for maintenance of, the performance of, any testing of, and resolving any issues related to, Third Party Software, and any other software transitioned into your Environment(s) without Oracle's prior consent, as well as the impact that such Third Party Software and such other software may have on the Services.

6. You shall defend and indemnify Oracle against liability arising under any applicable laws, ordinances or regulations from your termination or modification of the employment of any of your employees in connection with Services.

7. You acknowledge and agree that (i) if Oracle's performance of activities specified herein exceeds the Term set forth in the ordering document due to your failure to meet the obligations and responsibilities specified herein, you will be required to purchase applicable additional services from Oracle; (ii) use of the Services in a manner not consistent with this Service Description may adversely affect Services performance and/or may result in additional fees, and (ii) if Oracle's cost of providing the Services is increased because of a circumstance outside of Oracle's control, then additional fees for the additional work performed by Oracle due to such circumstances may apply.

8. You agree to pay within 30 days of written notification any fees applicable to Your use of the Services in excess of Your rights. If You do not pay, Oracle can end Your Services.

9. You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking, availability or performance testing of the Services; or (c) perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration tests of the Services (the "Acceptable Use

Policy"). In addition to other rights in the Agreement and Your ordering document, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

D. Assumptions

1. Capitalized terms used but not defined in this Service Description have the meaning set forth in the Agreement, or the Oracle Managed Cloud Services Definitions Schedule available at https://support.oracle.com by searching on Document ID 780129.5.

2. Oracle may make changes or updates to the Services during the Services Term, including to reflect changes in technology, industry practices, and patterns of system use and reserves the right to provide services from locations, and/or through use of subcontractors, worldwide.

E. Warranty and Disclaimers

The sole and exclusive warranty for the Services is that Oracle warrants that the Services will be provided in all material respects with this Service Description.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

ORACLE DOES NOT WARRANT THAT SERVICES WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE. YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

F. Exclusive Remedy

If the Services provided to You for any given month during the Services Term were not in accordance with the warranty specified in the previous Section, You must provide written notice to Oracle no later than five (5) business days after the last day of that particular month. Your notice must describe the deficiency (including the Service Request number notifying Oracle of the deficiency in service), and must be submitted to outsourcingcredit_ww@oracle.com.

If the Services were deficient, Oracle will remit, if applicable, a services fee credit for such month calculated at 10 percent of the monthly payment amount for the Services.

The credit will be in the form of a credit towards any outstanding balance for Managed Cloud Services owed to Oracle, and the remittance of such credit WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND ORACLE'S SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED IN THIS ORDER.

G. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR

THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

H. Data Privacy

In performing the Services, Oracle will comply with the Managed Cloud Services Delivery Policies for Oracle Public Cloud in the Oracle Managed Cloud Services Service Descriptions. The Managed Cloud Services Delivery Policies for Oracle Public Cloud in the Oracle Managed Cloud Services Service Descriptions are available under the category "Cloud Services" at http://www.oracle.com/contracts. The Oracle Consulting & Advanced Customer Services Security Practices do not apply to the Services.

During the Services Term, Oracle may update the policy and practices to reflect changes in, among other things, laws, regulations, rules, technology, and industry practices. Such updates will not materially reduce the level of performance, functionality, security, or availability of the Services during the Services Term. Unless otherwise specified in the order, Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to those specified in the order and herein. You are responsible for any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Services Personal Information) as part of the Services.

I. Service Monitoring and Analyses

Oracle continuously monitors the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. Oracle will retain all intellectual property rights in Service Analyses.

Oracle Managed Security Operations Center for Oracle Cloud

Service	Part #
Oracle Managed Security Operations Center for Oracle Cloud	B90150

A. Description of Services

The Oracle Managed Security Operation Center for Cloud service ("the Services") utilize Oracle's Cloud Access Security Broker ("CASB") technology to provide You with alerts monitoring, reporting, and incident response.

The Services consist of the following activities for up to the number of CASB instances identified in the Service Maximums table ("CASB Instances"):

1. Provide a named security service manager to manage delivery of the Services.

2. Register the instances for each Cloud application for which the Services will be provided (the "Cloud Applications") in CASB for security monitoring (the "Registered Instances"); the Cloud Applications must be supportable by CASB.

3. Provide You with access URLs and administrative User names and passwords.

4. If required by You, perform the following configurations for CASB.

   a. Configure Oracle's Identity Cloud Service ("IDCS"), or the applicable solution provided by the Third Party Vendor Okta (the "Identity Tool"), as the identity provider (the "Identity Provider").
   b. Configure single sign-On ("SSO") access for the CASB administration console through integration with the Identity Tool.
   c. Setup IDCS as the Identity Provider in CASB to accommodate SSO access for the Cloud Applications.
   d. Configure to export incident tickets to Your third party ticketing system ServiceNow.

   e. Configure to monitor for suspicious IP addresses and address ranges, and either whitelist or blacklist them.
   f. Configure to push security control values to the Cloud Applications.

   g. Provide You with quarterly user activity and system audit trail reports.
   h. Adjust CASB policy definitions based on Your risk and reporting requirements.
   .
   i. Provide an attestation report.
   j. Tune security policies in CASB in an effort to improve efficiency.
   k. Renew Security Assertion Markup Language ("SAML") signing certificates upon expiry and re-configure federation with new certificates.

B. Service Maximums

The Services are subject to the following constraints.

Service Maximums

Maximum	Oracle Managed Security Operations Center for Oracle Cloud

Security Operations Center Hours of Operation	24x7x365
Service Delivery Reviews	Quarterly
CASB Instances	1
Cloud Applications	5
Registered Instances per Cloud Application	1
IDCS or Okta Service Instances	1
Attestation Report	1

For purposes of the Service Maximum(s) described in the above table, the following definitions apply:

SECURITY OPERATIONS CENTER HOURS OF OPERATION: Security operations center business hours during which the Services will be provided (in Hours per Day x Days per Week).

SERVICE DELIVERY REVIEWS: Meetings conducted with You to review service reports, discuss findings, risks and remediation recommendations, review delivery of the Services, identify any changes in Your business or environment(s) that may impact effectiveness of the Services, and evaluate additional services that may be required to address new threats.

ATTESTATION REPORT: Document that provides evidence that the Services have been implemented and tested per the requirements; the report will be in a format determined by Oracle.

C. Your Obligations

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:

1. You must identify the Cloud Application(s) for which the Services will be provided.

2. You must procure and maintain for the duration of the Services the following:

   a. An Oracle Cloud Access Security Broker subscription
   b. Oracle's Identity Cloud Service subscription and/or Okta, as applicable for SSO functionality
   c. A license and technical support for ServiceNow

3. You must create and provide Oracle with a dedicated CASB user account with appropriate roles and permissions for use in each Cloud Application.

4. You must provide SAML metadata of Identity Providers.

5. You must provide the users to be configured in CASB as service administrators.

6. You are responsible for user acceptance testing to assist Oracle in configuring and tuning security policies.

7. You must review and provide written sign-off of for configuration policies and reports provided by Oracle as a part of the Services.

8. You are responsible for Your, Your Users' and Your third parties' use of and access to networks, systems and all Environments, including use of and access to Your Content and for compliance by You and such third parties with the terms of the Agreement, Order and this service description.

9. You must use My Oracle Support to raise Service Requests and/or Requests for Change related to the Services.

10. You acknowledge that the Cloud Applications must be supportable by Oracle CASB.

11. You acknowledge and agree that any exception to your compliance with the obligations and responsibilities described herein is granted on the condition that Oracle is not responsible for the resulting consequences.

12. You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content. Additionally, for Oracle Cloud at Customer, You are responsible for providing adequate physical and network security (e.g., intrusion detection systems, access controls, and firewalls) to prevent unauthorized access to Your Oracle Cloud Services from Your networks.

13. You are responsible for acquiring and maintaining all applicable software, equipment, and telecommunications required to connect to the Services via a network connection that meets Oracle's specifications.

14. You shall obtain at your sole expense any and all rights (including license rights) and consents from third parties necessary for Oracle and its subcontractors to access Third Party Software (including any Required Software) or perform the Services. You are solely responsible for maintenance of, the performance of, any testing of, and resolving any issues related to, Third Party Software, and any other software transitioned into your Environment(s) without Oracle's prior consent, as well as the impact that such Third Party Software and such other software may have on the Services.

15. You shall defend and indemnify Oracle against liability arising under any applicable laws, ordinances or regulations from your termination or modification of the employment of any of your employees in connection with Services.

16. You acknowledge and agree that (i) if Oracle's performance of activities specified herein exceeds the Term set forth in the ordering document due to your failure to meet the obligations and responsibilities specified herein, you will be required to purchase applicable additional services from Oracle; (ii) use of the Services in a manner not consistent with this Service Description may adversely affect services performance and/or may result in additional fees, and (ii) if Oracle's cost of providing the Services is increased because of a circumstance outside of Oracle's control, then additional fees for the additional work performed by Oracle due to such circumstances may apply.

17. You agree to pay within 30 days of written notification any fees applicable to Your use of the Services in excess of Your rights. If You do not pay, Oracle can end Your Services.

18. You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail,

junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking, availability or performance testing of the Services; or (c) perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration tests of the Services (the "Acceptable Use Policy"). In addition to other rights in the Agreement and Your ordering document, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

D. Assumptions

1. Capitalized terms used but not defined in this Service Description have the meaning set forth in the Agreement, or the Oracle Managed Cloud Services Definitions Schedule available at https://support.oracle.com by searching on Document ID 780129.5.

2. Oracle may make changes or updates to the Services during the Services Term, including to reflect changes in technology, industry practices, and patterns of system use and reserves the right to provide services from locations, and/or through use of subcontractors, worldwide.

E. Warranty and Disclaimers

The sole and exclusive warranty for the Services is that Oracle warrants that the Services will be provided in all material respects with this Service Description.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

ORACLE DOES NOT WARRANT THAT SERVICES WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE. YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

F. Exclusive Remedy

If the Services provided to You for any given month during the Term were not in accordance with the warranty specified in the previous Section, You must provide written notice to Oracle no later than five (5) business days after the last day of that particular month. Your notice must describe the deficiency (including the Service Request number notifying Oracle of the deficiency in service), and must be submitted to outsourcingcredit_ww@oracle.com.

If the Services were deficient, Oracle will remit, if applicable, a services fee credit for such month calculated at ten (10) percent of the monthly payment amount for the Services.

The credit will be in the form of a credit towards any outstanding balance for Managed Cloud Services owed to Oracle, and the remittance of such credit WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND ORACLE'S SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED IN THIS ORDER.

G. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

H. Data Privacy

In performing the Services, Oracle will comply with the Managed Cloud Services Delivery Policies for Oracle Public Cloud in the Oracle Managed Cloud Services Service Descriptions. The Managed Cloud Services Delivery Policies for Oracle Public Cloud in the Oracle Managed Cloud Services Service Descriptions are available under the category "Cloud Services" at http://www.oracle.com/contracts. The Oracle Consulting & Advanced Customer Services Security Practices do not apply to the Services.

During the Services Term, Oracle may update the policy and practices to reflect changes in, among other things, laws, regulations, rules, technology, and industry practices. Such updates will not materially reduce the level of performance, functionality, security, or availability of the Services during the Services Term. Unless otherwise specified in the order, Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to those specified in the order and herein. You are responsible for any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Services Personal Information) as part of the Services.

I. Service Monitoring and Analyses

Oracle continuously monitors the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. Oracle will retain all intellectual property rights in Service Analyses.

Oracle Monitoring and Advisory Service for Applications Unlimited

Service	Part #
Oracle Monitoring and Advisory Service for Applications Unlimited: E-Business Suite - Small	B90275
Oracle Monitoring and Advisory Service for Applications Unlimited: E-Business Suite - Medium	B90276
Oracle Monitoring and Advisory Service for Applications Unlimited: E-Business Suite - Large	B90277
Oracle Monitoring and Advisory Service for Applications Unlimited: PeopleSoft - Small	B90278
Oracle Monitoring and Advisory Service for Applications Unlimited: PeopleSoft - Medium	B90279
Oracle Monitoring and Advisory Service for Applications Unlimited: PeopleSoft - Large	B90280
Oracle Monitoring and Advisory Service for Applications Unlimited: Siebel CRM - Small	B91151
Oracle Monitoring and Advisory Service for Applications Unlimited: Siebel CRM - Medium	B91152
Oracle Monitoring and Advisory Service for Applications Unlimited: Siebel CRM - Large	B91153
Oracle Monitoring and Advisory Service for Applications Unlimited: JDE EnterpriseOne - Small	B91154
Oracle Monitoring and Advisory Service for Applications Unlimited: JDE EnterpriseOne - Medium	B91155
Oracle Monitoring and Advisory Service for Applications Unlimited: JD Edwards EnterpriseOne - Large	B91156

A. Description of Services

1. <u>Oracle Monitoring and Advisory Service for Applications Unlimited</u>

   Oracle will provide the Services defined in Section A.2 below for the Oracle Applications Unlimited environment(s) ("Environments") (collectively referred to as "Oracle Monitoring and Advisory Service for AU"), for which the Environment is either Small, Medium or Large as described in the table below, and as identified in Your order.

Key Sizing Metric / Package	Small	Medium	Large
Size of the Database	< 1 Terabyte ("TB")	< 3 TB	>= 3 TB
Real Application Clusters ("RAC") Included: Yes/No	No	No	Yes (up to 4 Nodes[1])
Number of Tier Types[2]	<= 7	<=7	>7
Number of Application Modules	<= 15	<= 20	>20

   [1] A Node is an Oracle Database instance that shares access to a single Oracle Database with other Nodes.

   [2] Tier Types include, but are not limited to, the following: database tier, applications server tier, web server tier, business intelligence or reporting tiers.

2. As part of Oracle Monitoring and Advisory Service for AU, Oracle will perform the following Services:

a. Support Delivery Management and Reporting
A Technical Account Manager ("TAM") will be assigned to You as Your primary contact for Oracle Monitoring and Advisory Service for AU and shall provide and/or assist with the following activities:

    (i)   Conduct a preliminary orientation to review the Services, Your responsibilities and provide a questionnaire regarding Your Environment(s) (the "Questionnaire);

    (ii)   Document the contact details for key Oracle contacts, Your designated Contacts and management escalation team, and Oracle's escalation procedures (collectively "Contacts and Escalation Guide");

    (iii)   Assist with providing at least one (1) technical service review report each month including service request ("SR") and automated service request ("ASR") activity in connection with Your Environments; additional service reviews may be provided at Oracle's discretion;

    (iv)   Assist with providing one (1) account management review report each quarter; and

    (v)   Assist with facilitating communications between Oracle and Your Contacts.

b. Service Setup and Initiation
Oracle will provide the following Services upon commencement of Oracle Monitoring and Advisory Service for AU:

    (i)   Review the Oracle Monitoring and Advisory Service for AU requirements and Your obligations, including the requirement to have an Oracle Advanced Support Gateway ("ACS Gateway"), identified below, that is installed, accessible from Oracle's Cloud, or otherwise already available;

    (ii)   Provide the following Oracle Monitoring and Advisory Service for AU operational documentation:
        (1) Fault and Event (defined below) notification process documentation;
        (2) SR and ASR process documentation; and
        (3) Customer-specific web portal documentation.

    (iii)   Configure the ACS Gateway to perform monitoring of the Environment(s) identified in Your order;

    (iv)   Provide training and access to a customer-specific web portal to be used for online communication of documents, reports, and key metrics associated with the Oracle Monitoring and Advisory Service for AU Service;

    (v)   Conduct an initial monitoring test using the ACS Gateway, and provide a list of detected pre-existing issues for Your consideration and potential remediation.

c. Monitoring and Event Reporting
Oracle will monitor the Environments twenty-four (24) hours per day, seven (7) days a week ("24x7") to identify nonstandard activity ("Events"). These Events provide information related to availability and performance metrics, alerts, integrity checks, and health-check metrics. Each detected Event that denotes an unplanned interruption or immediate material reduction in quality of performance of the Oracle Application(s) is referred to as a Fault. All Events, whether they qualify as a Fault or not, are recorded in an ASR. Oracle will provide Advanced Resolution Services (identified in Section A.2.d below) for any Faults. Other Events will be recorded as a lower-severity ASR and will be eligible for Event-Related Advisory Services (identified in Section A.2.e below). For each Event, Oracle will:

    (i)   Categorize the Fault based upon the definitions of severity in Oracle's technical support policies, which are available at: http://www.oracle.com/us/support/policies/index.html;

    (ii)   Gather available applicable diagnostic information pertaining to the Fault;

(iii) Generate a log of the Event and create an ASR within [My Oracle Support]("MOS"), which includes the available applicable diagnostic information.

Oracle is solely responsible for establishing the criteria used to determine whether an Event constitutes a Fault, for determining what diagnostic information to collect, and for any categorization of that Event, including the initial assignment of severity level.

d. Advanced Resolution Services

Oracle will use commercially reasonable efforts to route ASRs to a senior-level support analyst(s) selected at Oracle's discretion based upon the senior-level support analyst's specific Oracle Product knowledge. The senior level support analyst will provide the following Services:

(i) Utilize the diagnostics and other information collected with the ASR to evaluate potential fixes, changes and workarounds to be shared with Your Contacts;

(ii) Perform root-cause analysis where appropriate;

(iii) Provide recommendations to help prevent future occurrences of similar Faults, to the extent possible; and

(iv) Assist with troubleshooting and diagnostics for Faults associated with customizations and integrations.

e. Event-Related Advisory Services

The senior-level support analyst(s) are available to provide recommendations and advice for the following:

(i) For any Event identified as part of Monitoring and Event Reporting described in Section A.2.c. above;

(ii) For "how to" questions related to setup, configuration, and administration for ongoing optimization of the Environment(s); and

(iii) For ASRs associated with Oracle Monitoring and Advisory Service for AU that are currently open or have been closed within the last thirty (30) days.

All requests for Event-related advisory services must be initiated by Your Contacts using a Severity 4 SR. Severity 4 advisory SRs will be prioritized and serviced following the standard processes documented in Oracle's Technical Support Policies, which are available at: http://www.oracle.com/us/support/policies/index.html.

B. Oracle Advanced Support Gateway

The Oracle Monitoring and Advisory Service for AU may be delivered utilizing a gateway. A gateway is the computing platform, consisting of the Oracle Advanced Support Gateway software available on MOS and a physical or virtual hardware platform or an Oracle Public Cloud ("OPC") instance, which hosts Oracle's tools, for collecting, managing, updating and presenting information ("ACS Gateway"). Oracle's minimum hardware requirements for the ACS Gateway are available at http://www.oracle.com/us/support/library/advanced-support-gateway-host-reqs-1896462.pdf. Oracle will provide the necessary software and instructions to install the ACS Gateway or You may provide Oracle remote access to install the ACS Gateway on Your behalf. You will ensure the ACS Gateway (i) has sufficient rack and floor space, air conditioning, electrical power, Internet connectivity, (ii) is correctly located within Your local-area network and wide-area network environments(s) (as agreed to with Oracle) and attached to Your network, to physically rack, stack and power-up, and (iii) is positioned such that the systems being fault monitored can be logically routed to it using layer 3 IP. Once the ACS Gateway is installed, Oracle will deploy additional software on the ACS Gateway which will be used to deliver Your Services. If utilized, the ACS Gateway must be fully installed, connected and

operational in order for You to receive the Services. Oracle retains all rights, title and interest to the Oracle supplied ACS Gateway. Oracle retains the right to update and/or replace the ACS Gateway at any time during the performance of the Services.

C. Additional Obligations and Project Assumptions

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

1. Your Obligations

    a. Prior to the commencement of Oracle Monitoring and Advisory Service for AU, promptly return the completed Questionnaire.
    b. Provide Oracle with the contact information for one (1) primary Contact, and two (2) backup Contacts.
    c. Prior to the commencement of Services, install and configure the ACS Gateway in Your datacenter, or implement required connectivity to utilize the ACS Gateway from Oracle's Cloud, or otherwise enable access to an appropriate ACS Gateway.
    d. Provide required private and public-facing network access, proper firewall settings, required predefined ports, and appropriate inbound and continuous outbound connectivity to the ACS Gateway
    e. If You have chosen to enable the remote access control feature of the ACS Gateway:
        (i)   Use commercially reasonable efforts to immediately grant Oracle access to the ACS Gateway when requested by Oracle to allow Oracle to resolve incidents or security vulnerabilities associated with the ACS Gateway; and
        (ii) At least monthly, mutually agree with Oracle on a window of access to the ACS Gateway sufficient for Oracle to proactively patch the ACS Gateway and make any configuration changes appropriate for Oracle to deliver the Services.
    f. Provide on-site troubleshooting in the event that Oracle is not able to remotely connect to the ACS Gateway.
    g. Maintain Internet connectivity with availability of 99.5% or better as measured on a monthly basis.
    h. Follow the ASR and SR escalation process documented on MOS (i.e., "How To Request Management Attention to a Service Request (SR) with Oracle Support Services (ID 199389.1")).
    i. Document planned outages using the process provided by Your TAM so that ASRs are not initiated automatically as a result of Faults caused by such outage(s).
    j. Remediate Faults associated with customizations and integrations.
    k. You must notify Oracle if Your Environment(s) sizing exceed the Environment(s) sizing as identified in the table in Section A.1. (Services Description) above and as identified in Your order.
    l. If You exceed the Environment(s) sizing identified in Your order, You must order the appropriate Service size under a separate order at the then current list prices.

2. Project Assumptions

    a. The Oracle Monitoring and Advisory Service for AU is limited to the following Oracle Applications Unlimited Suite(s) and Supported Versions identified in the table below:

Applications Unlimited Suites	Supported Versions
Oracle eBusiness Suite	Release 12.1.x or higher
Oracle PeopleSoft Financial Management Solutions ("FMS")*	Release 9.2.x

Applications Unlimited Suites	Supported Versions
Oracle PeopleSoft Human Capital Management ("HCM")*	Release 9.2.x
*People Tools (included in both the Oracle PeopleSoft FMS and HCM Suites	8.55 or higher
Oracle Siebel CRM	Release 8.1 and 8.2
Oracle JD Edwards EnterpriseOne	Release 9.2.x or higher

b. All communication (oral, written and electronic) associated with the delivery of Oracle Monitoring and Advisory Service for AU is only provided in English.

c. Your prompt return of the completed Questionnaire is a prerequisite to Oracle's performance of the Services described herein.

d. Any delays in supporting the activities described in Section A.2.b. (Service Setup and Initiation) could delay the performance of the Services, and Oracle will not be responsible for any such delays.

e. Oracle shall limit Your access to functionality contained within the ACS Gateway to the level necessary to perform the Services.

f. All communication regarding Advisory and Resolution Services will utilize standard ASR and SR processes available in MOS, and all requests for advisory support will be initiated using SRs.

g. Telephone conversations are at Oracle's discretion and will be limited to the specific topic documented in the associated ASR or SR.

h. Oracle is not responsible for any issues associated with Your customizations and integrations, nor is Oracle responsible for the actual implementation of any changes or recommendations associated with Advanced Resolution Services.

Oracle Priority Support for Hotel and Food and Beverage - Agent

Service Offering	Part #
Oracle Priority Support for Hotel and Food and Beverage Software - Agent	B90549

A. Description of Services

1. Support Delivery Management

   An Oracle Technical Account Manager ("TAM") will be assigned to You as a designated agent acting at the request of and on behalf of an Oracle customer(s) that purchases Oracle Priority Support for Hotel and Food and Beverage Services - Customer ("OPS-HFB Services Customer") (You may also be referred to as "Agent") for the duration of the Services set forth in Your order. The TAM will serve as Your primary contact for the administration of the Oracle Priority Support for Hotel and Food and Beverage as set forth herein (the "OPS-HFB Services") and will communicate with You and the Agent Contacts (defined below) in a local language. The TAM will provide and/or assist You and the Agent Contacts with the following:

   a. Prepare and maintain quarterly service delivery progress reports;

   b. Assist with the documentation of Your authorized technical contact details (for up to a maximum of five (5) individuals) who will work directly with the TAM at Your direction and on behalf of the OPS-HFB Services Customer ("Agent Contact" or "Agent Contacts"):

   c. Assist You and the Agent Contacts with Oracle's escalation procedures for such Agent Contacts ("Agent Contacts and Escalation Guide");

   d. Provide the Agent Contacts with access to a OPS-HFB Services customer-specific web portal;

   e. Conduct an orientation for the Agent Contacts;

   f. Conduct a delivery planning session;

   g. Maintain the service delivery plan;

   h. Perform quarterly service delivery plan reviews;

   i. Maintain the Agent Contacts and Escalation Guide;

   j. Review all Oracle Support Services activity, including service request ("SR") activity in connection with individual SRs logged by or on behalf of the OPS-HFB Services Customer. The review may consist of status reports, next steps, if any, and a review of the SR priorities;

   k. Serve as the point of contact for Severity 1 and mutually agreed upon Severity 2 SRs as defined in the Oracle Technical Support Policies located at: https://www.oracle.com/support/policies.html (collectively, "Critical SRs"). The TAM will provide assistance in managing Critical SRs as follows:

   (i)   Critical SR management and escalation;
   (ii)   Communicate the status of Critical SRs to the Agent Contacts; and
   (iii)   Facilitate communications between Oracle and the Agent Contacts.

   l. Facilitate the Agent Contacts' access to monthly web conference sessions delivered in English featuring Oracle products.

B. Your Service Specific Obligations and Project Assumptions

In addition to the obligations and assumptions stated in Your order, You acknowledge and agree that Your and Your Agent Contacts' timely provision of and access to assistance, cooperation, complete and accurate information and data from Your and Your Agent Contacts, officers, agents, and employees, and suitably configured computer products (collectively, "cooperation") are essential to the performance of the OPS-HFB Services set forth in this Service Description. Oracle will not be responsible for any deficiency in performing the OPS-HFB Services if such deficiency results from Your or the Agent Contacts' failure to provide full cooperation, and You agree to indemnify and hold Oracle harmless from any and all claims, damages, and liabilities arising out of or related to Your and/or the Agent Contacts' failure to comply with the obligations set forth in this section B.

You further acknowledge and agree that Oracle's ability to perform the Services herein depends upon Your and the Agent Contacts' fulfillment of the following obligations and project assumptions:

1. Your Obligations

    a. Designate up to a maximum of five (5) Agent Contacts and identify each by individual name, phone number, e-mail address and other appropriate contact methods. Only Your Agent Contacts may communicate with Oracle regarding the delivery of the OPS-HFB Services on behalf of the OPS-HFB Services Customer(s).

    b. Assist Oracle with maintaining the joint Agent Contacts and Escalation Guide.

    c. Provide any notices and obtain any consents required for Oracle to perform the OPS-HFB Services.

    d. Comply and ensure that the Agent Contacts comply with the terms and conditions of the Master Agreement, the applicable order and this Service Description.

    e. Limit Oracle's access to any production environment or shared development environments to the extent necessary for Oracle to perform the OPS-HFB Services.

    f. Promptly update Oracle with respect to business and technology changes or events that may impact the OPS-HFB Services (e.g., configuration changes, implementation of new business functionality, modifications to Your change control policies, etc.).

    g. You shall be responsible for Your security policies, Your approvals, and all testing and validation.

    h. The aggregate spend for the OPS-HFB Services Customers that designate You as their agent must be at least Forty Thousand US Dollars (US $40,000) annually ("Minimum Aggregate Spend") or You agree to pay Oracle the difference between the actual aggregate spend and the Minimum Aggregate Spend upon receipt of an invoice from Oracle.

2. Project Assumptions

    a. The OPS-HFB Services shall be provided by remote delivery resources only, and not at Your site or the OPS-HFB Services Customer site.

    b. Oracle may provide OPS-HFB Services by telephone, via a customer-specific web portal (if ordered), and/or via electronic communication.

    c. OPS-HFB Services may not be available for all Oracle programs.

    d. Any other services not expressly identified herein are considered out of scope.

    You acknowledge that if Oracle's cost of providing the OPS-HFB Services is increased because of Your or the Agent Contacts' failure to meet the obligations listed in this Service Description, failure to provide cooperation, or because of any other circumstance outside of Oracle's control, then You agree to pay

Oracle for such increased costs and to indemnify and hold Oracle harmless from all claims and liabilities related to the failure to meet the obligations.

Oracle Priority Support for Hotel and Food and Beverage - Customer

Service Offering	Part #
Oracle Priority Support for Hotel and Food and Beverage Hardware - Customer	B90554
Oracle Priority Support for Hotel and Food and Beverage Software - Customer	B90548

A. Description of Services

Oracle Priority Support for Hotel and Food and Beverage Hardware and Oracle Priority Support for Hotel and Food and Beverage Software consist of:

1. Service Request ("SR") Prioritization

   a. Oracle will prioritize your SRs above SRs of the same severity level submitted by other Premier Support customers that have not purchased Oracle Priority Support for Hotel and Food and Beverage Hardware or Oracle Priority Support for Hotel Food and Beverage Software as set forth herein (the "OPS-HFB Services"). Oracle will make reasonable efforts to respond to your SRs using the following guidelines ("Service Request Response Guidelines"):

Severity Level	Response Time	Time to Update or Resolution
Severity 1	90% within 5 minutes	1 local business hour
Severity 2	90% within 2 local business hours	6 local business hours
Severity 3	90% within 8 local business hours	24 local business hours
Severity 4	90% within 24 local business hours	48 local business hours

   b. Oracle will initiate internal escalations for Severity 1 and Severity 2 SRs according to the Service Request Response Guidelines; and
   c. Oracle will prioritize the repair of product defects encountered during the resolution of SRs.

2. Support Delivery Management

   An Oracle Technical Account Manager ("TAM") will be assigned to your designated agent ("Agent") during the term of the OPS-HFB Services. The TAM will serve as your Agent's primary contact for the administration of the OPS-HFB Services and will communicate with your Agent in English. The TAM will provide and/or assist your Agent with the following support services:

   a. Prepare and maintain quarterly service delivery progress reports;
   b. Review all Oracle Support Services activity in connection with individual SRs logged by you or on your behalf by your Agent. The review may consist of status reports, next steps, if any, and a review of your SR priorities;
   c. Serve as your Agent's point of contact for Severity 1 and mutually agreed upon Severity 2 SRs as defined in the Oracle Technical Support Policies located at: https://www.oracle.com/support/policies.html (collectively, "Critical SRs"). The TAM will provide assistance in managing Critical SRs as follows:
      (i)   Manage and escalate your Critical SRs;
      (ii) Communicate the status of your Critical SRs to the contacts designated by your Agent to act on behalf of you and the Agent (the "Agent Contacts"); and
      (iii) Facilitate communications between Oracle and your Agent Contacts.

d. Facilitate the Agent Contacts' access to monthly web conference sessions delivered in English featuring Oracle Services.

B. Your Obligations and Project Assumptions

You acknowledge and agree that you and your Agent's and your Agent Contacts' timely provision of and access to assistance, cooperation, complete and accurate information and data from you and your Agent Contacts, officers, agents, and employees, and suitably configured computer products (collectively, "cooperation") are essential to the performance of the OPS-HFB Services set forth in this Service Description. Oracle will not be responsible for any deficiency in performing the OPS-HFB Services if such deficiency results from your or your Agent's or the Agent Contacts' failure to provide full cooperation, and Oracle may terminate the Services for your Agent's and/or the Agent Contacts' failure to comply with the obligations set forth in this section B.

You further acknowledge and agree that Oracle's ability to perform the Services herein depends upon your and your Agent's and your Agent Contacts' fulfillment of the following obligations and project assumptions:

1. Your Obligations

   a. Maintain the properly configured software and hardware/operating system platform to support the OPS-HFB Services.
   b. Obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of the OPS-HFB Services.
   c. Maintain annual technical support for the Oracle software and hardware under separate contract throughout the term of the OPS-HFB Services.
   d. Apply bug fixes, critical patches and configuration recommendations provided through Oracle Support Services within a commercially reasonable period of time.
   e. If you purchase OPS-HFB Services for hardware systems, you must maintain a current Oracle Premier Support for Systems and/or Oracle Premier Support for Operating Systems contract for all of your hardware systems.
   f. Provide any notices, and obtain any consents, required for Oracle to perform the OPS-HFB Services.
   g. Comply, and ensure that Your Agent and the Agent Contacts comply, with the terms and conditions of the Master Agreement, the applicable order and this Service Description.
   h. Limit Oracle's access to any production environment or shared development environments to the extent necessary for Oracle to perform the OPS-HFB Services.
   i. Work with Oracle to facilitate an efficient delivery of services.
   j. Promptly update Oracle with respect to business and technology changes or events that may impact the OPS-HFB Services (e.g., configuration changes, implementation of new business functionality, modifications to your change control policies, etc.).
   k. You shall be responsible for your security policies, your approvals, and all testing and validation.
   l. You must purchase the OPS-HFB Services for all Oracle programs for all quantities identified in Your orders. If at any time You order additional Oracle programs for which the OPS-HFB Services are available, You are required to purchase additional OPS-HFB Services for such Oracle programs.

2. Project Assumptions

   a. The OPS-HFB Services shall be provided by remote delivery resources only and not at your site.
   b. Oracle may provide OPS-HFB Services by telephone, via a customer-specific web portal (if ordered), and/or via electronic communication.
   c. OPS-HFB Services may not be available for all Oracle programs.
   d. Any other services not expressly identified herein are considered out of scope.

You acknowledge that if Oracle's cost of providing the OPS-HFB Services is increased because of your or your Agent's or the Agent Contacts' failure to meet the obligations listed in this Service Description, failure to provide cooperation, or because of any other circumstance outside of Oracle's control, then you agree to pay Oracle for such increased costs and to indemnify and hold Oracle harmless from all claims, damages and liabilities related to the failure to meet the obligations.

C. Fees and Expenses

You agree to pay Oracle the fees for OPS-HFB Services as identified in your order. All services and payments are non-cancelable and nonrefundable.

Expenses related to the providing of the OPS-HFB Services are in addition to the fees for OPS-HFB Services identified in your order. Such expenses will be invoiced monthly as they are incurred and are due within 30 days of the invoice date.

D. Data Privacy

In performing the OPS-HFB Services, Oracle will treat the data that resides on Oracle, your or third-party systems to which Oracle is provided access to perform services in accordance with the Oracle Services Privacy Policy, which is available at http://www.oracle.com/us/legal/privacy/services-privacy-policy-078833.html. The Oracle Services Privacy Policy is subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of protection specified in the Oracle Services Privacy Policy during the period for which fees for services have been paid.

E. Term

The term of OPS-HFB Services shall be twelve (12) months ("Term").

F. Unused Services

The OPS-HFB Services must be used within twelve (12) months from the effective date of your order. Any OPS-HFB Services not used within the twelve (12) months from the effective date of your order will be automatically forfeited by you, with no further action required of either party, and you will not be entitled to a refund, or a credit toward additional or other services, for any unused portion of the fees paid for any unused OPS-HFB Services. You may not use the fees for any services other than the OPS-HFB Services described herein.

Oracle Regression Testing Service for Software as a Service ("SaaS")

Service	Part #
Oracle Regression Testing Service for SaaS	B90159

A. Description of Services

Oracle Regression Testing Service for SaaS (the "Services") consists of the following for the Oracle Programs for which You have purchased one or more of the Oracle Software as a Services listed in the Software as a Service table below ("Supported Programs"):

1. A customer management lead to serve as Your single point of contact to facilitate account management and service reviews.

2. Creation a joint plan upon the commencement of the Services to transfer relevant information to Oracle prior to Production Go-Live (the "Initiation Phase"). The plan will identify the specific Supported Programs subject to the Services ("Identified Supported Programs") and provide information about (a) the Identified Supported Programs; (b) Your existing processes, procedures, and test scripts; and (c) Your functional and technical design documents; if subsequent to the creation of the joint plan, the parties agree to include additional Supported Programs within the Identified Supported Programs, additional Initiation Phase activities will be required subject to additional fees. The Initiation Phase shall not exceed the time period identified in the Service Maximums table below.

3. Manual execution of predefined test scripts provided by You, not to exceed 25 steps per test script, for up to the number of test scripts (the "Regression Test Scripts") identified in the Service Maximums table below, to validate functionality of the Identified Supported Programs in Your Production Support Environment following an event. An event may consist of (a) application of releases or patches; (b) introduction of new modules or Extensions; or (c) application configuration changes.

4. A compare of the actual results of the executed Regression Test Scripts with expected results.

5. Creation of an operational report upon the completion of each regression testing cycle.

6. Subject to Your separate purchase of Cloud Service Units ("CSUs"), Oracle will receive Service Requests ("SR(s)") related to the Services and entered by You via My Oracle Support (the "Request System"), evaluate Your SR to determine the SR Type (specified below), and execute Your SR as further detailed in the *Cloud Service Unit Catalog*.

   a. Standard Extension Service Request (Type 3)
   b. Complex Extension Service Request (Type 4)

   For each SR, Your CSU balance will be decremented by the number of CSUs for the SR Types specified in the *Cloud Service Unit Catalog*. The *Cloud Service Unit Catalog* is available at https://support.oracle.com by searching on Document ID 780129.5.

   You must have a sufficient balance of CSUs prior to submitting any further SRs.

B. Oracle Software as a Service

The Services are available only for the following Oracle Software as a Service offerings:

Software as a Service

Oracle Fusion CRM Base Cloud Services Oracle Fusion Partner Relationship Cloud Services Oracle Fusion Customer Data Management Cloud Services Oracle Fusion Human Capital Management Cloud Services Oracle Fusion Talent Management Cloud Services Oracle Fusion Financial Cloud Services Oracle Fusion Procurement Cloud Services Oracle Fusion Project Portfolio Management Cloud Services Oracle Fusion Supply Chain Management Cloud Services Oracle Enterprise Performance Management Cloud Services Oracle Transportation Management Cloud Services Oracle Global Trade Management Cloud Services Oracle Commerce Cloud Services Oracle Customer Experience (CX) Cloud Services Oracle Field Service Cloud Services Oracle Talent Acquisition Cloud Services Oracle Service Cloud (Right Now) Service Taleo Learn Cloud Services

C. Service Maximums

The Services are subject to the following constraints:

Service Maximums

Maximum	Oracle Regression Testing Services for SaaS
Primary Hours of Operation	8x5
Service Language	U.S. English
Initiation Phase	1 month
Request System	My Oracle Support (MOS)
Account & Service Review Frequency	Quarterly
Regression Test Scripts	400 per year

For purposes of the Service Maximums described in the above table, the following definitions apply:

PRIMARY HOURS OF OPERATION: Your business hours during which the Services will be provided (in Hours per Day x Days per Week).

SERVICE LANGUAGE: The language used to perform the Services. Additional language options are available for purchase, as required.

ACCOUNT & SERVICE REVIEW FREQUENCY: The maximum entitlement for Your use of continual service improvement and governance services as described in Appendix 1: Oracle Managed Cloud Service Delivery Policies of the *Oracle Managed Cloud Services Service Descriptions* published at oracle.com/contracts*.*

ANNUAL REGRESSION TEST SCRIPTS: Number of regression test scripts that Oracle will execute in a year. Annual Regression Test Scripts expire at the end of each year of the Services term; any unused quantity of Annual Regression Test Scripts that remain at the end of the one year period will be forfeited and Oracle shall have no further obligation with respect to such unused Annual Regression Test Scripts.

D. Your Obligations

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:

1. You are responsible for Your, Your Users' and Your third parties' use of and access to networks, systems and all Environments, including use of and access to Your Content and for compliance by You and such third parties with the terms of the Agreement, Order and this service description.

2. You must purchase and maintain for the duration of the Services Oracle Software as a Service for the Identified Supported Programs prior to commencement of the Services.

3. During the Initiation Phase, You must provide information about Your (a) Identified Supported Programs; (b) existing processes and procedures; (c) functional and technical design documents; and (d) regression test scripts.

4. You shall provide Oracle with necessary user and role access to the Identified Supported Programs as required to deliver the Services.

5. You shall submit SRs with sufficient information and detailed documentation, a minimum of two weeks in advance of Your testing cycle, as required for delivery of the Services.

6. You shall be responsible for resolution of issues and failures identified during regression testing.

7. You shall identify the Identified Supported Programs at the beginning of the Initiation Phase. Once identified, the Identified Supported Programs may not change.

8. You acknowledge and agree that any exception to your compliance with the obligations and responsibilities described herein is granted on the condition that Oracle is not responsible for the resulting consequences.

9. You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content. Additionally, for Oracle Cloud at Customer, You are responsible for providing adequate physical and network security (e.g., intrusion detection systems, access controls, and firewalls) to prevent unauthorized access to Your Oracle Cloud Services from Your networks.

10. You are responsible for acquiring and maintaining all applicable software, equipment, and telecommunications required to connect to the Services via a network connection that meets Oracle's specifications.

11. You shall obtain at your sole expense any and all rights (including license rights) and consents from third parties necessary for Oracle and its subcontractors to access Third Party Software (including any Required Software) or perform the Services. You are solely responsible for maintenance of, the performance of, any testing of, and resolving any issues related to, Third Party Software, and any other software transitioned into your Environment(s) without Oracle's prior consent, as well as the impact that such Third Party Software and such other software may have on the Services.

12. You shall defend and indemnify Oracle against liability arising under any applicable laws, ordinances or regulations from your termination or modification of the employment of any of your employees in connection with Services.

13. You acknowledge and agree that (i) if Oracle's performance of activities specified herein exceeds the Term set forth in the ordering document due to your failure to meet the obligations and responsibilities specified herein, you will be required to purchase applicable additional services from Oracle; (ii) use of the Services in a manner not consistent with this Service Description may adversely affect services performance and/or may result in additional fees, and (ii) if Oracle's cost of providing the Services is increased because of a circumstance outside of Oracle's control, then additional fees for the additional work performed by Oracle due to such circumstances may apply.

14. You agree to pay within 30 days of written notification any fees applicable to Your use of the Services in excess of Your rights. If You do not pay, Oracle can end Your Services.

15. You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking, availability or performance testing of the Services; or (c) perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration tests of the Services (the "Acceptable Use Policy"). In addition to other rights in the Agreement and Your ordering document, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

E. Assumptions

1. Capitalized terms used but not defined in this Service Description have the meaning set forth in the Agreement, or the Oracle Managed Cloud Services Definitions Schedule available at https://support.oracle.com by searching on Document ID 780129.5.

2. Oracle may make changes or updates to the Services during the Services Term, including to reflect changes in technology, industry practices, and patterns of system use and reserves the right to provide services from locations, and/or through use of subcontractors, worldwide.

F. Warranty and Disclaimers

The sole and exclusive warranty for the Services is that Oracle warrants that the Services will be provided in all material respects with this Service Description.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR

ENVIRONMENTS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

ORACLE DOES NOT WARRANT THAT SERVICES WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE. YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

G. Exclusive Remedy

If the Services provided to You for any given month during the Term were not in accordance with the warranty specified in the previous Section, You must provide written notice to Oracle no later than five (5) business days after the last day of that particular month. Your notice must describe the deficiency (including the Service Request number notifying Oracle of the deficiency in service), and must be submitted to outsourcingcredit_ww@oracle.com.

If the Services were deficient, Oracle will remit, if applicable, a services fee credit for such month calculated at ten (10) percent of the monthly payment amount for the Services.

The credit will be in the form of a credit towards any outstanding balance for Managed Cloud Services owed to Oracle, and the remittance of such credit WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND ORACLE'S SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED IN THIS ORDER.

H. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

I. Data Privacy

In performing the Services, Oracle will comply with the Managed Cloud Services Delivery Policies for Oracle Public Cloud in the *Oracle Managed Cloud Services Service Descriptions*. The Managed Cloud Services Delivery Policies for Oracle Public Cloud in the *Oracle Managed Cloud Services Service Descriptions* are available under the category "Cloud Services" at http://www.oracle.com/contracts. The Oracle Consulting & Advanced Customer Services Security Practices do not apply to the Services.

During the Services Term, Oracle may update the policy and practices to reflect changes in, among other things, laws, regulations, rules, technology, and industry practices. Such updates will not materially reduce the level of performance, functionality, security, or availability of the Services during the Services Term. Unless otherwise specified in the order, Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to those specified in the order and herein. You are responsible for any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Services Personal Information) as part of the Services.

J. Service Monitoring and Analyses

Oracle continuously monitors the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. Oracle will retain all intellectual property rights in Service Analyses.

Oracle Regression Testing Service for SaaS – Additional Test Executions

Service Offering	Part #
Oracle Regression Testing Service for SaaS - Additional Test Executions	B90452

A. Description of Services

Oracle will provide the manual execution of up to forty (40) additional regression test scripts defined and provided by You (each referred to herein as "Test") in accordance with and to supplement the established maximums of one (1) of the following services separately purchased by You (hereinafter "Pre-requisite Service").

Pre-Requisite Service

Service Offering	Part #
MCS - Oracle Mission Critical Support for SaaS, Entry	B88095
MCS - Oracle Mission Critical Support for SaaS, Basic	B88096
MCS - Oracle Mission Critical Support for SaaS, Standard	B88097
MCS - Oracle Mission Critical Support for SaaS, Advanced	B88098
MCS - Oracle Mission Critical Support for SaaS, Custom	B88373
MCS - Oracle Regression Testing Services for SaaS	B90159

Tests must be performed during the Services Term. Any unused quantity of Tests that remain after (i) the end of the Managed Cloud Services Period; or (ii) the expiration of the Pre-requisite Services will be forfeited and Oracle shall have no further obligation with respect to such unused Tests.

B. Your Obligations

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 assumptions:

1. You must separately purchase and continue to maintain for the duration of the Services, one (1) of the Pre-Requisite Services listed above.

    a. You must purchase and maintain Oracle Regression Testing Services for SaaS (B90159) for the Term of the Services defined in Your order.

2. You acknowledge and agree that any exception to your compliance with the obligations and responsibilities described herein is granted on the condition that Oracle is not responsible for the resulting consequences.

3. You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content. Additionally, for Oracle Cloud at Customer, You are responsible

for providing adequate physical and network security (e.g., intrusion detection systems, access controls, and firewalls) to prevent unauthorized access to Your Oracle Cloud Services from Your networks.

4. You are responsible for acquiring and maintaining all applicable software, equipment, and telecommunications required to connect to the Services via a network connection that meets Oracle's specifications.

5. You shall obtain at your sole expense any and all rights (including license rights) and consents from third parties necessary for Oracle and its subcontractors to access Third Party Software (including any Required Software) or perform the Services. You are solely responsible for maintenance of, the performance of, any testing of, and resolving any issues related to, Third Party Software, and any other software transitioned into your Environment(s) without Oracle's prior consent, as well as the impact that such Third Party Software and such other software may have on the Services.

6. You shall defend and indemnify Oracle against liability arising under any applicable laws, ordinances or regulations from your termination or modification of the employment of any of your employees in connection with Services.

7. You acknowledge and agree that (i) if Oracle's performance of activities specified herein exceeds the Term set forth in the ordering document due to your failure to meet the obligations and responsibilities specified herein, you will be required to purchase applicable additional services from Oracle; (ii) use of the Services in a manner not consistent with this Service Description may adversely affect Services performance and/or may result in additional fees, and (ii) if Oracle's cost of providing the Services is increased because of a circumstance outside of Oracle's control, then additional fees for the additional work performed by Oracle due to such circumstances may apply.

8. You agree to pay within 30 days of written notification any fees applicable to Your use of the Services in excess of Your rights. If You do not pay, Oracle can end Your Services.

9. You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking, availability or performance testing of the Services; or (c) perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration tests of the Services (the "Acceptable Use Policy"). In addition to other rights in the Agreement and Your ordering document, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

C. Assumptions

1. Tests must be performed during the Term.

2. Any unused quantity of Tests that remain after the end of the Term will be forfeited by You and Oracle shall have no further obligation with respect to such unused Tests.

3. Capitalized terms used but not defined in this Service Description have the meaning set forth in the Agreement, or the Oracle Managed Cloud Services Definitions Schedule available at https://support.oracle.com by searching on Document ID 780129.5.

4. Oracle may make changes or updates to the Services during the Services Term, including to reflect changes in technology, industry practices, and patterns of system use and reserves the right to provide services from locations, and/or through use of subcontractors, worldwide.

D. Warranty and Disclaimers

The sole and exclusive warranty for the Services is that Oracle warrants that the Services will be provided in all material respects with this Service Description.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

ORACLE DOES NOT WARRANT THAT SERVICES WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE. YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

E. Exclusive Remedy

If the Services provided to You for any given month during the Services Term were not in accordance with the warranty specified in the previous Section, You must provide written notice to Oracle no later than five (5) business days after the last day of that particular month. Your notice must describe the deficiency (including the Service Request number notifying Oracle of the deficiency in service), and must be submitted to outsourcingcredit_ww@oracle.com.

If the Services were deficient, Oracle will remit, if applicable, a services fee credit for such month calculated at 10 percent of the monthly payment amount for the Services.

The credit will be in the form of a credit towards any outstanding balance for Managed Cloud Services owed to Oracle, and the remittance of such credit WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND ORACLE'S SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED IN THIS ORDER.

F. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

G. Data Privacy

In performing the Services, Oracle will comply with the Managed Cloud Services Delivery Policies for Oracle Public Cloud in the Oracle Managed Cloud Services Service Descriptions. The Managed Cloud Services Delivery Policies for Oracle Public Cloud in the Oracle Managed Cloud Services Service Descriptions are available under the category "Cloud Services" at http://www.oracle.com/contracts. The Oracle Consulting & Advanced Customer Services Security Practices do not apply to the Services.

During the Services Term, Oracle may update the policy and practices to reflect changes in, among other things, laws, regulations, rules, technology, and industry practices. Such updates will not materially reduce the level of performance, functionality, security, or availability of the Services during the Services Term. Unless otherwise specified in the order, Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to those specified in the order and herein. You are responsible for any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Services Personal Information) as part of the Services.

H. Service Monitoring and Analyses

Oracle continuously monitors the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. Oracle will retain all intellectual property rights in Service Analyses.

Oracle Solution Support Center ("SSC")

Service Offering	Part #
Oracle Solution Support Center for Software 8X5	B86704
Oracle Solution Support Center for Software 7X24	B86705
Oracle Solution Support Center for Software 8X5: Custom	B86706
Oracle Solution Support Center for Software 7X24: Custom	B86707
Oracle Solution Support Center for Systems 8X5	B86716
Oracle Solution Support Center for Systems 7X24	B86717
Oracle Solution Support Center for Systems 8X5: Custom	B86718
Oracle Solution Support Center for Systems 7X24: Custom	B86719
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

A. Description of Services

1. Support Delivery Management

A Technical Account Manager ("TAM") will be assigned to You, as Your primary contact for the Services, during the hours specified in Your order. Your TAM shall provide and/or assist with the following Services:

a. Prepare and maintain a service delivery plan;
b. Document the contact details for key Oracle contacts, Your technical contacts for Oracle Premier Support, and management escalation team ("Customer Contacts") and Oracle's escalation procedures ("Joint Contacts and Escalation Guide");
c. Document the technical specifications of Your Oracle Product Environment ("Environment and Configuration Guide");
d. Prepare and provide quarterly service delivery plan progress reports;
e. Provide access to a customer-specific web portal;
f. Assist with conducting an orientation for Your Customer Contacts;
g. Assist with conducting a delivery planning session and maintaining the service delivery plan;
h. Assist with conducting quarterly service delivery plan reviews;
i. Assist with reviewing all applicable Oracle Support Services activity related to the items identified in the OPE, including service request ("SR") activity in connection with individual SRs logged by Your Customer Contacts. The review may consist of status reports, next steps, if any, and review of Your SR priorities;
j. Assist with SR management, prioritization and escalation;
k. Assist with communicating the status of Your SR(s) to Your Customer Contact(s), as requested;
l. Assist with facilitating communications between Oracle and Your Customer Contacts; and
m. Assist with maintaining the Joint Contacts and Escalation Guide and the Environment and Configuration Guide.

2. <u>Assistance on Service Requests</u>

   a. An Oracle Advanced Support Engineer ("ASE") will be assigned to You during the hours specified in Your order. A dedicated toll-free telephone number will be assigned to You. You may contact the ASE via this dedicated toll-free telephone number. Your designated ASE will respond to all Severity 1 and mutually agreed upon Severity 2 SRs placed during business hours.

      (i) If Your order contains Services to be delivered "8 x 5", issues that arise during non-business hours will be addressed the next business day.

      (ii) If Your order contains Services to be delivered "24 x 7", issues that arise during non-business hours will be addressed the next business day except for Severity 1 issues, which are immediately forwarded to Your ASE.

      The current definition of Oracle's Severity Levels is available in the applicable Oracle Technical Support Policies which may be accessed at http://www.oracle.com/support/policies.html.

   b. Critical Service Requests
      For products identified in the OPE section of the Annual Services Exhibit and documented in Your Environment and Configuration Guide, the TAM and ASE are the designated points of contact for Severity 1 and mutually agreed upon Severity 2 SRs, collectively ("critical SRs") and shall provide the following support Services for the quantity of Full Coverage Units defined in the OPE section of the Annual Services Exhibit:

      (i) Conduct SR analysis;

      (ii) Assist with issue identification and issue reproduction;

      (iii) Assist with constructing a reproducible test case required by Oracle Support Services to address an SR and help determine a workaround for the issue;

      (iv) Assist with potential workarounds;

      (v) Provide guidance to implement the recommendations documented in the SR;

      (vi) Assist with testing prior to production implementation of any recommendations;

      (vii) Conduct root cause analysis of Severity 1 incidents;

      (viii) Extract data from a downed database and attempt a recovery for Oracle databases within the OPE section of the Annual Services Exhibit;

      (ix) Provide advice and recommendations regarding the operation, configuration and use of the applicable Oracle Support Services tools for Your Oracle products in the OPE section of the Annual Services Exhibit; and

      (x) Notify You of Oracle alerts, releases, firmware updates and patches related to Your Oracle products in the OPE section of the Annual Services Exhibit, including critical patch updates.

   c. Critical Reactive Service Requests
      If Your order includes products identified in the OPE section of the Annual Services Exhibit and documented in Your Environment and Configuration Guide as Critical Reactive units as defined in the Annuals Exhibit, Oracle will assist You with technical issues and shall provide the following Services for the quantity of Critical Reactive units identified in the OPE section of the Annual Services Exhibit:

      (i) Conduct SR analysis;

      (ii) Assist with issue identification and issue reproduction;

      (iii) Assist with constructing a reproducible test case required by Oracle Support Services to address an SR and help determine a workaround for the issue; and

      (iv) Assist with potential workarounds.

3. Standby Coverage

Upon Your request to Your TAM, Oracle will provide technical standby coverage for non-Severity 1 issues (e.g., software upgrade, patch set applications, data purge) by Your primary ASE or designee for up to twenty-four (24) consecutive hours in the quantity defined in the OPE section of the Annual Services Exhibit.

4. Service Request Prioritization

Oracle will prioritize Your SRs above SRs of the same severity level submitted by other Premier Support customers. Reasonable efforts will be made to respond to Your SRs per the following guidelines ("SR Response Guidelines"):

a. 90% of Severity 1 SRs within twenty (20) minutes (available 24x7);
b. 90% of Severity 2 SRs within two (2) local business hours;
c. 90% of Severity 3 SRs within the next local business day; and
d. 90% of Severity 4 SRs within the next local business day.

5. Supplemental Resources

If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist in the furtherance of Solution Support Center services, up to the maximum number of days per resource role as set forth in Your order. A "day" is defined as one (1) resource working eight (8) hours per day. [1]

B. **Additional Obligations and Project Assumptions**

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

1. Your Obligations

a. Restore service, including, for example, reconfiguring applications or reloading or restarting application software.
b. Designate Customer Contacts and identify by name, phone number, e-mail address and other appropriate contact methods, for each of Your Customer Contacts.
c. Apply bug fixes, critical patches and configuration recommendations provided through Oracle Support Services within a commercially reasonable period of time.
d. Assist Oracle to maintain the Joint Contacts and Escalation Guide and the Environment and Configuration Guide.
e. If requested by Oracle, provide a test environment and, if applicable, a non-customized code test environment for Oracle applications, for testing patches and troubleshooting issues.

2. Project Assumptions

a. Only Customer Contacts may communicate with Oracle regarding the delivery of the Services or deliverables, if any.

Oracle Solution Support Center Connected ("SSCC")

Service Offering	Part #
Oracle Solution Support Center Connected	B85843
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

A. Description of Services

1. Support Delivery Management

   A Technical Account Manager ("TAM") will be assigned to You, as Your primary contact for the Services, during the hours specified in Your order. Your TAM shall provide and/or assist with the following Services:

   a. Prepare and maintain a service delivery plan;
   b. Document the contact details for key Oracle contacts, Your technical contacts for Oracle Premier Support, and management escalation team ("Customer Contacts") and Oracle's escalation procedures ("Joint Contacts and Escalation Guide");
   c. Document the technical specifications of Your Annual Services Oracle Product Environment ("Environment and Configuration Guide");
   d. Prepare and provide quarterly service delivery plan progress reports;
   e. Provide access to a customer-specific web portal;
   f. Assist with conducting an orientation for Your Customer Contacts;
   g. Assist with conducting a delivery planning session and maintaining the service delivery plan;
   h. Assist with conducting quarterly service delivery plan reviews;
   i. Assist with reviewing all applicable Oracle Support Services activity related to the items identified in the OPE, including service request ("SR") activity in connection with individual SRs logged by Your Customer Contacts. The review may consist of status reports, next steps, if any, and review of Your SR priorities;
   j. Assist with SR management, prioritization and escalation;
   k. Assist with communicating the status of Your SR(s) to Your Customer Contact(s), as requested;
   l. Assist with facilitating communications between Oracle and Your Customer Contacts; and
   m. Assist with maintaining the Joint Contacts and Escalation Guide and the Environment and Configuration Guide.

2. Assistance on Service Requests

   a. An Oracle Advanced Support Engineer ("ASE") will be assigned to You during the hours specified in Your order. A dedicated toll-free telephone number will be assigned to You. You may contact the ASE via this dedicated toll-free telephone number. The designated ASE will respond to all Severity 1 and mutually agreed upon Severity 2 SRs placed during business hours. Issues that arise during non-business hours will be addressed the next business day, except for Severity 1 issues, which are immediately forwarded to Your ASE. The current definition of Oracle's Severity Levels is available in the applicable Oracle Technical Support Policies which may be accessed at http://www.oracle.com/support/policies.html.

b. Critical Service Requests
    For products identified in the OPE section of the Annual Services Exhibit and documented in Your Environment and Configuration Guide, the TAM and ASE are the designated points of contact for Severity 1 and mutually agreed upon Severity 2 SRs, collectively ("critical SRs") and shall provide the following support Services for the quantity of Full Coverage Units defined in the OPE section of the Annual Services Exhibit:

    (i)   Conduct SR analysis;
    (ii)   Assist with issue identification and issue reproduction;
    (iii) Assist with constructing a reproducible test case required by Oracle Support Services to address an SR and help determine a workaround for the issue;
    (iv)   Assist with potential workarounds;
    (v)   Provide guidance to implement the recommendations documented in the SR;
    (vi)   Assist with testing prior to production implementation of any recommendations;
    (vii) Conduct root cause analysis of Severity 1 incidents;
    (viii) Extract data from a downed database and attempt a recovery for Oracle databases within the OPE;
    (ix)   Provide advice and recommendations regarding the operation, configuration and use of the applicable Oracle Support Services tools for Your Oracle products in the OPE section of the Annual Services Exhibit; and
    (x)   Notify You of Oracle alerts, releases, firmware updates and patches related to Your Oracle products in the OPE section of the Annual Services Exhibit, including critical patch updates.

c. Critical Reactive Service Requests
    If Your order contains products identified in the OPE section of the Annual Services Exhibit and documented in Your Environment and Configuration Guide as Critical Reactive units as defined the Annuals Exhibit, Oracle will assist You with technical issues and shall provide the following Services for the quantity of Critical Reactive units identified in the OPE section of the Annual Services Exhibit:

    (i)   Conduct SR analysis;
    (ii)   Assist with issue identification and issue reproduction;
    (iii) Assist with constructing a reproducible test case required by Oracle Support Services to address an SR and help determine a workaround for the issue; and
    (iv)   Assist with potential workarounds.

3. Standby Coverage

    Upon Your request to Your TAM, Oracle will provide technical standby coverage for non-Severity 1 issues (e.g., software upgrade, patch set applications, data purge) by Your primary ASE or designee for up to twenty-four (24) consecutive hours in the quantity defined in the OPE section of the Annual Services Exhibit.

4. SR Prioritization

    Oracle will prioritize Your SRs above SRs of the same severity level submitted by other Premier Support customers. Reasonable efforts will be made to respond to Your SRs per the following guidelines ("SR Response Guidelines"):

    a. 90% of Severity 1 SRs within twenty (20) minutes (available 24x7);
    b. 90% of Severity 2 SRs within two (2) local business hours;

c. 90% of Severity 3 SRs within the next local business day; and

d. 90% of Severity 4 SRs within the next local business day.

5. Advanced Database Support

Oracle will provide the following Services (Advanced Database Support ("ADS")) for the databases running on the quantity of ACS processor cores identified in the OPE section of the Annual Services Exhibit. Oracle will provide the following for the initiation of the Services:

a. Online ADS activation questionnaire ("Questionnaire");
b. ACS Gateway (defined below) installation and setup process instructions;
c. Oracle's fault notification process documentation;
d. SR process documentation; and
e. Customer Portal (defined below) use and functionality documentation.

6. Fault Management

Oracle will monitor the Oracle databases identified in the OPE section of the Annual Services Exhibit twenty-four (24) hours per day, seven (7) days a week ("24x7") to identify nonstandard activity ("Event"). Each detected Event that results in an actual unplanned interruption or immediate material reduction in quality of performance of the Oracle database(s) is referred to as a Fault. Oracle will determine the tools and criteria used to determine whether an Event constitutes a Fault.

a. For each Fault, the Oracle will:
   (i) Categorize the Fault based upon the definitions of severity in Oracle's technical support policies, which are available at: http://www.oracle.com/us/support/policies/index.html;
   (ii) Gather available applicable diagnostic information pertaining to the Fault;
   (iii) Provide You with a Fault notification e-mail for each automated service request ("ASR"). Oracle will use commercially reasonable efforts to provide the Fault notification email within fifteen (15) minutes of Oracle's detection of the Fault. The fifteen minutes commences upon the detection of the Fault by the Oracle fault monitoring tools and ends when Oracle sends You the Fault notification e-mail; and
   (iv) Create an ASR with My Oracle Support ("MOS"), which includes the available applicable diagnostic information. Oracle will use commercially reasonable efforts to create the ASR within fifteen (15) minutes of Oracle sending the Fault notification e-mail.
b. In the event You submit a severity 1 SR, based upon the definitions of severity in Oracle's technical support policies, for a database in the OPE section of the Annual Services Exhibit, Oracle will use commercially reasonable efforts to provide an initial response through MOS within twenty (20) minutes of Your SR submittal.

7. Reporting

Oracle will provide standardized database reports via the Customer Portal for the databases in the OPE section of the Annual Services Exhibit. Oracle will determine the contents of the reports which may include the following:

a. Oracle Database Security Compliance Report. Oracle will provide summary and detail reports comparing Your database configurations, database directory and file permissions and database user access to Oracle's configuration recommendations.

b. Oracle Database Patch Advisory Report. Oracle will provide a summary and detailed report identifying the patch set update(s) ("PSU")s available for the databases in the OPE section of the Annual Services Exhibit.

c. Oracle Database Status Report. Oracle will provide information concerning the status of the databases in the OPE section of the Annual Services Exhibit (e.g., current up/down status, cluster/single instance, version number).

d. Oracle Database ASR Report. Oracle will provide a summary of opened ASRs for each database in the OPE section of the Annual Services Exhibit.

e. Oracle Database Health-check Report. Oracle will provide information about potential database configuration setting issues and scalability attributes as well as suggested remediation actions.

8. Patch Management

If Your order contains Patch Management, Oracle will perform the following Services for the quantity of ACS – Oracle HOMES identified in the OPE section of the Annual Services Exhibit:

a. Perform a patch assessment;
b. Create a patch installation plan;
c. If necessary, prior to installing the PSU(s), Oracle will provide a standard test/back-out plan example, and both You and Oracle will agree, in writing, on the test/back-out plan;
d. Oracle will install the PSU(s) during an agreed upon window; and
e. Provide oversight and escalation management for each patch installment activity.

9. Supplemental Resources

If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist in the furtherance of Solution Support Center Connected services, up to the maximum number of days per resource role as set forth in Your order. A "day" is defined as one (1) resource working eight (8) hours per day. [1]

B. **Oracle Advanced Support Gateway**

ACS Services may be delivered utilizing a gateway. A gateway is the computing platform, consisting of the Oracle Advanced Support Gateway software available on MOS and a physical or virtual hardware platform or an Oracle Public Cloud ("OPC") instance, which hosts Oracle's tools, for collecting, managing, updating and presenting information ("ACS Gateway"). Oracle's minimum hardware requirements for the ACS Gateway are available at http://www.oracle.com/us/support/library/advanced-support-gateway-host-reqs-1896462.pdf. Oracle will provide the necessary software and instructions to install the ACS Gateway or You may provide Oracle remote access to install the ACS Gateway on Your behalf. You will ensure the ACS Gateway (i) has sufficient rack and floor space, air conditioning, electrical power, Internet connectivity, (ii) is correctly located within Your local-area network and wide-area network environments(s) (as agreed to with Oracle) and attached to Your network, to physically rack, stack and power-up, and (iii) is positioned such that the systems being fault monitored can be logically routed to it using layer 3 IP. Once the ACS Gateway is installed, Oracle will deploy additional software on the ACS Gateway which will be used to deliver Your Services. If utilized, the ACS Gateway must be fully installed, connected and operational in order for You to receive the Services. Oracle retains all rights, title and interest to the Oracle supplied ACS Gateway. Oracle retains the right to update and/or replace the ACS Gateway at any time during the performance of the Services.

The Oracle Advanced Support Gateway Portal ("Customer Portal") is a Web-based interface hosted on the ACS Gateway, behind Your firewall and is accessible by You and authorized Oracle Support engineers. It is used by You to interact with the ACS service(s) enabled on the ACS Gateway.

C. Additional Obligations and Project Assumptions

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

1. Your Obligations

   a. Restore service, including, for example, reconfiguring applications or reloading or restarting application software.
   b. Ensure You are running Oracle Database 11g or higher in order to receive the Services.
   c. Designate Customer Contacts and identify by name, phone number, e-mail address and other appropriate contact methods, for each of Your Customer Contacts.
   d. Apply bug fixes, critical patches and configuration recommendations provided through Oracle Support Services within a commercially reasonable period of time.
   e. Assist Oracle to maintain the Joint Contacts and Escalation Guide and the Environment and Configuration Guide.
   f. If requested by Oracle, provide a test environment and, if applicable, a non-customized code test environment for Oracle applications, for testing patches and troubleshooting issues.
   g. Prior to the commencement of Services, return the completed Questionnaire.
   h. Maintain Oracle Premier Support for Systems for the dedicated hardware component of the ACS Gateway and the Oracle systems running the Oracle database(s), if applicable and as described here: http://www.oracle.com/us/support/library/hardware-systems-support-policies-069182.pdf.
   i. Prior to the commencement of Services, install and configure the ACS Gateway in Your datacenter on Your network and start the Services initiation process.
   j. Provide required private and public-facing Internet Protocol ("IP") addresses, proper firewall settings, required predefined ports, and appropriate inbound and continuous outbound connectivity to the ACS Gateway.
   k. If You have chosen to enable the remote access control feature of the ACS Gateway:
      (i) Use commercially reasonable efforts to immediately grant Oracle access to the ACS Gateway when requested by Oracle to allow Oracle to resolve incidents or security vulnerabilities associated with the ACS Gateway; and
      (ii) At least monthly, mutually agree with Oracle on a window of access to the ACS Gateway sufficient for Oracle to proactively patch the ACS Gateway and make any configuration changes appropriate for Oracle to deliver the Services.
   l. Provide on-site troubleshooting in the event that Oracle is not able to remotely connect to the ACS Gateway.
   m. Identify the database(s) described in section A.6. (Fault Management) above via the Customer Portal.
   n. Change the default Customer Portal password.
   o. Via the Customer Portal, maintain current contact and email information.
   p. Maintain Internet connectivity with availability of 99.5% or better as measured on a monthly basis.
   q. Follow the SR escalation process documented on MOS (i.e., "How To Request Management Attention to a Service Request (SR) with Oracle Support Services (ID 199389.1)).
   r. Create a blackout in the actions field within the Customer Portal during key system change(s) initiated by You so that ASRs are not initiated automatically as a result of faults caused by key systems change(s).
   s. Patch Management Specific Obligations
      If Your order contains Patch Management, you will:

      (i) Ensure You are running Oracle Database 11gR2 or higher, in order to receive the Services;

(ii)   Schedule patch installation(s) via the Customer Portal;

(iii)   Provide installation and back out instructions that were created and tested in Your nonproduction environment for the patch installations; and

(iv)   Test all patch installations in Your nonproduction environment.

2.   Project Assumptions

a.   Only Customer Contacts may communicate with Oracle regarding the delivery of the Services or deliverables, if any.

b.   All communication (oral, written and electronic) associated with the delivery of the Service is only provided in English.

c.   Your prompt return of the completed Questionnaire is a prerequisite to Oracle's performance of the Services described herein. Any delays in the prompt return of the Questionnaire shall delay the performance of the Services.

d.   Oracle shall limit Your access to functionality contained within the ACS Gateway in order to perform the Services.

e.   Subject to hardware system capacity limits, any number of Oracle databases may be fault monitored on the hardware system(s) associated with the ACS processor cores identified in the OPE section of the Annual Services Exhibit.

f.   Oracle Database Security Compliance Reporting Assumption

g.   Database security compliance reports provided by Oracle hereunder may contain security related information regarding the Oracle databases identified in the OPE section of the Annual Services Exhibit. While you may use such reports for informational purposes to assist you in your submission of security content for any of your internal or external reporting, the security reports provided hereunder are not certifications or attestations and are provided for your internal business operations only. Oracle makes no representations about the security of your systems or equipment.

h.   Patch Management Assumptions.
If Your order contains Patch Management, the following Assumptions will apply:

    (i)   Upon the commencement of Patch Management, You and Oracle will agree upon the PSU appropriate for Your environment which shall be either the most current PSU or its immediate predecessor applicable to Your version of the Oracle database(s) identified in the OPE section of the Annual Services Exhibit;

    (ii)   PSU deployment will be performed first in Your non-production environment(s). Oracle will validate that the environment(s) is accessible to You for Your testing prior to promotion to production. Prior to the promotion of the patch to production, a valid backup must be performed by You if backups are under Your control;

    (iii) Patch Management does not include testing of patch installations for customer-specific configurations;

    (iv) Oracle will not install patches designated as, or determined by Oracle to be, "release" or "version" patches; and

    (v)   The deployment of PSUs may impact the performance of the databases identified in the OPE section of the Annual Services Exhibit.

Advanced Customer Services ("ACS")
Fixed Scope Service Descriptions

The ACS Fixed Scope Services you have ordered for your Oracle Product Environment (if applicable), will be identified in Your order and related Fixed Scope Services Exhibit.

Oracle Advanced Support Knowledge Workshop

Service Offering	Part #
Oracle Advanced Support Knowledge Workshop	B68098
Oracle Advanced Support Knowledge Workshop for Systems	B72740
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

A. Description of Services

1. Oracle will provide You with one (1) Oracle Advanced Support Knowledge Workshop (the "Workshop") by performing the following Services:

   a. Conduct a preliminary meeting and orientation to discuss and determine the following:
      (i) Review Your knowledge development goals and objectives;
      (ii) Identify any existing applicable content from the Workshop repository;
      (iii) Provide recommendations regarding content for the Workshop and discuss any requests, by You, to modify the Workshop content; and
      (iv) Determine the location, audience (i.e., database administrators, developers, IT operations staff, etc.) and dates for each Workshop.

   b. Provide one (1) Workshop presentation, for up to four (4) hours, not to exceed thirty (30) attendees;
   c. Provide up to sixteen (16) person hours of post presentation guidance, for up to four (4) attendees of the Workshop presentation; and
   d. Conduct a final meeting to review the Oracle Advanced Support Knowledge Workshop Services.

2. Supplemental Resources

   If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist in the furtherance of the Oracle Advanced Support Knowledge Workshop services, up to the maximum number of days per resource role as set forth in Your order. A "day" is defined as one (1) resource working eight (8) hours per day. [1]

B. Project Assumptions

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

1. Modifications to the Workshop content are subject to Oracle's change control process.

2. A "person hour" is defined as one (1) person working up to sixty (60) minutes.

3. In the event the post presentation guidance is provided on-site, such guidance will be provided in two (2) eight (8) hour increments; otherwise, guidance provided remotely will be performed in a minimum of two (2) hour increments.

Oracle Application Readiness Service

Service Offering	Part #
Oracle Application Readiness Service	N/A
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

A. Description of Services

1. Oracle will configure Your hardware systems set forth in the OPE section of the Fixed Scope Services Exhibit ("Hardware Systems") for Your installation of Oracle and/or third party software (the "Software") by performing the following Services:

    a. Conduct a preliminary meeting and orientation;
    b. Review the technical requirements for configuring Your Hardware Systems (the "Technical Requirements");
    c. Create and provide You with a Hardware Systems configuration plan that will describe (i) the Technical Requirements, and (ii) the technical components (including subcomponents) of the Hardware Systems that Oracle will configure as part of the Services;
    d. Prepare the Hardware Systems for the Technical Requirements, as set forth in the Hardware Systems configuration plan;
    e. Prepare a system build specification document, based upon Oracle's configuration of the Hardware Systems for the Technical Requirements;
    f. Prepare a test procedure plan document, based upon the previously prepared build specification document to identify the tests to be performed on the Hardware Systems to evaluate the reliability, availability and serviceability of Your Hardware Systems;
    g. Perform a series of tests, as defined in the test procedure plan, to evaluate the reliability, availability and serviceability of Your Hardware Systems;
    h. Provide You with one (1) back up of the Hardware Systems configuration;
    i. Provide You with a document containing the passwords to the Hardware Systems; and
    j. Conduct a final meeting to review the Hardware Systems configuration.

2. Supplemental Resources

    If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist in the furtherance of the Oracle Application Readiness services, up to the maximum number of days per resource role as set forth in Your order.   A "day" is defined as one (1) resource working eight (8) hours per day. [1]

B. Additional Obligations and Project Assumptions

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

1. Your Obligations

    a. Prior to the commencement of the Service, You will perform back-up or archival reproductions of all software and data contained on the Hardware Systems.
    b. You will provide media on which Oracle can back up the Hardware Systems configuration.

2. Project Assumptions

    a. Servers that are a part of the Hardware Systems to be configured shall not be connected to storage, either hard drives or solid state memory that is in use by any other hardware system.
    b. The configuration and build of the Hardware Systems will only include configuration of storage that is used by the Hardware Systems to be configured and shall not include configuration of storage, either hard drives or solid state memory that is in use by any other hardware system.

Oracle Backup and Recovery Review

Service Offering	Part #
Oracle Backup and Recovery Review	B82498

A. Description of Services

Oracle will review Your backup and restore plan for a single Oracle database instance* or a single Oracle application instance** by performing the following Services:

1. Conduct a preliminary meeting and orientation;

2. Gather information from You regarding Your backup procedures and Your objectives for restoration timeline and completeness of restored data;

3. Review the following areas which may affect Your backup and restoration plan: hardware configuration, software configuration, and operational procedures;

4. Compare Your current backup plan to Your objectives for restoration timeline and completeness of restored data, and identify areas where Your backup and restore plan is insufficient to meet Your objectives;

5. Provide a report describing the deficiencies in Your backup and restore plan and provide recommendations for improvement; and

6. Conduct a final meeting to review the report and recommendations.

*With respect to Oracle's core technology programs, a "database instance" means a single set of data files and a single Oracle database environment that accesses that set of data files.

**With respect to Oracle's applications programs, an "application instance" means a single set of memory structures, a single Oracle application suite, and a single set of processes that collectively access a single Oracle database instance.

Oracle Capacity Planning Review and Recommendations

Service Offering	Part #
Oracle Capacity Planning Review and Recommendations	B72670
Oracle Capacity Planning Review and Recommendations for Systems	B72672
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

A. Description of Services

1. Oracle will review the configuration of the product(s) set forth in the OPE section of the Fixed Scope Services Exhibit to analyze Your current capacity and consumption rates by performing the following Services:

   a. Conduct a preliminary meeting and orientation to:
      (i) Identify data collection time period(s);
      (ii) Advise on data collection techniques; and
      (iii) Provide a configuration questionnaire to be completed by You.
   b. Perform analysis of Your collected data and questionnaire;
   c. Provide a report identifying current capacity, modeling projected consumption trends and capacity planning recommendations; and
   d. Conduct a final meeting to review the report and recommendations.

2. Supplemental Resources

   If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist in the furtherance of the Oracle Capacity Planning Review and Recommendations services, up to the maximum number of days per resource role as set forth in Your order. A "day" is defined as one (1) resource working eight (8) hours per day.[1]

B. Additional Obligations and Project Assumptions

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

1. Your Obligations

   a. You will collect and provide necessary consumption data.
   b. You will promptly return the completed configuration questionnaire described within this Oracle Capacity Planning Review and Recommendations Service.

2. Project Assumptions

   a. In the event You choose not to collect Your own data, Oracle will collect the data on Your behalf pursuant to Oracle's change control process.

Oracle Configuration Review and Recommendations

Service Offering	Part #
Oracle Configuration Review & Recommendations	B65855
Oracle Configuration Review & Recommendations for Systems	B65860
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

A. Description of Services

1. Oracle will review the current configuration of the product(s) set forth in the OPE section of the Fixed Scope Services Exhibit to identify issues that may impact system reliability, availability and supportability by performing the following Services:

   a. Conduct a preliminary meeting and orientation;
   b. Install configuration data-collector tools;
   c. Collect current data regarding configuration, version and patching;
   d. Perform analysis of the collected data;
   e. Provide a report describing the analysis and recommendations; and
   f. Conduct a final meeting to review the report and recommendations.

2. Supplemental Resources

   If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist in the furtherance of the Oracle Configuration Review and Recommendations services, up to the maximum number of days per resource role as set forth in Your order. A "day" is defined as one (1) resource working eight (8) hours per day. [1]

Oracle Consolidation Planning Service

Service Offering	Part #
Oracle Consolidation Planning Service - Local/Remote Delivery	B73292
Oracle Consolidation Planning Service - Local Delivery	B77669
Oracle Consolidation Planning Service for Systems - Local Delivery	B79468
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

A. **Description of Services**

1. Oracle will perform the following Services, to assist You in planning and validating migrations in anticipation of Your consolidation (collectively referred to as "the Consolidation Planning Services") which shall include the following:

   a. Conduct a preliminary meeting and orientation;
   b. Provide access to the Customer Portal (defined below) to access reports and recommendations as part of the Services;
   c. Assist in the installation and set-up of data collectors;
   d. Collect and maintain configuration data that identifies all of Your Oracle components ("Configuration Items") included in this Service;
   e. Create a service delivery plan, which may include the following: availability requirements, capacity management, change management, maintenance windows, business requirements, security requirements, footprint of sources systems, previously known issues, stability issues, outages, and service requests ("SR") raised;
   f. Collect, record and annotate configuration and workload data from identified configurations;
   g. Analysis of configuration information (versions, patch levels, options, parameters) to assess compatibility;
   h. Analysis of Configuration Items utilization over time (e.g., CPU, memory);
   i. Modeling of consolidation scenarios;
   j. Provide recommendations and prepare a target design(s) and/or scorecard(s) based upon the analysis of the configuration information, utilization and consolidation scenarios;
   k. Publish the analysis and modeling charts and reports, prioritized recommendations, scorecard(s) and summary report on the Customer Portal; and
   l. Conduct a final meeting to review the Services.

2. Supplemental Resources

   If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist in the furtherance of the Oracle Consolidation Planning Service, up to the maximum number of days per resource role as set forth in Your order. A "day" is defined as one (1) resource working eight (8) hours per day.[1]

B. **Oracle Advanced Support Gateway**

ACS Services may be delivered utilizing a gateway. A gateway is the computing platform, consisting of the Oracle Advanced Support Gateway software available on My Oracle Support ("MOS") and a physical or virtual hardware platform or an Oracle Public Cloud ("OPC") instance, which hosts Oracle's tools, for collecting,

managing, updating and presenting information ("ACS Gateway"). Oracle's minimum hardware requirements for the ACS Gateway are available at http://www.oracle.com/us/support/library/advanced-support-gateway-host-reqs-1896462.pdf. Oracle will provide the necessary software and instructions to install the ACS Gateway or You may provide Oracle remote access to install the ACS Gateway on Your behalf. You will ensure the ACS Gateway (i) has sufficient rack and floor space, air conditioning, electrical power, Internet connectivity, and (ii) is correctly located within Your local-area network and wide-area network environments(s) (as agreed to with Oracle) and attached to Your network, to physically rack, stack and power-up. Once the ACS Gateway is installed, Oracle will deploy additional software on the ACS Gateway which will be used to deliver Your Services. If utilized, the ACS Gateway must be fully installed, connected and operational in order for You to receive the Services. Oracle retains all rights, title and interest to the Oracle supplied ACS Gateway. Oracle retains the right to update and/or replace the ACS Gateway at any time during the performance of the Services.

The Oracle Advanced Support Gateway Portal ("Customer Portal") is a Web-based interface hosted on the ACS Gateway, behind Your firewall and is accessible by You and authorized Oracle Support engineers. It is used by You to interact with the ACS service(s) enabled on the ACS Gateway.

C. Additional Obligations and Project Assumptions

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

1. Your Obligations

   a. All Configuration Items must meet the eligibility requirements as described here: https://support.oracle.com/epmos/faces/MosIndex.jspx?_afrLoop=123016238685535&_afrWindow Mode=0&_adf.ctrl-state=6fuccneum_34.
   b. Install patches, upgrades, updates, and/or fixes as recommended by Oracle to maintain the stability of the Configuration Items including any operating system upgrades.
   c. Provide Oracle with the serial number and/or other identification and entitlement information for the Configuration Items in the manner specified by Oracle.
   d. d. Management of changes required to Configuration Items will be mutually agreed upon by You and Oracle.

2. Project Assumptions

   a. An Oracle Technical Account Manager ("TAM") will be assigned to You as Your primary contact for the Services.
   b. All communication (oral, written and electronic) associated with the delivery of the Service is only provided in English.
   c. Oracle will provide the Services using Oracle tools and systems including tools for collecting, managing, updating, and presenting information.
   d. Oracle shall limit Your access to functionality contained within the ACS Gateway in order to perform the Services.

Oracle Database Security Review Pack

Service Offering	Part #
Oracle Database Security Review Pack	B80785
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

A. Description of Services

Oracle will perform the services below to design, install and configure the Oracle Products set forth in the OPE section of Your Fixed Scope Services Exhibit (collectively, the "Services").

1. Core Pack Services

    The Oracle Database Security Review Pack includes the following services, which are defined at a different location within this document and can be viewed using the corresponding links below:

    a. Oracle Supportability Planning and Design
    b. Oracle Security Review and Recommendations

2. Supplemental Resources

    If included in Your order, Oracle will provide additional resources either on-site or remotely, to assist in the furtherance of the Oracle Database Security Review Pack services, up to the maximum number of days per resource role as set forth in Your order. A "day" is defined as one (1) resource working eight (8) hours per day. [1]

3. Oracle Pack Governance

    An Oracle Technical Account Manager ("TAM") will be assigned to You for the duration of the term. The TAM will serve as Your primary contact for the administration of the Services and shall provide the following governance services:

    a. Conduct a preliminary meeting and orientation;
    b. Prepare and maintain a Service delivery plan;
    c. Prepare and provide Service delivery plan progress reports; and
    d. Conduct a final meeting to provide a Service summary and review with You the documentation created during the delivery of Services.

Oracle Go-Live Support

Service Offering	Part #
Oracle Go-Live Support	B68097
Oracle Go-Live Support for Systems	B72741
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

A. Description of Services

1. Oracle will assess Your readiness to commence production operations (i.e., to process live data, "Go-Live") of all of Your licensed Oracle products associated with Your deployment or implementation ("Deployment Environment") and provide additional assistance by performing the following Services:

   a. Conduct a preliminary meeting and orientation;
   b. Oracle will assess Your readiness for the Go-Live by performing the following Services:
      (i) Review Your plans and associated schedule for Go-Live, including Your plan for returning to the pre-Go-Live configuration for the Deployment Environment in the event the Go-Live schedule is not met;
      (ii) Conduct an operational readiness review of Your planned production processes;
      (iii) Conduct an impact review to assess the potential business impact associated with the Go-Live; and
      (iv) Develop a final report of recommendations associated with Go-Live preparation and review those recommendations with You.
   c. One (1) week before Go-Live, establish a Go-Live assistance plan for three (3) continuous days, including two (2) days prior to Go-Live and one (1) day after Go-Live;
   d. Provide up to three (3) continuous eight (8) hour days of assistance for Go-Live including documenting progress and status of that assistance; and
   e. Conduct a final meeting to review the final status of Go-Live.

2. Supplemental Resources

   If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist in the furtherance of the Oracle Go-Live Support services, up to the maximum number of days per resource role as set forth in Your order. A "day" is defined as one (1) resource working eight (8) hours per day.[1]

Oracle High Availability Review and Recommendations

Service Offering	Part #
Oracle High Availability Review and Recommendations	B72671
Oracle High Availability Review and Recommendations for Systems	B72673
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

A. Description of Services

1. Oracle will review the current configuration of the product(s) set forth in the OPE section of the Fixed Scope Services Exhibit to analyze availability and failover functionality by performing the following Services:

   a. Conduct a preliminary meeting and orientation to:
      (i) Identify availability requirements of the product(s) set forth in the OPE section of the Fixed Scope Services Exhibit; and
      (ii) Provide a configuration questionnaire ("Questionnaire") to be completed by You.
   b. Perform analysis of the current configuration of the product(s) set forth in the OPE section of the Fixed Scope Services Exhibit;
   c. Provide a report identifying potential issues and recommendations for remediation, if applicable; and
   d. Conduct a final meeting to review the report and recommendations.

2. Supplemental Resources

   If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist in the furtherance of Oracle High Availability Review and Recommendations, up to the maximum number of days per resource role as set forth in Your order. A "day" is defined as one (1) resource working eight (8) hours per day.[1]

B. Additional Obligations and Project Assumptions

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

1. Your Obligations

   a. You will promptly return the completed Questionnaire.

2. Project Assumptions

   a. You acknowledge and agree that Your prompt return of the completed Questionnaire is a prerequisite to Oracle's performance of the Services described herein. Any delays in the prompt return of the Questionnaire shall delay the performance of the Services.

Oracle Load Testing and Analysis Service

Service Offering	Part #
Oracle Load Testing and Analysis Service - Local/Remote Delivery	B75918
Oracle Load Testing and Analysis Service - Local Delivery	B77667

A. Description of Services

Oracle will test the performance impact of one (1) planned modification (e.g., upgrade, patch, operating system change, etc.) (the "Modification") on Your current Oracle production database ("Source Environment") using a test environment which is configured identically as the Source Environment ("Destination Environment") (collectively the "Service").

1. Oracle will perform the following tasks as part of the Service:

   a. Conduct a preliminary meeting and orientation;
   b. Provide the Service questionnaire (the "Questionnaire") to be completed by You;
   c. Provide access to the Central Portal (defined below) to access reports and recommendations as part of the Service;
   d. In Your Source Environment, collect data regarding configuration and database performance for up to seven (7) days; ("Source Environment Data Analysis");
   e. Create a project plan and estimated project schedule based upon Your answers to the Questionnaire and Source Environment Data Analysis;
   f. Review the project plan with You;
   g. Confirm that the Destination Environment is ready for testing;
   h. Perform the following testing on the Destination Environment to analyze the impact of the Modification on the Structured Query Language ("SQL") queries:
      (i) Capture the SQL queries from Your Source Environment for up to twenty-four (24) hours;
      (ii) Copy the captured SQL queries from the Source Environment to the Destination Environment;
      (iii) Conduct two (2) tests of the SQL queries in the Destination Environment: (1) prior to implementing the Modification ("SQL Baseline"); and (2) after introducing the Modification ("SQL Results "); and
      (iv) Provide a report that contains the analysis and recommendations based upon the results of the SQL tests ("SQL Test Analysis Report"), which will be made available to You through the Central Portal.
   i. Perform the following testing on the Destination Environment to analyze the impact of the Modification on the Workload (defined below):
      (i) Capture the database transaction execution timing, concurrent computations and transaction sequences ("Workload") in Your Source Environment for up to eight (8) hours;
      (ii) Copy the captured Workload from the Source Environment to the Destination Environment;
      (iii) Conduct two (2) tests of the Workload in the Destination Environment: (1) prior to implementing the Modification ("Workload Baseline"); and (2) after introducing the Modification ("Workload Results"); and
      (iv) Provide a report that contains the analysis and recommendations based upon the results of the Workload tests ("Workload Test Analysis Report"), which will be made available to You through the Central Portal.

j.   Conduct a closing meeting to review and discuss the contents of the SQL Test Analysis Report and the Workload Test Analysis Report.

B. Oracle Advanced Support Gateway

ACS Services may be delivered utilizing a gateway. A gateway is the computing platform, consisting of the Oracle Advanced Support Gateway software available on My Oracle Support ("MOS") and a physical or virtual hardware platform or an Oracle Public Cloud ("OPC") instance, which hosts Oracle's tools, for collecting, managing, updating and presenting information ("ACS Gateway"). Oracle's minimum hardware requirements for the ACS Gateway are available at http://www.oracle.com/us/support/library/advanced-support-gateway-host-reqs-1896462.pdf. Oracle will provide the necessary software and instructions to install the ACS Gateway or You may provide Oracle remote access to install the ACS Gateway on Your behalf. You will ensure the ACS Gateway (i) has sufficient rack and floor space, air conditioning, electrical power, Internet connectivity, and (ii) is correctly located within Your local-area network and wide-area network environments(s) (as agreed to with Oracle) and attached to Your network, to physically rack, stack and power-up. Once the ACS Gateway is installed, Oracle will deploy additional software on the ACS Gateway which will be used to deliver Your Services. If utilized, the ACS Gateway must be fully installed, connected and operational in order for You to receive the Services. Oracle retains all rights, title and interest to the Oracle supplied ACS Gateway. Oracle retains the right to update and/or replace the ACS Gateway at any time during the performance of the Services.

The Oracle Advanced Support Portal ("Central Portal") is a Web-based interface hosted by Oracle in an Oracle datacenter. It is used for configuring and maintaining the Configuration Management Database ("CMDB"), managing monitoring events, handling change requests and documenting Your requests. It is accessible by You and authorized Oracle Support engineers.

C. Additional Obligations and Project Assumptions

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

1. Your Obligations

    a. Complete the Questionnaire and identify the Modification to be tested within five (5) business days after the preliminary meeting.
    b. Provide a Destination Environment that is compatible with the Source Environment for performing the testing.
    c. Set up the Destination Environment for the Service described in this Description of Services.
    d. Replicate the Source Environment data into the Destination Environment in accordance with the project plan.
    e. Prior to the commencement of the Service, install patches as required by Oracle on both Your Source Environment and Destination Environment. The patches required for Your Source Environment and Destination Environment can be found at https://support.oracle.com, doc. ID 560977.1.

2. Project Assumptions

    a. An Oracle Technical Account Manager ("TAM") will be assigned to You as Your primary contact.
    b. All communication (oral, written and electronic) associated with the delivery of the Service is only provided in English.
    c. Oracle will provide the Services using Oracle tools and systems including tools for collecting, managing, updating, and presenting information.

d. The Service reports, findings and recommendations are available to You through the Central Portal.
e. Oracle shall limit Your access to functionality contained within the ACS Gateway in order to perform the Services.

Oracle Modernization and Upgrade Roadmap

Service Offering	Part #
Oracle Modernization and Upgrade Roadmap	N/A

A. Description of Services

1. Oracle will conduct a modernization review and provide an upgrade roadmap for adopting new technologies and features for the product(s) set forth in the OPE section of the Fixed Scope Services Exhibit by performing the following Services:

   a. Conduct a preliminary meeting and orientation to review the Services, and discuss Your business and technical requirements and planned architecture destination;
   b. Provide access to the Customer Portal (defined below) to access reports as part of the Service;
   c. Provide a modernization and upgrade roadmap review questionnaire (the "Questionnaire") to be completed by You;
   d. Review and analyze Your existing infrastructure, and planned infrastructure, if one exists (i.e., technical design specifications and OPE design architecture), and Your completed Questionnaire;
   e. Provide a report identifying upgrade options and an upgrade roadmap; and
   f. Conduct a final meeting to review the report.

B. Oracle Advanced Support Gateway

ACS Services may be delivered utilizing a gateway. A gateway is the computing platform, consisting of the Oracle Advanced Support Gateway software available on My Oracle Support ("MOS") and a physical or virtual hardware platform, which hosts Oracle's tools, for collecting, managing, updating and presenting information ("ACS Gateway"). Oracle's minimum hardware requirements for the ACS Gateway are available at http://www.oracle.com/us/support/library/advanced-support-gateway-host-reqs-1896462.pdf. Oracle will provide the necessary software and instructions to install the ACS Gateway or You may provide Oracle remote access to install the ACS Gateway on Your behalf. You will ensure the ACS Gateway (i) has sufficient rack and floor space, air conditioning, electrical power, Internet connectivity, and (ii) is correctly located within Your local-area network and wide-area network environments(s) (as agreed to with Oracle) and attached to Your network, to physically rack, stack and power-up. Once the ACS Gateway is installed, Oracle will deploy additional software on the ACS Gateway which will be used to deliver Your Services. If utilized, the ACS Gateway must be fully installed, connected and operational in order for You to receive the Services. Oracle retains all rights, title and interest to the Oracle supplied ACS Gateway. Oracle retains the right to update and/or replace the ACS Gateway at any time during the performance of the Services.

The Oracle Advanced Support Gateway Portal ("Customer Portal") is a Web-based interface hosted on the ACS Gateway behind Your firewall and is accessible by You and authorized Oracle Support engineers. It is used by You to interact with the ACS service(s) enabled on the ACS Gateway.

C. Additional Obligations and Project Assumptions

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

1. Your Obligations

   a. Promptly return the completed Questionnaire.

b. Provide copies of Your existing infrastructure (i.e., existing outline/blueprint, if one exists, technical design documents and OPE design architecture) for to the product(s) set forth in the OPE section of the Fixed Scope Services Exhibit.

c. Provide copies of Your planned infrastructure, (i.e., existing outline/blueprint, if one exists, technical design documents and OPE design architecture, if one exists).

d. Provide copies of Your existing upgrade planning information (i.e., OPE design architecture and upgrade plan) for the product(s) set forth in the OPE section of the Fixed Scope Services Exhibit.

2. <u>Project Assumptions</u>

a. You acknowledge and agree that Your prompt return of the completed Questionnaire is a prerequisite to Oracle's performance of the Services described herein. Any delays in the prompt return of the Questionnaire shall delay the performance of the Services.

b. An Oracle Technical Account Manager ("TAM") will be assigned to You as Your primary contact for the Services.

c. All communication (oral, written and electronic) associated with the delivery of the Service is only provided in English.

Oracle Patch Review and Installation

Service Offering	Part #
Oracle Patch Review and Installation	B68095
Oracle Patch Review and Installation for Systems	B68099
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

A. Description of Services

1. Oracle will review and analyze Your current patching configuration for the product(s) set forth in the OPE section of the Fixed Scope Services Exhibit by performing the following Services:

   a. Conduct a preliminary meeting and orientation;
   b. Install patch history and configuration data-collector tools;
   c. Provide and review patching recommendations based on data-collector tool results;
   d. Evaluate the recommended patches approved by You and identify the required merge patches to be installed;
   e. Assemble approved patches and merge patches into a patch bundle ("Patch Bundle");
   f. Perform one (1) of the following patching options:
      (i) Install the Patch Bundle on one (1) system that is substantially similar to the production OPE;
      (ii) Assist You with the installation of the Patch Bundle on one (1) test system that is substantially similar to the production OPE; or
      (iii) Install, at Your direction, the Patch Bundle on one (1) production OPE during a patching window.
   g. Conduct a final meeting to review the Oracle Patch Review and Installation Services.

2. Supplemental Resources

   If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist in the furtherance of the Oracle Patch Review and Installation services, up to the maximum number of days per resource role as set forth in Your order. A "day" is defined as one (1) resource working eight (8) hours per day. [1]

B. Project Assumptions

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

1. In the event that You request the patching option described in subsection A.1.f.2., Oracle's assistance will be deemed completed upon installation of the Patch Bundle.

2. In the event that You request the patching option described in subsection A.1.f.3., You will be responsible for all testing, all of Your software change control processes, and all rollback plans.

Oracle Performance Review and Recommendations

Service Offering	Part #
Oracle Performance Review & Recommendations	B65856
Oracle Performance Review & Recommendations Connected	B86728
Oracle Performance Review & Recommendations for Systems	B65861
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

A. Description of Services

1. Oracle will review the current configuration of the product(s) set forth in the OPE section of the Fixed Scope Services Exhibit to identify issues that may impact system performance by performing the following Services:

   a. Conduct a preliminary meeting and orientation;
   b. Identify data collection time period(s);
   c. Install configuration and performance data-collector tools;
   d. Collect data regarding configuration and performance;
   e. Perform analysis of the collected data;
   f. Provide a report identifying issues that may impact system performance and provide recommendations to address such issues; and
   g. Conduct a final meeting to review the report and recommendations.

2. Supplemental Resources

   If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist in the furtherance of the Oracle Performance Review and Recommendations services, up to the maximum number of days per resource role as set forth Your order. A "day" is defined as one (1) resource working eight (8) hours per day. [1]

Oracle Performance Tuning and Benchmarking Service

Service Offering	Part #
Oracle Performance Tuning and Benchmarking Service - Local/Remote Delivery	B75919
Oracle Performance Tuning and Benchmarking Service - Local Delivery	B77668

A. Description of Services

1. On a quarterly basis, Oracle will review the performance of one (1) of Your Oracle databases to identify issues that may impact the performance of Your Oracle database and conduct performance tuning and benchmarking activities, as defined below, for improving the performance of Your Oracle database (collectively, the "Service"). The Service is comprised of the following tasks:

    a. Conduct a preliminary meeting and orientation;
    b. Provide the Service questionnaire (the "Questionnaire") to be completed by You;
    c. Provide access to the Customer Portal (defined below) to access to the quarterly Assessments (defined below), reports and recommendations as part of the Service;
    d. On a quarterly basis, Oracle will perform the following:
        (i) Collect data regarding Your Oracle database configuration and database performance for up to seven (7) days;
        (ii) Analyze the collected data and Your answers to the Questionnaire (the "Assessment");
        (iii) Based upon the Assessment, Oracle will:
            (1) Provide a report that contains the analysis and recommendations to address performance issues that may affect the performance of the Oracle database (the "Assessment Report"), which will be made available to You through the Customer Portal;
            (2) Identify up to fifteen (15) performance metrics (e.g., CPU utilization, space usage, database memory structures) (collectively the "Metrics") to be monitored for deviations from the Threshold Values (as defined below);
            (3) Conduct a meeting with You to review the Assessment Report and the Metrics;
            (4) Identify the current level of performance of Your Oracle database on the Metrics (the "Performance Baseline") and identify the upper and lower boundary of the performance baseline (the "Threshold Values") for the Metrics;
            (5) Monitor the Metrics for deviations from the Threshold Values;
            (6) Provide a report that contains an analysis of the monitored Metrics, which will be made available to You through the Customer Portal; and
            (7) Provide up to three (3) days per quarter to perform tuning tasks based upon the recommendations from the Assessment Report, tune the Performance Baseline and/or tune other performance issues related to the performance of Your Oracle database.
    e. Conduct a final meeting to review the Service.

B. Oracle Advanced Support Gateway

ACS Services may be delivered utilizing a gateway. A gateway is the computing platform, consisting of the Oracle Advanced Support Gateway software available on My Oracle Support ("MOS") and a physical or virtual hardware platform or an Oracle Public Cloud ("OPC"), which hosts Oracle's tools, for collecting, managing, updating and presenting information ("ACS Gateway"). Oracle's minimum hardware requirements for the ACS Gateway are available at http://www.oracle.com/us/support/library/advanced-support-gateway-host-

reqs-1896462.pdf. Oracle will provide the necessary software and instructions to install the ACS Gateway or You may provide Oracle remote access to install the ACS Gateway on Your behalf. You will ensure the ACS Gateway (i) has sufficient rack and floor space, air conditioning, electrical power, Internet connectivity, and (ii) is correctly located within Your local-area network and wide-area network environments(s) (as agreed to with Oracle) and attached to Your network, to physically rack, stack and power-up. Once the ACS Gateway is installed, Oracle will deploy additional software on the ACS Gateway which will be used to deliver Your Services. If utilized, the ACS Gateway must be fully installed, connected and operational in order for You to receive the Services. Oracle retains all rights, title and interest to the Oracle supplied ACS Gateway. Oracle retains the right to update and/or replace the ACS Gateway at any time during the performance of the Services.

The Oracle Advanced Support Gateway Portal ("Customer Portal") is a Web-based interface hosted on the ACS Gateway behind Your firewall and is accessible by You and authorized Oracle Support engineers. It is used by You to interact with the ACS service(s) enabled on the ACS Gateway.

C. **Additional Obligations and Project Assumptions**

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

1. Your Obligations

    a. Complete the Questionnaire and identify the Oracle database on which the Service will be performed within five (5) business days after the preliminary meeting.
    b. Provide, on a quarterly basis, information about any planned updates to Your Oracle database (e.g., additional users, database configuration modifications, etc.) that will affect the identified performance metrics being monitored by Oracle.
    c. Prior to the commencement of tuning Services, You and Oracle will mutually agree upon the specific tuning activities to be performed.

2. Project Assumptions

    a. An Oracle Technical Account Manager ("TAM") will be assigned to You as Your primary contact.
    b. All communication (oral, written and electronic) associated with the delivery of the Service is only provided in English.
    c. The Assessments, reports and recommendations are available to You through the Customer Portal.
    d. Oracle will provide the Service using Oracle tools and systems including tools for collecting, managing, updating, and presenting information.
    e. Oracle shall limit Your access to functionality contained within the ACS Gateway in order to perform the Services.
    f. Tuning Assumptions
        (i)   The following activities are excluded from the Service:
            (1) Tuning of applications, middleware and/or third (3rd) party products; and
            (2) Testing of any tuning Services performed by Oracle.
        (ii) Oracle's performance of tuning Services is limited to three (3) days of Service per quarter (as measured from the ordering document effective date). Any portion of the person days that are not used prior to the applicable quarter will be automatically forfeited by You on such date, with no further action required of either party, and You shall not be entitled to any refund, or any credit toward additional or other Services, for any unused portion of the of the days of Services. You may purchase additional tuning Services under a separate order.

Oracle Platform Provisioning and Readiness Pack

Service Offering	Part #
Oracle Platform Provisioning and Readiness Pack	B82636
Oracle Platform Provisioning and Readiness Pack for Systems	B82639
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

A. Description of Services

Oracle will perform the services below to design, install and configure the Oracle Products set forth in the OPE section of Your Fixed Scope Services Exhibit (collectively, the "Services").

1. Core Pack Services

   The Oracle Platform Provisioning and Readiness Pack or the Oracle Platform Provisioning and Readiness Pack for Systems (whichever Pack appears on Your order) includes the following services, which are defined at a different location within this document and can be viewed using the corresponding links below:

   a. Oracle Supportability Planning and Design
   b. Oracle Standard System Installation (only one of the following shall apply to Your order)
      (i) Oracle Standard System Installation ("OSSI") Basic
      (ii) Oracle Standard System Installation ("OSSI") with Site Audit
      (iii) Oracle Standard System Installation ("OSSI") without Site Audit
   c. Oracle Standard Software Installation and Configuration

2. Optional Services

   One or more of the following services may have been added to Your order with the Oracle Platform Provisioning and Readiness Pack or the Oracle Platform Provisioning and Readiness Pack for Systems. If included in Your order, Oracle will provide the applicable services, which are defined at a different location within this document and can be viewed using the corresponding links below.

   a. Oracle Advanced Support Knowledge Workshop
   b. Oracle Preproduction Readiness Review
   c. Oracle Go-Live Support
   d. Oracle High Availability Review and Recommendations

3. Supplemental Resources

   If included in Your order, Oracle will provide additional resources either on-site or remotely, to assist in the furtherance of the Oracle Platform Provisioning and Readiness Pack, up to the maximum number of days per resource role as set forth in Your order. A "day" is defined as one (1) resource working eight (8) hours per day. [1]

4. Oracle Pack Governance

An Oracle Technical Account Manager ("TAM") will be assigned to You for the duration of the term. The TAM will serve as Your primary contact for the administration of the Services and shall provide the following governance services:

a. Conduct a preliminary meeting and orientation;
b. Prepare and maintain a Service delivery plan;
c. Prepare and provide Service delivery plan progress reports; and
d. Conduct a final meeting to provide a Service summary and review with You the documentation created during the delivery of Services.

Oracle Premier Support Qualification

Service Offering	Part #
Premier Support Qualification Service, Racks	B62596
Premier Support Qualification Service, Servers - Group I	B62536
Premier Support Qualification Service, Servers - Group II	B62578
Premier Support Qualification Service, Servers - Group III	B62579
Premier Support Qualification Service, Servers - Group IV	B62580
Premier Support Qualification Service, Servers - Group V	B62581
Premier Support Qualification Service, Servers - Group VI	B62582
Premier Support Qualification Service, Storage Disk - Group I	B62583
Premier Support Qualification Service, Storage Disk - Group II	B62584
Premier Support Qualification Service, Storage Disk - Group III	B62585
Premier Support Qualification Service, Storage Disk - Group IV	B62586
Premier Support Qualification Service, Storage Tape - Group I	B62587
Premier Support Qualification Service, Storage Tape - Group II	B62588
Premier Support Qualification Service, Storage Tape - Group III	B62589
Premier Support Qualification Service, Storage Tape - Group IV	B62590
Premier Support Qualification Service, Storage Tape - Group V	B62591
Premier Support Qualification Service, Storage Tape - Group VI	B62592
Premier Support Qualification Service, Switches - Group I	B62593
Premier Support Qualification Service, Switches - Group II	B62594
Premier Support Qualification Service, Switches - Group III	B62595
Premier Support Qualification Service, Switches - Group IV	B62669

A. Description of Services

1. Oracle will perform the following Services as defined in Your order, to assess the eligibility for Oracle Premier Support of the hardware system(s) ("OPSQ"), as identified in the OPE section of the Fixed Scope Services Exhibit.

   a. Prior to performing the review and inspection specified below, provide You with, and review with You, Your answers to the Oracle qualification Services questionnaire;
   b. Review the hardware system(s) utilizing Oracle diagnostic tool(s) to assess the configuration and revision levels;
   c. To determine eligibility for use, Oracle will inspect the hardware system(s) for:
      (i) Visible physical damage;
      (ii) Missing or altered hardware components; and
      (iii) Determine/identify if hardware components are purchased from and/or manufactured by Oracle or an Oracle authorized reseller.
   d. Run an Oracle diagnostic tool(s) to determine if Your Operating System software is operational;

e. Provide an assessment report which identifies issues and required repairs to the hardware systems(s) ("Parts Remediation Report") that must be resolved prior to being eligible to receive Oracle Premier Support Services for the hardware system(s) identified in the Parts Remediation Report. If, based on the assessment report, Oracle determines that there are no issues and no required repairs to the hardware system(s), Oracle will issue a qualification certificate as set forth as below;

f. The following terms shall apply to any such qualification certificate issued by Oracle, in its sole discretion:

(i) Any qualification certificate issued is valid for a period of one hundred twenty (120) days from the date of issuance ("certification validity period"). You may not order Oracle Premier Support Services using the qualification certificate after the expiration of the certification validity period. Within the certification validity period, You are eligible to order Oracle Premier Support Services, from Oracle Support Services, under a separate ordering document. If You wish to order Oracle Premier Support Services after the expiration of the certification validity period, You may order OPSQ under a separate ordering document;

(ii) Any qualification certificate issued will be automatically voided in the event of damage to the hardware system(s) (including, but not limited to: failure to maintain environmental conditions within the range specified by the manufacturer, accident, neglect, unauthorized use, unauthorized or improper maintenance, or misuse).

(iii) Any qualification certificate establishes solely that Your hardware system(s), set forth in the OPE section of the Fixed Scope Services Exhibit, is eligible for Oracle Premier Support Services, and such certification is not an implied or express warranty of any kind for the hardware system(s) set forth in the OPE section of the Fixed Scope Services Exhibit; and

(iv) Oracle reserves the right to identify, at any time, any hardware system(s) and/or component(s) not manufactured by or for Oracle and sold by Oracle (either directly or by an Oracle-authorized partner) ("third-party product"). In the event a third-party product is identified by Oracle, such third-party product is subject to the Third-Party Product section of the Oracle Hardware and Systems Support Policies. The current version of the Oracle Hardware and Systems Support Policies may be accessed at http://www.oracle.com/us/support/policies/index.html.

B. Additional Obligations and Project Assumptions

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

1. Your Obligations

   a. Respond to Oracle's standard qualification Services questionnaire prior to the commencement of OPSQ.
   b. Upon commencement of OPSQ, You will provide documentation of a valid license for Your Operating System software.

2. Project Assumptions

   a. You acknowledge and agree that Your payment of fees for OPSQ is not conditioned upon issuance of a qualification certificate.
   b. The scope and fees for Services under Your order do not include any tests for firmware or software other than those expressly stated in the description set forth in this OPSQ section. Any other software

will remain on the hardware system(s) unless You and Oracle agree in writing that such software will be removed.

    c.   Services associated with the procurement of parts, parts remediation, resolution of issues identified in the Parts Remediation Report and/or parts installation are outside the scope of the Services.

    d.   OPSQ does not include the removal of any software on the hardware systems identified in the OPE section of the Fixed Scope Services Exhibit.

    e.   You may purchase required parts, parts installation and/or any associated Services for parts remediation and under separate contract through Your Oracle Premier Support Services representative.

    f.   It is expressly agreed that the terms of this Description of Services and Your order supersede any terms included in the qualification certificate and that any terms included in the qualification certificate shall not apply to the Services.

C. Completion of Services

Upon completion of OPSQ, Oracle will provide You with written notice (e.g., a completion certificate). If You fail to provide written notice to Oracle that the Services specified in Section A.1. (Description of Services) above are not complete, within three (3) business days after the date of Oracle's written notice of completion, (the "review period"), then the Services shall be deemed completed at the end of the review period.

D. Fees and Expenses

You agree to pay Oracle the Fixed Fee for OPSQ as identified in the Services Ordered table of Your order. This Fixed Fee does not include expenses, if applicable, or taxes. Notwithstanding Section B. (Fees and Expenses) of the Fixed Scope Services Exhibit, once OPSQ is completed, or deemed completed, in accordance with Section C. (Completion of Services), the Fixed Fee becomes due and payable and Oracle shall thereafter invoice, and you shall pay, such Fixed Fee; this payment obligation shall become noncancelable and the sum paid nonrefundable upon completion of Services. Expenses will be invoiced monthly as they are incurred.

Oracle Preproduction Readiness Review

Service Offering	Part #
Oracle Preproduction Readiness Review	B68096
Oracle Preproduction Readiness Review for Systems	B72742
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

A. Description of Services

1. Oracle will review Your preproduction readiness plans and provide guidance and recommendations by performing the following Services:

    a. Conduct a preliminary meeting and orientation;
    b. Review Your service request ("SR") management process and provide recommendations on engaging Oracle Premier Support;
    c. Provide recommendations for Your existing Oracle Configuration Manager Setup ("OCM") instance to setup automatic and/or OCM-assisted SR logging;
    d. Review up to three (3) of Your internal plans to be selected from the following:
        (i) setup and configuration plan;
        (ii) migration plan;
        (iii) backup plan; and/or
        (iv) test plan.
    e. Generate a final report of preproduction readiness recommendations; and
    f. Conduct a final meeting to review the report.

2. Supplemental Resources

    If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist in the furtherance of the Oracle Preproduction Readiness Review services, up to the maximum number of days per resource role as set forth in Your order. A "day" is defined as one (1) resource working eight (8) hours per day. [1]

Oracle Production Diagnostic Review and Recommendations

Service Offering	Part #
Oracle Production Diagnostic Review & Recommendations	B65857
Oracle Production Diagnostic Review & Recommendations for Systems	B65862
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

A. Description of Services

1. Oracle will identify and analyze issues associated with stability, availability, configuration, and performance of the product(s) set forth in the OPE section of the Fixed Scope Services Exhibit by performing the following Services:

   a. Conduct a preliminary meeting and orientation;
   b. Collect information regarding operational symptoms;
   c. Establish a diagnostic review plan;
   d. Install configuration and environment data-collector tools;
   e. Collect configuration and environment data including patch levels, firmware levels, recorded errors, warnings and failures;
   f. Analyze collected data to determine suspected source of the symptom (e.g., configuration/patching, performance, availability and/or stability);
   g. Perform root-cause analysis of the source(s) of the applicable symptom(s);
   h. Provide a report identifying issues associated with stability, availability, configuration, and performance of the OPE and provide recommendations to address such issues; and
   i. Conduct a final meeting to review the report and recommendations.

2. Supplemental Resources

   If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist in the furtherance of the Oracle Production Diagnostic Review and Recommendations services, up to the maximum number of days per resource role as set forth in Your order. A "day" is defined as one (1) resource working eight (8) hours per day. [1]

Oracle Security Design and Hardening Pack

Service Offering	Part #
Oracle Security Design and Hardening Pack	B80786
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

A. Description of Services

Oracle will perform the services below to design, install and configure the Oracle Products set forth in the OPE section of Your Fixed Scope Services Exhibit (collectively, the "Services").

1. Core Pack Services

   The Oracle Security Design and Hardening Pack includes the following services, which are defined at a different location within this document and can be viewed using the corresponding links below:

   a. Oracle Supportability Planning and Design
   b. Oracle Standard Software Installation and Configuration

2. Supplemental Resources

   If included in Your order, Oracle will provide additional resources either on-site or remotely, to assist in the furtherance of the Oracle Security Design and Hardening Pack services, up to the maximum number of days per resource role as set forth in Your order. A "day" is defined as one (1) resource working eight (8) hours per day. [1]

3. Oracle Pack Governance

   An Oracle Technical Account Manager ("TAM") will be assigned to You for the duration of the term. The TAM will serve as Your primary contact for the administration of the Services and shall provide the following governance services:

   a. Conduct a preliminary meeting and orientation;
   b. Prepare and maintain a Service delivery plan;
   c. Prepare and provide Service delivery plan progress reports; and
   d. Conduct a final meeting to provide a Service summary and review with You the documentation created during the delivery of Services.

Oracle Security Review and Recommendations

Service Offering	Part #
Oracle Security Review and Recommendations	B80774
Oracle Security Review and Recommendations for Systems	B80776
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

A. **Description of Services**

1. Oracle will review and provide recommendations for Your database security configuration settings, operating system security configuration settings, if applicable, and database security practices for the product(s) set forth in the OPE section of the Fixed Scope Services Exhibit by performing the following Services:

   a. Conduct a preliminary meeting and orientation to review the Services and provide a security practices questionnaire to be completed by You;
   b. Assist you with the installation of security configuration collection tools and/or scripts if requested by You;
   c. Collect data regarding security configuration settings from the tools;
   d. Perform an analysis of the collected security configuration settings and questionnaire;
   e. Conduct a meeting to review the analysis with You;
   f. Provide a report identifying database and/or operating system security issues and provide security recommendations; and
   g. Conduct a final meeting to review the report and recommendations.

2. Supplemental Resources

   If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist in the furtherance of Oracle Security Review and Recommendations services, up to the maximum number of days per resource role as set forth in Your order. A "day" is defined as one (1) resource working eight (8) hours per day.[1]

B. **Additional Obligations**

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

1. Promptly complete and return the security practices questionnaire described within this Oracle Security Review and Recommendations Service.

2. Provide copies of existing security documents, audit files, reports and/or assessments relative to the product(s) set forth in the OPE section of the Fixed Scope Services Exhibit.

3. You are responsible for installing security configuration collection tools and/or scripts with guidance from Oracle.

4. You are responsible for implementing the recommendations provided as part of the Services unless the parties agree otherwise under a separate order.

Oracle Standard Software Installation and Configuration

Service Offering	Part #
Oracle Standard Software Installation & Configuration	B65858
Oracle Standard Software Installation & Configuration for Systems	B65863
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

A. Description of Services

1. Oracle will install and setup the product(s) set forth in the OPE section of the Fixed Scope Services Exhibit by performing the following Services:

   a. Conduct a preliminary meeting and orientation;
   b. Review Your completed build-sheet questionnaire and provide recommendations;
   c. Install and validate product installation;
   d. Review and install recommended patches, and perform any applicable post-installation setup modifications;
   e. Configure system based on the updated build-sheet questionnaire;
   f. Run configuration verification tests;
   g. Prepare and provide an installation summary report; and
   h. Conduct a final meeting to review the installation summary report and recommendations.

2. Supplemental Resources

   If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist in the furtherance of the Oracle Standard Software Installation and Configuration services, up to the maximum number of days per resource role as set forth in Your order. A "day" is defined as one (1) resource working eight (8) hours per day.[1]

B. Project Assumptions

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

1. Respond to the Oracle build-sheet questionnaire within a commercially reasonable amount of time after the preliminary meeting.

2. Services exclude the physical installation of Your hardware components, including switches and cabling; hardware installation Services are available for purchase separately.

Oracle Standard System De-Installation

Service Offering	Part #
De-Installation Service Fee, Servers - Group VI	B61481
De-Installation Service, Engineered Systems - Group I	B75447
De-Installation Service, Engineered Systems - Group II	B75448
De-Installation Service, Engineered Systems - Group III	B75449
De-Installation Service, Engineered Systems - Group IV	B75450
De-Installation Service, Engineered Systems - Group V	B75451
De-Installation Service, Engineered Systems - Group VI	B75452
De-Installation Service, Racks	B62019
De-Installation Service, Servers - Group I	B61476
De-Installation Service, Servers - Group II	B61477
De-Installation Service, Servers - Group III	B61478
De-Installation Service, Servers - Group IV	B61479
De-Installation Service, Servers - Group V	B61480
De-Installation Service, Storage Disk - Group I	B61482
De-Installation Service, Storage Disk - Group II	B62010
De-Installation Service, Storage Disk - Group III	B62011
De-Installation Service, Storage Disk - Group IV	B62012
De-Installation Service, Storage Tape - Group I	B62013
De-Installation Service, Storage Tape - Group II	B62014
De-Installation Service, Storage Tape - Group III	B62015
De-Installation Service, Storage Tape - Group IV	B62016
De-Installation Service, Storage Tape - Group V	B62017
De-Installation Service, Storage Tape - Group VI	B62018
De-Installation Service, Switches - Group I	B62020
De-Installation Service, Switches - Group II	B62021
De-Installation Service, Switches - Group III	B62022
De-Installation Service, Switches - Group IV	B62023

A. **Description of Services**

1. Oracle will perform the following de-installation services on the hardware system(s) identified in the OPE section of the Fixed Scope Services Exhibit (the "De-Installation Services"). The De-Installation Services include the following:

    a. Conduct a preliminary meeting;
    b. Inspect Your hardware system(s), in order to note the physical condition of the hardware system(s) and confirm the information You provided to Oracle regarding the hardware system(s);

c. Disconnect industry standard electrical/receptacle connectors power supply(ies), disconnect cable(s), remove doors (if required);

d. At Oracle's discretion, remove and/or secure moveable hardware components (such as tape drives and robotic interface modules);

e. Coordinate the disposal of any De-Installed hardware systems component(s) that is no longer required by You; and

f. Conduct a final meeting to review the De-Installation Services.

B. Additional Obligations and Project Assumptions

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

1. <u>Your Obligations</u>

a. Prior to the commencement of the De-Installation Services, You will:
   (i)   Perform any activity required by Oracle to facilitate de-installing the hardware system(s);
   (ii) Perform back-up or archival reproductions of all software and data contained on all hardware system(s), and within any of Your systems or equipment that may be affected by the Services;
   (iii) Inform Oracle of any storage, server, system, application, equipment or environment modifications that may affect Oracle's performance of the Services;
   (iv) Ensure all data is erased from any hardware system(s) that will be disposed; and
   (v)   Ensure that the systems are disconnected from Your power supply.

b. De-Install any hardware system(s) that is not identified in the OPE section of the Fixed Scope Services Exhibit.

c. Ensure the physical environment where the Services are to be performed is appropriately modified (e.g., disabling fire alarms and suspending use of oxygen depletion systems) so as to allow Oracle to safely perform the Services.

d. Ensure that the hardware system(s) to be De-Installed is not connected to, or accessing, hardware system(s) that will not be De-Installed.

2. <u>Project Assumptions</u>

a. Services will be scheduled for a mutually agreeable date and time during standard business hours at the location where the Services are to be performed.

b. Oracle reserves the right to use third-party subcontractors to perform Services hereunder.

c. Oracle will not disconnect any electrical power supplies, or perform any other electrical work that, in Oracle's sole opinion, should be performed by a licensed electrician.

d. Oracle is not responsible for erasing data from any hardware systems that will be disposed.

e. The following activities are not within the scope of Services of this order:
   (i)   De-installation of any disk, disk drives, or tape media;
   (ii) Removal and disposal of any packing materials;
   (iii) Pack and/or unpack hardware system(s);
   (iv) De-Installation of any hardware system(s) not identified in the OPE section of the Fixed Scope Services Exhibit; and
   (v)   Any Services not specifically identified within this scope of Services.

Oracle Standard System Installation ("OSSI") Basic

Service Offering	Part #
Oracle Standard System Installation Service, Basic: Storage Disk - Group I	B61473
Oracle Standard System Installation Service, Basic: Storage Tape - Group I	B61977
Oracle Standard System Installation Service, Basic: Storage Tape - Group II	B61980
Oracle Standard System Installation Service, Basic: Switches - Group I	B61998
Oracle Standard System Installation Service, Basic: Switches - Group V (multirack cabling)	B83848
Oracle Standard System Installation Service, Basic: Switches - Group VI (multirack planning)	B83849
Oracle Standard System Installation Service, Basic: Upgrade - Group I	B63937
Oracle Standard System Installation Service, Basic: Upgrade - Group II	B63938
Oracle Standard System Installation Service, Basic: Upgrade - Group III	B63939
Oracle Standard System Installation Service, Basic: Upgrade - Group IV	B63940
Oracle Standard System Installation Service, Basic: Upgrade - Group IX	B63945
Oracle Standard System Installation Service, Basic: Upgrade - Group V	B63941
Oracle Standard System Installation Service, Basic: Upgrade - Group VI	B63942
Oracle Standard System Installation Service, Basic: Upgrade - Group VII	B63943
Oracle Standard System Installation Service, Basic: Upgrade - Group VIII	B63944
Oracle Standard System Installation Service, Racks - Basic	B61995
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

A. **Description of Services**

1. Oracle will install and configure Your hardware system(s) identified in the OPE section of the Fixed Scope Services Exhibit ("the Systems"), at Your location defined in the exhibit. The Services will be performed in the following three (3) phases:

   a. Installation Configuration Planning Phase
   Oracle will perform the following Services:

      (i) Review Your time frame options and plans for installation and configuration (collectively, "Requirements") with You for the Systems installation and configuration; and
      (ii) Confirm with You the availability of suitable engineer access, system space, network readiness and power requirements before commencement of the installation and configuration of the Systems.

   b. Installation and Configuration Phase
   Oracle will perform the following Services:

      (i) Review the packing list and compare it to the Systems identified in the OPE section of the Fixed Scope Services Exhibit;
      (ii) Unpack Systems and gather up any discarded packaging for disposal;
      (iii) Conduct a physical review of the Systems for visible damage and notify You of any damage;
      (iv) Install the Systems, including internal and external components;

      (v)   Provide Systems cable labeling;

      (vi)   Connect industry standard electrical/receptacle connectors power supply(ies);

      (vii) Oracle may, at Oracle's discretion, connect the Systems to Your servers, storage Systems and/or network switches, subject to the following conditions:

            (1) All required Oracle approved cables must be provided by You prior to the time that Oracle is prepared to power up the installed Systems;

            (2) All Systems requiring cable connection are located within a reasonable proximity, as determined by Oracle, of the Systems to be connected;

            (3) Cables are installed where no potential safety hazards exist;

            (4) Cables are not installed higher than the top of Your Oracle rack unless otherwise approved in writing by Oracle; and

            (5) Under-floor cables will only be installed in a raised-floor environment.

      (viii) Power up the Systems;

      (ix)   Configure the Systems in accordance with Your Requirements;

      (x)   Oracle may, at Oracle's discretion, apply the applicable firmware updates and operating system patches to the Systems identified in the OPE section of the Fixed Scope Services Exhibit; and

      (xi)   Oracle may, at Oracle's discretion, configure Oracle Auto Service Request for Sun Systems Manager ("OASR") on the Systems.

  c. Operational Handover Phase
     Oracle will provide You with the following reference documentation ("Reference Documentation"):

      (i)   The end user technical manuals, made available by Oracle, for the Systems; and

      (ii)   User passwords to the Systems.

2. Supplemental Resources

If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist in the furtherance of the Oracle Standard System Installation Basic services, up to the maximum number of days per resource role as set forth in Your order. A "day" is defined as one (1) resource working eight (8) hours per day. [1]

B. Additional Obligations and Project Assumptions

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

1. Your Obligations

  a. Provide Oracle with Your proposed Requirements at least one week prior to the commencement of Services.

  b. Prior to the Installation and Configuration Phase, ensure that the Systems are connected and grounded to Your power supply, in accordance with industry standards, using industry standard electrical/receptacle connectors power supply(ies) as required by Oracle.

  c. Ensure the physical environment where the Services are to be performed is appropriately modified (e.g., disabling fire alarms and suspending use of oxygen depletion Systems) so as to allow Oracle to safely perform the Services.

  d. At Oracle's request, properly install an operational OASR on the Systems.

  e. At Oracle's request, provide to Oracle Your in-house cable labeling guide for the Systems.

2. <u>Project Assumptions</u>

   a. The scope of, and fees for, Services herein are for Services performed at Your location specified in the exhibit.
   b. Requests to perform Services for additional locations shall be addressed in accordance with Oracle's change control process.
   c. Services will be scheduled for a mutually agreeable date and time at the location where the Services are to be performed.
   d. You acknowledge and agree that the performance Services is contingent upon the Systems being undamaged and include all the relevant system components. In the event Oracle is unable to perform the Services because the Systems are damaged or components are missing, the parties will mutually agree to reschedule the Services.
   e. Oracle will determine, in Oracle's sole discretion, which firmware updates and/or operating system patches will be used to address the Requirements for the Systems.
   f. Various types of cables such as fiber, serial, SCSI, Ethernet, InfiniBand may be used, at Oracle's sole discretion, while installing the Systems.
   g. 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.
   h. The following activities are not within the scope of Services of this order:
      (i)   Site planning;
      (ii)   Environmental or electrical site planning;
      (iii)   Install cables that must, in Oracle's sole discretion, pass through ceilings or walls;
      (iv)   Perform any building construction work of any kind;
      (v)   Technical support for the Systems;
      (vi)   Updates or upgrades to the Systems; and
      (vii) Any Services not specifically identified in this scope of Services.

Oracle Standard System Installation ("OSSI") with Site Audit

Service Offering	Part #
Oracle Standard System Installation Service, Site Audit: Engineered Systems - Group I	B74193
Oracle Standard System Installation Service, Site Audit: Engineered Systems - Group II	B74194
Oracle Standard System Installation Service, Site Audit: Engineered Systems - Group III	B74195
Oracle Standard System Installation Service, Site Audit: Engineered Systems - Group IV	B74196
Oracle Standard System Installation Service, Site Audit: Engineered Systems - Group V	B74197
Oracle Standard System Installation Service, Site Audit: Engineered Systems - Group VI	B74198
Oracle Standard System Installation Service, Site Audit: Servers - Group II	B61304
Oracle Standard System Installation Service, Site Audit: Servers - Group III	B61307
Oracle Standard System Installation Service, Site Audit: Servers - Group IV	B61310
Oracle Standard System Installation Service, Site Audit: Servers - Group V	B61313
Oracle Standard System Installation Service, Site Audit: Servers - Group VI	B61470
Oracle Standard System Installation Service, Site Audit: Storage Disk - Group IV	B61974
Oracle Standard System Installation Service, Site Audit: Storage Tape - Group V	B61989
Oracle Standard System Installation Service, Site Audit: Storage Tape - Group VI	B61992
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

A. Description of Services

1. Oracle will install and configure Your hardware system(s) identified in the OPE section of the Fixed Scope Services Exhibit ("the Systems"), at Your location defined in the exhibit. The Services will be performed in the following five (5) phases:

    a. Site Survey Phase
        Oracle will perform the following Services:

        (i) Conduct, with Your assistance, a site audit(s) to assess the conditions for installing the system(s), including assessment of the following:
            (1) Suitability of access routes to the installation location, such as doors, elevators, floor strengths and ramps;
            (2) Stability of the floor at Your installation location;
            (3) Availability of electrical power required to run and maintain the Systems;
            (4) Environmental conditions at Your installation location, such as temperature control, humidity, cleanliness; and
            (5) Any other conditions related to the installation of the Systems that Oracle deems necessary to assess.
        (ii) Create a site audit report ("Site Audit Report"), which will include recommendations and requirements related to the installation of the Systems.
    b. Installation Configuration Planning Phase
        Oracle will perform the following Services:

(i)   Review Your time frame options and plans for installation and configuration (collectively, "Requirements") with You for the Systems installation and configuration;

(ii) Prepare an installation and configuration plan ("Installation and Configuration Plan") that will document Your final Requirements to will be addressed in the Systems installation and configuration phase; and

(iii) Confirm with You the availability of suitable engineer access, system space, network readiness and power requirements before commencement of the installation and configuration of the Systems.

c.   Installation and Configuration Phase
Oracle will perform the following Services in accordance with the Installation and Configuration Plan:

(i)   Review the packing list and compare it to the Systems identified in the OPE section of the Fixed Scope Services Exhibit;

(ii)   Unpack Systems and gather up any discarded packaging for disposal;

(iii) Conduct a physical review of the Systems for visible damage and notify You of any damage;

(iv)   Install the Systems, including internal and external components;

(v)   Provide Systems cable labeling;

(vi)   Connect industry standard electrical/receptacle connectors power supply(ies);

(vii) Oracle may, at Oracle's discretion, connect the Systems to Your servers, storage Systems and/or network switches, subject to the following conditions:

(1) All required Oracle approved cables must be provided by You prior to the time that Oracle is prepared to power up the installed Systems;

(2) All Systems requiring cable connection are located within a reasonable proximity, as determined by Oracle, of the Systems to be connected;

(3) Cables are installed where no potential safety hazards exist;

(4) Cables are not installed higher than the top of Your Oracle rack unless otherwise approved in writing by Oracle; and

(5) Under-floor cables will only be installed in a raised-floor environment.

(viii) Power up the Systems;

(ix)   Configure the Systems in accordance with the Installation and Configuration Plan;

(x)   Oracle may, at Oracle's discretion, apply the applicable firmware updates and operating system patches to the Systems identified in the OPE section of the Fixed Scope Services Exhibit; and

(xi)   Oracle may, at Oracle's discretion, configure Oracle Auto Service Request for Sun Systems ("OASR") on the Systems.

d.   Systems Testing Phase
Oracle will perform the following Services:

(i)   Create a test procedures plan document ("Test Procedures Plan Document") that identifies the tests to be performed on the Systems, describes the applicable testing procedures, and expected results;

(ii)   Perform the tests and record the results as identified in the Test Procedures Plan Document; and

(iii) Oracle may, at Oracle's discretion, run Oracle Explorer Data Collector on Solaris installed servers to capture the final system(s) configuration and/or patching information.

e. Operational Handover Phase
Oracle will provide You with the following reference documentation ("Reference Documentation"):

(i) The end user technical manuals, made available by Oracle, for the Systems; and

(ii) User passwords to the Systems.

2. Supplemental Resources

If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist in the furtherance of the Oracle Standard System Installation with Site Audit services, up to the maximum number of days per resource role as set forth in Your order. A "day" is defined as one (1) resource working eight (8) hours per day. [1]

B. Additional Obligations and Project Assumptions

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

1. Your Obligations

a. Provide Oracle with Your proposed Requirements at least one week prior to the commencement of Services.
b. Prior to the Installation and Configuration Phase, You will:
(i) Ensure that You perform any activity required by the Site Audit Report;
(ii) Ensure that the Systems are connected and grounded to Your power supply, in accordance with industry standards, using industry standard electrical/receptacle connectors power supply(ies) as required by Oracle; and
(iii) Provide Oracle with any configuration information necessary for Oracle to prepare the Installation and Configuration Plan. This includes without limitation, information about system naming, operating system installation, network connectivity and configuration, boot disk layout and possible mirroring.
c. Ensure the physical environment where the Services are to be performed is appropriately modified (e.g., disabling fire alarms and suspending use of oxygen depletion Systems) so as to allow Oracle to safely perform the Services.
d. At Oracle's request, properly install an operational OASR on the Systems.
e. Provide appropriate and approved inter-connection cabling necessary for Oracle to perform the Services.
f. At Oracle's request, provide to Oracle Your in-house cable labeling guide for the Systems.

2. Project Assumptions

a. The scope of, and fees for, Services herein are for Services performed at Your location specified in the exhibit.
b. Requests to perform Services for additional locations shall be addressed in accordance with Oracle's change control process.
c. Services will be scheduled for a mutually agreeable date and time at the location where the Services are to be performed.
d. You acknowledge and agree that the performance Services is contingent upon the Systems being undamaged and include all the relevant system components. In the event Oracle is unable to perform the Services because the Systems are damaged or components are missing, the parties will mutually agree to reschedule the Services.

e. Oracle will determine, in Oracle's sole discretion, which firmware updates and/or operating system patches will be used to address the Requirements for the Systems.

f. Various types of cables such as fiber, serial, SCSI, Ethernet, InfiniBand may be used, at Oracle's sole discretion, while installing the Systems.

g. 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.

h. The following activities are not within the scope of Services of this order:

(i) Site planning;

(ii) Environmental or electrical site planning;

(iii) Install cables that must, in Oracle's sole discretion, pass through ceilings or walls;

(iv) Perform any building construction work of any kind;

(v) Technical support for the Systems;

(vi) Updates or upgrades to the Systems; and

(vii) Any Services not specifically identified within this scope of Services.

Oracle Standard System Installation ("OSSI") without Site Audit

Service Offering	Part #
Oracle Standard System Installation Service, Without Site Audit: Servers - Group I	B61301
Oracle Standard System Installation Service, Without Site Audit: Storage Disk - Group II	B61968
Oracle Standard System Installation Service, Without Site Audit: Storage Disk - Group III	B61971
Oracle Standard System Installation Service, Without Site Audit: Storage Tape - Group III	B61983
Oracle Standard System Installation Service, Without Site Audit: Storage Tape - Group IV	B61986
Oracle Standard System Installation Service, Without Site Audit: Switches - Group II	B62001
Oracle Standard System Installation Service, Without Site Audit: Switches - Group III	B62004
Oracle Standard System Installation Service, Without Site Audit: Switches - Group IV	B62007
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

A. Description of Services

1. Oracle will install and configure Your hardware system(s) identified in the OPE section of the Fixed Scope Services Exhibit ("the Systems"), at Your location defined in the exhibit. The Services will be performed in the following four (4) phases:

   a. Installation Configuration Planning Phase
      Oracle will perform the following Services:

      (i) Review Your time frame options and plans for installation and configuration (collectively, "Requirements") with You for the Systems installation and configuration;

      (ii) Prepare an installation and configuration plan ("Installation and Configuration Plan") that will document Your final Requirements to be addressed in the Systems installation and configuration phase; and

      (iii) Confirm with You the availability of suitable engineer access, system space, network readiness and power requirements before commencement of the installation and configuration of the Systems.

   b. Installation and Configuration Phase
      Oracle will perform the following Services in accordance with the Installation and Configuration Plan:

      (i) Review the packing list and compare it to the Systems identified in the OPE section of the Fixed Scope Services Exhibit;

      (ii) Unpack Systems and gather up any discarded packaging for disposal;

      (iii) Conduct a physical review of the Systems for visible damage and notify You of any damage;

      (iv) Install the Systems, including internal and external components;

      (v) Provide Systems cable labeling;

      (vi) Connect industry standard electrical/receptacle connectors power supply(ies);

      (vii) Oracle may, at Oracle's discretion, connect the Systems to Your servers, storage Systems and/or network switches, subject to the following conditions:
         (1) All required Oracle approved cables must be provided by You prior to the time that Oracle is prepared to power up the installed Systems;

(2) All Systems requiring cable connection are located within a reasonable proximity, as determined by Oracle, of the Systems to be connected;

(3) Cables are installed where no potential safety hazards exist;

(4) Cables are not installed higher than the top of Your Oracle rack unless otherwise approved in writing by Oracle; and

(5) Under-floor cables will only be installed in a raised-floor environment.

(viii) Power up the Systems;

(ix) Configure the Systems in accordance with the Installation and Configuration Plan;

(x) Oracle may, at Oracle's discretion, apply the applicable firmware updates and operating system patches to the Systems identified in the OPE section of the Fixed Scope Services Exhibit; and

(xi) Oracle may, at Oracle's discretion, configure Oracle Auto Service Request for Sun Systems ("OASR") on the Systems.

c. Systems Testing Phase
Oracle will perform the following Services:

(i) Create a test procedures plan document ("Test Procedures Plan Document") that identifies the tests to be performed on the Systems, describes the applicable testing procedures, and expected results;

(ii) Perform the tests and record the results as identified in the Test Procedures Plan Document; and

(iii) Oracle may, at Oracle's discretion, run Oracle Explorer Data Collector on Solaris installed servers to capture the final system(s) configuration and/or patching information.

d. Operational Handover Phase
Oracle will provide You with the following reference documentation ("Reference Documentation"):

(i) The end user technical manuals, made available by Oracle, for the Systems; and

(ii) User passwords to the Systems.

2. Supplemental Resources

If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist in the furtherance of the Oracle Standard System Installation without Site Audit services, up to the maximum number of days per resource role as set forth in Your order. A "day" is defined as one (1) resource working eight (8) hours per day. [1]

B. **Additional Obligations and Project Assumptions**

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

1. Your Obligations

a. Provide Oracle with Your proposed Requirements at least one week prior to the commencement of Services.

b. Prior to the Installation and Configuration Phase, You will:

(i) Ensure that the Systems are connected and grounded to Your power supply, in accordance with industry standards, using industry standard electrical/receptacle connectors power supply(ies) as required by Oracle; and

(ii) Provide Oracle with any configuration information necessary for Oracle to prepare the Installation and Configuration Plan. This includes without limitation, information about system naming, operating system installation, network connectivity and configuration, boot disk layout and possible mirroring.

c. Ensure the physical environment where the Services are to be performed is appropriately modified (e.g., disabling fire alarms and suspending use of oxygen depletion Systems) so as to allow Oracle to safely perform the Services.

d. At Oracle's request, properly install an operational OASR on the Systems.

e. Provide appropriate and approved inter-connection cabling necessary for Oracle to perform the Services.

f. At Oracle's request, provide to Oracle Your in-house cable labeling guide for the Systems.

2. Project Assumptions

a. The scope of, and fees for, Services herein are for Services performed at Your location specified in the exhibit.

b. Requests to perform Services for additional locations shall be addressed in accordance with Oracle's change control process.

c. Services will be scheduled for a mutually agreeable date and time at the location where the Services are to be performed.

d. You acknowledge and agree that the performance Services is contingent upon the Systems being undamaged and include all the relevant system components. In the event Oracle is unable to perform the Services because the Systems are damaged or components are missing, the parties will mutually agree to reschedule the Services.

e. Oracle will determine, in Oracle's sole discretion, which firmware updates and/or operating system patches will be used to address the Requirements for the Systems.

f. Various types of cables such as fiber, serial, SCSI, Ethernet, InfiniBand may be used, at Oracle's sole discretion, while installing the Systems.

g. 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.

h. The following activities are not within the scope of Services of this order:
   (i) Site planning;
   (ii) Environmental or electrical site planning;
   (iii) Install cables that must, in Oracle's sole discretion, pass through ceilings or walls;
   (iv) Perform any building construction work of any kind;
   (v) Technical support for the Systems;
   (vi) Updates or upgrades to the Systems; and
   (vii) Any Services not specifically identified within this scope of Services.

Oracle Supportability Planning and Design

Service Offering	Part #
Oracle Supportability Planning and Design	B80775
Oracle Supportability Planning and Design for Systems	B80777
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

A. Description of Services

1. Oracle will identify, review and provide design requirements and recommendations for the product(s) set forth in the OPE section of the Fixed Scope Services Exhibit by performing the following Services:

   a. Conduct a preliminary meeting and orientation to review the Services and provide a configuration requirements questionnaire ("Questionnaire") to be completed by You;
   b. Install and run configuration information collection tools, if applicable;
   c. Collect configuration information from the tools;
   d. Review and analyze the collected configuration information and Your completed configuration requirements questionnaire;
   e. Identify design requirements;
   f. Conduct a meeting to review the analysis with You and confirm the design requirements;
   g. Provide design documents that sets forth the processes, procedures and recommendations for how to install, configure and test the products set forth in the OPE section of the Fixed Scope Services Exhibit; and
   h. Conduct a final meeting to review the design document(s) and recommendations.

2. *Supplemental Resources*

   If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist in the furtherance of Oracle Supportability Planning and Design services, up to the maximum number of days per resource role as set forth in Your order. A "day" is defined as one (1) resource working eight (8) hours per day.[1]

B. Additional Obligations

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

1. Promptly complete and return the Questionnaire described within this Oracle Supportability Planning and Design Service.

2. Provide copies of existing architecture design documents, audit files, reports and/or assessments relative to the product(s) set forth in the OPE section of the Fixed Scope Services Exhibit.

Oracle Upgrade Assurance for Oracle Database

Service Offering	Part #
Oracle Upgrade Assurance for Oracle Database	N/A

A. Description of Services

1. Oracle will test the performance impact of one (1) Oracle database upgrade (the "Upgrade") on Your current Oracle production database identified in the OPE section of the Fixed Scope Services Exhibit, using a test production database which is configured identically as Your current Oracle production database by performing the following Services:

   a. Upgrade Planning
      (i) Conduct a preliminary meeting and orientation to review the Services and Your business and technical requirements associated with the Services;
      (ii) Provide access to the Customer Portal (defined below) for the duration of the Services to provide access to reports and recommendations as part of the Services;
      (iii) Provide an upgrade planning review questionnaire (the "Questionnaire") to be completed by You;
      (iv) Collect Oracle production database data to include server and database configuration data and patching history for the production database identified in the OPE;
      (v) Conduct a readiness planning workshop to review options for upgrading and select the applicable upgrade approach; and
      (vi) Review Your completed Questionnaire.

   b. Impact Analysis
      Oracle will provide an analysis of potential effects of an upgrade on Your current Oracle production database identified in the OPE section of the Fixed Scope Services Exhibit by performing the following Services:

      (i) Collect current baseline data regarding Your Oracle production database, including database performance, Structured Query Language ("SQL") performance, and configuration data;
      (ii) Collect test database data, including server and test database configuration and patching data;
      (iii) Review configuration data, patch data, including evaluation and identification of additional critical patches and patch set updates ("PSU");
      (iv) Provide an upgrade planning report which identifies the steps Oracle will follow to execute testing plans; and
      (v) Conduct a meeting to review the report.

   c. Upgrade Testing
      Oracle will conduct an upgrade on a test Oracle production database which is configured identically to Your current Oracle production database identified in the OPE section of the Fixed Scope Services Exhibit by performing the following Services:

      (i) Capture SQL execution plans and statistics from Your current Oracle production database;
      (ii) Capture workload from Your current Oracle production database;
      (iii) Upgrade Your test Oracle production database to the most current, generally available Oracle database release;
      (iv) Replay captured workload in the upgraded test Oracle production database;

       (v)   Identify potential issues, evaluate and determine any required changes to Your upgrade plan to address those issues;

       (vi)   Prepare an interim report identifying issues that may impact the upgrade and provide upgrade recommendations; and

       (vii) Conduct a meeting to review the report.

   d.   **Upgrade Analysis Report**

Oracle will provide a detailed report comparing results of pre- and post-replay Oracle production database performance.

       (i)   The report will include:

           (1)   An upgrade scorecard, highlighting transaction errors (if any), data divergence, capture/replay execution time, and performance of key business transactions;

           (2)   Details regarding the Oracle Database performance and SQL performance; and

           (3)   A recommendation to proceed with the Oracle production database upgrade or perform additional testing.

       (ii)   Conduct a final meeting to review the report.

   e.   **Production Upgrade**

If Your order includes a production upgrade, Oracle will deploy an upgrade of Your current Oracle production database identified in the OPE by performing the following Services:

       (i)   Upgrade Your current Oracle production database to the most current, generally available Oracle database release;

       (ii)   Test and tune Your current Oracle production database using test plans provided by You;

       (iii) Create and provide a report of issues identified during the upgrade, if any, and provide recommendations to address such issues; and

       (iv) Conduct a final meeting to review the report.

B. Oracle Advanced Support Gateway

ACS Services may be delivered utilizing a gateway. A gateway is the computing platform, consisting of the Oracle Advanced Support Gateway software available on [My Oracle Support](#) ("MOS") and a physical or virtual hardware platform, which hosts Oracle's tools or an Oracle Public Cloud ("OPC"), for collecting, managing, updating and presenting information ("ACS Gateway"). Oracle's minimum hardware requirements for the ACS Gateway are available at http://www.oracle.com/us/support/library/advanced-support-gateway-host-reqs-1896462.pdf. Oracle will provide the necessary software and instructions to install the ACS Gateway or You may provide Oracle remote access to install the ACS Gateway on Your behalf. You will ensure the ACS Gateway (i) has sufficient rack and floor space, air conditioning, electrical power, Internet connectivity, and (ii) is correctly located within Your local-area network and wide-area network environments(s) (as agreed to with Oracle) and attached to Your network, to physically rack, stack and power-up. Once the ACS Gateway is installed, Oracle will deploy additional software on the ACS Gateway which will be used to deliver Your Services. If utilized, the ACS Gateway must be fully installed, connected and operational in order for You to receive the Services. Oracle retains all rights, title and interest to the Oracle supplied ACS Gateway. Oracle retains the right to update and/or replace the ACS Gateway at any time during the performance of the Services.

The Oracle Advanced Support Gateway Portal ("Customer Portal") is a Web-based interface hosted on the ACS Gateway, behind Your firewall and is accessible by You and authorized Oracle Support engineers. It is used by You to interact with the ACS service(s) enabled on the ACS Gateway.

C. Additional Obligations and Project Assumptions

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

1. Your Obligations

    a. Upgrade Planning
        (i) Promptly return the completed Questionnaire;
        (ii) Assist in collecting Oracle production database data to include: server and database configuration data, and patching history;
        (iii) Provide an outline of Your existing infrastructure; and/or provide access to Your current Oracle production database for Oracle Configuration Manager ("OCM") to collect data; and
        (iv) Provide copies of Your current Oracle production database information (i.e., configuration, and patching technical design documents, and upgrade plan, if available).
    b. Impact Analysis
        (i) Provide access to a test Oracle database that is configured identically to Your current Oracle production database; and
        (ii) Provide access and logistics to Your production Oracle database as required.
    c. Upgrade Testing
        (i) Provide access and logistics to Your current Oracle production database as required;
        (ii) Provide access to a test Oracle database that is configured identically to Your current Oracle production database;
        (iii) Backup the pre-upgrade Oracle production database;
        (iv) Resolve all issues identified during testing; and
        (v) Backup the upgraded test Oracle production database.

2. Project Assumptions

    a. You acknowledge and agree that Your prompt return of the completed Questionnaire is a prerequisite to Oracle's performance of the Services described herein. Any delays in the prompt return of the Questionnaire shall delay the performance of the Services.
    b. An Oracle Technical Account Manager ("TAM") will be assigned to You, as Your primary contact for the Services, throughout the duration of the Services.
    c. All communication (verbal, written and electronic) associated with the delivery of the Services is in English only.
    d. The Services set for above are only available for Oracle Database versions 10.2.0.5, 11.1.0.7, and 11.2.0.2. and above.
    e. Oracle will provide the Services using Oracle tools and systems including tools for collecting, managing, updating, and presenting information.
    f. Oracle shall limit Your access to functionality contained within the ACS Gateway in order to perform the Services.
    g. Out of Scope
       The following activities are not within the scope of Services of this order:

        (i) Review and analysis of any third party products included as part of Your upgrade;
        (ii) Operating system configuration;
        (iii) Gap analysis and/or analysis of new and changed features made available because of the upgrade;

(iv)   Installation and/or implementation of new features made available because of the upgrade; and

(v)   Review and analysis of change(s), enhancement(s), modification(s), localization(s), and integration(s) ("CEMLI").

Oracle Upgrade Support for Oracle Database

Service Offering	Part #
Oracle Upgrade Support for Oracle Database	N/A

A. Description of Services

1. Oracle will upgrade Your existing Oracle Database environment set forth in the OPE section of the Fixed Scope Services Exhibit to the most current, generally available Oracle Database by performing the following Services:

    a. Upgrade Planning
    Conduct a preliminary meeting and orientation to review the Services and Your business and technical requirements;

    (i)   Provide an upgrade planning review questionnaire (the "Questionnaire") to be completed by You;
    (ii)   Collect Oracle Database environment data to include server and database configuration data and patching history;
    (iii) Conduct a readiness planning workshop to review options for upgrading and select the upgrade approach;
    (iv)   Review and analyze Your upgrade planning information (i.e., configuration, and patching technical design specifications and upgrade plan, if available), and Your completed Questionnaire;
    (v)   Provide an upgrade planning report which identifies upgrade test plans (i.e., functional, performance, unit) and issues, details the various upgrade options, and provides upgrade and downgrade recommendations; and
    (vi)   Conduct a meeting to review the report.

    b. Impact Analysis
    Oracle will provide a review and analysis of potential effects of an upgrade on Your existing Oracle Database environment set forth in the OPE section of the Fixed Scope Services Exhibit by performing the following Services:

    (i)   Collect current data regarding Your production environment, including database performance and configuration data;
    (ii)   Collect target environment data, including server and target database configuration and patching data;
    (iii) Review configuration data, patch data, including evaluation and identification of additional critical patches and critical patch updates ("CPU");
    (iv)   Identify potential issues, evaluate and determine any required changes to Your upgrade plan to address those issues;
    (v)   Prepare a report identifying issues that may impact the upgrade and provide upgrade recommendations; and
    (vi)   Conduct a meeting to review the report.

    c. Test Upgrade Deployment

Oracle will conduct an upgrade in a test Oracle Database environment which mirrors Your existing Oracle Database environment set forth in the OPE section of the Fixed Scope Services Exhibit by performing the following Services:

(i)   Capture Structured Query Language ("SQL") execution plans and statistics from Your current production database;

(ii) Upgrade Your test Oracle Database to the most current, generally available Oracle Database release;

(iii) Assist You to conduct post upgrade testing utilizing Your test Oracle Database instance and plans;

(iv) Conduct performance tuning on Your test Oracle Database instance;

(v)   Provide a report of issues identified during the upgrade, if any, and provide recommendations to address such issues; and

(vi) Conduct a meeting to review the report.

d.   Production Upgrade Deployment
Oracle will deploy an upgrade of Your existing Oracle Database environment set forth in the OPE section of the Fixed Scope Services Exhibit by performing the following Services:

(i)   Upgrade Your existing production Oracle Database to the most current, generally available Oracle Database release;

(ii) Test and tune Your existing production Oracle Database using test plans provided by You;

(iii) Provide a report of issues identified during the upgrade, if any, and provide recommendations to address such issues; and

(iv) Conduct a final meeting to review the report.

B. Oracle Advanced Support Gateway

ACS Services may be delivered utilizing a gateway. A gateway is the computing platform, consisting of the Oracle Advanced Support Gateway software available on My Oracle Support ("MOS") and a physical or virtual hardware platform or an Oracle Public Cloud ("OPC") instance, which hosts Oracle's tools, for collecting, managing, updating and presenting information ("ACS Gateway"). Oracle's minimum hardware requirements for the ACS Gateway are available at http://www.oracle.com/us/support/library/advanced-support-gateway-host-reqs-1896462.pdf. Oracle will provide the necessary software and instructions to install the ACS Gateway or You may provide Oracle remote access to install the ACS Gateway on Your behalf. You will ensure the ACS Gateway (i) has sufficient rack and floor space, air conditioning, electrical power, Internet connectivity, and (ii) is correctly located within Your local-area network and wide-area network environments(s) (as agreed to with Oracle) and attached to Your network, to physically rack, stack and power-up. Once the ACS Gateway is installed, Oracle will deploy additional software on the ACS Gateway which will be used to deliver Your Services. If utilized, the ACS Gateway must be fully installed, connected and operational in order for You to receive the Services. Oracle retains all rights, title and interest to the Oracle supplied ACS Gateway. Oracle retains the right to update and/or replace the ACS Gateway at any time during the performance of the Services.

C. Additional Obligations and Project Assumptions

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

1. Your Obligations

    a. Upgrade Planning
        (i)   Promptly return the completed Questionnaire.
        (ii)   Assist in collecting Oracle Database environment data to include: server and database configuration data, and patching history.
        (iii) Provide an outline of Your existing infrastructure; and/or provide access to Your current production Oracle Database environment for Oracle Configuration Manager to collect data.
        (iv)   Provide existing internal test plans (i.e., functional, performance, unit).
        (v)   Provide copies of Your existing upgrade planning information (i.e., configuration, and patching technical design documents, and upgrade plan, if available).
    b. Impact Analysis
        (i)   Provide access to a test Oracle Database environment that is configured identically to Your current production Oracle Database environment.
        (ii)   Provide access and logistics to Your production Oracle Database system(s) as required.
    c. Test Upgrade Deployment
        (i)   Provide access and logistics to production Oracle Database system(s) as required.
        (ii)   Provide access to a test environment that is configured identically to Your current production Oracle Database environment.
        (iii) Build a test Oracle Database by copying Your current production Oracle Database.
        (iv)   Backup the pre-upgrade test Oracle Database.
        (v)   Provide existing internal technical and functional test plans.
        (vi)   Test the new Oracle Database release according to Your test plans
        (vii) Backup the upgraded test Oracle Database.
    d. Production Upgrade Deployment
        (i)   Backup Your production Oracle Database before and after the upgrade;
        (ii)   Provide existing internal technical and functional test plans.
        (iii) Assist Oracle to conduct post upgrade testing utilizing Your test plans.
        (iv)   Prepare and release the production Oracle Database to Your users.

2. Project Assumptions

    a. You acknowledge and agree that Your prompt return of the completed Questionnaire is a prerequisite to Oracle's performance of the Services described herein. Any delays in the prompt return of the Questionnaire shall delay the performance of the Services.
    b. An Oracle Technical Account Manager ("TAM") will be assigned to You as Your primary contact for the Services.
    c. All communication (oral, written and electronic) associated with the delivery of the Service is only provided in English.
    d. The Services set for above are only available for Oracle Database versions 10.2.0.5, 11.1.0.7, and 11.2.0.2. and above.
    e. Oracle will provide the Services using Oracle tools and systems including tools for collecting, managing, updating, and presenting information.
    f. Oracle shall limit Your access to functionality contained within the ACS Gateway in order to perform the Services.
    g. Out of Scope
       The following activities are not within the scope of Services of this order:

(i)   Review and analysis of any third party products included as part of Your upgrade.

(ii)   Operating System configuration.

(iii)   Gap analysis and/or analysis of new and changed features made available because of the upgrade.

(iv)   Installation and/or Implementation of new features made available because of this upgrade.

(v)   Review and analysis of change(s), enhancement(s), modification(s), localization(s), and integration(s) ("CEMLI").

(vi)   Any Services not specifically identified within this scope of Services.

Oracle Workload Planning and Design

Service Offering	Part #
Oracle Workload Planning and Design - Local/Remote	B87960
Oracle Workload Planning and Design - Local Delivery	B87961
Oracle Workload Planning and Design - Remote Delivery	B87962

A. Description of Services

1. Oracle will provide recommendations for transitioning Your current on-premises environment(s), which is simple, moderate or complex as described below, and as identified in Your order, ("Source Environment") to Your Oracle on-premises, hybrid, and/or an Oracle Cloud environment ("Destination Environment").

   a. Source Environment - Simple
      (i)   Up to six (6) Oracle databases, up to maximum ten (10) terabytes ("TB") each; or
      (ii) Up to four (4) Oracle databases, up to maximum ten (10) TB each and one (1) packaged application (such as E-Business, Java Application, PeopleSoft, etc., hereinafter referred to as "Oracle Packaged Applications"); or
      (iii) One (1) Oracle database, up to maximum twenty five (25) TB each and up to two (2) Packaged Applications; or
      (iv) Up to twenty five (25) Virtual Machine ("VM") images.
   b. Source Environment - Moderate
      (i)   Up to ten (10) Oracle databases, up to maximum ten (10) TB each; or
      (ii) Up to four (4) Oracle databases, up to maximum ten (10) TB each and three (3) Packaged Applications or;
      (iii) Up to six (6) Oracle databases, up to maximum twenty five (25) TB each and up to two (2) Packaged Applications; or
      (iv) Up to one hundred (100) VM images; or
   c. Source Environment - Complex
      (i)   Up to fourteen (14) Oracle databases, up to maximum ten (10) TB each; or
      (ii) Up to six (6) Oracle databases, up to maximum ten (10) TB each and four (4) Packaged Applications; or
      (iii) Up to nine (9) Oracle databases, up to maximum twenty five (25) TB each and up to two (2) Packaged Applications; or
      (iv) Up to two hundred fifty (250) VM images.

2. Planning for Transition from Source Environment to Destination Environment

   As part of the Oracle Workload Planning and Design, Oracle will perform the following to assist in the planning for transition of Your Source Environment(s) to Your Destination Environment(s):

   a. General
      (i)   Conduct a preliminary meeting and orientation to review the Services.
   b. Analysis of Source Environment
      (i)   Provide a questionnaire to identify Your existing infrastructure assets (i.e., architecture, configuration. and features requirements), service level(s) and critical business objectives, and

areas of focus for Your Source to Destination strategy ("Questionnaire") to be completed by You;

    (ii)   Install and run configuration information collection tools, if applicable;

    (iii)   Collect configuration information from the tools;

    (iv)   Review and analyze the collected configuration information and Your completed Questionnaire; and

    (v)   Conduct a meeting to review above.

c. Review of options and feasibility.

    (i)   Provide an evaluation of migration feasibility for Your Source Environment(s), which may include a review of Your existing certifications, product features, service levels document(s);

    (ii)   Recommend a migration approach; and

    (iii)   Identify the recommended Destination Environment(s).

d. Create deployment specification plan.

    (i)   Provide a detailed plan which sets forth a deployment roadmap, recommended migration approach(es), processes, procedures and recommendations for transitioning to the recommended Destination Environment(s); and

    (ii)   Conduct a final meeting to review the document(s) and Destination Environment(s) recommendations.

B. Oracle Advanced Support Gateway

ACS Services may be delivered utilizing a gateway. A gateway is the computing platform, consisting of the Oracle Advanced Support Gateway software available on My Oracle Support ("MOS") and a physical or virtual hardware platform or an Oracle Public Cloud ("OPC") instance, which hosts Oracle's tools, for collecting, managing, updating and presenting information ("ACS Gateway"). The ACS Gateway includes access to the Oracle Advanced Support Portal (the "Portal"). Oracle's minimum hardware requirements for the ACS Gateway are available at http://www.oracle.com/us/support/library/advanced-support-gateway-host-reqs-1896462.pdf. Oracle will provide the necessary software and instructions to install the ACS Gateway or You may provide Oracle remote access to install the ACS Gateway on Your behalf. You will ensure the ACS Gateway (i) has sufficient rack and floor space, air conditioning, electrical power, Internet connectivity, and (ii) is correctly located within Your local-area network and wide-area network environments(s) (as agreed to with Oracle) and attached to Your network, to physically rack, stack and power-up. Once the ACS Gateway is installed, Oracle will deploy additional software on the ACS Gateway which will be used to deliver Your Services. If utilized, the ACS Gateway must be fully installed, connected and operational in order for You to receive the Services. Oracle retains all rights, title and interest to the Oracle supplied ACS Gateway. Oracle retains the right to update and/or replace the ACS Gateway at any time during the performance of the Services.

C. Additional Obligations and Project Assumptions

In addition to the obligations stated in Your order and the associated obligations and assumptions associated with the Services Description identified in Section A. above, You acknowledge that Oracle's ability to perform the Services depends upon Your fulfillment of the general obligations defined in the ordering document and the following specific obligations below.

1. Your Obligations

    a. Promptly return the completed Questionnaire.

b. Provide copies of existing architecture design documents, audit files, reports and/or assessments relative to Your current Source Environment(s) as well as document and provide Your critical business requirements, service level requirements, and current utilization.

2. Project Assumptions

a. An Oracle Technical Account Manager ("TAM") will be assigned to You, as Your primary contact for the Services, throughout the duration of the Services.

b. All communication (verbal, written and electronic) associated with the delivery of the Services is in English only.

c. Oracle will limit the Services to the databases, data and, where applicable, applications as identified by You.

d. Oracle will not provide recommendations for any third party software in Your on-premise environment.

e. Oracle shall limit Your access to functionality contained within the ACS Gateway in order to perform the Services.

f. Out of Scope
For the avoidance of doubt, the following Services are outside the scope of this Service Description:

   (i) Installation of Your Source Environment(s);

   (ii) Migration of Your Source Environment(s) to the recommended Destination Environment(s); and

   (iii) Implementation of Oracle Programs into Your Source Environment or into the recommended Destination Environment.

Oracle Workshop(s) for Third Party Applications

Service Offering	Part #
Individualized ACS Package	B41052
ACS - SAP R/3 ABAP Tuning With Oracle Database Platform	L71336
ACS - Oracle 10g for SAP R/3 Environments	L71337
ACS - Oracle Advanced Performance Tuning for SAP R/3 (Level II)	L71338
ACS - Oracle Real Application Clusters for SAP R3	L71339
ACS - Fundamentals of Oracle for SAP® R/3 (Level I)	L71340
ACS - Oracle Expert for SAP R/3 (Level III)	L71341
ACS - Oracle Database Administration for SAP BW (Business Warehouse)	L71342

A. Description of Services

1. Oracle will provide You with the following Oracle Workshop(s) for third party applications ("Workshop(s)") in the quantities identified in Your order (up to a maximum of twelve (12) attendees for any single Workshop):

Oracle Workshops for Third Party Applications	Course Duration (Business Days)
Fundamental Technical Skills Workshop for Third Party Enterprise Resource Planning ("ERP") Applications (Level I)	5 days
Database 11g Technical Skills Workshop for Third Party Business Suite Applications	4 days
Advanced Tuning Technical Skills Workshop for Third Party Enterprise Resource Planning ("ERP") Applications (Level II)	5 days
Database Administration Technical Skills Workshop for Third Party Business Intelligence ("BI") Applications	4 days
Expert Technical Skills Workshop for Third Party Enterprise Resource Planning ("ERP") Applications (Level III)	3 days
Real Application Clusters ("RAC") Technical Skills Workshop for Third Party Enterprise Resource Planning("ERP") Applications	5 days
Tuning Technical Skills Workshop for Third Party Application Programming ("ABAP")	2 days

   a. As part of the Workshop(s), Oracle will perform the following Services:
   b. Conduct a preliminary planning session to determine logistical arrangements as follows:
      (i) Review any pre-requisite training or any minimum skill requirements for attendance;
      (ii) Review the standard syllabus for each Workshop and discuss any requests, by You, to modify the Workshop content (subject to Oracle's change control process); and
      (iii) Determine the location, audience (i.e., database administrators, developers, IT operations staff, etc.) and dates for each Workshop.
   c. Modify the content and revise the syllabus to reflect mutually agreed upon modifications;

d. Provide one (1) copy of the Workshop(s) materials and syllabus prior to the commencement of Services; and

e. Conduct a final meeting to discuss feedback from the Workshop.

B. Additional Obligations and Project Assumptions

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

1. Your Obligations

   a. Setup and provide access to test accounts on Your application test instance for specific training exercises during the Workshop, as required.

2. Project Assumptions

   a. Additional fees may be incurred for proposed modification to any Workshop content. Such additional fee shall be addressed pursuant to Oracle's change control process.

   b. Additional training courses needed for attendees to the meet the minimum requirements are deemed outside the scope of the Oracle Workshop(s) for third party applications.

   c. A "business day" is defined as an eight (8) hour period of Service delivery by one (1) Oracle resource provided during normal business hours (in the time zone in which Services are delivered), Monday through Friday.

   d. The Workshops generally cover one or more of the following topic areas:
      (i)   General use of Oracle database with a third party application environment;
      (ii) Optimizing performance for the Oracle database with a third party application environment;
      (iii) Use of the Oracle database with specific third application products and configuration;
      (iv) Use of database options, including Real Application Clusters ("RAC") with a third party application environment; and
      (v)   Oracle database recommended practices for writing third party programming procedural code.

Advanced Customer Services ("ACS")
Time and Materials Service Descriptions

The ACS Time and Materials Services You have ordered will be identified in Your order and related Time and Materials Exhibit.

Technical Account Manager I

Service Offering	Part #
Technical Account Manager I	N/A

A. Description of Services

1. Oracle will assist You with coordination, oversight, communication, planning, and project management for all Advanced Customer Services ("ACS") identified in Your order. Specific Services may include assistance with one or more of the following activities:

   a. Project management for the ACS time and materials Services that are defined in Your order.
   b. Prepare and document a Service delivery plan.
   c. Conduct quarterly Service delivery plan reviews.
   d. Service request ("SR") management, prioritization and escalation.
   e. Assist with constructing a reproducible test case required by Oracle Support Services to address an SR and help determine a workaround for the issue.
   f. Assist with reviewing all applicable Oracle Support Services activity, including SR activity in connection with individual SRs logged by You. The review may consist of status reports, next steps, if any, and review of Your SR priorities.
   g. Establish or optimize Your incident management and support processes.
   h. Develop a reference guide containing the parties' key contacts and the applicable environment configurations.
   i. Provide access to and manage Your customer-specific web portal and portal content.

Technical Account Manager II

Service Offering	Part #
Technical Account Manager II	N/A

A. Description of Services

1. Advice and Guidance for Enterprise Solutions

   Oracle will provide assistance to You regarding Your combined use of Your Oracle products and Services ("the Enterprise Solution"). Specific Services may include assistance with one or more of the following activities:

   a. Enterprise Solution deployment guidance.
   b. Business and operational strategy guidance.
   c. Project and program governance.
   d. User adoption planning strategy.
   e. Assist with conducting user adoption surveys.
   f. Guidance for operational and supportability requirements.
   g. Full lifecycle planning and optimization guidance for the Enterprise Solution.
   h. Coordinate with Your information technology ("IT") staff regarding operational practices.

2. Deployment Assistance for Enterprise Solutions

   Oracle will provide assistance during the deployment of Your Enterprise Solution(s). Specific Services may include assistance with one or more of the following activities:

   a. Provide advice and guidance regarding the deployment of industry standards for technology, functionality, and supportability.
   b. Provide Enterprise Solution configuration guidance.
   c. Identify deployment issues, risks and track recommendations.
   d. Coordinate with Your systems integrator(s) where applicable.
   e. Roll-out Enterprise Solution adoption guidance.

3. Governance Assistance

   Oracle will assist with governance of Your Enterprise Solution lifecycle and ongoing strategic planning for your Enterprise Solution. Specific Services may include assistance with one or more of the following activities:

   a. Arrange and host private sessions with Oracle leaders and strategists.
   b. Participate in Your program management office ("PMO") and steering committees.
   c. Service management and program oversight of all of Your Advanced Customer Services ("ACS").
   d. Enterprise Solution strategic planning.
   e. Enterprise Solution Implementation planning.

Advanced Support Engineer

Service Offering	Part #
Advanced Support Engineer	N/A

A. Description of Services

1. Advanced Technical Guidance and Readiness

   Oracle will assist You in performing activities associated with the installation, setup, configuration, and readiness of Your Oracle Programs and/or Oracle Products whether deployed in Your IaaS (infrastructure as a service) and/or PaaS (platform as a service) Oracle Cloud environment, on Your premises, or at a third party location. Specific Services may include assistance with one or more of the following activities:

   a. Installation and configuration.
   b. Patch and update installation.
   c. Technology and software lifecycle guidance.
   d. Product functionality guidance.
   e. Research setup issues and provide recommendations.
   f. Oracle product clustering and Real Application Clusters ("RAC") advice and guidance.
   g. Database and system partitioning.
   h. Configuration documentation and run books.

2. Advanced Operational and Optimization Assistance

   Oracle will assist You with performing production assistance Services and operational optimization for Your Oracle Programs and/or Oracle Products whether deployed in Your IaaS (infrastructure as a service) and/or PaaS (platform as a service) Oracle Cloud environment, on Your premises, or at a third party location. Specific Services may include assistance with one or more of the following activities:

   a. Administration of Oracle Database and/or Oracle Database Cloud Service.
   b. Administration of Oracle operating systems and/or Oracle Cloud Systems.
   c. Administration of Oracle Fusion Middleware and/or Java.
   d. Administration of Oracle Applications Unlimited environments.
   e. Application database administration for Your Oracle Products.
   f. Database and storage performance optimization.
   g. Backup and restore operations.
   h. Recommendations for operational practices.
   i. Applications server and middleware performance and load balancing.
   j. Operational troubleshooting and root cause analysis.
   k. Change management and patching processes.
   l. Advice and guidance with modernization and critical change events.
   m. Technical assistance for Your helpdesk.
   n. Operational workarounds.
   o. Oracle database, Java and system scripting.
   p. Disaster recovery for database, storage and systems.
   q. Technical advice and guidance for system outages related to Oracle Products.

3. Advanced Support Process Assistance

Oracle will assist You with managing Service requests ("SR"), expediting SR processing, and implementing methodologies related to Your internal problem-management processes. Specific Services may include assistance with one or more of the following activities:

a. Construct and document a support plan.
b. Conduct SR analysis and assist with addressing SR issues.
c. Construct a reproducible test case required by Oracle Support Services to address an SR and help determine a workaround for the issue.
d. Assist with SR prioritization and issue management.

4. Advanced Migration Assistance

Oracle will assist You with the migration of Your workloads, databases, and systems, including storage, from legacy systems environment(s) ("Source Environment") to Your new Oracle environment(s) ("Destination Environment") whether deployed in Your IaaS (infrastructure as a service) and/or PaaS (platform as a service) Oracle Cloud environment, on Your premises, or at a third party location. Specific Services may include assistance with one or more of the following activities:

a. Conduct a discovery workshop(s) to review Your legacy system configurations, identify Your Oracle applications and third party applications for migration; and storage data transfer requirements and objectives.
b. Provide a report summarizing the findings of the discovery workshop(s).
c. Prepare a project plan based upon findings of the discovery workshop(s).
d. Provide guidance on Solaris virtualization, mapping and consolidation.
e. Provide data transfer technical advice and tool and methodology recommendations.
f. Provide systems migration test plan assistance.
g. Provide data transfer test plan assistance.
h. Assist with the migration of Your Source Environment(s) to Your new Destination Environment(s).
i. Assist with the transfer of data from Your legacy storage device(s) to the new Oracle storage device(s).
j. Assist with systems migration testing and validation.
k. Assist with data transfer testing and validation.

Sr. Advanced Support Engineer

Service Offering	Part #
Sr. Advanced Support Engineer	N/A

A. Description of Services

1. <u>Specialized Technical Guidance and Readiness</u>

   Oracle will assist You with performing specialized activities associated with the installation, setup, configuration, and readiness of Your Oracle Programs and/or Oracle Products whether deployed in Your IaaS (infrastructure as a service) and/or PaaS (platform as a service) Oracle Cloud environment, on Your premises, or at a third party location. Specific Services may include assistance with one or more of the following activities:

   a. Advice for Your IaaS (infrastructure as a service) and/or PaaS (platform as a service) Oracle Cloud environment, Oracle Database and systems architecture and design.
   b. Multi-vendor technical advice and guidance.
   c. Maximum availability and replication design and configuration guidance.
   d. Proof of concept ("POC") projects for Oracle Engineered Systems.
   e. POC projects for applications utilizing Oracle Fusion Middleware and/or Java.
   f. POC projects for migrating Oracle Applications Unlimited.
   g. Oracle Business Intelligence technology configuration and optimization.
   h. Oracle Data Warehouse and Online Analytical Processing ("OLAP") configuration and optimization.
   i. Business integration and Service Orientated Architecture ("SOA") configuration guidance.
   j. Applications configuration(s), extension(s), modification(s), localization(s), and integration(s) ("CEMLI") implementation guidance.
   k. Applications and systems partitioning advice and guidance.

2. <u>Specialized Operational and Optimization Assistance</u>

   Oracle will assist You with performing specialized production tasks and enabling operational optimization for Your complex Oracle environments. Specific Services may include assistance with one or more of the following activities:

   a. Global deployment and technical guidance.
   b. Database and systems capacity analysis and resizing.
   c. Oracle applications capacity analysis and resizing.
   d. Oracle Cloud virtualization and operational guidance.
   e. Identity management, security and administration guidance.
   f. Oracle applications performance optimization.
   g. Load testing for Oracle applications and database
   h. Applications capacity planning and guidance for modernizing database and applications utilizing Oracle Cloud Services.

3. <u>Specialized Assistance for Third Party Applications Running on Oracle Database</u>

   Oracle will assist You with the supportability and operational integration of Your Oracle database deployed with Your third party applications. Specific Services may include assistance with one or more of the following activities:

a. Conduct workshops for optimizing Your use of the Oracle database deployed with Your third party applications.
b. Technical advice and guidance for the Oracle database deployed with Your third party applications.
c. Performance optimization for the Oracle database deployed with Your third party applications.
d. Backup and restore planning for the Oracle database deployed with Your third party applications.
e. Migration advice and guidance for the Oracle database deployed with Your third party applications.

Datacenter Engineer

Service Offering	Part #
Datacenter Engineer	N/A

A. Description of Services

1. Datacenter Operations

    Oracle will assist You in performing datacenter operational Services associated with the administration and management of Your Oracle systems. Specific Services may include assistance with one or more of the following activities:

    a. Routine system administration and operations.
    b. Routine storage administration.
    c. Routine virtual machine and private cloud administration.
    d. Routine administration for infrastructure as a service (IaaS).
    e. Schedule and run batch jobs.
    f. Initiate problem management process for datacenter issues.
    g. Track remediation status for open datacenter and systems issues.
    h. Preventative system diagnostics.
    i. Monitor system alerts and datacenter alerts.
    j. Conduct datacenter walk-through and inspection.
    k. Create operational and runbook documentation.

Sr. Datacenter Engineer

Service Offering	Part #
Sr. Datacenter Engineer	N/A

A. Description of Services

1. <u>Hardware Technical Services</u>

   Oracle will assist with hardware and systems technical Services associated with the installation, repair, upgrade, and de-installation of Your Oracle servers, storage, and networking products. Specific Services may include assistance with one or more of the following activities:

   a. Install and/or de-install server hardware.
   b. Install and/or de-install disk or tape storage hardware.
   c. Install and/or de-install network, communication, cabling and miscellaneous components.
   d. Install and/or de-install memory, CPUs boards, and other systems cards.
   e. Upgrade server, storage, and network components.
   f. Repair server, storage, and network components.
   g. Hardware remediation Services.
   h. Hardware diagnostic tests.
   i. Site inspection.
   j. Planned datacenter outage assistance.
   k. Conduct a datacenter walk-through.

2. <u>Hardware Component Installation and Repair</u>

   Oracle will assist with hardware field service calls to install, repair, upgrade, and de-install components used by Your Oracle servers, storage, and networking products. Specific Services may include assistance with one or more of the following activities:

   a. Install additional memory into Your Oracle system.
   b. Install additional central processing units ("CPU") into Your Oracle system.
   c. Install a card (e.g., memory card or network card) into Your Oracle system.
   d. Install disk or disk array into Your Oracle system or storage device.
   e. Install motherboard into Your Oracle system.
   f. Install other hardware components on Your Oracle system or storage device.
   g. Install Your Oracle system(s) into a rack.
   h. Other part(s) installation: Power.
   i. Other part(s) installation: Cables.
   j. Other part(s) installation: Backplane.
   k. Other part(s) installation: Interface components.
   l. Other part(s) installation: System board additions.
   m. Other part(s) installation: Switch/hub.
   n. Upgrade memory by de-installing existing memory and installing new memory.
   o. Upgrade CPU/motherboard by removing existing boards and installing new boards.
   p. Upgrade hard drive/disk by de-installing existing storage device and installing new storage device.
   q. Upgrade flash drive by de-installing existing flash drive and installing new flash drive.
   r. De-install system by powering it down and removing system components from rack and disassemble.

s.   De-install decommissioned disks or disk arrays from Your Oracle system.
t.   De-install decommissioned cards, boards, and other components from Your Oracle system.
u.   Remove third party or unauthorized parts from Your Oracle system.
v.   Perform on-site system hardware tests and diagnostics.
w.   Perform on-site system/part inspection.
x.   Apply basic cluster software updates.
y.   Apply basic Oracle Solaris operating system software updates.
z.   Perform on-site upgrade of Your existing Oracle system firmware to the latest revision.
aa. Repair server, storage, and network components.

B. Project Assumptions

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

1. Oracle shall not procure new or additional parts to perform the Services hereunder.

2. De-installation Services do not include packing materials and do not include removal of packing materials from the site.

3. Installation and upgrade services will only be performed on parts previously procured through Oracle or an Oracle authorized reseller.

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[1] A "day" is defined as one (1) resource working eight (8) hours per day, except in the following countries: Canada (7.5 hours per day), Denmark (7.4 hours per day), Finland (7.5 hours per day), Germany (7.8 hours per day), Israel (8.6 hours per day), and Norway (7.5 hours per day).