

Oracle Enterprise Communications Platform Cloud Service – Service Descriptions

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METRIC DEFINITIONS

Connected Device is specified as a unique physical hardware device with a SIM card (sold from Oracle) to support the connectivity to Oracle Cloud Services via Oracle Enterprise Communications Platform Service.

Currency Unit means the monetary unit of a specified currency in which a payment is expressed on Your order.

Managed Edge Device is specified as a physical hardware edge server, such as the Oracle Cloud Connector, used to connect hardware devices to the Oracle Cloud Services.

Managed Mobile Device is specified as a mobile device or endpoint managed by the Oracle Cloud Services.

GLOSSARY

APN is Access Point Name

ECP is Enterprise Communications Platform, a cloud-based application enablement platform that brings real-time data from devices, edge applications, and rich-media sources into Oracle Cloud.

GB is Gigabyte

LAN is Local Area Network

MDM is Mobile Device Management

PAYG is Pay As You Go

REST API is Representational State Transfer Application Programming Interface

SIM is Subscriber Identity Module

OTA is Over-the-air, which refers to the wireless delivery of data, software updates, or broadcast signals to devices

USB is Universal Serial Bus

WAN is Wide Area Network

SERVICE DESCRIPTIONS

ORACLE ENTERPRISE COMMUNICATIONS PLATFORM CLOUD SERVICE, METERED SERVICE - TABLE A

METERED SERVICE	MAXIMUM MONTHLY DATA ALLOWANCE (PER APPLICABLE METRIC)	PART #	METRIC
Oracle Enterprise Communications Platform Cloud Service	N/A	B112018	Currency Unit
Enterprise Communications Platform, Cellular Cloud Services			
Oracle Enterprise Communications Platform Cloud Service, Cellular Small	8GB	B112019	Managed Edge Device
Oracle Enterprise Communications Platform Cloud Service, Cellular Medium	16GB	B112020	Managed Edge Device
Oracle Enterprise Communications Platform Cloud Service, Cellular Large	40GB	B112021	Managed Edge Device
Enterprise Communications Platform, Satellite Cloud Services			
Oracle Enterprise Communications Platform Cloud Service, Satellite Extra Small	40GB	B112022	Managed Edge Device
Oracle Enterprise Communications Platform Cloud Service, Satellite Small	160GB	B112023	Managed Edge Device
Oracle Enterprise Communications Platform Cloud Service, Satellite Medium	450GB	B112024	Managed Edge Device
Oracle Enterprise Communications Platform Cloud Service, Satellite Large	750GB	B112025	Managed Edge Device
Enterprise Communications Platform, Satellite Maritime Cloud Services			
Oracle Enterprise Communications Platform Cloud Service, Satellite Maritime Extra Small	40GB	B112026	Managed Edge Device

METERED SERVICE	MAXIMUM MONTHLY DATA ALLOWANCE (PER APPLICABLE METRIC)	PART #	METRIC
Oracle Enterprise Communications Platform Cloud Service, Satellite Maritime Small	160GB	B112027	Managed Edge Device
Oracle Enterprise Communications Platform Cloud Service, Satellite Maritime Medium	450GB	B112028	Managed Edge Device
Oracle Enterprise Communications Platform Cloud Service, Satellite Maritime Large	750GB	B112029	Managed Edge Device
Enterprise Communications Platform, Device Cloud Services			
Oracle Enterprise Communications Platform Cloud Service, Device Extra Small	0.75GB	B112030	Connected Device
Oracle Enterprise Communications Platform Cloud Service, Device Small	7.5GB	B112031	Connected Device
Oracle Enterprise Communications Platform Cloud Service, Device Medium	15GB	B112032	Connected Device
Oracle Enterprise Communications Platform Cloud Service, Device Large	40GB	B112033	Connected Device
Enterprise Communications Platform, Device Management Cloud Service			
Oracle Enterprise Communications Platform Cloud Service, Device Management	N/A	B112034	Managed Mobile Device

The Oracle Enterprise Communications Platform Cloud Service includes the following modules and features:

- Cloud-based “single pane of glass”/unified management interface and representational state transfer (“REST”) application programming interfaces (“APIs”).
- Mobile Device Management.
 - This feature is limited to Oracle Enterprise Communications Platform Cloud Service Cloud Services with a Managed Mobile Device metric.
- Managed Global Starlink Satellite Connectivity.
 - This feature is limited to Oracle Enterprise Communications Platform Cloud Service Cloud Services with a Managed Edge Device metric.
- Managed Global Cellular Connectivity.

- This feature is limited to the Oracle Enterprise Communications Platform Cloud Service Cloud Services with a Managed Edge Device or Connected Device metric.
- Cloud managed Edge Compute platform with local cloud-controlled Wi-Fi.
 - This feature is limited to the Oracle Enterprise Communications Platform Cloud Service Cloud Services with a Managed Edge Device metric.
- Location based services to enable “location-aware” capabilities for devices and edges (subject to opt-in requirements).
 - This feature is limited to the Oracle Enterprise Communications Platform Cloud Service Cloud Services with a Managed Edge Device or Managed Mobile Device metric.

ECP Cloud Services Tiers

ECP Cloud Services are offered in tiers (as set forth in Table A above) that include a stated monthly data allowance by connectivity type (e.g., cellular or satellite).

You must select an initial ECP Cloud Service part (as illustrated in Table A above) at time of Your order or provisioning, as applicable. The selected ECP Cloud Service part (“Tier”) establishes the starting monthly data allowance for the applicable monthly billing period. This selection shall commence in the second (2nd) month of the ECP Cloud Service. The ECP Cloud Services fees for the first and last month of the ECP Cloud Service shall be based on actual usage rather than usage pursuant to Your pre-selected Tier. This is because provisioning, activation, suspension, termination, and data transmission for the ECP Cloud Services may not align with the first or last calendar day of a month.

Overage and Upgrades

With the exception of the first and last month of the ECP Cloud Services, You will be billed in accordance with Your selected Tier at the end of each month during Your Services Period. If the maximum data allowance in the selected Tier has been exceeded, You will be billed at a higher (appropriate) data allowance Tier or, if required, at multiple Tiers to cover the data overage. You, thereafter, will be upgraded to a higher data allowance Tier in accordance with Your data overage.

Activation Usage and Billing

The Oracle Enterprise Communications Platform Cloud Service, Metered Service is offered as: 1) Annual Commitment Subscription or 2) Pay As You Go Service trials of the Oracle Cloud Service. Your rate card included in Your order contains a listing of all the Services available as of the date of Your order. During the Services Period of Your order, You may activate and use any/all such Services (pursuant to this Service Description). You will be charged for such usage at the rate specified in Your order.

A monthly statement detailing Your actual usage and the related charges will be available in Your Cloud Services Account. Charges for all Pay As You Go trial usage will be billed monthly in arrears with immediate payment terms. After invoicing, You will be able to access copies of Your invoices in Your Cloud Services Account.

Annual Commitment Subscription

- a. Oracle allows You the flexibility to commit an amount to Oracle (as specified in the “Credit Quantity” table in Your order, the “Annual Credit”) to be applied towards the future usage of eligible Oracle Enterprise Communications Platform Cloud Service, Metered Service offerings specified in the rate

card attached to Your order or as seen in the Oracle Cloud Portal at the fees specified in the rate card, provided that such Cloud Services only qualify as eligible as of the time of their deployment. Notwithstanding anything to the contrary, eligible Oracle Cloud Services do not include any Service which is not in production release, or for which the capacity of the applicable metric is not available in the Data Center Region that You select in the Oracle Cloud Portal as of the time that You actually deploy such Service.

The total Annual Commitment Subscription acquired under Your order (the “Total Credit Value”) and the applicable Services Period for those credits will be as specified in Your order. Your Annual Credit amount must be used within its applicable yearly Credit Period during the Services Period of Your Cloud Services. Such Annual Credit will expire at the end of the yearly Credit Period (typically 12 months from the date of Your order unless otherwise specified in Your order).

Any pre-paid unused amounts of Your Annual Credit are non-refundable and shall be forfeited upon the conclusion of the Credit Period. The pre-paid balance of the Total Credit Value shall be decremented on a monthly basis reflecting Your actual usage for the prior month at the rates for each activated Oracle Enterprise Communications Platform Cloud Service, Metered Service offerings as defined in Your order.

- b. **Replenishment:** At the end of Your Services Period, if the Service has not been replenished, Your pricing will revert to Oracle’s then-current list price for the Oracle Cloud Service. Upon replenishment of Your Cloud Services Account, Oracle will no longer charge You at the list price rate and You will receive the Cloud Services category discounts specified in the rate card attached to Your order or as seen in the Oracle Cloud Portal. If You decide not to replenish Your Cloud Services Account, You may end Your Cloud Services under this order by sending an email to Oracle at: cloudterminations_ww@oracle.com. You are not entitled to a refund for any unused Cloud Services credits that may remain at the end of Your Services Period and You are responsible for all fees due to Oracle for the entire Annual Commitment Subscription amount that may be owed and unpaid at the end of Your Services Period under this order.
- c. **Additional Services:** If Oracle adds additional service offerings to the list of eligible Oracle Enterprise Communications Platform Cloud Service, Metered Service offerings during Your Services Period, You may activate and use those service offerings; however, You will be billed for the actual usage of such Services based on Oracle’s then-current price list for such Services, which can be found at <https://www.oracle.com/cloud/price-list.html>, and in accordance with any agreed-upon pricing and discounting set forth in the rate card attached to Your order.
- d. **Minimum Annual Commitment:** A minimum annual net price commitment of \$50,000, pre-payment in advance, is required for Your initial order of the Oracle Enterprise Communications Platform Cloud Service, Metered Service offerings Annual Commitment Subscription.

Pay As You Go Service - Trials

Pay As You Go Services for ECP Cloud Services are available for trial purposes only.

- a. To trial the Oracle Enterprise Communications Platform Cloud Service, You may enroll in the Pay As You Go Oracle Enterprise Communications Platform Cloud Service, Metered Service offering without making an annual commitment. You can choose to and will be charged for the actual usage of all Services that You activate within Your Oracle Enterprise Communications Platform Cloud Service Account. Oracle, in its sole discretion, may update its pricing for any eligible PAYG Oracle Enterprise Communications Platform Cloud Service, Metered Service offerings without prior notice to You. Pricing for the Pay As You Go Oracle Enterprise Communications Platform Cloud Service, Metered Service offering is available at <https://www.oracle.com/industries/payg-services-price-list/>. If during the Services Period of Your order Oracle makes available new Oracle Enterprise Communications Platform Cloud Service, Metered Service offerings within Your Oracle Enterprise Communications Platform Cloud Service Account, Oracle will notify You of any fees that will apply to the activation and use of such Services. You will not be charged for any Oracle Enterprise Communications Platform Cloud Service, Metered Service offerings that You do not activate within Your Oracle Enterprise Communications Platform Cloud Service Account. Charges for all Pay As You Go usage will be billed monthly in arrears pursuant to the payment terms described in Your order. The development, release, and timing of any future features, functionality or service offerings remain at the sole discretion of Oracle Corporation. Oracle reserves the right to invoice You more frequently if Oracle identifies unusual activity that we may suspect is fraudulent or at risk of non-payment.
- b. **Duration** – The Pay As You Go trial of the Oracle Enterprise Communications Platform Cloud Service, Metered Service offerings is for a maximum period of six (6) months or as otherwise determined by Oracle within its sole discretion (“ECP Trial Period”). You may convert to the Annual Commitment Subscription or terminate the Service at any time prior to the conclusion of the ECP Trial Period. To terminate Your Cloud Services under Your order, You must send an email notification to cloudterminations_ww@oracle.com informing Oracle of Your intent to terminate. Oracle reserves the right, within its sole discretion, to extend Your ECP Trial Period or terminate the service at the conclusion of such ECP Trial Period.
- c. **End of Trial** - At the conclusion of the ECP Trial Period, You may convert to the Annual Commitment Subscription or terminate the Cloud Service pursuant to the applicable termination procedures. In the event You do not convert to the Annual Commitment Subscription or terminate by the conclusion of the ECP Trial Period, Cloud Services shall continue in an ECP Service Continuity Period (as such term is defined in this Service Description) until You convert to the Annual Commitment Subscription or terminate.

Service Continuity

- a. At the end of Your Services Period, if You have not renewed or terminated Your ECP Cloud Services, the ECP Cloud Services shall continue uninterrupted, on a month-to-month basis, to support operational continuity (“ECP Service Continuity Period”). In the event ECP Cloud Services are provided during an ECP Service Continuity Period, any promotional or discounted pricing may cease, and pricing shall revert to the then-current Oracle list pricing (or other pricing as set forth in applicable governing documents). Billing for Services provided during the ECP Services Continuity Period shall be based on Your usage in accordance with ECP Cloud Service Tiers.

- b. You may either: i) replenish the ECP Cloud Services with an order and re-establish pricing and terms for the ECP Cloud Services; or ii) terminate the ECP Cloud Services by following applicable termination procedures. You may inquire or work with Your Oracle Sales representative for any assistance pertaining to Your replenishment or termination.

Hardware Prerequisites

Please refer to the What's New Guide at docs.oracle.com for the latest Hardware prerequisite information for the Cloud Services.

Usage Limits

The Oracle Enterprise Communications Platform Cloud Service is subject to the following usage limitations:

- A maximum data allowance per month of the Cloud Connector for use with an Oracle Cloud Service, as outlined in Table A above, where applicable.
- The Cloud Connector supports the following:
 - i. Wi-Fi: supports up to 50 devices per band (100 devices total concurrently). Devices in excess of this quantity limitation cannot be supported.
 - ii. LAN: all four ethernet ports are supported - two for LAN and two for WAN.
 - iii. USB: two USB ports for Certified Oracle Edge applications.
- The Annual Commitment Subscription or Pay As You Go payment options (subject to the terms set forth above).
- The Oracle Enterprise Communications Platform Cloud Service is a supplemental Cloud Service that may only be used in conjunction with other eligible Oracle cloud services or programs. Availability for, and compatibility with, all Oracle cloud services or programs is not guaranteed, and certain use restrictions may apply.
- Any applicable usage restrictions from Your wireless service provider.
- Personal use of the Cloud Services is strictly prohibited.
- Wireless service connectivity availability is dependent on the country and coverage available.

Disaster Recovery and Service Availability

As described in the Oracle Global Business Unit Cloud Services Pillar Document, the Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for each Oracle Cloud Service are listed below.

The RTO, RPO, and Target Service Availability and wireless service availability listed below apply to the production environment of the following Cloud Services:

- Oracle Enterprise Communications Platform Cloud Service – Cellular
- Oracle Enterprise Communications Platform Cloud Service – Satellite
- Oracle Enterprise Communications Platform Cloud Service – Satellite Maritime
- Oracle Enterprise Communications Platform Cloud Service – Device

RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SERVICE AVAILABILITY	TARGET WIRELESS SERVICE AVAILABILITY
4 hours	1 hours	Target Cloud service availability is 99.95%.	Wireless service availability is 98%. Coverage can vary by region/country.

The RTO, RPO, and Target Service Availability listed below apply to the production environment of the Oracle Enterprise Communications Platform Cloud Service – Device Management.

RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SERVICE AVAILABILITY
4 hours	1 hour	99.9%

The RTO, RPO, and Target Service Availability Level do not apply to non-production environment(s). The Target Service Availability Level, RTO, and RPO does not apply in the event of a major disaster, resulting in a complete Oracle data center region comprising of all Available Domains, hosting the Cloud Services, going down as declared by Oracle, corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. The RTO and RPO do not apply to customizations or third-party software.

Third Party Services

To provide the Cloud Service pursuant to and in accordance with Your order, You acknowledge that:

- This Cloud Service contains features that rely upon the availability of Third Party Services:
 - Third Party Service dependent functionality requires the Third Party Service to maintain their functionality and permits Oracle to consume the Service.
 - Oracle is not responsible for functionality loss or service degradation arising from Third Party Service changes and availability issues.
- Oracle is not responsible for Your Content transmitted to Third Party Services through this Cloud Service.

Third Party FirstNet Access Terms

In the event You are eligible for and are provided access to First Responder Network Authority (“FirstNet”) services (“FirstNet Services”) for use with ECP Cloud Services, You acknowledge and agree that:

- Access to any devices using FirstNet Services will be limited to only Your employees and contractors (and any other individuals working for, or on Your behalf) who are actively working or participating in, or performing duties for, roles directly related to public safety, as defined by AT&T during its FirstNet Services eligibility review process (“Authorized Personnel”).

- You will not permit access to devices using FirstNet Services to any employee, contractors, or other individuals working for, or on Your behalf, that do not qualify as Authorized Personnel.
- You are solely responsible for Your employees' and contractors' (or other individuals working for, or on Your behalf) compliance with the terms of this section and it is Your obligation to track all access to all devices using FirstNet Services.
- You will provide Oracle and/or AT&T with all relevant information (as requested by Oracle and/or AT&T) required to verify: i) Your continued eligibility to access FirstNet Services; and ii) use of FirstNet Services are limited only to Authorized Personnel.
- Your use of the FirstNet Services is subject to the Terms of Use for AT&T FirstNet Services set forth in Appendix A hereto.

Data Center Selection

For each Cloud Service/instance that You deploy, Oracle will select the data center location. Oracle will continue to bill You from the Oracle entity on Your Order. We reserve the right to update these practices to support our internal operating model.

Oracle Cloud Policies and Pillar Documentation

Your order for this Oracle Cloud Service is subject to the *Oracle Cloud Hosting and Delivery Policies and Oracle Industries Cloud Service Pillar Document*, which may be viewed at www.oracle.com/contracts.

ORACLE ENTERPRISE COMMUNICATIONS PLATFORM CLOUD SERVICE – CELLULAR

Part #B112019 – Per Managed Edge Device

Part #B112020 – Per Managed Edge Device

Part #B112021 – Per Managed Edge Device

The Cloud Service includes for full lifecycle management of ECP Edge, connectivity management of Wi-Fi and wired LAN, WAN connectivity management for cellular and/or fixed WAN and supports automatic failover and application data segmentation in multi-WAN setups.

Third Party Services Terms

- Coverage Limitations
 - Wireless service is available only within the operating range of the wireless network. Wireless service may be interrupted, limited or delayed for a variety of reasons, including atmospheric conditions; terrain and/or environmental conditions such as trees or buildings; unavailability of radio frequency channels; system capacity limitations; reduction in transmission speed; the operation of customer equipment; temporary suspension due to governmental regulations or orders; priority access by emergency personnel in the event of a disaster or emergency; equipment or system modifications and repairs; problems with the facilities of interconnecting carriers; or in response to suspected fraud, abuse, misuse of the network, hacking and malware.
 - You are solely responsible for determining whether the wireless service can adequately support Your use case. Oracle shall not be responsible for reviewing or determining the adequacy of Your wireless service.
- Roaming
 - Roaming enables You or Your Users to obtain wireless service when outside the geographical coverage of the wireless network for Your country-of-purchase for such wireless service. Wireless service may be provided to You via Carrier Partners on a Carrier Partner's network. A "Carrier Partner" is a network operator with which a cellular carrier has a contract to use such operator's wireless network. A carrier may change Carrier Partners in its sole discretion.
 - The quality, availability, and characteristics of roaming are under the control of the Carrier Partner, who may change, modify, withdraw, or terminate roaming. The availability of roaming services, and the charges for those services, are dependent in part on the type of equipment used by You for Your Users and the programming of that equipment. Roaming may not be used in violation of carrier's agreements with its Carrier Partners.
- Disclaimer
 - CARRIER AND CARRIER PARTNER NETWORKS ARE MADE AVAILABLE AS-IS AND ORACLE MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE AVAILABILITY OR QUALITY OF WIRELESS SERVICE PROVIDED BY CARRIER OR CARRIER PARTNERS, AND ORACLE WILL NOT BE LIABLE IN ANY CAPACITY FOR ANY ERRORS, OUTAGES, OR FAILURES OF CARRIER OR CARRIER PARTNER NETWORKS.

- The overall actual availability experienced by You is a composite of all actual availability effected by those conditions present at any given time. There is no warranty of availability for any given time or across time span.
- Wireless connectivity availability objective is dependent on the following:
 - Coverage availability (wireless coverage is not available at all locations in the U.S.).
 - Roaming on secondary network.
 - Radio multi-path interference.
 - Seasonal foliage and environmental variation.
 - Electronic interference both unintentional and intentional.
 - Customer failure to renew subscription.
 - Natural disaster.
 - Force majeure.
 - Act of war.
 - Other circumstances not specifically mentioned.
- You may not use the wireless services in a way that requires uninterrupted availability or where interruption may cause death, personal injury, physical injury, or property damage.

ORACLE ENTERPRISE COMMUNICATIONS PLATFORM CLOUD SERVICE – SATELLITE AND SATELLITE MARITIME

ECP Cloud Services, Satellite

Part #B112022 – Per Managed Edge Device

Part #B112023 – Per Managed Edge Device

Part #B112024 – Per Managed Edge Device

Part #B112025 – Per Managed Edge Device

ECP Cloud Services, Satellite Maritime

Part #B112026 – Per Managed Edge Device

Part #B112027 – Per Managed Edge Device

Part #B112028 – Per Managed Edge Device

Part #B112029 – Per Managed Edge Device

The Cloud Service includes for full lifecycle management of ECP Edge, connectivity management of Wi-Fi and wired LAN, WAN connectivity management for satellite or satellite maritime and/or fixed WAN and supports automatic failover and application data segmentation in multi-WAN setups.

Third Party Services Terms

- Additional Terms for ECP Cloud Services, Satellite and Satellite Maritime:
 - Use of ECP Cloud Services, Satellite (“ECP Satellite Cloud Services”)
 - Satellite Connectivity Services for the ECP Satellite Cloud Services are made available to You on a country-by-country basis, non-transferable, revocable basis. You are permitted to use the Satellite Connectivity Services and the Integrated Software included in the Satellite Communication Kits solely as required to enable connectivity for the ECP Satellite Cloud Service. Use for other purposes, or as a standalone service, is not permitted.
 - Satellite Connectivity Services and any Satellite Communication Kit assigned to Your country-of-purchase (“Home Country”) may be used outside of the designated Home Country, to the extent available, on a temporary basis for no more than sixty (60) consecutive days (“Temporary Use Period”), provided that the applicable Satellite Connectivity Services and Satellite Communication Kit reconnects to the Satellite Connectivity Services’ wireless coverage area for the Home Country prior to the conclusion of the Temporary Use Period. No additional service plan for Satellite Connectivity Services, and no modification to the existing service plan for Satellite Connectivity Services, is required for such temporary use.
 - Use of ECP Cloud Services, Satellite Maritime (“ECP Satellite Maritime Cloud Services”)
 - Satellite Connectivity Services for the ECP Satellite Maritime Cloud Services are made available to You on a worldwide, non-transferable, revocable basis. You are permitted to use the Satellite Connectivity Services and the Integrated Software

included in the Satellite Communication Kits solely as required to enable connectivity for the ECP Satellite Maritime Cloud Service. Use for other purposes, or as a standalone service, is not permitted.

- Prohibitions
 - You are strictly prohibited from using the Satellite Connectivity Services or Satellite Communication Kits to provide general internet access or as a standalone service. Use in connection with any combat, weaponized, force-related, tactical military, paramilitary, or intelligence gathering and collection activity (including via defense contractors), in any country, is not permitted. “Intelligence gathering and collection” is defined as the collection and analysis of information regarding foreign nations, hostile or potentially hostile forces, or areas of military operations.
- Service Territories
 - Satellite Connectivity Services and Satellite Communication Kits are provided exclusively for use in jurisdictions or territories (each, an “**Eligible Service Territories**”) agreed by You and Oracle in accordance with Your Order. The Satellite Connectivity Services may not be available in all locations and are contingent upon, among other things, network availability and regulatory approvals. In the event that a territory shall no longer be available as an Eligible Service Territory due to a legal requirement, order, and/or regulation from law enforcement, a judicial body, or other government authority (including any regulation, rule or interpretation from a taxing authority, to the extent having a material and adverse effect on Oracle’s business in such territory) (each, a “**Removal Order**”), Oracle will provide You with notice of the planned removal of the territory, if possible, after Oracle becomes aware of such Removal Order. To the extent possible, Oracle will use reasonable efforts to provide You with prior notice when a territory will no longer be available as an Eligible Service Territory for any reason other than a Removal Order.
- Acceptable Use Policy
 - Your use of the Satellite Connectivity Services and Satellite Communications Kits must conform to the applicable Oracle Acceptable Use Policy, as referenced in the Agreement, privacy policies, and any Third Party Services’ acceptable use policies that may be applicable (such as those found at <https://www.starlink.com/legal>), based on Your use within an Eligible Service Territory.
- Service Availability
 - The Satellite Connectivity Services target service availability objective is equal to or greater than 98% service availability, excluding any factors such as being out of a service area, naturally occurring phenomena (including, but not limited to, adverse meteorological conditions, solar activity, intentional and unintentional electromagnetic interference, or multipath interference) Your terminal damage, modification or power interruption, or Your use of the Services in violation of any term of this order or the Agreement.
 - The service level objective (target service availability) is calculated as follows:

$$\text{Satellite Connectivity Services} = \frac{((\text{Potential Available Minutes} - \text{Unplanned Outage Minutes}) / \text{Potential Available Minutes}) * 100}{\text{Availability (\%)}}$$

- **“Unplanned Outage”** shall mean total time (in minutes) during which a Severity 1 or Severity 2 problem is causing the Satellite Connectivity Services to not be available during the relevant period.
- Satellite Communications Kit Installation
 - Oracle will be responsible for providing Satellite Connectivity Services and associated Satellite Communication Kits. Installation of the Satellite Communication Kits and any performance issues resulting from installation is Your responsibility. You are responsible for installation of the Satellite Communications Kit in a location that has a clear and unobstructed field of view per the install guide, included in Your Program Documentation which may be viewed at docs.oracle.com. Do not install under a radome; doing so may adversely affect terminal performance. You are also responsible for installing the Satellite Communications Kit securely so that the equipment will not become dislodged due to weather or other external factors. It is Your responsibility to ensure compliance with all applicable building codes, zoning, ordinances, business district rules, conditions, restrictions, lease obligations and landlord/owner approvals and requirements that are applicable to the Satellite Connectivity Services and the installation of the Satellite Communications Kit. You are responsible for paying any associated fees or other charges, and to obtain any permits and other authorizations necessary for the Satellite Connectivity Services and the installation of the Satellite Communications Kit. Should use of the Satellite Connectivity Services require any construction or alteration to property, Oracle is not obliged to reimburse any expenses or restore property to the same physical state as prior to delivery of Satellite Connectivity Services. If You require a permanent roof mount installation, You acknowledge the potential risks associated with this type of installation, including, without limitation, with respect to any warranty that applies to penetration of Your vehicle/vessel roof, building roof or roof membrane.
- Kit Modification During Integration or Installation
 - Modifications or alterations (including changes that are cosmetic in nature) to the Satellite Communications Kit are subject to the warranty exclusions set forth below (Exclusions and Force Majeure) and may affect Satellite Connectivity Service performance. You shall not modify any Satellite Communications Kit in a manner that contradicts the install guide or that would otherwise alter the transmission characteristics of the equipment, including installation under a radome without Oracle approval. To maintain the limited warranty set forth in the Agreement, all modifications made by You or any third-party installer You employ to the Satellite Communications Kit must be approved by Oracle in writing and may be subject to additional evaluation fees in order to assess operability. If Oracle determines, in its sole discretion, that Your installation or modification of a Satellite Communications Kit has resulted in a material degradation of the Satellite Connectivity Service or equipment, the limited warranty set forth in the Agreement may be voided.
- Kit installation for use on Moving Vehicles

- You agree to take proper precautions if installing a Satellite Communications Kit to be used on a moving vehicle or vessel. You are responsible for ensuring that the antenna mount is installed on a structurally sound, horizontal surface. You acknowledge that equipment falling into the road or off a vessel due to poor installation practices can cause serious accidents resulting in bodily injury. You shall not mount a Satellite Communications Kit on any vehicle or vessel if it is not stable, or if it cannot be properly secured as described in the install guide and used with the proper mount.
- **IN-MOTION USE PROHIBITED FOR UNDESIGNATED KITS, COUNTRIES AND USES.** YOU ARE PROHIBITED FROM INSTALLING OR USING A SATELLITE COMMUNICATIONS KIT ON A MOVING VEHICLE OR VESSEL UNLESS ORACLE HAS DESIGNATED YOUR SPECIFIC KIT MODEL AND/OR MOUNT FOR IN-MOTION USE AND HAS OBTAINED ALL REQUIRED IN-MOTION APPROVALS IN THE COUNTRY OF USE. NOTWITHSTANDING THE FOREGOING, USE OR INSTALLATION OF A KIT ON AN AIRCRAFT OF ANY KIND IS PROHIBITED IN ALL CASES. SERVICES IN-MOTION ON AN AIRCRAFT VEHICLE OR VESSEL (E.G., CARS, VANS, RVS, BOATS) VIA AN UNAUTHORIZED KIT OR COUNTRY IS PROHIBITED, WILL VOID THE LIMITED WARRANTY SET FORTH IN THE AGREEMENT, AND MAY BE GROUNDS FOR TERMINATION OF THIS ORDER.
- Product Changes
 - Oracle reserves the right to make changes to the Satellite Connectivity Services and Satellite Communication Kit at any time. Changes to the Satellite Connectivity Services and Satellite Connection Kits are not guaranteed to be backward compatible in all cases. To the extent possible, Oracle may provide notice of forthcoming backward incompatibilities.
- Exclusions & Force Majeure
 - Oracle is not responsible for damage to the Satellite Communications Kit after delivery, or for Satellite Connectivity Service malfunctions resulting from: (a) manual re-pointing of the antenna; (b) repair, modification, or disassembly of Satellite Communications Kit by anyone other than Oracle or its authorized agent; (c) failure to follow instructions, including by obstructing the Satellite Communications Kit's field of view; (d) fire, flood, wind, lightning, earthquake, weather, or other acts of nature or God; (e) spills of food or liquids on Satellite Communications Kit; (f) planned or emergency maintenance on the network; (g) problems with Your electrical power or network equipment; (h) misuse, abuse, accident, vandalism, alteration, or neglect; (i) normal wear and tear or deterioration, or superficial defects, dents, or marks that do not impact performance of the Satellite Communications Kit; (j) use in combination with devices or software not provided or approved by Oracle; (k) inability to obtain or maintain necessary permissions, authorizations, or permits; or (l) events not reasonably within Oracle's control.
- Assumption of Risk
 - YOU AGREE THAT YOUR USE OF SATELLITE CONNECTIVITY SERVICES AND THE SATELLITE COMMUNICATIONS KIT, AND SUCH USE BY ANYONE USING YOUR ACCOUNT, IS AT YOUR SOLE RISK. SERVICES ARE NOT SUITED OR INTENDED AS A MISSION-CRITICAL OR SAFETY-OF-LIFE SERVICE.
- Definitions

- The following terms will be defined as follows:
 - **“Satellite Communication Kit”** means the user terminals, equipment, adapters, wall mounts, cables, and any other associated hardware, components or assembled goods provided by Oracle under this order.
 - **“Satellite Connectivity Services”** means the two-way satellite-based communications service provided by Oracle.
- You may not use the wireless services in a way that requires uninterrupted availability or where interruption may cause death, personal injury, physical injury, or property damage.

ORACLE ENTERPRISE COMMUNICATIONS PLATFORM CLOUD SERVICE – DEVICE

Part #B112030 – Per Connected Device

Part #B112031 – Per Connected Device

Part #B112032 – Per Connected Device

Part #B112033 – Per Connected Device

The Cloud Service includes full lifecycle management of cloud-hosted devices with ECP-managed cellular connectivity.

Third Party Services Terms

- Coverage Limitations
 - Wireless service is available only within the operating range of the wireless network. Wireless service may be interrupted, limited or delayed for a variety of reasons, including atmospheric conditions; terrain and/or environmental conditions such as trees or buildings; unavailability of radio frequency channels; system capacity limitations; reduction in transmission speed; the operation of customer equipment; temporary suspension due to governmental regulations or orders; priority access by emergency personnel in the event of a disaster or emergency; equipment or system modifications and repairs; problems with the facilities of interconnecting carriers; or in response to suspected fraud, abuse, misuse of the network, hacking and malware.
 - You are solely responsible for determining whether the wireless service can adequately support Your use case. Oracle shall not be responsible for reviewing or determining the adequacy of Your wireless service.
- Roaming
 - Roaming enables You or Your Users to obtain wireless service when outside the geographical coverage of the wireless network for Your country-of-purchase for such wireless service. Wireless service may be provided to You via Carrier Partners on Carrier Partner's wireless networks. A "Carrier Partner" is a network operator with which cellular carrier has a contract to use such operator's wireless network. A carrier may change Carrier Partners in its sole discretion.
 - The quality, availability, and characteristics of roaming are under the control of the Carrier Partner, who may change, modify, withdraw or terminate roaming. The availability of roaming services, and the charges for those services, are dependent in part on the type of equipment used by You for Your Users and the programming of that equipment. Roaming may not be used in violation of carrier's agreements with its Carrier Partners.
- Disclaimer
 - CARRIER AND CARRIER PARTNER NETWORKS ARE MADE AVAILABLE AS-IS AND ORACLE MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE AVAILABILITY OR QUALITY OF WIRELESS SERVICE PROVIDED BY CARRIER OR CARRIER PARTNERS, AND ORACLE WILL NOT BE LIABLE IN ANY CAPACITY FOR ANY ERRORS, OUTAGES, OR FAILURES OF CARRIER OR CARRIER PARTNER NETWORKS.
 - The overall actual availability experienced by You is a composite of all actual availability effected by those conditions present at any given time. There is no warranty of availability for any given time or across time span.
 - Wireless connectivity availability objective is dependent on the following:

- Coverage availability (wireless coverage is not available at all locations in the U.S.).
 - Roaming on secondary network.
 - Radio multi-path interference.
 - Seasonal foliage and environmental variation.
 - Electronic interference both unintentional and intentional.
 - Customer failure to renew subscription.
 - Natural disaster.
 - Force majeure.
 - Act of war.
 - Other circumstances not specifically mentioned.
- You may not use the wireless services in a way that requires uninterrupted availability or where interruption may cause death, personal injury, physical injury, or property damage.
- Oracle's ability to provide the Cloud Service OTA depends upon You securing all the rights necessary for Oracle to use, on Your behalf, any agreed-upon third-party products provided by You. You represent that You have procured all such rights prior to providing Oracle access to such third-party products.
- Bring Your own Device
 - You may elect to use supported, non-Oracle hardware devices ("Your Own Device") in connection with the Cloud Services.
 - If You use Your Own Device, You acknowledge and agree that: i) You are solely responsible for the operation of Your Own Device with other, ECP-compatible Oracle cloud services used with this Cloud Service; and ii) Oracle shall not, in any way, be responsible for the operation of Your Own Device with such other Oracle cloud service.

ORACLE ENTERPRISE COMMUNICATIONS PLATFORM CLOUD SERVICE – DEVICE MANAGEMENT

Part #B112034 – Per Managed Mobile Device

The Cloud Service includes full lifecycle management of mobile devices for an Android, iOS and Windows OS device.

Third Party Services Terms

- Oracle's ability to provide the Cloud Service OTA depends upon You securing all the rights necessary for Oracle to use, on Your behalf, any agreed-upon third-party products provided by You. You represent that You have procured all such rights prior to providing Oracle access to such third-party products.
- Bring Your own Device
 - You may elect to use supported, non-Oracle hardware devices ("Your Own Device") in connection with the Cloud Services.
 - If You use Your Own Device, You acknowledge and agree that: i) You are solely responsible for the operation of Your Own Device with other, ECP-compatible Oracle cloud services used with this Cloud Service; and ii) Oracle shall not, in any way, be responsible for the operation of Your Own Device with such other Oracle cloud service.

Appendix A - Terms of Use for AT&T FirstNet Services

Definitions for this Appendix

- **Wireless Service:** The machine-to-machine wireless wide area network communications service provided by AT&T on the Network.
- **Network:** The integrated mobile switching facilities, servers, cell sites, connections, billing systems, activation systems and other related facilities over which the Wireless Service is provided on facilities and spectrum owned or controlled by AT&T or made available to You by AT&T through AT&T's agreements with Carrier Partners.
- **Carrier Partner:** A network operator with which AT&T has a contract to use such operator's wireless network.
- **Carrier Partner Network:** The integrated mobile switching facilities, servers, cell sites, connections, billing systems, activation systems and other related facilities over which the Wireless Service is provided on facilities and spectrum made available to You by AT&T through AT&T's agreements with Carrier Partners.

Coverage Limitations

Wireless Service is available only within the operating range of the Network. Wireless Service may be interrupted, limited or delayed for a variety of reasons, including atmospheric conditions; terrain and/or environmental conditions such as trees or buildings; unavailability of radio frequency channels; system capacity limitations; reduction in transmission speed; the operation of customer equipment; temporary suspension due to governmental regulations or orders; priority access by emergency personnel in the event of a disaster or emergency; equipment or system modifications and repairs; problems with the facilities of interconnecting carriers; or in response to suspected fraud, abuse, misuse of the Network, hacking and malware. You agree that You have reviewed the limitations on the Wireless Service and that the Wireless Service specified in the paragraph above is adequate for the intended purpose of Your products and services. Roaming enables You or Your Users to obtain Wireless Service when outside the geographical coverage of Your home Network. Wireless Service may be provided to You via Carrier Partners on Carrier Partner's networks. A "Carrier Partner" is a network operator with which carrier has a contract to use such operator's wireless network. Carrier may change Carrier Partners in its sole discretion.

The quality, availability, and characteristics of roaming are under the control of the Carrier Partner, who may change, modify, withdraw or terminate roaming. The availability of roaming services, and the charges for those services, are dependent in part on the type of equipment used by You for Your Users and the programming of that equipment. Roaming may not be used in violation of carrier's agreements with its Carrier Partners.

The overall actual availability experienced by You is a composite of all actual availability effected by those conditions present at any given time. There is no warranty of availability for any given time or across time span.

Wireless connectivity availability objective is dependent on the following:

- Coverage availability (wireless coverage is not available at all locations in the U.S.).
- Roaming on secondary network.
- Urban radio multi-path interference.
- Seasonal foliage and environmental variation.
- Electronic interference both unintentional and intentional.
- Customer failure to renew subscription.
- Natural Disaster.
- Force Majeure.
- Act of War.
- Other circumstances not specifically mentioned.

Disclaimer

CARRIER AND CARRIER PARTNER NETWORKS ARE MADE AVAILABLE AS-IS AND ORACLE MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE AVAILABILITY OR QUALITY OF WIRELESS SERVICE PROVIDED BY CARRIER OR CARRIER PARTNERS, AND ORACLE WILL NOT BE LIABLE IN ANY CAPACITY FOR ANY ERRORS, OUTAGES, OR FAILURES OF CARRIER OR CARRIER PARTNER NETWORKS.